



# STATE OF MICHIGAN PROCUREMENT

## Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor  
Lansing, MI 48933

### CONTRACT CHANGE NOTICE

Change Notice Number 6  
to  
Contract Number 751B7700039

<b>CONTRACTOR</b>	Moore-Clark d/b/a Bio-Oregon
	18 Saunders Way, Suite 500E
	Westbrook, ME 04092
	Tim Harder
	207-591-7077
	Tim.harder@skretting.com
	CV0066223

<b>STATE</b>	Program Manager	Jon Jackoviak	DNR
		231-389-2211	
		JackoviakJ@michigan.gov	
<b>STATE</b>	Contract Administrator	Lisa Crozier-Green	DNR
		517-388-6626	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Standard Diet, Low Phosphorus and Medicated Fish Feed				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 26, 2017	August 31, 2022	Five 1-Year Options to Renew	August 31, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		28 Days ARO – Locations Vary		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other <b>MEDICATED FEED ONLY</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		August 31, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,163,521.76		\$634,287.88	\$3,797,809.64	
<b>DESCRIPTION:</b> Effective March 14, 2023, this Contract is exercising the second available Option Year and pricing on this Contract is increased per attached Schedule B – Vendor Price Sheet – REVISED March 14, 2323. This Contract is increased by \$634,287.88. The revised estimated aggregate contract value is \$3,797,809.64. Per Vendor, DNR, and DTMB Procurement agreement and State Administrative Board approval on March 14, 2023. All other terms, conditions, specifications, and pricing remain the same.				

**Contract Number 751B7700039**  
**SCHEDULE B - VENDOR PRICE SHEET**  
**REVISED – March 14, 2023**

Line Item	Specification Info	U/M	Less than 20,000 KG Truckload Quantity	Truckload Quantity 20,000 KG or more
<b>BioDry 1000LP</b>				
A low phosphorus (less than 0.9% based on 10% moisture content), extruded, low-pollution dry feed. <i>Feed composition:</i> Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.				
1	1.2 mm pellet	KG	\$ 4.42	\$ 4.36
2	1.5 mm pellet	KG	\$ 3.96	\$ 3.90
3	2.0 mm pellet	KG	\$ 3.85	\$ 3.78
4	2.5 mm pellet	KG	\$ 3.82	\$ 3.75
5	3.0 mm pellet	KG	\$ 3.76	\$ 3.70
6	4.0 mm pellet	KG	\$ 3.76	\$ 3.70
<b>BioBrood</b>				
An extruded, dry feed for rearing pre-spawning salmon and trout. <i>Feed composition:</i> Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.				
7	4.0 mm pellet	KG	\$ 3.86	\$ 3.79
8	6.0 mm pellet	KG	\$ 3.86	\$ 3.79
9	9.0 mm pellet	KG	\$ 3.86	\$ 3.79
10	12.0 mm pellet	KG	\$ 3.45	\$ 3.39
<b>BioVita Starter</b>				
An extruded, high protein, high energy, dry feed. <i>Feed composition:</i> Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.				
11	Mash, 0.25 – 0.40 mm	KG	\$ 4.83	\$ 4.77
12	Size #0, 0.3 – 0.6 mm	KG	\$ 4.83	\$ 4.77
13	Size #1, 0.4 – 0.1.0 mm	KG	\$ 4.83	\$ 4.77
14	Size #2, 0.8 – 1.4 mm	KG	\$ 4.83	\$ 4.77
<b>BioVita Fry</b>				
An extruded, high protein, high energy, dry feed. <i>Feed composition:</i> Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.				
15	1.2 mm pellet	KG	\$ 4.49	\$ 4.42
16	1.5 mm pellet	KG	\$ 4.27	\$ 4.20
17	2.0 mm pellet	KG	\$ 3.99	\$ 3.92
18	2.5 mm pellet	KG	\$ 3.95	\$ 3.88
19	3.0 mm pellet	KG	\$ 3.89	\$ 3.82
<b>Medicated Bio</b>				
A medicated dry feed (all medicated orders require a VFD) Protein (min) 50%; fat (min) 20%				
20	<b>Medicated Bio feed with Romet 30 added; Feed Size #0, #1, #2, 1.2 mm,</b>			
	0.56% Romet 30 dose	KG	\$ N/A	
	0.835% Romet 30 dose	KG	\$ N/A	
	1.67% Romet 30 dose	KG	\$ N/A	
21	<b>Medicated Bio feed with Romet 30 added; Feed Size 1.5 mm - 3.0 mm</b>			
	0.56% Romet 30 dose	KG	\$ N/A	
	0.835% Romet 30 dose	KG	\$ N/A	
	1.67% Romet 30 dose	KG	\$ N/A	
22	<b>Medicated Bio feed with Terramycin 209 added; Feed Size #0, #1, #2, 1.2 mm</b>			
	0.50% Terramycin 209 dose	KG	\$ 5.59	
	1.00% Terramycin 209 dose	KG	\$ 5.70	
	1.50% Terramycin 209 dose	KG	\$ 5.83	
	2.00% Terramycin 209 dose	KG	\$ 5.94	
	2.50% Terramycin 209 dose	KG	\$ 6.05	
	3.00% Terramycin 209 dose	KG	\$ 6.16	
23	<b>Medicated Bio feed with Terramycin 209 added; Feed Size 1.5 mm - 3.0 mm</b>			
	0.50% Terramycin 209 dose	KG	\$ 4.84	
	1.00% Terramycin 209 dose	KG	\$ 4.95	
	1.50% Terramycin 209 dose	KG	\$ 5.06	
	2.00% Terramycin 209 dose	KG	\$ 5.19	

	2.50% Terramycin 209 dose	KG	\$ 5.30	
	3.00% Terramycin 209 dose	KG	\$ 5.41	
24	<b>Medicated Bio feed with Aquaflor added; Feed Size #0, #1, #2, 1.2 mm</b>			
	0.04% Aquaflor dose	KG	\$ 5.72	
	0.07% Aquaflor dose	KG	\$ 5.87	
	0.10% Aquaflor dose	KG	\$ 6.09	
	0.20% Aquaflor dose	KG	\$ 6.73	
	0.40% Aquaflor dose	KG	\$ 8.03	
25	<b>Medicated Bio feed with Aquaflor added; Feed Size 1.5 mm - 3.0 mm</b>			
	0.04% Aquaflor dose	KG	\$ 4.97	
	0.07% Aquaflor dose	KG	\$ 5.13	
	0.10% Aquaflor dose	KG	\$ 5.35	
	0.20% Aquaflor dose	KG	\$ 6.01	
	0.40% Aquaflor dose	KG	\$ 7.28	
26	<b>Medicated Bio feed with Aquamycin 100 added; Crumbles Feed Size #1, #2</b>			
	1.125% Aquamycin 100 dose	KG	\$ 5.87	
	1.80% Aquamycin 100 dose	KG	\$ 6.20	
	2.25% Aquamycin 100 dose	KG	\$ 6.42	
	3.00% Aquamycin 100 dose	KG	\$ 6.78	
	4.50% Aquamycin 100 dose	KG	\$ 7.50	
27	<b>Medicated Bio feed with Aquamycin 100 added; Pellets, All Sizes</b>			
	1.125% Aquamycin 100 dose	KG	\$ 5.50	
	1.80% Aquamycin 100 dose	KG	\$ 5.83	
	2.25% Aquamycin 100 dose	KG	\$ 6.05	
	3.00% Aquamycin 100 dose	KG	\$ 6.40	
	4.50% Aquamycin 100 dose	KG	\$ 7.13	
28	<b>Additional or miscellaneous fees (i.e. Mixing Fee) for Medicated Feeds</b>	EA	\$ 50.00 for orders less than 100 KG	
29	<b>Freight (if not included in per pound cost of feed) – price quoted is maximum amount to be charged; actual charge may be less. (Excludes Medicated feed)</b>			
	Order size < 450 KG	EA	\$ N/A	
	Order size 451 to 2,200 KG	EA	\$ N/A	
	Order size 2,201 to 4,500 KG	EA	\$ N/A	
	Order size > 4,500 KG	EA	\$ N/A	

**\* NOTE Regarding Medicated Feeds:** The manufacture of medicated feeds is exceedingly complicated due to the variability of raw materials and drug concentrations within the specialized diet. Consequently, medicated feeds are more likely to be dusty or to float, especially at higher drug concentrations. Feeds medicated with TM-200F may appear especially dusty. Bio-Oregon will make every effort to minimize these effects, but no discounts or credits will be issued for quality claims on medicated feed. Our goal is to provide medicated feed as quickly and efficiently as possible to best serve our customers.

\* All medicated prices are FOB Bio-Oregon, Longview WA, and actual freight rates will apply.

