



State of West Virginia  
Request For Quotation  
Miscellaneous

Procurement Folder : 422236

Document Description : Wildlife Resources Open-End Contract for Trout Food

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2018-02-09	2018-02-23 13:30:00	ARFQ	0310 DNR1800000037	1	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone

FOR INFORMATION CONTACT THE

Angela W Negley  
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Signature X 

FEIN #

911645587

DATE

2/21/18

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

Date Printed : Feb 09, 2018 Solicitation Number : DNR1800000037

Page : 1

FORM ID : WV-PRC-ARFQ-001

SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
ELKINS WV26241	No City WV 99999
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Starter Crumble (No. 0)	1000.00000	LB	\$1.98	\$1,980

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	BioVita Starter	#0

**Extended Description**  
Per specifications outlined in 4.1.3.1.

SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
ELKINS WV26241	No City WV 99999
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	Starter Crumble (No. 0) Medicated Additive Terramycin TM200	100.00000	LB	\$2.45	\$245.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio-Vita Starter	#0 Medicated Terramycin TM 200

**Extended Description**  
Per specifications outlined in 4.1.3.2.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
ELKINS WV26241	No City WV 99999
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Starter Crumble (No. 0) Medicated Additive Aquaflor	100.00000	LB	\$2.58	\$258.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Vita Starter	#0 Medicated Aquaflor

**Extended Description**  
Per the specifications outlined in 4.1.3.3.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
4	Starter Crumble (No. 0) Medicated Additive Romet 30	100.00000	LB	\$2.53	\$253.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Vita Starter	#0 Medicated Romet 30

**Extended Description**  
Per the specifications outlined in 4.1.3.4.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
5	Starter Crumble (No. 0) Medicated Additive Romet TC	100.00000	LB	\$2.88	\$288.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Vita Starter	#0 Medicated Romet TC

**Extended Description**  
Per the specifications outlined in 4.1.3.5.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		<b>SHIP TO</b>  STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
6	Starter Granules (No. 1)	5000.00000	LB	\$1.98	\$9,900

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Vita Starter	#1

**Extended Description**  
Per the specifications outlined in 4.1.3.6.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		<b>SHIP TO</b>  STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
7	Starter Granules (No.1) Medicated Additive Terramycin TM200	300.00000	LB	\$2.45	\$735.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Vita Starter	#1 Medicated terramycin TM200

**Extended Description**  
Per the specifications outlined in 4.1.3.7.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		<b>SHIP TO</b>  STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
8	Starter Granules (No. 1) Medicated Additive Aquaflor	300.00000	LB	\$2.58	\$774.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	BioVita Starter	#1 Medicated Aquaflor

**Extended Description**  
Per the specifications outlined in 4.1.3.8.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
9	Starter Granules (No. 1) Medicated Additive Romet 30	300.00000	LB	\$2.53	\$759.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	BioVita Starter	#1 Medicated Romet 30

**Extended Description**  
Per the specifications outlined in 4.1.3.9.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
10	Starter Granules (No. 1) Medicated Additive Romet TC	300.00000	LB	\$2.88	\$864.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	BioVita Starter	#1 Medicated Romet TC

**Extended Description**  
Per the specifications outlined in 4.1.3.10.

SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
ELKINS WV26241	No City WV 99999
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
11	Starter Granules (No. 2, 0.8 mm)	10000.00000	LB	\$1.98	\$19,800

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Vita Starter	#2

**Extended Description**  
Per the specifications outlined in 4.1.3.11.

SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
ELKINS WV26241	No City WV 99999
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
12	Starter Granules(No. 2, 0.8 mm)Medicated Additive Terramycin	500.00000	LB	\$2.45	\$1,225.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Vita Starter	#2 Medicated Terramycin

**Extended Description**  
Per the specifications outlined in 4.1.3.12.

SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
ELKINS WV26241	No City WV 99999
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
13	Starter Granules (No. 2, 0.8 mm) Medicated Additive Aquaflor	500.00000	LB	\$2.58	\$1,290.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	BioVita Starter	#2 Medicated aquaflor

**Extended Description**  
Per the specifications outlined in 4.1.3.13.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
14	Starter Granules (No. 2, 0.8 mm) Medicated Additive Romet 30	500.00000	LB	\$2.53	\$1,265.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Vita Starter	#2 Medicated Romet 30

**Extended Description**  
Per the specifications outlined in 4.1.3.14.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
15	Starter Granules (No. 2, 0.8 mm) Medicated Additive Romet TC	500.00000	LB	\$2.88	\$1,440.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	BioVita Starter	Medicated Romet TC

**Extended Description**  
Per the specifications outlined in 4.1.3.15.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
16	Grower Diet (1.0 mm)	10000.00000	LB	\$1.72	\$17,200.00

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>	<i>Bio-Olympic Fry</i>	<i>1.2</i>

**Extended Description**  
Per the specifications outlined in 4.2.4.1.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
17	Grower Diet (1.0 mm) Medicated Additive Terramycin TM200	1000.00000	LB	\$2.19	\$2,190.00

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>	<i>Bio-Olympic Fry</i>	<i>1.2 Medicated Terramycin TM200</i>

**Extended Description**  
Per the specifications outlined in 4.2.4.2.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US



Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
18	Grower Diet (1.0 mm) Medicated Additive Aquaflor	1000.00000	LB S	\$2.32	\$2,320.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio-Olympic Fry	#1.2 Medicated aquaflor

**Extended Description**  
Per the specifications outlined in 4.2.4.3.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
19	Grower Diet (1.0 mm) Medicated Additive Romet 30	500.00000	LB	\$2.27	\$1,135.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio-Olympic Fry	1.2 Medicated Romet 30

**Extended Description**  
Per the specifications outlined in 4.2.4.4.

INVOICE TO DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		SHIP TO STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
20	Grower Diet (1.0 mm) Medicated Additive Romet TC	500.00000	LB	\$2.62	\$1,310.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio-Olympic Fry	1.2 Medicated Romet TC

**Extended Description**  
Per the specifications outlines in 4.2.4.5.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
21	Grower Diet (1.5 mm)	26000.00000	LB	\$1.59	\$41,340.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Trout <sup>cep</sup> Olympic	1.5 mm

**Extended Description**  
Per the specifications outlined in 4.2.4.6.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
22	Grower Diet (1.5 mm) Medicated Additive Terramycin TM200	3000.00000	LB	\$2.06	\$6,180.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Trout <sup>cep</sup> Olympic	1.5 Medicated Terramycin TM200

**Extended Description**  
Per the specifications outlined in 4.2.4.7.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
ELKINS	No City
US	US
WV26241	WV 99999

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
23	Grower Diet (1.5 mm) Medicated Additive Aquaflor	3000.00000	LB	\$2.19	\$6,570.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-oregon	Bio-Treat 400 Olympic	1.5 Medicated Aquaflor

**Extended Description**  
Per the specifications outlined in 4.2.4.8

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
24	Grower Diet (1.5 mm) Medicated Additive Romet 30	1500.00000	LB	\$2.14	\$3,210.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-oregon	Bio-Treat 400 - Olympic	1.5 Medicated Romet 30

**Extended Description**  
Per the specifications outlined in 4.2.4.9.

INVOICE TO DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		SHIP TO STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
25	Grower Diet (1.5 mm) Medicated Additive Romet TC	1500.00000	LB	\$2.49	\$3,735

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio-Treat 400 Olympic	1.5 Medicated Romet TC

**Extended Description**  
Per the specifications outlined in 4.2.4.10.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
26	Grower Diet (2.0 mm)	50000.00000	LB	\$1.01	\$50.500

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	2.0 DIM

**Extended Description**  
 Per the specifications outlined in 4.2.4.11.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
27	Grower Diet (2.0 mm) Medicated Additive Terramycin TM200	5000.00000	LB	\$1.48	\$7,400.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	2.0 medicated terramycin TM 200

**Extended Description**  
 Per the specifications outlined in 4.2.4.12.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
28	Grower Diet (2.0 mm) Medicated Additive Aquaflor	5000.00000	LB	\$1.61	\$8,050. <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotront	2.0 Medicated Aquaflor

**Extended Description**  
Per the specifications outlined in 4.2.4.13.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
29	Grower Diet (2.0 mm) Medicated Additive Romet 30	2500.00000	LB	\$1.56	\$3,900. <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotront	2.0 Medicated Romet 30

**Extended Description**  
Per the specifications outlined in 4.2.4.14.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
30	Grower Diet (2.0 mm) Medicated Additive Romet TC	2500.00000	LB	\$1.91	\$4,775. <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotront	Medicated Romet TC

**Extended Description**  
Per the specifications outlined in 4.2.4.15.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
31	Grower Diet (3.0 mm)	100000.00000	LB	\$0.96	\$96,000 <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oxygent</i>	<i>Biotrout</i>	<i>3.0 mm</i>

**Extended Description**  
Per the specifications outlined in 4.2.4.16

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
32	Grower Diet (3.0 mm) Medicated Additive Terramycin TM200	10000.00000	LB	\$1.43	\$14,300

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oxygent</i>	<i>Biotrout</i>	<i>3.0 medicated Terramycin TM200</i>

**Extended Description**  
Per the specifications outlined in 4.2.4.17.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
33	Grower Diet (3.0 mm) Medicated Additive Aquaflor	10000.00000	LB	\$1.56	\$15,600 <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	3.0 medicated Aquaflor

**Extended Description**  
Per the specifications outlined in 4.2.4.18.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
34	Grower Diet (3.0 mm) Medicated Additive Romet 30	5000.00000	LB	\$1.51	\$7,550 <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	3.0 medicated Romet 30

**Extended Description**  
Per the specifications outlined in 4.2.4.19.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
35	Grower Diet (3.0 mm) Medicated Additive Romet TC	5000.00000	LB	\$1.86	\$9,300 <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	3.0 medicated Romet TC