**FOR THE CONTRACTOR:**

**Moore-Clark d/b/a Bio-Oregon**

\_\_\_\_\_  
**Company Name**

E-SIGNED by Tim Harder  
on 2023-02-23 10:42:39 EST

\_\_\_\_\_  
**Authorized Agent Signature**

**Tim Harder**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

2023-02-23 10:42:39 UTC

\_\_\_\_\_  
Date

**FOR THE STATE:**

E-SIGNED by Laura Gyorkos  
on 2023-03-14 12:52:37 EDT

\_\_\_\_\_  
Signature

**Laura L. Gyorkos, DNR Procurement Section Manager**

\_\_\_\_\_  
Name & Title

**Department of Natural Resources**

\_\_\_\_\_  
Agency

E-SIGNED by Laura Gyorkos  
on 2023-03-14 12:52:40 EDT

\_\_\_\_\_  
Date



# STATE OF MICHIGAN PROCUREMENT

## Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor  
Lansing, MI 48933

### CONTRACT CHANGE NOTICE

Change Notice Number 5  
to  
Contract Number 751B770039

<b>CONTRACTOR</b>	Moore-Clark d/b/a Bio-Oregon
	18 Saunders Way, Suite 500E
	Westbrook, ME 04092
	Tim Harder
	207-591-7077
	Tim.harder@skretting.com
	CV0066223

<b>STATE</b>	Program Manager	Jon Jackoviak	DNR
		231-389-2211	
		JackoviakJ@michigan.gov	
<b>STATE</b>	Contract Administrator	Lisa Crozier-Green	DNR
		517-388-6626	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Standard Diet, Low Phosphorus and Medicated Fish Feed				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 26, 2017	August 31, 2022	Five 1-Year Options to Renew	August 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		28 Days ARO – Locations Vary		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other <b>MEDICATED FEED ONLY</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		August 31, 2023
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,923,521.76		\$240,000.00	\$3,163,521.76	
<b>DESCRIPTION:</b> Effective September 1, 2022 the State is exercising the first available option year and is increased by \$240,000.00 for DNR use. The revised Contract expiration date is August 31, 2023. The revised estimated aggregate contract value is \$3,163,521.76. Per Vendor and DNR agreement and DTMB Procurement approval.				

**FOR THE CONTRACTOR:**

**Moore-Clark d/b/a Bio-Oregon**

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**Company Name**

E-SIGNED by Tim Harder  
on 2022-08-22 14:27:56 EDT

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**Authorized Agent Signature**

**Tim Harder**

---

**Authorized Agent (Print or Type)**

2022-08-22 14:27:58 UTC

---

**Date**

**FOR THE STATE:**

E-SIGNED by Laura Gyorkos  
on 2022-08-22 14:39:24 EDT

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**Signature**

**Laura L. Gyorkos, DNR Procurement Section Manager**

---

**Name & Title**

**Department of Natural Resources**

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**Agency**

2022-08-22 14:39:24 UTC

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**Date**



# STATE OF MICHIGAN PROCUREMENT

## Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor  
Lansing, MI 48933

### CONTRACT CHANGE NOTICE

Change Notice Number **4**  
to  
Contract Number **751B770039**

<b>CONTRACTOR</b>	Moore-Clark d/b/a Bio-Oregon
	18 Saunders Way, Suite 500E
	Westbrook, ME 04092
	Tim Harder
	207-591-7077
	Tim.harder@skretting.com
	CV0066223

<b>STATE</b>	Program Manager	Jon Jackoviak	DNR
		231-389-2211	
		JackoviakJ@michigan.gov	
	Contract Administrator	Lisa Crozier-Green	DNR
		517-388-6626	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Standard Diet, Low Phosphorus and Medicated Fish Feed				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 26, 2017	August 31, 2022	Five 1-Year Options to Renew	August 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		28 Days ARO – Locations Vary		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other <b>MEDICATED FEED ONLY</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,023,521.76		\$900,000.00	\$2,923,521.76	
<p><b>DESCRIPTION:</b> Effective March 3, 2021 this Contract is increased by \$900,000.00 for DNR use. The revised estimated aggregate contract value is \$2,923,521.76. Per Vendor and DNR agreement, DTMB Procurement approval and State Administrative Board approval on March 2, 2021.</p> <p>Please NOTE: The DNR Program Manager has been changed. Per Exhibit 1 – Vendor Staff Changes, the Vendor Contact, Contract Administrator, Program Manager, Contractor Representative and Key Personnel have been changed.</p> <p>Effective September 1, 2021 pricing on this Contract is increased per attached Schedule B – Vendor Price Sheet REVISED September 1, 2021. All other terms, conditions, specifications and pricing remain the same.</p>				

# STATE OF MICHIGAN

Contract Number 751B7700039

Exhibit 1 – Vendor Staff Changes

REVISED – MARCH 3, 2021

**Individual Authorized to Sign Contract / Contract Changes:** Tim Harder

**Standard Contract Terms:**

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Lisa Crozier-Green Department of Natural Resources 525 West Allegan, Constitution Hall Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-284-5938	Moore Clark d/b/a Bio-Oregon Tim Harder 15 Saunders Way, Suite 500E Westbrook, ME 04092 Tim.harder@skretting.com 207-591-7077

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Lisa Crozier-Green Department of Natural Resources 525 West Allegan, Constitution Hall Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-284-5938	Moore Clark d/b/a Bio-Oregon Tim Harder 15 Saunders Way, Suite 500E Westbrook, ME 04092 Tim.harder@skretting.com 207-591-7077

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Jon Jackoviak, Fisheries Biologist Harrietta State Fish Hatchery 6801 West Thirty Mile Harrietta, MI 49638 231-389-2211 Jackoviakj@michigan.gov	Moore Clark d/b/a Bio-Oregon Chris Shilale 15 Saunders Way, Suite 500E Westbrook, ME 04092 Chris.shilale@skretting.com 207-591-7077

## Schedule A – Statement of Work:

### 4. Staffing

#### 4.1. Contractor Representative

- A. The Contractor Representative is specifically assigned to State of Michigan accounts, and will respond to State inquiries regarding the Contract Activities and answering questions related to order, delivery, etc.
- B. The Contract Representative is:
  - Tim Harder
  - Moore-Clark d/b/a Bio-Oregon
  - 15 Saunders Way, Suite 500E
  - Westbrook, ME 04092
  - 207-591-7077
  - tim.harder@skretting.com
- C. The Contractor agrees to notify the Contract Administrator at least ten (1) business days before removing or assigning a new Contractor Representative.

#### 4.2. Key Personnel

- A. Key Personnel are directly responsible for the day to day operations of the Contract (“Key Personnel”). Key Personnel shall be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within two (2) business days.
- B. The Contractor agrees to not remove or reassign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar-day training period for replacement personnel.
- C. Key Personnel is:
  - Tim Harder
  - Moore-Clark d/b/a Bio-Oregon
  - 15 Saunders Way, Suite 500E
  - Westbrook, ME 04092
  - 207-591-7077
  - tim.harder@skretting.com

# STATE OF MICHIGAN

Contract Number 751B7700039

## SCHEDULE B - VENDOR PRICE SHEET

REVISED – SEPTEMBER 1, 2021

Line Item	Specification Info	U/M	Less than 20,000 KG Truckload Quantity	Truckload Quantity 20,000 KG or more
<b>BioDry 1000LP</b>				
A low phosphorus (less than 0.9% based on 10% moisture content), extruded, low-pollution dry feed. <i>Feed composition:</i> Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.				
1	1.2 mm pellet	KG	\$ 3.21	\$ 3.15
2	1.5 mm pellet	KG	\$ 2.86	\$ 2.79
3	2.0 mm pellet	KG	\$ 2.77	\$ 2.71
4	2.5 mm pellet	KG	\$ 2.75	\$ 2.68
5	3.0 mm pellet	KG	\$ 2.71	\$ 2.64
6	4.0 mm pellet	KG	\$ 2.66	\$ 2.60
<b>BioBrood</b>				
An extruded, dry feed for rearing pre-spawning salmon and trout. <i>Feed composition:</i> Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.				
7	4.0 mm pellet	KG	\$ 3.21	\$ 3.15
8	6.0 mm pellet	KG	\$ 3.21	\$ 3.15
9	9.0 mm pellet	KG	\$ 3.21	\$ 3.15
10	12.0 mm pellet	KG	\$ 3.21	\$ 3.15
<b>BioVita Starter</b>				
An extruded, high protein, high energy, dry feed. <i>Feed composition:</i> Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.				
11	Mash, 0.25 – 0.40 mm	KG	\$ 3.61	\$ 3.54
12	Size #0, 0.3 – 0.6 mm	KG	\$ 3.61	\$ 3.54
13	Size #1, 0.4 – 0.1.0 mm	KG	\$ 3.61	\$ 3.54
14	Size #2, 0.8 – 1.4 mm	KG	\$ 3.61	\$ 3.54
<b>BioVita Fry</b>				
An extruded, high protein, high energy, dry feed. <i>Feed composition:</i> Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.				
15	1.2 mm pellet	KG	\$ 3.37	\$ 3.30
16	1.5 mm pellet	KG	\$ 3.08	\$ 3.01
17	2.0 mm pellet	KG	\$ 2.93	\$ 2.86
18	2.5 mm pellet	KG	\$ 2.86	\$ 2.79
19	3.0 mm pellet	KG	\$ 2.79	\$ 2.73
<b>Medicated Bio</b>				
A medicated dry feed (all medicated orders require a VFD) Protein (min) 50%; fat (min) 20%				
20	<b>Medicated Bio feed with Romet 30 added; Feed Size #0, #1, #2, 1.2 mm,</b>			
	0.56% Romet 30 dose	KG	\$ N/A	
	0.835% Romet 30 dose	KG	\$ N/A	
	1.67% Romet 30 dose	KG	\$ N/A	
21	<b>Medicated Bio feed with Romet 30 added; Feed Size 1.5 mm - 3.0 mm</b>			
	0.56% Romet 30 dose	KG	\$ N/A	
	0.835% Romet 30 dose	KG	\$ N/A	
	1.67% Romet 30 dose	KG	\$ N/A	
22	<b>Medicated Bio feed with Terramycin 209 added; Feed Size #0, #1, #2, 1.2 mm</b>			
	0.50% Terramycin 209 dose	KG	\$ 5.59	
	1.00% Terramycin 209 dose	KG	\$ 5.70	
	1.50% Terramycin 209 dose	KG	\$ 5.83	
	2.00% Terramycin 209 dose	KG	\$ 5.94	
	2.50% Terramycin 209 dose	KG	\$ 6.05	
	3.00% Terramycin 209 dose	KG	\$ 6.16	
23	<b>Medicated Bio feed with Terramycin 209 added; Feed Size 1.5 mm - 3.0 mm</b>			
	0.50% Terramycin 209 dose	KG	\$ 4.84	
	1.00% Terramycin 209 dose	KG	\$ 4.95	
	1.50% Terramycin 209 dose	KG	\$ 5.06	
	2.00% Terramycin 209 dose	KG	\$ 5.19	