**Extended Description**  
Per the specifications outlined in 4.2.4.20.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
36	Grower Diet (4.0 mm)	200000.00000	LB	\$1.02	\$204,000

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Trout	4.0 mm

**Extended Description**  
Per the specifications outlined in 4.2.4.21.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
37	Grower Diet (4.0 mm) Medicated Additive Terramycin TM200	20000.00000	LB	\$1.49	\$29,800

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Bio Trout	4.0 Medicated terramycin TM200

**Extended Description**  
Per the specifications outlined in 4.2.4.22.

<b>INVOICE TO</b> DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		<b>SHIP TO</b> STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
38	Grower Diet (4.0 mm) Medicated Additive Aquaflor	20000.00000	LB	\$1.62	\$32,400

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	4.0 Medicated Aquaflor

**Extended Description**  
Per the specifications outlined in 4.2.4.23.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS  US	WV26241	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City  US	WV 99999
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
39	Grower Diet (4.0 mm) Medicated Additive Romet 30	10000.00000	LB	\$1.57	\$15,700

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	4.0 Medicated Romet 30

**Extended Description**  
Per the specifications outlined in 4.2.4.24.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS  US	WV26241	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City  US	WV 99999
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
40	Grower Diet (4.0 mm) Medicated Additive Romet TC	10000.00000	LB	\$1.92	\$19,200

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	Medicated Romet TC

**Extended Description**  
Per the specifications outlined in 4.2.4.25.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
41	Grower Diet (4.0 mm) Pigment Additive Carophyll Pink 10%	20000.00000	LB	\$0.96	\$19,200

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	4.0 Carophyll Pink 10%

**Extended Description**  
Per the specifications outlined in 4.2.4.26.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
42	Grower Diet (4.0 mm) Pigment Additive Carophyll Red 10%	20000.00000	LB	NOT OFFERED	

Commodity Code	Manufacturer	Model #	Specification
10121700			

**Extended Description**  
Per the specifications outlined in 4.2.4.27.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
43	Grower Diet (5.0 mm)	500000.00000	LB		

NOT OFFERED

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	6.0 MM

**Extended Description**

Per the specifications outlined in 4.2.4.28.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
44	Grower Diet (5.0 mm) Medicated Additive TerramycinTM200	50000.00000	LB		

NOT OFFERED

Commodity Code	Manufacturer	Model #	Specification
10121700			

**Extended Description**

Per the specifications outlined in 4.2.4.29.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
45	Grower Diet (5.0 mm) Medicated Additive Aquaflor	50000.00000	LB		

NOT OFFERED

Commodity Code	Manufacturer	Model #	Specification
10121700			

**Extended Description**

Per the specifications outlined in 4.2.4.30.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
46	Grower Diet (5.0 mm) Medicated Additive Romet 30	25000.00000	LB		
					<i>NOT OFFERED</i>
Commodity Code	Manufacturer	Model #	Specification		
10121700					

**Extended Description**  
Per the specifications outlined in 4.2.4.31.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
47	Grower Diet (5.0 mm) Medicated Additive Romet TC	25000.00000	LB		
					<i>NOT OFFERED</i>
Commodity Code	Manufacturer	Model #	Specification		
10121700					

**Extended Description**  
Per the specifications outlined in 4.2.4.32.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
48	Grower Diet (5.0 mm) Pigment Additive Carophyll Pink 10%	40000.00000	LB		
					<i>NOT OFFERED</i>

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>		

**Extended Description**  
Per the specifications outlined in 4.2.4.33.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
49	Grower Diet (5.0 mm) Pigment Additive Carophyll Red 10%	40000.00000	LB		
					<i>NOT OFFERED</i>

Commodity Code	Manufacturer	Model #	Specification
10121700			

**Extended Description**  
Per the specifications outlined in 4.2.4.34.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
50	Grower Diet (6.0 mm)	50000.00000	LB		
				<i>\$0.91</i>	<i>\$45,500</i>

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>	<i>Biotrout</i>	<i>6.0 mm</i>

**Extended Description**  
Per the specifications outlined in 4.2.4.35

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
51	Grower Diet (6.0 mm) Medicated Additive Terramycin TM200	5000.00000	LB	\$1.38	\$6,900
Commodity Code		Manufacturer		Model #	
10121700		<i>Bio-Oregon</i>		<i>Bio-trout</i>	
				Specification	
				<i>6.0 Medicated terramycin TM 200</i>	
<b>Extended Description</b> Per the specifications outlined in 4.2.4.36.					

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
52	Grower Diet (6.0 mm) Medicated Additive Aquaflor	5000.00000	LB	\$1.51	\$7,550
Commodity Code		Manufacturer		Model #	
10121700		<i>Bio-Oregon</i>		<i>Bio-trout</i>	
				Specification	
				<i>6.0 Medicated Aquaflor</i>	
<b>Extended Description</b> Per the specifications outlined in 4.2.4.37.					

<b>INVOICE TO</b> DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		<b>SHIP TO</b> STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
53	Grower Diet (6.0 mm) Medicated Additive Romet 30	2500.00000	LB	\$1.46	\$3,650.00

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>	<i>Biotrout</i>	<i>6.0 Medicated Romet 30</i>

Extended Description  
Per the specifications outlined in 4.2.4.38.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
54	Grower Diet (6.0 mm) Medicated Additive Romet TC	2500.00000	LB	\$1.81	\$4525.00

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>	<i>Biotrout</i>	<i>6.0 Medicated Romet TC</i>

Extended Description  
Per the specifications outlined in 4.2.4.39.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
55	Grower Diet (6.0 mm) Pigment Additive Carophyll Pink 10%	40000.00000	LB	\$0.91	\$36,400

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>	<i>Biotrout</i>	<i>6.0 Carophyll pink 1090</i>

Extended Description  
Per the specifications outlined in 4.2.4.40.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
56	Grower Diet (6.0 mm) Pigment Additive Carophyll Red 10%	40000.00000	LB		
					<i>NOT OFFERED</i>
Commodity Code	Manufacturer	Model #	Specification		
10121700					

**Extended Description**  
Per the specifications outlined in 4.2.4.41.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
57	Grower Diet (7.0 mm)	50000.00000	LB		
				<i>\$0.90</i>	<i>\$45,000</i>
Commodity Code	Manufacturer	Model #	Specification		
10121700	<i>BID-Oregon</i>	<i>Biotreat</i>	<i>9.0 mm</i>		

**Extended Description**  
Per the specifications outlined in 4.2.4.42.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
58	Grower Diet (7.0 mm) Medicated Additive Terramycin TM200	5000.00000	LB	\$1.37	\$6,850

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	9.0 medicated terramycin TM200

**Extended Description**  
Per the specifications outlined in 4.2.4.43.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
59	Grower Diet (7.0 mm) Medicated Additive Aquaflor	5000.00000	LB	\$1.50	\$7,500

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	9.0 Medicated Aquaflor

**Extended Description**  
Per the specifications outlined in 4.2.4.44.

INVOICE TO DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		SHIP TO STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
60	Grower Diet (7.0 mm) Medicated Additive Romet 30	2500.00000	LB	\$1.45	\$3,625

Commodity Code	Manufacturer	Model #	Specification
10121700	Bio-Oregon	Biotrout	9.0 Medicated Romet 30

**Extended Description**  
Per the specifications outlined in 4.2.4.45.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
61	Grower Diet (7.0 mm) Medicated Additive Romet TC	2500.00000	LB	\$1.80	\$4,500

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>	<i>Biotrout</i>	<i>9.0 Medicated Romnet TC</i>

**Extended Description**  
Per the specifications outlined in 4.2.4.46.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
62	Grower Diet (7.0 mm) Pigment Additive Carophyll Pink 10%	40000.00000	LB	\$0.90	\$36,000

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>	<i>Biotrout</i>	<i>9.0 Pigment Carophyll Pink 10%</i>

**Extended Description**  
Per the specifications outlined in 4.2.4.47.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
63	Grower Diet (7.0 mm) Pigment Additive Carophyll Red 10%	40000.00000	LB		

*NOT OFFERED*

Commodity Code	Manufacturer	Model #	Specification
10121700			

**Extended Description**

Per the specifications outlined in 4.2.4.48..

SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
64	Brood Diet (6.5 mm)	5000.00000	LB		

*\$1.70 \$8,500*

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>	<i>BioBrood</i>	<i>6.0 mm</i>

**Extended Description**

Per the specifications outlined in 4.3.3.1.

SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67  ELKINS WV26241  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
65	Brood Diet (7.5 mm)	30000.00000	LB		

*\$1.70 \$51,000*

Commodity Code	Manufacturer	Model #	Specification
10121700	<i>Bio-Oregon</i>	<i>BioBrood</i>	<i>9.0 mm</i>

**Extended Description**

Per the specifications outlined in 4.3.3.2.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Question Deadline 9am	2018-02-15

<b>DNR1800000037</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Wildlife Resources Open-End Contract for Trout Food	<b>Page</b> <b>28 of</b> <b>28</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**West Virginia Division of Natural Resources**  
**Agency Formal Procurements**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

A **MANDATORY** pre-bid meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five (5) business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Property and Procurement Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 15, 2018, at 9:00am

Submit Questions to:  
West Virginia Division of Natural Resources  
Property and Procurement Office Attention: Angela White Negley  
South Charleston, WV 25303  
Fax: (304) 558-2165  
Email: [angela.w.negley@wv.gov](mailto:angela.w.negley@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources  
Property and Procurement Office  
**BID RESPONSE**  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

**SEALED BID:**

**BUYER:** Angela White Negley  
**SOLICITATION NUMBER:** ARFQ DNR18\*37  
**SOLICITATION CLOSING DATE:** February 23, 2018  
**SOLICITATION CLOSING TIME:** 1:30pm  
**FAX NUMBER:** 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Property and Procurement Office at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to ARFP)

Technical

Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: February 23, 2018, at 1:30pm

Bid Opening Location:  
West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with Division of Natural Resources Series IV Purchasing Guidelines and Procedures §6.6. communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid any applicable fees.



- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the W. Va. Code § 5A-3-37 and the W. Va. Code R. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. Code R. § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. Code R. § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.
- 20. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Formal Procurements**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Chief Procurement Officer, or his or her designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency"** means the West Virginia Division of Natural Resources.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Chief Procurement Officer"** means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.

**2.5. "Property and Procurement Office"** means the section within the Division headed by the Chief Procurement Officer and its personnel.

**2.6. "Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.7. "Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.8. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.

**2.9. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.10. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**2.11. "Will", "Shall" and "Must"** identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on upon purchase order award and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open-End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, and Attorney General's office.

**6. EMERGENCY PURCHASES:** Chief Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Chief Procurement Officer, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_ . The performance bond must be received by the Property and Procurement Office prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Property and Procurement Office prior to Contract award.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Property and Procurement Office prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

*S/E ATTACHED CERTIFICATIONS:*

*1. CERTIFICATION OF REGISTRATION - ISO 9001:2008*

*2. GLOBAL AQUACULTURE ALLIANCE (GAA)  
BEST AQUACULTURE PRACTICES (BAP)*

*3. HACCP/EMP*

*4. ISO 9001:2015*

*5. FEED MILL BAP*

*6. CODEX HACCP: HACCP 86891*

*7. BAP FACILITY # M10079 NSF SF 17200*

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_  
\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third-Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Chief Procurement Officer reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Property and Procurement Office. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Property and Procurement Office. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.



**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Chief Procurement Officer reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

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

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the

performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with W.Va. Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Property and Procurement Office affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid, or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: \_\_\_\_\_  
Contractor's License No.: WV- \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.



**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21- 1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

- c. Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i.** The subcontractor listed in the original bid has filed for bankruptcy;
  - ii.** The subcontractor in the original bid has been debarred or suspended; or
  - iii.** The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.



**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
  
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.
  
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
  
- 4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
  
- 4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
  
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

George Demos  
(Name, Title)  
U.S. Account Representative  
(Printed Name and Title)  
15 Saunders Way Suite 500 E  
(Address)  
207-591-7077 207-591-7078  
(Phone Number) / (Fax Number)  
George.demos@bio-oregon.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Moore Clark Usa inc. dba/bio-oregon  
(Company)  
George Demos US account representative  
(Authorized Signature) (Representative Name, Title)  
George Demos U.S. Account Representative  
(Printed Name and Title of Authorized Representative)  
2/21/18  
(Date)  
207-591-7077 207-591-7078  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Moore Clark USA Inc dba/bio-oregon  
Company

  
Authorized Signature

2/21/18  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



**REQUEST FOR QUOTATION**  
West Virginia Division of Natural Resources-Wildlife Resources Section  
Open-End Contract for Trout Food

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of the Wildlife Resources Section to establish an open-end contract for trout food.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Agency 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.
  - 2.4 **“Extruded Formula”** means floating or sinking aquatic feed formed through the process of extrusion. This process is a high temperature short time (HTST) heating process that minimizes the degradation of food nutrients while improving the digestibility of protein and starches.
  - 2.5 **“BHT”** means Butylated Hydroxytoluene.
  - 2.6 **“BHA”** means Butylated Hydroxyanisol.
  - 2.7 **“Terramycin@200”** means a broad-spectrum anti- infective with a specially designed formula for fish. It has been proven highly effective in controlling diseases caused by Gram-positive and Gram- negative organisms.
  - 2.8 **“Aquaflor®”** means antimicrobial feed specially designed for aquaculture.
  - 2.9 **“Carophyll Pink 10% Astaxanthin”** means a natural color pigment used as an additive in fish food to naturally enhance fish color.
  - 2.10 **“Carophyll Red 10% - means Canthaxantin”** means a natural color pigment used as an additive in fish food to naturally enhance fish flesh color.

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Open-End Contract for Trout Food

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**2.11 “Romet@30”** means an antimicrobial powder containing sulfadimethoxine with an ormetoprim potentiator that must be mixed with fish feed at the feed mill.

**2.12 “Romet@TC”** means Romet® “Top Coat”, an antimicrobial powder containing sulfadimethoxine with an ormetoprim potentiator that must be applied to the exterior of the fish feed at the feed mill.

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing is. Contract items must meet or exceed the mandatory requirements as shown below.

**3.1.1 TROUT FOOD**

**3.1.1.1** Fish meal must be comprised of the ingredients and specifications listed in Appendix A.

**3.1.1.2** Vitamin premix must have a wheat or soybean base and must have the guaranteed analysis listed in Appendix B. Vitamin premix must not be stored longer than 90 days after date of preparation.

**3.1.1.3** Trace mineral premix must have guaranteed analysis listed in Appendix C.

**3.1.1.4** Medicated additives must be added in specified concentration as indicated in Appendix D.

**3.1.1.5** Carotenoid pigment additives must be added in specified concentrations as indicated in Appendix E.

**3.1.1.6** Granule Sizes must pass through and over specific US screens sizes listed in Appendix F.

**3.1.1.7** All feed supplied under this contract must meet the complete nutritional requirements of brook, brown and rainbow trout without supplemental feeding of meat, enriched rations or vitamins. Feed must maintain a minimum conversion of 1.4 for yearling trout under normal hatchery conditions.

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Open-End Contract for Trout Food

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**3.1.1.8** Feed must be manufactured no more than (30) thirty days prior to shipment.

**3.1.1.9** The West Virginia Division of Natural Resources reserves the right to analyze composition of any shipment of feed being sent to West Virginia hatcheries.

**3.1.2 Formulation Specification for Starter Diet**

**3.1.2.1** Minimum Crude protein 50%  
Minimum Fish Meal protein 33%  
Minimum Crude fat 15%  
Maximum Moisture 12.0% at bagging and delivery

**3.1.2.2** Starter diet must be composed of the follow items:  
Fish Meal (50% Minimum)  
Wheat Flour (13% Maximum)  
Soy Flour (15% Maximum)  
Fish Oil (12%) – Stabilized with BHA, BHT, or ethoxyquin. Must have less than 3% free fatty acids and not to be alkaline reprocessed  
Ring Dried Blood Meal (10% Minimum)  
Trace mineral premix (1 lb / ton)  
Vitamin premix (12 lb / ton)  
Choline chloride (50%) (4.5 lb / ton)  
Ascorbic acid (1.5 lb / ton)  
Lignon sulphonate binder (2% Maximum)

**3.1.2.3** Starter diet must be available with and without medicated additives in the following sizes: Starter, No. 1 and No. 2 (0.8 mm) sizes.

**3.1.2.3.1** Must include starter crumble (No.0).

**3.1.2.3.2** Must include starter crumble (No.0) with medicated additive **Terramycin® TM 200**.

**3.1.2.3.3** Must include starter crumble (No.0) with medicated additive **Aquaflor®**.

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West Virginia Division of Natural Resources-Wildlife Resources Section  
Open-End Contract for Trout Food

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- 3.1.2.3.4 Must include starter crumble (No.0) with medicated additive **Romet® 30**.
- 3.1.2.3.5 Must include starter crumble (No.0) with medicated additive **Romet® TC**.
- 3.1.2.3.6 Must include starter granule (No.1)
- 3.1.2.3.7 Must include starter granule (No.1) with medicated additive **Terramycin® TM 200**.
- 3.1.2.3.8 Must include starter granule (No.1) with medicated additive **Aquaflor®**.
- 3.1.2.3.9 Must include starter granule (No.1) with medicated additive **Romet® 30**.
- 3.1.2.3.10 Must include starter granule (No.1) with medicated additive **Romet® TC**.
- 3.1.2.3.11 Must include starter granule (No.2, 0.8mm).
- 3.1.2.3.12 Must include starter granule (No.2,0.8mm) with medicated additive **Terramycin® TM 200**.
- 3.1.2.3.13 Must include starter granule (No.2,0.8mm) with medicated additive **Aquaflor®**.
- 3.1.2.3.14 Must include starter granule (No.2,,08mm) with medicated additive **Romet® 30**.
- 3.1.2.3.15 Must include starter granule (No.2, 0.8mm) with medicated additive **Romet® TC**.

**3.1.3 FORMULATION SPECIFICATION FOR GROWER DIET**

- 3.1.3.1 Minimum Crude protein 45%
- Minimum Fish Meal protein 25%
- Minimum Crude fat 19%
- Maximum Crude fiber 3%
- Maximum Moisture 12.0% at bagging and delivery

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**3.1.3.2** Grower diet must be composed of the follow items:

- Fish Meal (35% Minimum)
- Wheat Flour (19% Maximum)
- Soy Flour (25% Maximum)
- Fish Oil (7%) – Stabilized with BHA, BHT, or ethoxyquin. Must have less than 3% free fatty acids and not to be alkaline reprocessed.
- Brewers dried yeast (2.5%), minimum protein 35%, maximum fiber 3%.
- Ring dried blood meal (5% Minimum)
- Trace mineral remix (2 lb / ton)
- Vitamin premix (8 lb / ton)
- Choline chloride (50%) (3.5 lb / ton)
- Ascorbic acid (1.5 lb / ton)
- Lignon sulphonate binder (2% Maximum)

**3.1.3.3** Grower diet must be available in extruded formula with medicated additives for the following sizes: 1, 1.5, 2, 3, 4, 5, 6, and 7 mm pellet sizes.

**3.1.3.4** Grower diet must be available in extruded formula with carotenoid pigments additives for the following sizes: 4, 5, 6, and 7 mm pellet sizes.