	2.50% Terramycin 209 dose	KG	\$ 5.30	
	3.00% Terramycin 209 dose	KG	\$ 5.41	
24	<b>Medicated Bio feed with Aquaflor added; Feed Size #0, #1, #2, 1.2 mm</b>			
	0.04% Aquaflor dose	KG	\$ 5.72	
	0.07% Aquaflor dose	KG	\$ 5.87	
	0.10% Aquaflor dose	KG	\$ 6.09	
	0.20% Aquaflor dose	KG	\$ 6.73	
	0.40% Aquaflor dose	KG	\$ 8.03	
25	<b>Medicated Bio feed with Aquaflor added; Feed Size 1.5 mm - 3.0 mm</b>			
	0.04% Aquaflor dose	KG	\$ 4.97	
	0.07% Aquaflor dose	KG	\$ 5.13	
	0.10% Aquaflor dose	KG	\$ 5.35	
	0.20% Aquaflor dose	KG	\$ 6.01	
	0.40% Aquaflor dose	KG	\$ 7.28	
26	<b>Medicated Bio feed with Aquamycin 100 added; Crumbles Feed Size #1, #2</b>			
	1.125% Aquamycin 100 dose	KG	\$ 5.87	
	1.80% Aquamycin 100 dose	KG	\$ 6.20	
	2.25% Aquamycin 100 dose	KG	\$ 6.42	
	3.00% Aquamycin 100 dose	KG	\$ 6.78	
	4.50% Aquamycin 100 dose	KG	\$ 7.50	
27	<b>Medicated Bio feed with Aquamycin 100 added; Pellets, All Sizes</b>			
	1.125% Aquamycin 100 dose	KG	\$ 5.50	
	1.80% Aquamycin 100 dose	KG	\$ 5.83	
	2.25% Aquamycin 100 dose	KG	\$ 6.05	
	3.00% Aquamycin 100 dose	KG	\$ 6.40	
	4.50% Aquamycin 100 dose	KG	\$ 7.13	
28	<b>Additional or miscellaneous fees (i.e. Mixing Fee) for Medicated Feeds</b>	EA	\$ 50.00 for orders less than 100 KG	
29	<b>Freight (if not included in per pound cost of feed) – price quoted is maximum amount to be charged; actual charge may be less. (Excludes Medicated feed)</b>			
	Order size < 450 KG	EA	\$ N/A	
	Order size 451 to 2,200 KG	EA	\$ N/A	
	Order size 2,201 to 4,500 KG	EA	\$ N/A	
	Order size > 4,500 KG	EA	\$ N/A	

**\* NOTE Regarding Medicated Feeds:** The manufacture of medicated feeds is exceedingly complicated due to the variability of raw materials and drug concentrations within the specialized diet. Consequently, medicated feeds are more likely to be dusty or to float, especially at higher drug concentrations. Feeds medicated with TM-200F may appear especially dusty. Bio-Oregon will make every effort to minimize these effects, but no discounts or credits will be issued for quality claims on medicated feed. Our goal is to provide medicated feed as quickly and efficiently as possible to best serve our customers.

\* All medicated prices are FOB Bio-Oregon, Longview WA, and actual freight rates will apply.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Natural Resources  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

## CONTRACT CHANGE NOTICE

Change Notice Number 3  
to  
Contract Number 751B770039

<b>CONTRACTOR</b>	Moore-Clark d/b/a Bio-Oregon
	18 Saunders Way, Suite 500E
	Westbrook, ME 04092
	George Demos
	207-591-7077
	George.Demos@bio-oregon.com
6223	

<b>STATE</b>	<b>Program Manager</b>	Mindi Dean	DNR
		231-325-4611	
<b>STATE</b>	<b>Contract Administrator</b>	DeanM3@michigan.gov	
		Lisa Crozier-Green	DNR
		517-284-5938	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Standard Diet, Low Phosphorus and Medicated Fish Feed				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 26, 2017	August 31, 2022	Five 1-Year Options to Renew	August 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		28 Days ARO – Locations Vary		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other Medicated Feed ONLY			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,023,521.76		\$0.00	\$2,023,521.76	
<b>DESCRIPTION:</b> Effective January 1, 2019 the following amendments are incorporated into this Contract per the attached Contract 751B7700039. This change includes the following: - Scope of Work - Quantity - Ordering - Packaging and Palletizing - Schedule B – Vendor Price Sheet				
All other terms, conditions, specifications and pricing remain the same. Per contractor and DNR agreement.				

# STATE OF MICHIGAN

## Contract Number 751B7700039 SCHEDULE A – REVISED 1/1/19 STATEMENT OF WORK CONTRACT ACTIVITIES

### BACKGROUND

The mission of DNR's Fisheries Division is to protect and enhance fish environments, habitat, populations and other forms of aquatic life and to promote the optimum use of these resources for the benefit of the people of Michigan. To carry out this mission DNR operates fish hatcheries, rearing fish to stock in the Great Lakes and inland waters to support and maintain sport fishing within the State of Michigan. Standard, Low-Phosphate and Medicated feeds are needed to maintain the health and survival of fish being reared in several State of Michigan hatcheries. State Fish Hatcheries must meet rearing assignments, planting levels, and target size, and must strive to prevent loss of growth and probable catastrophic fish loss. Fish production is a federally funded program and the State could potentially lose federal funds if goals are not met.

Through feed trials and research conducted by DNR, it has been determined that Moore-Clark (Bio-Oregon) manufactured brand fish feed produces the optimum growth and survival rates of a variety of fish species reared in the hatcheries.

### SCOPE OF WORK AND DELIVERABLES

#### 1.1. Scope of Work

The Contractor agrees to provide the following Deliverables:

#### 1.2. Deliverables

##### A. Bio-Oregon manufactured brand fish feed per Schedule A.

- i) All fish feed to have non-detectable concentrations of PCBs and its metabolites; DDT and its metabolites, Chlordane and its metabolites, Led, Cadmium and Mercury. There will be no detectable amounts of the causative pathogens for any OIE emergency fish disease along with bacterial kidney disease.
- ii) If fish feed is in pellet form, the length of the pellet shall not be greater than the diameter of the pellet
- iii) Fish feed shall not be bagged until cooled to 10°F above ambient air temperature and dried to a moisture content of 10% or less.
- iv) Each batch of fish feed shipped to the DNR must be tested for phosphorus content by an independent testing laboratory. Test results must be forwarded to the DNR Project Manager Jon Jackoviak and Biologist Paul Stowe, prior to delivery of goods to the hatchery.
- v) At the time fish feed is delivered to DNR, feed shall be no older than 60 days from mixing date and the nutrient profile shall be in accordance with specifications contained herein.
- vi) All fish feed must be packaged in 20 kilo bags.

##### B. BioDry 1000LP

- i) A low phosphorus (less than 0.9% at 10% moisture), extruded, low-pollution dry feed.
- ii) 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%

##### C. BioBrood

- i) An extruded dry feed for rearing pre-spawning salmon and trout
- ii) 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%

##### d. BioVita Starter

- i) An extruded high protein, high energy dry feed
  - ii) 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%
- e. BioVita Fry**
- i) An extruded high protein, high energy dry feed
  - ii) Feed Composition:
    - Protein (min) 50.0%
    - Oil (min) 22.0%,
    - Fiber (max) 1.0%
    - Ash (max) 1132.0%
    - Moisture (max) 8.5%
    - Phosphorus (min) 1.2%
- f. Medicated Bio with Romet 30, Terramycin 209, Aquaflor, Aquamycin 100, or Vet Prescribed Medication**
- i) A medicated dry feed
  - ii) Feed Composition:
    - Protein (min) 50.0%
    - Fat (min) 20.0%,

### 1.3. Warranties

- A. The Contractor represents and warrants:
  - i) It is capable of fulfilling, and will fulfill, all obligations under this Contract.
  - ii) The performance of all obligations under this Contract shall be provided in a timely, professional and workmanlike manner, and shall be the performance and operation standards required under this Contract.
  - iii) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.
  - iv) The Contractor is qualified and registered to transact business in all locations where required.
  - v) Neither the Contractor nor any affiliates, nor any employee of either, has any interest that would conflict in any manner with the Contractor's performance of the Contract Activities.
  - vi) Neither the Contractor nor any affiliates, nor any employee of either, shall accept or will accept anything of value offered to influence or obligate the Contractor.
- B. All fish feed 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.
- B. Each batch of fish feed shipped to DNR shall be tested for phosphorus content by an independent testing laboratory. Test results shall be forwarded to the DNR Project Manager, Jon Jackoviak (JackoviakJ@michigan.gov) and Paul Stowe (StoweP@michigan.gov), prior to delivery of goods to the hatchery.
- C. At the time fish feed is delivered to DNR, feed shall be no older than 60 days from mixing date and the nutrient profile shall be in accordance with specifications contained herein.