**3.1.3.4.1** Must include grower diet (1.0mm).

**3.1.3.4.2** Must include grower diet (1.0mm) with medicated additive **Terramycin® TM 200**.

**3.1.3.4.3** Must include grower diet (1.0mm) with medicated additive **Aquaflor®**.

**3.1.3.4.4** Must include grower diet (1.0mm) with medicated additive **Romet® 30**.

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- 3.1.3.4.5 Must include grower diet (1.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.6 Must include grower diet (1.5mm).
- 3.1.3.4.7 Must include grower diet (1.5mm) with medicated additive **Terramycin® TM 200**.
- 3.1.3.4.8 Must include grower diet (1.5mm) with medicated additive **Aquaflor®**.
- 3.1.3.4.9 Must include grower diet (1.5mm) with medicated additive **Romet® 30**.
- 3.1.3.4.10 Must include grower diet (1.5mm) with medicated additive **Romet® TC**.
- 3.1.3.4.11 Must include grower diet (2.0mm).
- 3.1.3.4.12 Must include grower diet (2.0mm) with medicated additive **Terramycin® TM 200**.
- 3.1.3.4.13 Must include grower diet (2.0mm) with medicated additive **Aquaflor®**.
- 3.1.3.4.14 Must include grower diet (2.0mm) with medicated additive **Romet® 30**.
- 3.1.3.4.15 Must include grower diet (2.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.16 Must include grower diet (3.0mm).
- 3.1.3.4.17 Must include grower diet (3.0mm) with medicated additive **Terramycin® TM 200**.

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- 3.1.3.4.18 Must include grower diet (3.0mm) with medicated additive **Aquaflor®**.
- 3.1.3.4.19 Must include grower diet (3.0mm) with medicated additive **Romet® 30**.
- 3.1.3.4.20 Must include grower diet (3.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.21 Must include grower diet (4.0mm).
- 3.1.3.4.22 Must include grower diet (4.0mm) with medicated additive **Terramycin® TM 200**.
- 3.1.3.4.23 Must include grower diet (4.0mm) with medicated additive **Aquaflor®**.
- 3.1.3.4.24 Must include grower diet (4.0mm) with medicated additive **Romet® 30**.
- 3.1.3.4.25 Must include grower diet (4.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.26 Must include grower diet (4.0mm) with pigment additive **Carophyll® Pink**.
- 3.1.3.4.27 Must include grower diet (4.0mm) with pigment additive **Carophyll® Red 10%**.
- 3.1.3.4.28 Must include grower diet (5.0mm).
- 3.1.3.4.29 Must include grower diet (5.0mm) with medicated additive **Terramycin® TM 200**.
- 3.1.3.4.30 Must include grower diet (5.0mm) with medicated additive **Aquaflor®**.

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West Virginia Division of Natural Resources-Wildlife Resources Section  
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- 3.1.3.4.31 Must include grower diet (5.0mm) with medicated additive **Romet® 30**.
- 3.1.3.4.32 Must include grower diet (5.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.33 Must include grower diet (5.0mm) with pigment additive **Carophyll® Pink 10% Astaxanthin**.
- 3.1.3.4.34 Must include grower diet (5.0mm) with pigment additive **Carophyll® Red 10%**.
- 3.1.3.4.35 Must include grower diet (6.0mm).
- 3.1.3.4.36 Must include grower diet (6.0mm) with medicated additive **Terramycin® TM 200**.
- 3.1.3.4.37 Must include grower diet (6.0mm) with medicated additive **Aquaflor®**.
- 3.1.3.4.38 Must include grower diet (6.0mm) with medicated additive **Romet® 30**.
- 3.1.3.4.39 Must include grower diet (6.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.40 Must include grower diet (6.0mm) with pigment additive **Carophyll® Pink 10% Astaxanthin**.
- 3.1.3.4.41 Must include grower diet (6.0mm) with pigment additive **Carophyll® Red 10%**.
- 3.1.3.4.42 Must include grower diet (7.0mm).



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- 3.1.3.4.43** Must include grower diet (7.0mm) with medicated additive **Terramycin® TM 200.**
- 3.1.3.4.44** Must include grower diet (7.0mm) with medicated additive **Aquaflor®.**
- 3.1.3.4.45** Must include grower diet (7.0mm) with medicated additive **Romet® 30.**
- 3.1.3.4.46** Must include grower diet (7.0mm) with medicated additive **Romet® TC.**
- 3.1.3.4.47** Must include grower diet (7.0mm) with pigment additive **Carophyll® Pink 10% Astaxanthin.**
- 3.1.3.4.48** Must include grower diet (7.0mm) with pigment additive **Carophyll® Red 10%.**

**3.1.4 FORMULATION SPECIFICATION FOR BROOD DIET**

- 3.1.4.1** Minimum crude protein 43%
  - Minimum fish meal protein 17.5%
  - Minimum crude fat 10%
  - Maximum crude fiber 5%
  - Maximum moisture 12.0% at bagging and delivery
- 3.1.4.2** Grower diet must be composed of the follow items:
  - Fish meal (25% Minimum)
  - Wheat flour (32% Maximum)
  - Soy flour (15% Maximum)
  - Fish oil (10%) – Stabilized with BHA, BHT, or ethoxyquin. Must have less than 3% free fatty acids and not to be alkaline reprocessed.
  - Brewers dried yeast (2.5%), minimum protein 35%, maximum fiber 3%.
  - Ring dried blood meal (10% Minimum)

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Trace mineral premix (2 lb / ton)  
Vitamin premix (8 lb / ton)  
Choline chloride (50%) (3.5 lb / ton)  
Ascorbic acid (1.5 lb / ton)  
Lignon sulphonate binder (2% Maximum)

**3.1.4.3** Brood diet must be extruded formula and available for the following sizes: 6.5 and 7.5mm pellet sizes.

**3.1.4.3.1** Must include brood diet (6.5mm).

**3.1.4.3.2** Must include brood diet (7.5mm).

**4 CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by quoting cost per 1 lb. of each food formulation specified in item numbers 3.1.2, 3.1.3, and 3.1.4. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor must enter the information into the Exhibit-A Pricing Pages. If vendor submits bid through wvOASIS, vendor must complete and upload Pricing Pages as an attachment.

**5 ORDERING AND PAYMENT:**

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

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to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**6 DELIVERY AND RETURN:**

6.1 **Delivery Time:** Vendor shall deliver standard orders within (21) twenty-one working days after orders are received. Vendor shall deliver emergency orders within (5) five working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Vendor shall deliver to the following locations:

6.1.4 Bowden Hatchery  
Rt. 1, Box 80  
Elkins WV 26241

6.1.2 Edray Hatchery  
753 Woodrow Road  
Marlinton WV 24954

6.1.3 Petersburg Hatchery  
126 Grahams Way  
Petersburg WV 26847-8523

6.1.4 Reeds Creek Hatchery  
41 Hatchery Lane  
Franklin WV 26807-5604

6.1.5 Ridge Hatchery  
12051 Valley Road  
Berkeley Springs WV 25411

6.1.6 Spring Run Hatchery  
1988 Spring Run Road, Unit 1

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Petersburg, WV 26847-8877

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

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

- 6.3 **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or (5%) five of the total invoiced value of the returned items.

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**7 VENDOR DEFAULT:**

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

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

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

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

7.1.7 Failure to remedy deficient performance upon request.

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

7.2.4 Immediate cancellation of the Contract.

7.2.5 Immediate cancellation of one or more release orders issued under this Contract.

7.2.6 Any other remedies available in law or equity.

**8 MISCELLANEOUS:**

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: George Damos  
Telephone Number: 207-591-7077  
Fax Number: 207-591-7078  
Email Address: george.damos@bio-oregon.com

**APPENDIX A:**  
**West Virginia Division of Natural Resources- Wildlife Resources Section**  
**Open-End Contract for Trout Food**

**Fish Meal Content**

<b>Allowable Fish Meal Type</b>	<b>Minimum Protein Content</b>	<b>Maximum Salt Content</b>	<b>Maximum Stabilized Fat</b>	<b>Maximum Moisture</b>	<b>Maximum Pepsin Digestibility</b>
Herring	67%	5%	12%	10%	93%
Anchovy Carcass	65%	5%	12%	10%	93%
Menhaden Carcass	60%	5%	12%	10%	93%

Different fish meals may not be combined for use in feed

**APPENDIX B:**  
**West Virginia Division of Natural Resources- Wildlife Resources Section**  
**Open-End Contract for Trout Food**

**Vitamin Premix**

<b>Vitamin</b>	<b>Concentration per pound of Premix</b>
D Calcium Pantothenate	12.0 g
Pyridoxine (Pyridoxine HCL)	3.5 g
Riboflavin	6.0 g
Niacinamide	25.0 g
Folic Acid	1.0 g
Thiamine (thiamine mononitrate)	4.0 g
Biotin	40.0 mg
Vitamin B12	2.5 mg
Menandione sodium bisulfite complex	1.25 g
Vitamin E (d or dl alpha tocopherol acetate)	40,000 iu
Vitamin D3, stabilized	50,000 iu
Vitamin A (vitamin A palmitate or acetate) stabilized	750,000 usp



APPENDIX C:  
West Virginia Division of Natural Resources- Wildlife Resources Section  
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Trace Mineral Premix

Trace Mineral	Concentration per pound of individual trace mineral with insert ingredient	Concentration per pound trace mineral premix added to food
Zinc sulfate (ZNSO)	84.0 g	34.0 g
Manganous sulfate (MnS04)	25.0 g	9.1 g
Cupric sulfate (CuS04)	1.75 g	0.7 g
Potassium odate (k103)	0.38 g	0.23 g

Appendix D:  
 West Virginia Division of Natural Resources- Wildlife Resources Section  
 Open-End Contract for Trout Food

Medicated Additives

Medication	Concentration per Ton
Oxytetracycline Dihydrate (Terramycin <sup>®</sup> TM200)	7,500 g
Florfenicol (Aquaflor <sup>®</sup> )	908 g
(Romet <sup>®</sup> 30) Ormetoprim	756g
Sulfadimethoxine	3,780g
(Romet <sup>®</sup> TC) Ormetoprim	756 g
Sulfadimethoxine	3,780 g

**APPENDIX E:**  
**West Virginia Division of Natural Resources- Wildlife Resources Section**  
**Open-End Contract for Trout Food**

**Carotenoid Pigment Additives**

<b>Carotenoid Pigments</b>	<b>Concentration per Ton</b>
Carophyll®Pink 10% (Astaxanthin)	908 g
Carophyll®Red 10% (Canthaxantin)	908 g

**APPENDIX F:**  
**West Virginia Division of Natural Resources- Wildlife Resources Section**  
**Open-End Contract for Trout Food**

**Granule Size Specifications**

<b>Granule Size</b>	<b>Pass Through</b>	<b>Pass Through US Screen Size</b>	<b>Pass Over</b>	<b>Pass Over US Screen Size</b>
Starter	595 um	30	429 um	40
No. 1	841 um	20	595 um	30

**EXHIBIT A- PRICING PAGE****West Virginia Division of Natural Resources- Wildlife Resources Section  
Open-End Trout Food Contract**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Cost Per Pound</b>	<b>Extended Cost</b>
<b>STARTER DIET:</b>				
4.1.3.1	Starter Crumble (No. 0)	1,000		
4.1.3.2	Starter Crumble (No. 0) Medicated Additive (Terramycin®TM200)	100		
4.1.3.3	Starter Crumble (No. 0) Medicated Additive (Aquaflor®)	100		
4.1.3.4	Starter Crumble (No. 0) Medicated Additive (Romet®30)	100		
4.1.3.5	Starter Crumble (No. 0) Medicated Additive (Romet®TC)	100		
4.1.3.6	Starter Granules (No. 1)	5,000		
4.1.3.7	Starter Granules (No. 1) Medicated Additive (Terramycin®TM200)	300		
4.1.3.8	Starter Granules (No. 1) Medicated Additive (Aquaflor®)	300		
4.1.3.9	Starter Granules (No. 1) Medicated Additive (Romet®30)	300		
4.1.3.10	Starter Granules (No. 1) Medicated Additive (Romet®TC)	300		
4.1.3.11	Starter Granules (No. 2, 0.8 mm)	10,000		
4.1.3.12	Starter Granules (No. 2, 0.8 mm) Medicated Additive (Terramycin®TM200)	500		
4.1.3.13	Starter Granules (No. 2, 0.8 mm) Medicated Additive (Aquaflor®)	500		

## EXHIBIT A- PRICING PAGE

### West Virginia Division of Natural Resources- Wildlife Resources Section Open-End Trout Food Contract

Item No.	Description	Estimated Quantity	Unit Cost Per Pound	Extended Cost
4.1.3.14	Starter Granules (No. 2, 0.8 mm) Medicated Additive (Romet®30)	500		
4.1.3.15	Starter Granules (No. 2, 0.8 mm) Medicated Additive (Romet®TC)	500		
<b>GROWER DIET:</b>				
4.2.4.1	Grower Diet (1.0 mm)	10,000		
4.2.4.2	Grower Diet (1.0 mm) Medicated Additive (Terramycin®TM200)	1,000		
4.2.4.3	Grower Diet (1.0 mm) Medicated Additive (Aquaflor®)	1,000		
4.2.4.4	Grower Diet (1.0 mm) Medicated Additive (Romet®30)	500		
4.2.4.5	Grower Diet (1.0 mm) Medicated Additive (Romet®TC)	500		
4.2.4.6	Grower Diet (1.5 mm)	26,000		
4.2.4.7	Grower Diet (1.5 mm) Medicated Additive (Terramycin®TM200)	3,000		
4.2.4.8	Grower Diet (1.5 mm) Medicated Additive (Aquaflor®)	3,000		
4.2.4.9	Grower Diet (1.5 mm) Medicated Additive (Romet®30)	1,500		
4.2.4.10	Grower Diet (1.5 mm) Medicated Additive (Romet®TC)	1,500		
4.2.4.11	Grower Diet (2.0 mm)	50,000		
4.2.4.12	Grower Diet (2.0 mm) Medicated Additive (Terramycin®TM200)	5,000		
4.2.4.13	Grower Diet (2.0 mm) Medicated Additive (Aquaflor®)	5,000		

**EXHIBIT A- PRICING PAGE**  
 West Virginia Division of Natural Resources- Wildlife Resources Section  
 Open-End Trout Food Contract

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Cost Per Pound</b>	<b>Extended Cost</b>
4.2.4.14	Grower Diet (2.0 mm) Medicated Additive (Romet®30)	2,500		
4.2.4.15	Grower Diet (2.0 mm) Medicated Additive (Romet®TC)	2,500		
4.2.4.16	Grower Diet (3.0 mm)	100,000		
4.2.4.17	Grower Diet (3.0 mm) Medicated Additive (Terramycin®TM200)	10,000		
4.2.4.18	Grower Diet (3.0 mm) Medicated Additive (Aquaflor®)	10,000		
4.2.4.19	Grower Diet (3.0 mm) Medicated Additive (Romet®30)	5,000		
4.2.4.20	Grower Diet (3.0 mm) Medicated Additive (Romet®TC)	5,000		
4.2.4.21	Grower Diet (4.0 mm)	200,000		
4.2.4.22	Grower Diet (4.0 mm) Medicated Additive (Terramycin®TM200)	20,000		
4.2.4.23	Grower Diet (4.0 mm) Medicated Additive (Aquaflor®)	20,000		
4.2.4.24	Grower Diet (4.0 mm) Medicated Additive (Romet®30)	10,000		
4.2.4.25	Grower Diet (4.0 mm) Medicated Additive (Romet®TC)	10,000		
4.2.4.26	Grower Diet (4.0 mm) Pigment Additive Carophyll®Pink 10% (Astaxanthin)	20,000		
4.2.4.27	Grower Diet (4.0 mm) Pigment Additive Carophyll®Red 10% (Canthaxantin)	20,000		

**EXHIBIT A- PRICING PAGE**

West Virginia Division of Natural Resources- Wildlife Resources Section  
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<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Cost Per Pound</b>	<b>Extended Cost</b>
4.2.4.41	Grower Diet (6.0 mm) Pigment Additive Carophyll®Red 10% (Canthaxantin)	40,000		
4.2.4.42	Grower Diet (7.0 mm)	50,000		
4.2.4.43	Grower Diet (7.0 mm) Medicated Additive (Terramycin®TM200)	5,000		
4.2.4.44	Grower Diet (7.0 mm) Medicated Additive (Aquaflor®)	5,000		
4.2.4.45	Grower Diet (7.0 mm) Medicated Additive (Romet®30)	2,500		
4.2.4.46	Grower Diet (7.0 mm) Medicated Additive (Romet®TC)	2,500		
4.2.4.47	Grower Diet (7.0 mm) Pigment Additive Carophyll®Pink 10% (Astaxanthin)	40,000		
4.2.4.48	Grower Diet (7.0 mm) Pigment Additive Carophyll®Red 10% (Canthaxantin)	40,000		
<b>BROOD DIET:</b>				
4.3.3.1	Brood Diet (6.5 mm)	5,000		
4.3.3.2	Brood Diet (7.5 mm)	30,000		
				<b>TOTAL:</b>



State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**1. Application is made for 2.5% vendor preference for the reason checked:**

Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,

Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

**2. Application is made for 2.5% vendor preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**3. Application is made for 2.5% vendor preference for the reason checked:**

Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

**4. Application is made for 5% vendor preference for the reason checked:**

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Moore Clark USA inc / dba bio-oregon

Signed: 

Date: 2/21/18

Title: US Account representative

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

EXHIBIT A - PRICING PAGE  
 West Virginia Division of Natural Resources - Wildlife Resources Section  
 Open - End Trout Food Contract

Item No	Description	Estimated Quantity	Unit Cost per Pound	Extended Cost
<b>STARTER DIET</b>				
4.1.3.1	Starter Crumble (No. 0)	1,000	1.98	1,980
4.1.3.2	Starter Crumble (No. 0) Medicated additive (Terramycin ® TM200 )	100	2.45	245
4.1.3.3	Starter Crumble (No. 0) Medicated additive (Aquaflor ® )	100	2.58	258
4.1.3.4	Starter Crumble (No. 0) Medicated additive (Romet 30 ® )	100	2.53	253
4.1.3.5	Starter Crumble (No. 0) Medicated additive (Romet TC ® )	100	2.88	288
4.1.3.6	Starter Granules (No. 1)	5,000	1.98	9,900
4.1.3.7	Starter Granules (No. 1) Medicated additive (Terramycin ® TM200 )	300	2.45	735
4.1.3.8	Starter Granules (No. 1) Medicated additive (Aquaflor ® )	300	2.58	774
4.1.3.9	Starter Granules (No. 1) Medicated additive (Romet 30 ® )	300	2.53	759
4.1.3.10	Starter Granules (No. 1) Medicated additive (Romet TC ® )	300	2.88	864
4.1.3.11	Starter Granules (No. 2, 0.8 mm)	10,000	1.98	19,800
4.1.3.12	Starter Granules (No. 2, 0.8 mm) Medicated additive (Terramycin ® TM200 )	500	2.45	1,225
4.1.3.13	Starter Granules (No. 2, 0.8 mm) Medicated additive (Aquaflor ® )	500	2.58	1,290

EXHIBIT A - PRICING PAGE  
 West Virginia Division of Natural Resources - Wildlife Resources Section  
 Open - End Trout Food Contract