### 1.4. Quantity

- A. The State is not obligated to purchase any specific quantity.
- B. The State's requested minimum order is one 20 kilo bag.

### 1.5. Ordering

- A. This Contract is a Master Agreement (Contract). The DNR will issue Delivery Orders (purchase orders) against this Master Agreement for Deliverables under this Contract.
  - i. Standard and Low-Phosphorous Feed
    - a. The Contractor may begin performance of the Contract Activities upon receipt of a Delivery Order.
    - b. DNR Fisheries staff may contact the Contractor by telephone or email to verify availability of Deliverables prior to issuing the Delivery Order.
  - ii. Medicated Feed
    - a. The Contractor may begin performance of the Contract Activities for Medicated feed upon receipt of a telephone order and are contingent upon Contractor receipt of a veterinarian prescription and approved Contractor price quotation.
- B. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained within a Purchase Order supersede the terms and conditions of this Contract.
- C. The Contractor may begin performance upon receipt of a Delivery Order for Standard or Low-Phosphorous feed, or an oral request accompanied by a veterinary prescription for Medicated feed.
- D. The Contractor agrees they have the ability to accept payment via electronic funds transfer (EFT).

- E. The Contractor agrees to have internal controls to verify abnormal orders and ensure only authorized individuals place orders.

## 2. Service Levels

### 2.1. Time Frames

All Contract Activities must be delivered within twenty-eight (28) days after receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

### 2.2. Delivery

- A. Delivery will be expected within twenty-eight (28) calendar days after receipt of order.
- B. Deliveries for all hatchery locations shall be coordinated by the DNR, Fisheries Division.
- C. Normal delivery hours are 8:00 am to 3:00 pm, Monday through Friday, excluding Holidays.
- D. Deliveries arriving after 3:00 p.m. will not be unloaded until the following business day.
- E. The following are applicable to all deliveries:
- F. The Contractor is responsible for delivering the Deliverables by the applicable delivery date to the location(s) specified in the Contract or the individual Purchase Order.
- G. Delivery will be made at the following locations:

Wolf Lake State Fish Hatchery	34270 Country Road 652 Mattawan, MI 49071 269-668-2696, ext. 25
Platte River State Fish Hatchery	15210 US Highway 31 Beulah, MI 49617-9760 231-327-4611
Oden State Fish Hatchery	3377 ½ Oden Road Oden, MI 49764 231-327-4689
Thompson State Fish Hatchery	RR2, Box 2534, M-149 Thompson, MI 49855 906-341-5587
Marquette State Fish Hatchery	488 Cherry Creek Road Marquette, MI 49855 906-249-1611
Harrietta State Fish Hatchery	6801 W. Thirty Mile Harrietta, MI 49638 231-389-2211
Lake Superior State University	Aquatics Lab Receiving Department 1100 Meridian Street Sault Sainte Marie, MI 49783

### 2.3. Packaging and Palletizing

- A. Packaging shall be optimized to permit the lowest freight rate.
- B. Fish feed shall be bagged in new, multiwall, plain paper bags.
- C. Each bag shall be labeled with:
  - i. Pellet or granule size,
  - ii. Date of mixing, and
  - iii. Type of diet.
- D. The net weight of feed for each bag shall be 20 kilos (44 pounds).
- E. Packaging shall meet the current requirement of state and federal law applicable to rail and motor carrier freight classifications, which will permit application of the lowest freight rate.

### 2.4. Palletizing

- A. Shipments shall be palletized whenever possible and shall conform to the following:
  - i) Manufacturer's standard 4-way shipping pallets shall be used
  - ii) Maximum height shall be 5' 6", including the pallet
  - iii) Maximum weight shall be 908 Kilos (2,000 pounds) of feed (45 bags) per pallet

- iv) Pallets shall be securely banded or shrink-wrapped
- v) The cost of palletizing is included in the unit price.

## **2.5. Freight Charges**

Per unit prices quoted include "F.O.B. Destination" with transportation charges prepaid on all order meeting the minimum order requirement specified in Section 1.2, Quantity.

## **3. Acceptance**

### **3.1. Testing, Inspection and Acceptance**

- A. By tendering any Deliverable to the State, the Contractor certifies to the State that it has:
  - i) It has performed reasonable quality assurance activities
  - ii) It has performed reasonable testing
  - iii) It has corrected all material deficiencies discovered during the quality assurance activities and testing.
- B. To the extent that testing occurs at State locations, the State is entitled to observe and participate in the testing.
- C. The State Review Period (Section 17, Acceptance – Standard Contract Terms) will begin on the first business day following the State's receipt of the Deliverable(s).
- D. The State will only approve a Deliverable after confirming that it conforms to and performs according to specifications without material deficiency.
- E. The State may examine all packages at the time of delivery to confirm that all Deliverables have been delivered without deficiencies. If the State determines there are deficiencies, the State may reject the Deliverable without performing further inspection or testing.
- F. The State will use the following criteria to determine acceptance of the Contract Activities:
  - i) Each order placed shall be delivered in the quantities ordered and within the timeframe outlined in this Contract.
  - ii) Phosphorus content shall fall within the acceptable range of 1% to 1.3% for regular phosphorus feed, and less than 1% for low phosphorus feed.
  - iii) The DNR Representative or designee may approve acceptance of goods upon delivery, or within the State Review Period, as appropriate.
- G. The quantity of packages shall be recorded and any obvious visible or suspected damage shall be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.
- H. The State may, at its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval.
  - I. The State will notify the Contractor by the end of the State Review Period that either:
    - i) The Deliverable is accepted in the form delivered by the Contractor,
    - ii) The Deliverable is accepted, but noted deficiencies must be corrected, or
    - iii) The Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable. The State reserves the right to reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in sufficient quantity or of sufficient severity that it renders continuing the acceptance process unproductive or unworkable.
  - iv) Upon notice of deficiencies, the Contractor agrees to correct the deficiencies and re-deliver the Deliverables within ten (10) business days. Correction of deficiencies and re-delivery will incur no additional charges to the State. Upon correction and re-delivery, the State Review Period will recommence, not to exceed thirty (30) days. If after three (3) opportunities, the Contract is unable to correct all deficiencies the State may:
    - 1. Demand the Contractor cure the deficiency within ten (5) business days at the sole expense of the Contractor.
    - 2. Keep the Contract in place and perform, either itself or through a third party, whatever the Contractor has failed to do and recover the difference between the cost to cure the deficiency at the Contract price plus an additional 10% of the State's cost to cure the deficiency, or
    - 3. Fully or partially terminate the Contract for default by giving notice to the Contractor pursuant to Section 2 of the Standard Contract Terms.
    - 4. Notwithstanding the forgoing, the State may not use deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

### **3.2. Final Acceptance**

The State will notify the Contractor by the end of the State Review Period that the order has been fully accepted. Final Acceptance will not be imputed to the State unless the Contractor has received no notice of acceptance by the end of the State Review Period.

### **3.3. Reporting**

The Contractor agrees to provide various reports if and when requested by DNR. Examples include itemized report of total items purchased by each DNR Fisheries location or type of feed, open invoice reports, quantity reports, etc. Reports may be submitted electronically to the DNR at the following email address:

Jon Jackoviak, Fisheries Biologist  
Jackoviakj@michigan.gov

### 3.4. Meetings

The Contractor agrees to attend the meetings the State may request.

## 4. Staffing

### 4.1. Contractor Representative

- A. The Contractor Representative is specifically assigned to State of Michigan accounts, and will respond to State inquiries regarding the Contract Activities and answering questions related to order, delivery, etc.
- B. The Contract Representative is:
  - George Demos
  - Moore-Clark d/b/a Bio-Oregon
  - 15 Saunders Way, Suite 500E
  - Westbrook, ME 04092
  - 207-591-7077
  - George.Demos@bio-oregon.com
- C. The Contractor agrees to notify the Contract Administrator at least ten (1) business days before removing or assigning a new Contractor Representative.

### 4.2. Key Personnel

- A. Key Personnel are directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel shall be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within two (2) business days.
- B. The Contractor agrees to not remove or reassign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.
- C. Key Personnel is:
  - George Demos
  - Moore-Clark d/b/a Bio-Oregon
  - 15 Saunders Way, Suite 500E
  - Westbrook, ME 04092
  - 207-591-7077
  - George.Demos@bio-oregon.com

### 4.3. Non-Key Personnel

The Contractor agrees to notify the Contract Administrator at least 10 calendar days before removing or assigning non-key personnel.