Item No	Description	Estimated Quantity	Unit Cost per Pound	Extended Cost
4.1.3.14	Starter Granules (No. 2, 0.8 mm) Medicated additive (Romet 30 <sup>®</sup> )	500	2.53	1,265
4.1.3.15	Starter Granules (No. 2, 0.8 mm) Medicated additive (Romet TC <sup>®</sup> )	500	2.88	1,440
<b>GROWER DIET</b>				
4.2.4.1	Grower Diet (1.0mm)	10,000	1.72	17,200
4.2.4.2	Grower Diet (1.0mm) Medicated additive (Terramycin <sup>®</sup> TM200 )	1,000	2.19	2,190
4.2.4.3	Grower Diet (1.0mm) Medicated additive (Aquaflor <sup>®</sup> )	1,000	2.32	2,320
4.2.4.4	Grower Diet (1.0mm) additive (Romet 30 <sup>®</sup> )	500	2.27	1,135
4.2.4.5	Grower Diet (1.0mm) additive (Romet TC <sup>®</sup> )	500	2.62	1,310
4.2.4.6	Grower Diet (1.5 mm)	26,000	1.59	41,340
4.2.4.7	Grower Diet (1.5 mm) Medicated additive (Terramycin <sup>®</sup> TM200 )	3,000	2.06	6,180
4.2.4.8	Grower Diet (1.5 mm) Medicated additive (Aquaflor <sup>®</sup> )	3,000	2.19	6,570
4.2.4.9	Grower Diet (1.5 mm) Medicated additive (Romet 30 <sup>®</sup> )	1,500	2.14	3,210
4.2.4.10	Grower Diet (1.5 mm) Medicated additive (Romet TC <sup>®</sup> )	1,500	2.49	3,735
4.2.4.11	Grower Diet (2.0 mm)	50,000	1.01	50,500
4.2.4.12	Grower Diet (2.0 mm) Medicated additive (Terramycin <sup>®</sup> TM200 )	5,000	1.48	7,400
4.2.4.13	Grower Diet (2.0 mm) Medicated additive (Aquaflor <sup>®</sup> )	5,000	1.61	8,050

EXHIBIT A - PRICING PAGE  
 West Virginia Division of Natural Resources - Wildlife Resources Section  
 Open - End Trout Food Contract

Item No	Description	Estimated Quantity	Unit Cost per Pound	Extended Cost
4.2.4.14	Grower Diet (2.0 mm) Medicated additive (Romet 30 <sup>®</sup> )	2,500	1.56	3,900
4.2.4.15	Grower Diet (2.0 mm) Medicated additive (Romet TC <sup>®</sup> )	2,500	1.91	4,775
4.2.4.16	Grower Diet (3.0 mm)	100,000	0.96	96,000
4.2.4.17	Grower Diet (3.0 mm) Medicated additive (Terramycin <sup>®</sup> TM200)	10,000	1.43	14,300
4.2.4.18	Grower Diet (3.0 mm) Medicated additive (Aquaflor <sup>®</sup> )	10,000	1.56	15,600
4.2.4.19	Grower Diet (3.0 mm) Medicated additive (Romet 30 <sup>®</sup> )	5,000	1.51	7,550
4.2.4.20	Grower Diet (3.0 mm) Medicated additive (Romet TC <sup>®</sup> )	5,000	1.86	9,300
4.2.4.21	Grower Diet (4.0 mm)	200,000	1.02	204,000
4.2.4.22	Grower Diet (4.0 mm) Medicated additive (Terramycin <sup>®</sup> TM200)	20,000	1.49	29,800
4.2.4.23	Grower Diet (4.0 mm) Medicated additive (Aquaflor <sup>®</sup> )	20,000	1.62	32,400
4.2.4.24	Grower Diet (4.0 mm) Medicated additive (Romet 30 <sup>®</sup> )	10,000	1.57	15,700
4.2.4.25	Grower Diet (4.0 mm) Medicated additive (Romet TC <sup>®</sup> )	10,000	1.92	19,200
4.2.4.26	Grower Diet (4.0 mm) Pigment Additive Carophyll <sup>®</sup> Pink 10% (Astaxanthin)	20,000	0.96	19,200
4.2.4.27	Grower Diet (4.0 mm) Pigment Additive Carophyll <sup>®</sup> Red 10% (Casthaxantin)	20,000	Not offered	

EXHIBIT A - PRICING PAGE  
 West Virginia Division of Natural Resources - Wildlife Resources Section  
 Open - End Trout Food Contract

Item No	Description	Estimated Quantity	Unit Cost per Pound	Extended Cost
4.2.4.28	Grower Diet (5.0mm)	500,000	Not offered	
4.2.4.29	Grower Diet (5.0mm) Medicated additive (Terramycin ® TM200 )	50,000	Not offered	
4.2.4.30	Grower Diet (5.0mm) Medicated additive (Aquaflor ® )	50,000	Not offered	
4.2.4.31	Grower Diet (5.0mm) Medicated additive (Romet 30 ® )	25,000	Not offered	
4.2.4.32	Grower Diet (5.0mm) Medicated additive (Romet TC ® )	25,000	Not offered	
4.2.4.33	Grower Diet (5.0mm) Pigment Additive Carophyll ® Pink 10% (Astaxanthin)	40,000	Not offered	
4.2.4.34	Grower Diet (5.0mm) Pigment Additive Carophyll ® Red 10% (Casthaxantin)	40,000	Not offered	
4.2.4.35	Grower Diet (6.0mm)	50,000	0.91	45,500
4.2.4.36	Grower Diet (6.0mm) Medicated additive (Terramycin ® TM200 )	5,000	1.38	6,900
4.2.4.37	Grower Diet (6.0mm) Medicated additive (Aquaflor ® )	5,000	1.51	7,550
4.2.4.38	Grower Diet (6.0mm) Medicated additive (Romet 30 ® )	2,500	1.46	3,650
4.2.4.39	Grower Diet (6.0mm) Medicated additive (Romet TC ® )	2,500	1.81	4,525
4.2.4.40	Grower Diet (6.0mm) Pigment Additive Carophyll ® Pink 10% (Astaxanthin)	40,000	0.91	36,400

EXHIBIT A - PRICING PAGE  
 West Virginia Division of Natural Resources - Wildlife Resources Section  
 Open - End Trout Food Contract

Item No	Description	Estimated Quantity	Unit Cost per Pound	Extended Cost
4.2.4.41	Grower Diet (6.0mm) Pigment Additive Carophyll ® Red 10% (Cathaxanthin)	40,000	Not offered	
4.2.4.42	Grower Diet (7.0 mm)	50,000	0.90	45,000
4.2.4.43	Grower Diet (7.0 mm) Medicated additive (Terramycin ® TM200 )	5,000	1.37	6,850
4.2.4.44	Grower Diet (7.0 mm) Medicated additive (Aquaflor ® )	5,000	1.50	7,500
4.2.4.45	Grower Diet (7.0 mm) Medicated additive (Romet 30 ® )	2,500	1.45	3,625
4.2.4.46	Grower Diet (7.0 mm) Medicated additive (Romet TC ® )	2,500	1.80	4,500
4.2.4.47	Grower Diet (7.0mm) Pigment Additive Carophyll ® Pink 10% (Astaxanthin)	40,000	0.90	36,000
4.2.4.48	Grower Diet (7.0mm) Pigment Additive Carophyll ® Red 10% (Cathaxanthin)	40,000	Not offered	
<b>BROOD DIET</b>				
4.3.3.1	Brood Diet (6.5 mm)	5,000	1.7	8,500
4.3.3.2	Brood diet (7.5 mm)	30,000	1.7	51,000
<b>TOTAL</b>				<b>931,441</b>

**NOTES:** For some specific pellet sizes, BioOregon couldn't offer an exact match, then we offered a close pellet size as an option.

Diet requested	Item #s	Diet Offered
Grower Diet 1.0 mm (all diets requested)	4.2.4.1 to 4.2.4.5	Bio Olympic Fry 1.2 mm
Grower Diet 7.0 mm (all diets requested)	4.2.4.42 to 4.2.4.48	Bio Trout 9.0 mm
Brood Diet 6.5 mm	4.3.3.1	Bio Brood 6.0 mm
Brood diet 7.5 mm	4.3.3.2	Bio Brood 9.0 mm



By Royal Charter

# Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2008

This is to certify that:

Skretting, A Division of Nutreco  
Canada, Inc.  
46 Moore Clark Drive  
Bayside  
New Brunswick  
E5B 3T5  
Canada

Holds Certificate No:

**FM 73402**

and operates a Quality Management System which complies with the requirements of ISO 9001:2008 for the following scope:

Manufacture of feed products for the aquaculture industry.

For and on behalf of BSI:

Carlos Pitanga, SVP, System Certification and Compliance

Original Registration Date: 12/12/2001

Latest Revision Date: 11/28/2016

Effective Date: 01/15/2017

Expiry Date: 09/14/2018

Page: 1 of 1



...making excellence a habit™



## Nelson & Sons, Inc. DBA Skretting USA

712 East 2400 North  
Tooele City, Utah 84074  
United States

was evaluated by NSF Food Safety Certification, LLC  
and found to meet the requirements of  
Global Aquaculture Alliance (GAA)  
Best Aquaculture Practices (BAP)

### Feed Mill Standard

Version 2, July 2014

Product Species: Aquaculture Feed

BAP Facility #: M10079

Registration #: NSF SF 17200

Certificate Issue Date: 04 June 2017

Evaluation Date: 17-18 April 2017

Certificate Expiration Date: 04 May 2018

Tom Chestnut

NSF Food Safety Certification, LLC  
789 N. Dixboro Road  
Ann Arbor, Michigan 48105 USA  
[www.nsf.org](http://www.nsf.org)

Certificate not valid unless the facility is listed on BAP website. This certificate was executed in accordance to the requirements of ISO/IEC 17065 and is issued after initial assessment and is validated through periodic assessment. This certificate remains the property of NSF Food Safety Certification, LLC and must be returned immediately upon request. AESOP-16821.





**Nelson & Sons, Inc. DBA Skretting USA**

712 East 2400 North  
Tooele City, Utah 84074  
United States

**was evaluated by NSF Food Safety Certification, LLC  
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By Royal Charter

# Certificate of Registration

CODEX HACCP

This is to certify that:

Skretting, A Division of Nutreco  
Canada, Inc.  
46 Moore Clark Drive  
Bayside  
New Brunswick  
E5B 3T5  
Canada

Holds Certificate No:

**HACCP 86891**

and have implemented a HACCP system according to the Codex Recommended International Code of Practice for the following scope:

The HACCP program of Skretting, for the manufacture of feed products for aquaculture industry.

For and on behalf of BSI:

Carlos Pitanga, SVP, System Certification and Compliance

Original Registration Date: 01/05/2005

Latest Revision Date: 11/28/2016

Effective Date: 01/04/2017

Expiry Date: 01/03/2020

Page: 1 of 1



..making excellence a habit™

This certificate remains the property of BSI and shall be returned immediately upon request.  
An electronic certificate can be authenticated [online](#). Printed copies can be validated at [www.bsigroup.com/ClientDirectory](http://www.bsigroup.com/ClientDirectory)  
To be read in conjunction with the scope above or the attached appendix.

Americas Headquarters: BSI Group America Inc., 12950 Worldgate Drive, Suite 800, Herndon, VA 20170-6007 USA  
A Member of the BSI Group of Companies.



# PERRY JOHNSON REGISTRARS FOOD SAFETY, INC.

## *Certificate of Conformance*

*Perry Johnson Registrars Food Safety, Inc., has audited*

*the Food Safety Management System of:*

### **Skretting USA**

**712 East 2400 North Tooele, UT 84074 United States**

*(Hereinafter called the Organization) and hereby declares that  
Organization is in conformance with:*

### **HACCP/GMP**

*This Statement of Conformity is in respect to the following scope:*

***The extrusion, drying, oil coating, cooling, and packaging of fish feed.***

*This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment Body duty to observe and comply with the said rules.*



Terry Boboige, President

Perry Johnson Registrars Food Safety, Inc. (PJRFSI)  
755 West Big Beaver Road, Suite 1390  
Troy, Michigan 48084  
1-877-663-1160

*The validity of this certificate is dependent upon ongoing surveillance.*

*Effective Date:*  
October 9, 2017

*Expiration Date:*  
October 8, 2018

*Certificate No.:*  
C2017-03114



# PERRY JOHNSON REGISTRARS, INC.

## *Certificate of Registration*

*Perry Johnson Registrars, Inc., has audited the Quality Management System of:*

### ***Skretting USA***

***712 East 2400 North, Tooele, UT 84074 United States***

*(Hereinafter called the Organization) and hereby declares that  
Organization is in conformance with:*

***ISO 9001:2015***

*This Registration is in respect to the following scope:*

***Formulation, Manufacturing, Packaging, and Delivery Logistics of Feed Products for Aquaculture  
Industry***

*This Registration is granted subject to the system rules governing the Registration referred to above, and the  
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*



*Terry Boboige*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)  
755 West Big Beaver Road, Suite 1340  
Troy, Michigan 48084  
(248) 358-3388

*The validity of this certificate is dependent upon ongoing surveillance.*

*Effective Date:*

September 24, 2016

*Expiration Date:*

September 23, 2019

*Certificate No.:*

C2016-02781

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Moore Clark USA Inc d/ba/Bio-Oregon

Authorized Signature: [Signature] Date: 2/22/18

State of Maine

County of Cumberland, to-wit:

Taken, subscribed, and sworn to before me this 22 day of February, 2018.

My Commission expires 1/13/19, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

# Aquaculture Facility Certification

## Feed Mill

Best Aquaculture Practices  
Certification Standards, Guidelines



Community • Environment • Animal Welfare • Food Safety • Traceability

# Aquaculture Facility Certification

## Feed Mills

**Issue 2.1 – 23-May-2017**  
**Best Aquaculture Practices**  
**Certification Standards, Guidelines**  
**Community • Environment • Food Safety • Traceability**

### **BEST AQUACULTURE PRACTICES CERTIFICATION**

The following Best Aquaculture Practices standards and guidelines apply to facilities that process and manufacture finished feeds for the culture of fish, crustaceans and other aquatic animals.

The BAP standards are achievable, science-based and continuously improved global performance standards for the aquaculture supply chain that assure healthful foods produced through environmentally and socially responsible means. They are designed to assist program applicants in performing self-assessments of the environmental and social impacts, and food safety controls of their facilities, and to lead to third-party certification of compliance. For further information, please

refer to the additional resources listed.

BAP standards demand compliance with local regulations as the first step toward certification. However, not all regulations are equally rigorous. For this reason, BAP standards set out requirements for documentation and procedures that must be in facility management plans, whether they are prescribed by local regulations or not. By so doing, they seek, where possible, to impose consistency in performance among facilities in different producing regions and to engage the industry as a whole in a process of continuous improvement.

In common with ISO usage, these standards use the words “shall” to mean compliance is required and “should” to mean compliance is recommended. Auditable points are “shall” statements listed at the end of each standard.

To obtain BAP certification, applicants shall be audited by an independent, BAP-approved certification body. To apply for certification, contact:

**Best Aquaculture Practices Management**

2 International Drive

Portsmouth, NH 03801

[info@bapcertification.org](mailto:info@bapcertification.org)

Telephone: 603 – 317 – 5000

Web: [www.bapcertification.org](http://www.bapcertification.org) - Email: [info@aquaculturecertification.org](mailto:info@aquaculturecertification.org)

The audit consists of an opening meeting, a site assessment, the collection of necessary samples, a review of management records and procedures, and a closing meeting. All points in the standards shall be addressed. Any non-conformity raised during the evaluation is recorded by the auditor in the formal report as:

**Critical** – When there is a failure to comply with a critical food safety, social accountability or legal issue, or a risk to the integrity of the program, the auditor immediately informs the certification body, which then informs BAP Management. Pending clarifications, failure to certify or immediate temporary suspension can ensue.

**Major** – When there is a substantial failure to meet the requirements of a standard but no food safety risk, social accountability, or immediate risk to the integrity of the program,

the auditor notifies the certification body and records this in the report. Verification of the implementation of corrective actions shall be submitted to the certification body within 28 days of the evaluation. (Major non-conformities typically reflect issues with general policies.)

**Minor** – When full compliance with the intent of the standards has not been demonstrated, the auditor notifies the certification body and records this in the report. Verification of the implementation of corrective actions shall be submitted to the certification body within 28 days of the evaluation. (Minor non-conformities typically reflect general housekeeping issues.)

BAP standards are developed by committees of technical experts following a process aligned to the FAO Technical Guidelines on Aquaculture Certification. See [www.gaalliance.org/bap/standardsdevelopment.php](http://www.gaalliance.org/bap/standardsdevelopment.php).

Standards and guidelines copyright 2014, Global Aquaculture Alliance. Do not reproduce without permission. Global Aquaculture Alliance • Two International Drive, Suite 105, Portsmouth, NH 03801 [www.aquaculturealliance.org](http://www.aquaculturealliance.org).



# 1. Community

## Property Rights and Regulatory Compliance

Feed mills shall comply with local and national laws and environmental regulations, including those related to product exportation, if applicable, and provide current documentation that demonstrates legal rights for land use, water use, construction, operation and waste disposal.

### Reasons for Standard

Certified feed mills shall comply with applicable business-related laws and environmental regulations dealing with, for example, waste disposal, effluents and pest control. Facilities shall also meet established standards for product safety, complying with local and national regulations and the requirements of export markets.

These regulations are needed to assure that feed mills provide pertinent information to governments and pay fees to support relevant programs.

### Implementation

Regulations regarding the operation and resource use of feed mills vary significantly from place to place. Among other requirements, such laws can call for:

- Business licenses
- Land deeds, leases or concession agreements
- Land use taxes
- Construction permits
- Water use permits
- Effluent permits
- Landfill operation permits
- Clearances to use medicated ingredients
- Air quality assessments
- Environmental impact assessments

BAP auditors cannot know all laws that apply to feed manufacturing in all nations. Participating feed mills have the responsibility to obtain all necessary documentation for siting, constructing and operating their facilities.

Assistance in determining these necessary permits and licenses can be sought from a variety of governmental agencies dealing with business and the environment. BAP auditors must also become familiar with the legal requirements within the areas they service.

During the BAP site inspection, the representative of the feed mill shall present all necessary documents to the auditor. All documents shall be current, and feed mills shall be in compliance with the requirements stipulated by the documents. In cases where governmental agencies have waived one or more permits, proof of these waivers shall be available.

## Standards

- 1.1: Current documents shall be available to prove legal land and water use by the applicant.
- 1.2: Current documents shall be available to prove all business and operating licenses have been acquired.
- 1.3: Current documents shall be available to prove compliance with applicable environmental regulations for construction and operation.

## 2. Community Community Relations Worker Safety and Employee Relations

Feed mills shall strive for good community relations. They shall also comply with local and national labor laws, including those related to young and/or underage workers, to assure worker safety and adequate compensation.

### Reasons for Standard

Feed mills are a critical support industry for aquaculture, with expenditures on feed often the single most important cost of producing aquatic species. Feed mills can represent considerable sources of employment and tax revenue for local communities and national governments.

Feed mill work is potentially dangerous because of the types of machinery employed and the physical bulk of the raw materials and finished products. Workers may not be well educated nor fully appreciate the risks inherent to feed mills, and sometimes safety instruction may not be adequate.

Feed mills in developing countries may operate in weakly regulated business environments in which pay scales may be low, and wage or labor laws may not be consistently enforced. Feed mills need to

maintain good working relationships, not only with their employees, but also the communities in which they operate.

### Implementation

To avoid possible conflicts with local communities, representatives of feed mills shall regularly communicate with local leaders by, for example, telephone, written correspondence, meetings or other means.