### 4.4. Disclosure of Subcontractors

- A. The Contractor does not intend to utilize subcontractors.
- B. The Contractor agrees that subcontractors are required, the Contractor shall disclose the following:
  - i. The legal business name
  - ii. Address
  - iii. Telephone number
  - iv. A description of subcontractor's organization and the services it will provide
  - v. Information concerning subcontractor's ability to provide the Contract Activities.
  - vi. The relationship of the subcontractor to the Contractor.
  - vii. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
  - viii. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

### 4.5. Security

- A. The Contractor's staff may be required to make deliveries or enter State facilities. The Contractor agrees staff will be required to wear uniforms and display ID badges.
- B. The Contractor agrees to perform background checks and drug screening on all employees performing Contract Activities on State owned / occupied property.
- C. The Contractor agrees to maintain background check and drug screening information on all employees performing Contract Activities, for the term of this Contract.
- D. The Contractor agrees this Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check.

- E. The Contractor agrees to ensure employees performing Contract Activities have no felony convictions or pending felony charges that are substantially related to the Contract Activities or services.
- F. The Contractor agrees to provide results of background checks or drug screening to the DNR Human Resources Director or designee, upon request.
- G. The Contractor agrees to adhere to any site specific security measures required by the State.
- H. The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.

## **5. Pricing**

### **5.1. Price Term**

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date of the Contract. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

### **5.2. Price Changes**

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

## **6. Invoice and Payment**

### **6.1. Invoice Requirements**

The Contractor agrees all invoices submitted to the State shall include:

- A. Date
- B. Contract Number
- C. Purchase Order number
- D. Quantity
- E. Description of the Contract Activities
- F. Unit price
- G. Shipping cost (if any)
- H. Total price

### **6.2. Payment Methods**

The State will make payment for Contract Activities by EFT only.

## **7. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State. The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

# STATE OF MICHIGAN

Contract Number 751B7700039

## SCHEDULE B VENDOR PRICE SHEET

### SCHEDULE B VENDORS PRICE SHEET

Line Item	Specification Info	U/M	Truckload Quantity Less than 20,000 kgs	Truckload Quantity 20,000 kgs or more
<b>BioDry 1000LP</b>				
A low phosphorus (less than 0.9% based on 10% moisture content), extruded, low-pollution dry feed.				
<i>Feed composition:</i> Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.				
1	1.2 mm pellet	KG	\$ 3.21	\$ 3.15
2	1.5 mm pellet	KG	\$ 2.86	\$ 2.79
3	2.0 mm pellet	KG	\$ 2.77	\$ 2.70
4	2.5 mm pellet	KG	\$ 2.75	\$ 2.68
5	3.0 mm pellet	KG	\$ 2.71	\$ 2.64
6	4.0 mm pellet	KG	\$ 2.66	\$ 2.60
<b>BioBrood</b>				
An extruded, dry feed for rearing pre-spawning salmon and trout.				
<i>Feed composition:</i> Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.				
7	4.0 mm pellet	KG	\$ 3.21	\$ 3.14
8	6.0 mm pellet	KG	\$ 3.21	\$ 3.14
9	9.0 mm pellet	KG	\$ 3.21	\$ 3.14
10	12.0 mm pellet	KG	\$ 3.21	\$ 3.14
<b>BioVita Starter</b>				
An extruded, high protein, high energy, dry feed.				
<i>Feed composition:</i> Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.				
11	Mash, 0.25 – 0.40 mm	KG	\$ 3.61	\$ 3.54
12	Size #0, 0.3 – 0.6 mm	KG	\$ 3.61	\$ 3.54
13	Size #1, 0.4 – 0.1.0 mm	KG	\$ 3.61	\$ 3.54
14	Size #2, 0.8 – 1.4 mm	KG	\$ 3.61	\$ 3.54
<b>BioVita Fry</b>				
An extruded, high protein, high energy, dry feed.				
<i>Feed composition:</i> Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.				
15	1.2 mm pellet	KG	\$ 3.37	\$ 3.30
16	1.5 mm pellet	KG	\$ 3.08	\$ 3.01
17	2.0 mm pellet	KG	\$ 2.93	\$ 2.86
18	2.5 mm pellet	KG	\$ 2.86	\$ 2.79
19	3.0 mm pellet	KG	\$ 2.79	\$ 2.73
<b>Medicated Bio</b>				
A medicated dry feed (all medicated orders require a VFD)				
Protein (min) 50%; fat (min) 20%				
20	Medicated Bio feed with Romet 30 added; Feed Size #0, #1, #2, 1.2 mm,			
	0.56% Romet 30 dose	KG	\$ N/A	
	0.835% Romet 30 dose	KG	\$ N/A	
	1.67% Romet 30 dose	KG	\$ N/A	
21	Medicated Bio feed with Romet 30 added; Feed Size 1.5 mm - 3.0 mm			
	0.56% Romet 30 dose	KG	\$ N/A	
	0.835% Romet 30 dose	KG	\$ N/A	
	1.67% Romet 30 dose	KG	\$ N/A	
22	Medicated Bio feed with Terramycin 209 added; Feed Size #0, #1, #2, 1.2 mm			
	0.50% Terramycin 209 dose	KG	\$ 5.59	
	1.00% Terramycin 209 dose	KG	\$ 5.70	
	1.50% Terramycin 209 dose	KG	\$ 5.80	

	2.00% Terramycin 209 dose	KG	\$ 5.94
	2.50% Terramycin 209 dose	KG	\$ 6.05
	3.00% Terramycin 209 dose	KG	\$ 6.16
23	<b>Medicated Bio feed with Terramycin 209 added; Feed Size 1.5 mm - 3.0 mm</b>		
	0.50% Terramycin 209 dose	KG	\$ 4.84
	1.00% Terramycin 209 dose	KG	\$ 4.95
	1.50% Terramycin 209 dose	KG	\$ 5.06
	2.00% Terramycin 209 dose	KG	\$ 5.19
	2.50% Terramycin 209 dose	KG	\$ 5.30
	3.00% Terramycin 209 dose	KG	\$ 5.41
24	<b>Medicated Bio feed with Aquaflor added; Feed Size #0, #1, #2, 1.2 mm</b>		
	0.04% Aquaflor dose	KG	\$ 5.72
	0.07% Aquaflor dose	KG	\$ 5.87
	0.10% Aquaflor dose	KG	\$ 6.09
	0.20% Aquaflor dose	KG	\$ 6.73
	0.40% Aquaflor dose	KG	\$ 8.03
25	<b>Medicated Bio feed with Aquaflor added; Feed Size 1.5 mm - 3.0 mm</b>		
	0.04% Aquaflor dose	KG	\$ 4.97
	0.07% Aquaflor dose	KG	\$ 5.13
	0.10% Aquaflor dose	KG	\$ 5.35
	0.20% Aquaflor dose	KG	\$ 6.00
	0.40% Aquaflor dose	KG	\$ 7.28
26	<b>Medicated Bio feed with Aquamycin 100 added; Crumbles Feed Size #1, #2</b>		
	1.125% Aquamycin 100 dose	KG	\$ 5.87
	1.80% Aquamycin 100 dose	KG	\$ 6.20
	2.25% Aquamycin 100 dose	KG	\$ 6.42
	3.00% Aquamycin 100 dose	KG	\$ 6.78
	4.50% Aquamycin 100 dose	KG	\$ 7.50
27	<b>Medicated Bio feed with Aquamycin 100 added; Pellets, All Sizes</b>		
	1.125% Aquamycin 100 dose	KG	\$ 5.50
	1.80% Aquamycin 100 dose	KG	\$ 5.83
	2.25% Aquamycin 100 dose	KG	\$ 6.05
	3.00% Aquamycin 100 dose	KG	\$ 6.40
	4.50% Aquamycin 100 dose	KG	\$ 7.13
28	<b>Medicated Bio feed as Prescribed by Veterinarian; Pellets, All Sizes</b>		
	<b>Per Mandatory Veterinary Prescription and Contractor Quote</b>		
29	<b>Additional or miscellaneous fees (i.e. Mixing Fee) for Medicated Feeds</b>	KG	\$50.00 for orders less than 100 kilos.
30	<b>Freight (if not included in per kilo cost of feed) – price quoted is maximum amount to be charged; actual charge may be less. (Excludes Medicated feed)</b>		
	Order size < 450 kilos	EA	\$ N/A
	Order size 451 to 2,200 kilos	EA	\$ N/A
	Order size 2,201 to 4,500 kilos	EA	\$ N/A
	Order size > 4,500 kilos	EA	\$ N/A

**NOTE Regarding Medicated Feeds:** The manufacture of medicated feeds is exceedingly complicated due to the variability of raw materials and drug concentrations within the specialized diet. Consequently, medicated feeds are more likely to be dusty or to float, especially at higher drug concentrations. Feeds medicated with TM-200F may appear especially dusty. Bio-Oregon will make every effort to minimize these effects, but no discounts or credits will be issued for quality claims on medicated feed. Bio-Oregon's goal is to provide medicated feed as quickly and efficiently as possible to best serve our customers.



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Natural Resources  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
to  
Contract Number 751B7700039

<b>CONTRACTOR</b>	Moore-Clark d/b/a Bio-Oregon
	18 Saunders Way, Suite 500E
	Westbrook, ME 04092
	George Demos
	207-591-7077
	George.Demos@bio-oregon.com
	6223

<b>STATE</b>	Mindi Dean	DNR
	231-325-4611	
	DeanM3@michigan.gov	
	Lisa Crozier-Green	DNR
	517-284-5938	
	CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Standard Diet, Low Phosphorus and Medicated Fish Feed				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 26, 2017	August 31, 2022	Five 1-Year Options to Renew	August 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		28 Days ARO – Locations Vary		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,023,521.76		\$0.00	\$2,023,521.76	
<b>DESCRIPTION:</b> Effective August 1, 2018 this Contract is amended to allow Payment Request (PRC) payment on order for Medicated Fish Feed only. All other terms, conditions, specifications and pricing remain the same. Per contractor and DNR agreement.				



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 1  
to  
Contract Number **751B770039**

<b>CONTRACTOR</b>	Moore-Clark d/b/a Bio-Oregon
	15 Saunders Way, Suite 500E
	Westbrook, ME 04092
	George Demos
	207-591-7077
	George.Demos@bio-oregon.com
	*****/5587 000

<b>STATE</b>	<b>Program Manager</b>	Mindi Dean	DNR
		231-325-4611	
		DeanM3@michigan.gov	
	<b>Contract Administrator</b>	Lisa Crozier-Green	DNR
		51-284-5938	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Standard Diet, Low Phosphorus, and Medicated Fish Feed			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 26, 2017	August 31, 2022	Five 1-Year Options to Renew	August 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		28 Days ARO – Locations Vary	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	August 31, 2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$1,807,001.00		\$216,520.76	\$2,023,521.76
<b>DESCRIPTION:</b> Effective March 1, 2018 this Contract is increased by \$216,520.76 for DNR use. All other terms, conditions, specifications and pricing remain the same. Per contractor and DNR agreement.			



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Natural Resources  
525 West Allegan, Constitution Hall, Third Floor  
Lansing, Michigan 49833

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. 751B7700039

between  
THE STATE OF MICHIGAN  
and

<b>CONTRACTOR</b>	Moore-Clark d/b/a Bio-Oregon
	15 Saunders Way, Suite 500E
	Westbrook, ME 04092
	George Demos
	207-591-7077
	George.demos@bio-oregon.com
	*****/5587 000

<b>STATE</b>	<b>Program Manager</b>	Mindi Dean	DNR
		231-325-4611	
		DeanM3@michigan.gov	
	<b>Contract Administrator</b>	Lisa Crozier-Green	DNR
517-284-5938			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY			
<b>DESCRIPTION: Standard Diet, Low Phosphorus, and Medicated Fish Feed</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
September 26, 2017	August 31, 2022	Five 1-Year Options to Renew	August 31, 2022
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45		28 Days ARO – Locations Vary	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
N/A			
<b>MISCELLANEOUS INFORMATION</b>			
The terms and conditions of this Contract are those of ITN # 075117B00012221, this Contract Agreement and the vendor's quote dated August 28, 2017. 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.			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>			<b>\$1,807,001.00</b>

## Addendum – Federal Provisions

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### 1. Contract Work Hours and Safety Standards Act

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

### 2. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### 3. Clean Air Act

If this Contract is in excess of \$150,000, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

### 4. Debarment and Suspension


A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### 5. Byrd Anti-Lobbying Amendment

If this Contract exceeds \$100,000, bidders and the Contractor must file the certification required under 31 USC 1352.

### 6. Procurement of Recovered Materials

Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

  
George Demos, US Account Representative  
Skretting North America  
Moore-Clark d/b/a Bio-Oregon  
15 Saunders Way, Suite 500-E  
Westbrook, ME 04092  
207-951-1622



# STATE OF MICHIGAN

**Contract No. 751B7700039**

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“Contract”) is agreed to between the State of Michigan (the “State”) and Moore-Clark d/b/a Bio-Oregon, (“Contractor”), a Maine corporation. This Contract is effective September 26, 2017 (“Effective Date”), and unless terminated, expires on August 31, 2022.

This Contract may be renewed for up to five additional one year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor agrees to perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “Contract Activities”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor agrees to furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor agrees to: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor agrees employees shall be clearly identifiable while on State property by wearing uniforms and identification badges, or identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

<b>If to State:</b> Lisa Crozier-Green Department of Natural Resources 525 West Allegan, Constitution Hall Third Floor, Pillar A1 Lansing, MI 48913 CrozierGreenL@michigan.gov 517-284-5938	<b>If to Contractor:</b> Moore Clark d/b/a Bio-Oregon George Demos 15 Saunders Way, Suite 500E Westbrook, ME 04092 george.demos@bio-oregon.com 207-591-7077
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “Contract Administrator”):

<b>State:</b> Lisa Crozier-Green Department of Natural Resources 525 West Allegan, Constitution Hall Third Floor, Pillar A1 Lansing, MI 48913 CrozierGreenL@michigan.gov 517-284-5938	<b>Contractor:</b> Moore Clark d/b/a Bio-Oregon George Demos 15 Saunders Way, Suite 500E Westbrook, ME 04092 george.demos@bio-oregon.com 207-591-7077
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

<b>State:</b> Jon Jackoviak, Fisheries Biologist Harrietta State Fish Hatchery 6801 West Thirty Mile Harrietta, MI 49638 231-389-2211 Jackoviakj@michigan.gov	<b>Contractor:</b> Moore Clark d/b/a Bio-Oregon George Demos 15 Saunders Way, Suite 500E Westbrook, ME 04092 george.demos@bio-oregon.com 207-591-7077
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$10,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities in the state of the Contractor's domicile.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Reserved.**
8. **Reserved.**
10. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
11. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
13. **Background Checks.** Unless otherwise stated in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
14. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
15. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

17. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

18. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.

19. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

20. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

21. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

22. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

23. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

24. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

25. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

26. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.

27. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

28. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
29. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
30. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
31. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
  - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
  - b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other

than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

34. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information

misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

35. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
36. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
37. **Reserved.**
38. **Reserved.**
39. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
40. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
41. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
42. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
43. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
44. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.  
  
Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
45. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
46. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

47. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
48. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
49. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
50. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
51. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

## **Addendum – Federal Provisions**

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### **1. Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and involves the employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

### **2. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **3. Clean Air Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

### **4. Debarment and Suspension**

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **5. Byrd Anti-Lobbying Amendment**

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under 31 USC 1352.

### **6. Procurement of Recovered Materials**

Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and **its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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George Demos, US Account Representative  
Skretting North America  
Moore-Clark d/b/a Bio-Oregon  
15 Saunders Way, Suite 500-E  
Westbrook, ME 04092  
207-951-1622

# STATE OF MICHIGAN

Contract Number 751B7700039

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

### BACKGROUND

The mission of DNR's Fisheries Division is to protect and enhance fish environments, habitat, populations and other forms of aquatic life and to promote the optimum use of these resources for the benefit of the people of Michigan. To carry out this mission DNR operates fish hatcheries, rearing fish to stock in the Great Lakes and inland waters to support and maintain sport fishing within the State of Michigan. Trout and salmon fish feed is needed to maintain the health and survival of fish being reared in several State of Michigan hatcheries. State Fish Hatcheries must meet rearing assignments, planting levels, and target size, and must strive to prevent loss of growth and probable catastrophic fish loss. Fish production is a federally funded program and the State could potentially lose federal funds if goals are not met.

Through feed trials and research conducted by DNR, it has been determined that Silver Cup brand steelhead diet and Silver Cup brand salmon diet feeds produce the optimum growth and survival rates of lake, brook, brown and rainbow trout and Atlantic salmon being reared in the hatcheries.

### SCOPE OF WORK AND DELIVERABLES

#### 1.1. Scope of Work

The Contractor agrees to provide the following Deliverables:

#### 1.2. Deliverables

##### A. Bio-Oregon manufactured brand fish feed per Schedule A.

- i) All fish feed to have non-detectable concentrations of PCBs and its metabolites, DDT and its metabolites, Chlordane and its metabolites, Led, Cadmium and Mercury. There will be no detectable amounts of the causative pathogens for any OIE emergency fish disease along with bacterial kidney disease.
- ii) If fish feed is in pellet form, the length of the pellet shall not be greater than the diameter of the pellet
- iii) Fish feed shall not be bagged until cooled to 10°F above ambient air temperature and dried to a moisture content of 10% or less.
- iv) Each batch of fish feed shipped to the DNR must be tested for phosphorus content by an independent testing laboratory. Test results must be forwarded to the DNR Project Manager Jon Jackoviak and Biologist Paul Stowe, prior to delivery of goods to the hatchery.
- v) At the time fish feed is delivered to DNR, feed shall be no older than 60 days from mixing date and the nutrient profile shall be in accordance with specifications contained herein.
- vi) All fish feed must be packaged in 44 pound bags.

##### B. BioDry 1000LP

- i) A low phosphorus (less than 0.9% at 10% moisture), extruded, low-pollution dry feed.
- ii) 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%

##### C. BioBrood

- i) An extruded dry feed for rearing pre-spawning salmon and trout
- ii) 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%

**d. BioVita Starter**

- i) An extruded high protein, high energy dry feed
- ii) 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%

**e. BioVita Fry**

- i) An extruded high protein, high energy dry feed
- ii) Feed Composition:
  - Protein (min) 50.0%
  - Oil (min) 22.0%,
  - Fiber (max) 1.0%
  - Ash (max) 1132.0%
  - Moisture (max) 8.5%
  - Phosphorus (min) 1.2%

**f. Medicated Bio with Romet 30, Terramycin 209, Aquaflor, Aquamycin 100,**

- i) A medicated dry feed
- ii) Feed Composition:
  - Protein (min) 50.0%
  - Fat (min) 20.0%,

**1.3. Warranties**

- A. The Contractor represents and warrants:
  - i) It is capable of fulfilling, and will fulfill, all obligations under this Contract.
  - ii) The performance of all obligations under this Contract shall be provided in a timely, professional and workmanlike manner, and shall be the performance and operation standards required under this Contract.
  - iii) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.
  - iv) The Contractor is qualified and registered to transact business in all locations where required.
  - v) Neither the Contractor nor any affiliates, nor any employee of either, has any interest that would conflict in any manner with the Contractor's performance of the Contract Activities.
  - vi) Neither the Contractor nor any affiliates, nor any employee of either, shall accept or will accept anything of value offered to influence or obligate the Contractor.
- B. All fish feed to have non-detectable concentrations of PCBs and its metabolites, DDT and its metabolites, Chlordane and its metabolites, Led, Cadmium and Mercury. There will be no detectable amounts of the causative pathogens for any OIE emergency fish disease along with bacterial kidney disease.
- B. Each batch of fish feed shipped to DNR shall be tested for phosphorus content by an independent testing laboratory. Test results shall be forwarded to the DNR Project Manager, Jon Jackoviak (JackoviakJ@michigan.gov) and Paul Stowe (StoweP@michigan.gov), prior to delivery of goods to the hatchery.
- C. At the time fish feed is delivered to DNR, feed shall be no older than 60 days from mixing date and the nutrient profile shall be in accordance with specifications contained herein.

**1.4. Quantity**

- A. The State is not obligated to purchase any specific quantity.
- B. The State's requested minimum order is one 44 pound bag.

**1.5. Ordering**

- A. This Contract is a Blanket Purchase Order (Master Agreement). The DNR will issue Purchase Orders against this Blanket Purchase Order for Deliverables under this Contract. Orders may be written or oral.
- B. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained within a Purchase Order supersede the terms and conditions of this Contract.
- C. The Contractor may begin performance upon receipt of a written or oral request from the DNR.
- D. The Contractor agrees they have the ability to accept payment via electronic funds transfer (EFT).
- E. Orders may be placed with the Contractor by telephone, email, or receipt of a purchase order.
- F. The Contractor agrees to have internal controls to verify abnormal orders and ensure only authorized individuals place orders.

## 2. Service Levels

### 2.1. Time Frames

All Contract Activities must be delivered within twenty-eight (28) days after receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

### 2.2. Delivery

- A. Delivery will be expected within twenty-eight (28) calendar days after receipt of order.
- B. Deliveries for all hatchery locations shall be coordinated by the DNR, Fisheries Division.
- C. Normal delivery hours are 8:00 am to 3:00 pm, Monday through Friday, excluding Holidays.
- D. Deliveries arriving after 3:00 p.m. will not be unloaded until the following business day.
- E. The following are applicable to all deliveries:
- F. The Contractor is responsible for delivering the Deliverables by the applicable delivery date to the location(s) specified in the Contract or the individual Purchase Order.
- G. Delivery will be made at the following locations:

Wolf Lake State Fish Hatchery	34270 Country Road 652 Mattawan, MI 49071 269-668-2696, ext. 25
Platte River State Fish Hatchery	15210 US Highway 31 Beulah, MI 49617-9760 231-327-4611
Oden State Fish Hatchery	3377 ½ Oden Road Oden, MI 49764 231-327-4689
Thompson State Fish Hatchery	RR2, Box 2534, M-149 Thompson, MI 49855 906-341-5587
Marquette State Fish Hatchery	488 Cherry Creek Road Marquette, MI 49855 906-249-1611
Harrietta State Fish Hatchery	6801 W. Thirty Mile Harrietta, MI 49638 231-389-2211
Lake Superior State University	Aquatics Lab Receiving Department 1100 Meridian Street Sault Sainte Marie, MI 49783

### 2.3. Packaging and Palletizing

- A. Packaging shall be optimized to permit the lowest freight rate.
- B. Fish feed shall be bagged in new, multiwall, plain paper bags.
- C. Each bag shall be labeled with:
  - i. Pellet or granule size,
  - ii. Date of mixing, and
  - iii. Type of diet.
- D. The net weight of feed for each bag shall be 44 pounds.
- E. Packaging shall meet the current requirement of state and federal law applicable to rail and motor carrier freight classifications, which will permit application of the lowest freight rate.

### 2.4. Palletizing

- A. Shipments shall be palletized whenever possible and shall conform to the following:
  - i) Manufacturer's standard 4-way shipping pallets shall be used
  - ii) Maximum height shall be 5' 6", including pallet
  - iii) Maximum weight shall be 2,000 pounds of feed (80 bags) per pallet
  - iv) Pallets shall be securely banded or shrink-wrapped
  - v) The cost of palletizing is included in the unit price.

## **2.5. Freight Charges**

Per unit prices quoted include "F.O.B. Destination" with transportation charges prepaid on all order meeting the minimum order requirement specified in Section 1.2, Quantity.

## **3. Acceptance**

### **3.1. Testing, Inspection and Acceptance**

- A. By tendering any Deliverable to the State, the Contractor certifies to the State that it has:
  - i) It has performed reasonable quality assurance activities
  - ii) It has performed reasonable testing
  - iii) It has corrected all material deficiencies discovered during the quality assurance activities and testing.
- B. To the extent that testing occurs at State locations, the State is entitled to observe and participate in the testing.
- C. The State Review Period (Section 17, Acceptance – Standard Contract Terms) will begin on the first business day following the State's receipt of the Deliverable(s).
- D. The State will only approve a Deliverable after confirming that it conforms to and performs according to specifications without material deficiency.
- E. The State may examine all packages at the time of delivery to confirm that all Deliverables have been delivered without deficiencies. If the State determines there are deficiencies, the State may reject the Deliverable without performing further inspection or testing.
- F. The State will use the following criteria to determine acceptance of the Contract Activities:
  - i) Each order placed shall be delivered in the quantities ordered and within the timeframe outlined in this Contract.
  - ii) Phosphorus content shall fall within the acceptable range of 1% to 1.3% for regular phosphorus feed, and less than 1% for low phosphorus feed.
  - iii) The DNR Representative or designee may approve acceptance of goods upon delivery, or within the State Review Period, as appropriate.
- G. The quantity of packages shall be recorded and any obvious visible or suspected damage shall be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.
- H. The State may, at its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval.
  - I. The State will notify the Contractor by the end of the State Review Period that either:
    - i) The Deliverable is accepted in the form delivered by the Contractor,
    - ii) The Deliverable is accepted, but noted deficiencies must be corrected, or
    - iii) The Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable. The State reserves the right to reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in sufficient quantity or of sufficient severity that it renders continuing the acceptance process unproductive or unworkable.
  - iv) Upon notice of deficiencies, the Contractor agrees to correct the deficiencies and re-deliver the Deliverables within ten (10) business days. Correction of deficiencies and re-delivery will incur no additional charges to the State. Upon correction and re-delivery, the State Review Period will recommence, not to exceed thirty (30) days. If after three (3) opportunities, the Contract is unable to correct all deficiencies the State may:
    1. Demand the Contractor cure the deficiency within ten (5) business days at the sole expense of the Contractor.
    2. Keep the Contract in place and perform, either itself or through a third party, whatever the Contractor has failed to do and recover the difference between the cost to cure the deficiency at the Contract price plus an additional 10% of the State's cost to cure the deficiency, or
    3. Fully or partially terminate the Contract for default by giving notice to the Contractor pursuant to Section 2 of the Standard Contract Terms.
    4. Notwithstanding the forgoing, the State may not use deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

### **3.2. Final Acceptance**

The State will notify the Contractor by the end of the State Review Period that the order has been fully accepted. Final Acceptance will not be imputed to the State unless the Contractor has received no notice of acceptance by the end of the State Review Period.

### **3.3. Reporting**

The Contractor agrees to provide various reports if and when requested by DNR. Examples include itemized report of total items purchase by each DNR Fisheries location, open invoice reports, quantity reports, etc. Reports may be submitted electronically to DNR at the following email address:

Jon Jackoviak, Fisheries Biologist  
Jackoviakj@michigan.gov

### **3.4. Meetings**

The Contractor agrees to attend the meetings the State may request.

## **4. Staffing**

### **4.1. Contractor Representative**

- A. The Contractor Representative is specifically assigned to State of Michigan accounts, and will respond to State inquiries regarding the Contract Activities and answering questions related to order, delivery, etc.
- B. The Contract Representative is:
  - George Demos
  - Moore-Clark d/b/a Bio-Oregon
  - 15 Saunders Way, Suite 500E
  - Westbrook, ME 04092
  - 207-591-7077
  - George.Demos@bio-oregon.com
- C. The Contractor agrees to notify the Contract Administrator at least ten (1) business days before removing or assigning a new Contractor Representative.

### **4.2. Key Personnel**

- A. Key Personnel are directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel shall be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within two (2) business days.
- B. The Contractor agrees to not remove or reassign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.
- C. Key Personnel is:
  - George Demos
  - Moore-Clark d/b/a Bio-Oregon
  - 15 Saunders Way, Suite 500E
  - Westbrook, ME 04092
  - 207-591-7077
  - George.Demos@bio-oregon.com

### **4.3. Non-Key Personnel**

The Contractor agrees to notify the Contract Administrator at least 10 calendar days before removing or assigning non-key personnel.

### **4.4. Disclosure of Subcontractors**

- A. The Contractor does not intend to utilize subcontractors.
- B. The Contractor agrees that subcontractors are required, the Contractor shall disclose the following:
  - i. The legal business name
  - ii. Address
  - iii. Telephone number
  - iv. A description of subcontractor's organization and the services it will provide
  - v. Information concerning subcontractor's ability to provide the Contract Activities.
  - vi. The relationship of the subcontractor to the Contractor.
  - vii. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
  - viii. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

### **4.5. Security**

- A. The Contractor's staff may be required to make deliveries or enter State facilities. The Contractor agrees staff will be required to wear uniforms and display ID badges.
- B. The Contractor agrees to perform background checks and drug screening on all employees performing Contract Activities on State owned / occupied property.
- C. The Contractor agrees to maintain background check and drug screening information on all employees performing Contract Activities, for the term of this Contract.
- D. The Contractor agrees this Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check.
- E. The Contractor agrees to ensure employees performing Contract Activities have no felony convictions or pending felony charges that are substantially related to the Contract Activities or services.

- F. The Contractor agrees to provide results of background checks or drug screening to the DNR Human Resources Director or designee, upon request.
- G. The Contractor agrees to adhere to any site specific security measures required by the State.
- H. The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.

## **5. Pricing**

### **5.1. Price Term**

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

### **5.2. Price Changes**

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

## **6. Invoice and Payment**

### **6.1. Invoice Requirements**

The Contractor agrees all invoices submitted to the State shall include:

- A. Date
- B. Contract Number
- C. Purchase Order number
- D. Quantity
- E. Description of the Contract Activities
- F. Unit price
- G. Shipping cost (if any)
- H. Total price

### **6.2. Payment Methods**

The State will make payment for Contract Activities by EFT only.

## **7. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State. The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

# STATE OF MICHIGAN

**Contract Number 751B7700039  
SCHEDULE B  
VENDOR PRICE SHEET**

**SCHEDULE B  
VENDORS PRICE SHEET**

Line Item	Specification Info	U/M	Less than 40,000 lbs Truckload Quantity	Truckload Quantity 40,000 lbs or more
<b>BioDry 1000LP</b>				
A low phosphorus (less than 0.9% based on 10% moisture content), extruded, low-pollution dry feed.				
<i>Feed composition:</i> Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.				
1	1.2 mm pellet	LB	\$ 1.46	\$ 1.43
2	1.5 mm pellet	LB	\$ 1.30	\$ 1.27
3	2.0 mm pellet	LB	\$ 1.26	\$ 1.23
4	2.5 mm pellet	LB	\$ 1.25	\$ 1.22
5	3.0 mm pellet	LB	\$ 1.23	\$ 1.20
6	4.0 mm pellet	LB	\$ 1.21	\$ 1.18
<b>BioBrood</b>				
An extruded, dry feed for rearing pre-spawning salmon and trout.				
<i>Feed composition:</i> Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.				
7	4.0 mm pellet	LB	\$ 1.46	\$ 1.43
8	6.0 mm pellet	LB	\$ 1.46	\$ 1.43
9	9.0 mm pellet	LB	\$ 1.46	\$ 1.43
10	12.0 mm pellet	LB	\$ 1.46	\$ 1.43
<b>BioVita Starter</b>				
An extruded, high protein, high energy, dry feed.				
<i>Feed composition:</i> Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.				
11	Mash, 0.25 – 0.40 mm	LB	\$ 1.64	\$ 1.61
12	Size #0, 0.3 – 0.6 mm	LB	\$ 1.64	\$ 1.61
13	Size #1, 0.4 – 0.1.0 mm	LB	\$ 1.64	\$ 1.61
14	Size #2, 0.8 – 1.4 mm	LB	\$ 1.64	\$ 1.61
<b>BioVita Fry</b>				
An extruded, high protein, high energy, dry feed.				
<i>Feed composition:</i> Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.				
15	1.2 mm pellet	LB	\$ 1.53	\$ 1.50
16	1.5 mm pellet	LB	\$ 1.40	\$ 1.37
17	2.0 mm pellet	LB	\$ 1.33	\$ 1.30
18	2.5 mm pellet	LB	\$ 1.30	\$ 1.27
19	3.0 mm pellet	LB	\$ 1.27	\$ 1.24
<b>Medicated Bio</b>				
A medicated dry feed (all medicated orders require a VFD)				
Protein (min) 50%; fat (min) 20%				
20	Medicated Bio feed with Romet 30 added; Feed Size #0, #1, #2, 1.2 mm,			
	0.56% Romet 30 dose	LB	\$ N/A	
	0.835% Romet 30 dose	LB	\$ N/A	
	1.67% Romet 30 dose	LB	\$ N/A	
21	Medicated Bio feed with Romet 30 added; Feed Size 1.5 mm - 3.0 mm			
	0.56% Romet 30 dose	LB	\$ N/A	
	0.835% Romet 30 dose	LB	\$ N/A	
	1.67% Romet 30 dose	LB	\$ N/A	
22	Medicated Bio feed with Terramycin 209 added; Feed Size #0, #1, #2, 1.2 mm			
	0.50% Terramycin 209 dose	LB	\$ 2.54	

	1.00% Terramycin 209 dose	LB	\$ 2.59	
	1.50% Terramycin 209 dose	LB	\$ 2.64	
	2.00% Terramycin 209 dose	LB	\$ 2.70	
	2.50% Terramycin 209 dose	LB	\$ 2.75	
	3.00% Terramycin 209 dose	LB	\$ 2.80	
23	<b>Medicated Bio feed with Terramycin 209 added; Feed Size 1.5 mm - 3.0 mm</b>			
	0.50% Terramycin 209 dose	LB	\$ 2.20	
	1.00% Terramycin 209 dose	LB	\$ 2.25	
	1.50% Terramycin 209 dose	LB	\$ 2.30	
	2.00% Terramycin 209 dose	LB	\$ 2.36	
	2.50% Terramycin 209 dose	LB	\$ 2.41	
	3.00% Terramycin 209 dose	LB	\$ 2.46	
24	<b>Medicated Bio feed with Aquaflor added; Feed Size #0, #1, #2, 1.2 mm</b>			
	0.04% Aquaflor dose	LB	\$ 2.60	
	0.07% Aquaflor dose	LB	\$ 2.67	
	0.10% Aquaflor dose	LB	\$ 2.77	
	0.20% Aquaflor dose	LB	\$ 3.06	
	0.40% Aquaflor dose	LB	\$ 3.65	
25	<b>Medicated Bio feed with Aquaflor added; Feed Size 1.5 mm - 3.0 mm</b>			
	0.04% Aquaflor dose	LB	\$ 2.26	
	0.07% Aquaflor dose	LB	\$ 2.33	
	0.10% Aquaflor dose	LB	\$ 2.43	
	0.20% Aquaflor dose	LB	\$ 2.73	
	0.40% Aquaflor dose	LB	\$ 3.31	
26	<b>Medicated Bio feed with Aquamycin 100 added; Crumbles Feed Size #1, #2</b>			
	1.125% Aquamycin 100 dose	LB	\$ 2.67	
	1.80% Aquamycin 100 dose	LB	\$ 2.82	
	2.25% Aquamycin 100 dose	LB	\$ 2.92	
	3.00% Aquamycin 100 dose	LB	\$ 3.08	
	4.50% Aquamycin 100 dose	LB	\$ 3.41	
27	<b>Medicated Bio feed with Aquamycin 100 added; Pellets, All Sizes</b>			
	1.125% Aquamycin 100 dose	LB	\$ 2.50	
	1.80% Aquamycin 100 dose	LB	\$ 2.65	
	2.25% Aquamycin 100 dose	LB	\$ 2.75	
	3.00% Aquamycin 100 dose	LB	\$ 2.91	
	4.50% Aquamycin 100 dose	LB	\$ 3.24	
28	<b>Additional or miscellaneous fees (i.e. Mixing Fee) for Medicated Feeds</b>	LB	\$ 50.00 for orders less than 220lbs	
29	<b>Freight (if not included in per pound cost of feed) – price quoted is maximum amount to be charged; actual charge may be less. (Excludes Medicated feed)</b>			
	Order size < 1,000 lbs	EA	\$ N/A	
	Order size 1,001 to 5,000 lbs	EA	\$ N/A	
	Order size 5,001 to 10,000 lbs	EA	\$ N/A	
	Order size > 10,000 lbs	EA	\$ N/A	

**\* NOTE Regarding Medicated Feeds:** The manufacture of medicated feeds is exceedingly complicated due to the variability of raw materials and drug concentrations within the specialized diet. Consequently, medicated feeds are more likely to be dusty or to float, especially at higher drug concentrations. Feeds medicated with TM-200F may appear especially dusty. Bio-Oregon will make every effort to minimize these effects but no discounts or credits will be issued for quality claims on medicated feed. Our goal is to provide medicated feed as quickly and efficiently as possible to best serve our customers.

\* All medicated prices are FOB Bio-Oregon, Longview WA, and actual freight rates will apply.