To receive BAP certification, feed mill management shall show both compliance with labor laws and a commitment to worker safety. Certified feed mills shall provide legal wages and a safe working environment, and efforts should be made to exceed these minimum requirements.

Workers shall be given adequate initial training, as well as regular refresher training, on safety in all areas of feed mill operation and on the application of standard operating procedures. Appropriate protective gear shall be provided for workers according to task, including items such as overalls, eye protectors, ear protectors, dust masks, gloves and boots.

Noise levels in feed mills can be high,

particularly due to hammermills and pulverizers. Exposure for more than eight hours a day to sound in excess of 85 dB is potentially hazardous.

Noise levels can be lowered by the use of noise-control enclosures, absorbers, silencers and baffles, and by the use of personal protective equipment, such as earmuffs. Where technical methods are insufficient, noise exposure shall be reduced by use of hearing protection and administrative controls such as limiting the time spent in noisy environments and scheduling noisy operations outside normal shifts or at distant locations.

Workers shall be trained in the first aid of electrical shock, profuse bleeding and other possible medical emergencies. A plan shall be available for obtaining prompt medical assistance for injured or ill workers.

If meals are provided for workers they shall be wholesome, with food storage and preparation performed in a responsible manner. Safe drinking water shall be available free of charge at all times.

Manuals shall be available to identify standard operating procedures. Safe working practices shall be documented for dangers such as dislodging of bridged grain or meal in bins. Tramp iron and other metal fragments need to be removed by magnets because they can result in injury to personnel and cause serious damage to equipment.

Routine maintenance has an important bearing on the safety of employees. Worn chain and belt drives, for example, can become dangerous, so maintenance procedures are needed to keep workers safe. Uncovered belts or chains are prohibited with the provision of proper driveshafts and/or drive belt safety guards.

Feed mill operators shall appoint an employee safety committee to review work practices and work conditions, and hold regular safety meetings where employees can draw attention to safety problems in need of correction. A log or journal shall be kept to record accidents and issues presented at safety meetings.

During facility inspection, the auditor will determine whether conditions comply with labor laws and safety requirements. The auditor will also interview a random sample of workers to obtain their opinions about wages and safety conditions. Any discrepancies will be investigated.

#### **For Additional Information**

**Feed Manufacturing Technology V  
Safety and Health Loss Control Management**  
American Feed Industry Association — 2005  
Arlington, Virginia, USA

#### **9th International Congress on Noise as a Public Health Problem**

Foxwoods, Connecticut, USA

[http://www.icben.org/2008/PDFs/Deshaies  
et al.pdf](http://www.icben.org/2008/PDFs/Deshaies_et_al.pdf)

## Standards

- 2.1: The applicant shall provide evidence of meetings, committees, correspondence, service projects or other activities that demonstrate commitment to regular interaction with the local community to avoid or resolve conflicts.
- 2.2: The applicant shall meet or exceed the minimum wage rate, including benefits, required by local and national labor laws.
- 2.3: The applicant shall not engage in or support the use of child labor. The applicant shall comply with national child labor laws regarding minimum working age or ILO Minimum Age Convention 138, whichever is higher. ILO Minimum Age Convention 138 states the minimum age shall be 15, unless local law in developing nations is set at 14 – in accordance with developing nations exceptions under this convention.
- 2.4: The employment of young workers above the minimum age but under 18 years old shall be in compliance with local laws, including required access to compulsory school attendance and any restrictions on hours and time of day.
- 2.5: Young workers above the minimum age but under 18 years old shall not be subjected to hazardous work that can compromise their health and safety.
- 2.6: All work, including overtime, must be voluntary. The facility shall not engage in any form of forced or bonded labor. This includes human trafficking, the holding of original identity papers, prohibiting workers from leaving the premises after their shift or other coercion intended to force anyone to work. Where the holding of original identity papers is required by national law, such papers must be immediately returned to employees upon request and readily available to them at all times.
- 2.7: The applicant shall abide by the national mandated work week where applicable.
- 2.8: The applicant shall comply with national labor laws for pay, overtime and holiday compensation for hours worked beyond the regular work day or week.
- 2.9: The facility shall not require the payment of deposits, deduction from wages or withholding of pay that is not part of a legal contractual agreement with the employee and/or that is not provided for or permitted by national law.
- 2.10: The facility shall not make deductions from wages as part of a disciplinary process.
- 2.11: The applicant shall only employ legally documented workers, whether nationals or migrants.
- 2.12: The facility shall maintain all relevant documents that verify any contracted/subcontracted workers, whether contracted through a labor service or otherwise, are paid in compliance with all local wage, hour and overtime laws.
- 2.13: All labor, recruiting or employment services used by the facility must be licensed to operate by the local or national government as a labor provider.
- 2.14: The facility shall maintain all relevant documents that verify piece workers (those paid a fixed "piece rate" for each unit produced or action performed regardless of time) are paid in compliance with local law, including regulations regarding equivalence to or exceeding minimum requirements for wages, hours, overtime and holiday pay.
- 2.15: The facility shall provide to all workers, whether hourly, salaried, piece-rate, temporary, seasonal or otherwise, prior to hire and during employment, written and understandable information regarding the terms of employment, worker rights, benefits, compensation,

- hours expected, details of wages for each pay period and facility policies regarding disciplinary actions, grievance procedures, authorized deductions from pay and similar labor-related issues. This information must be provided in the prevalent language of the majority of employees.
- 2.16: Where contracted/subcontracted or temporary workers are hired through a labor or employment service, the facility shall ensure that the labor or employment service provides the above information prior to and during hire, in appropriate languages, to ensure workers are aware of their rights and conditions of employment as described above.
  - 2.17: Workers shall have the right to terminate their employment after reasonable notice.
  - 2.18: The facility shall appoint a management person responsible for ensuring worker health, safety and training.
  - 2.19: Workers shall have the right to collective bargaining, or at least one employee shall be elected by the workers to represent them to management.
  - 2.20: There shall be a written worker grievance process, made available to all workers, that allows for the anonymous reporting of grievances to management without fear of retaliation.
  - 2.21: The facility shall provide for equal opportunity with respect to recruitment, compensation, access to training, promotion, termination and retirement.
  - 2.22: The facility shall treat workers with respect and not engage in or permit physical, verbal or sexual abuse, bullying or harassment.
  - 2.23: If provided, employee housing shall meet local and national standards (e.g., water-tight structures, adequate space, heating/ventilation/cooling), and shall be free of accumulated trash and garbage.
  - 2.24: Safe drinking water shall be readily available to employees. If meals are provided, they shall be wholesome and commensurate with local eating customs.
  - 2.25: Running water, toilets and hand-washing facilities shall be readily available to employees.
  - 2.26: In the event of accidents or emergencies, the applicant shall provide basic medical care, including access to or communication with medical authorities. Additionally, first aid kits shall be readily available to employees, and any expired content shall be replaced.
  - 2.27: The applicant shall provide training in general health, personal hygiene and safety, first aid and contamination risks to all employees. Safety documents must be available in a language understood by the workforce.
  - 2.28: An emergency response plan shall be prepared for serious illnesses or accidents, including measures to be taken in case of fire.
  - 2.29: Select workers shall be made familiar with details in emergency response plans and trained in the first aid of electrical shock, profuse bleeding, drowning and other possible medical emergencies.
  - 2.30: Protective gear and equipment in good working order shall be provided for employees (e.g., eye protection for welding, gloves for shop work, boots for wet areas, ear protection near hammer mills and pulverizers). Auditor shall verify deployment.
  - 2.31: The applicant shall limit worker exposure to sound in excess of 85 dB to less than eight hours a day or apply a stricter national standard.
  - 2.32: Manuals that identify standard operating procedures shall be written in the employees' main language.

- 2.33: Safe working practices shall be documented for such dangers as feedmill fire hazards, “bridging,” tramp iron, worn chains and belts. Machinery shall have proper driveshaft and/or drive belt safety guards.
- 2.34: The facility shall identify and eliminate or minimize any workplace health and safety hazards by conducting a thorough risk assessment. This includes a requirement for accident investigation.
- 2.35: An employee safety committee shall regularly meet to review work practices and maintain a log of accidents.

### 3. Environment

#### Sustainability of key inputs: Fishmeal, Fish Oil and Soy

**Feed mills shall strive to reduce dependence on wild fisheries and obtain marine meals and oils from sustainable sources. Certified mills shall provide reliable information on inclusion of such ingredients in compound feeds. Feed mills shall also develop sourcing policies that actively favour responsibly produced terrestrial plant ingredients including soybeans.**

##### Reasons for Standard

The majority of feeds manufactured for use in aquaculture contain fishmeal and fish oil as protein and lipid sources. Although fishmeal and fish oil are renewable resources, there are limits to the amounts of these products the world’s oceans can supply.

The BAP program therefore supports the use of feed ingredients derived from terrestrial sources, as well as fishmeal and fish oil produced from by-products. Ingredients of wild fishery origin that are not by-products shall come from certified sustainable sources or fisheries improvement projects. This standard is concerned with meals and oils derived from wild, marine sources including fish, squid

and krill. Where the words “fishmeal” and “fish oil” are used, they refer to the broader category of marine meals and marine oils.

Also, in this standard, “by-product” refers to materials of either fishery or aquaculture origin produced as a residual of or incidental to any processing operations except sorting.

“By-product” does not include “bycatch,” which is defined as fish and other marine life that are incidentally caught while fishing for a target species. “Reduction fisheries” are fisheries that “reduce” or turn their catch into fishmeal and fish oil.

Feed mills shall adopt preferential sourcing of responsibly produced soymeal and soy derived ingredients such that a minimum of 50% (calculation based on mass balance) are derived from certified sources by June 2022. Acceptable certifications include ProTerra, RTRS (Round Table for Responsible Soy), and SSAP (Soybean Sustainability Assurance Protocol).

##### Implementation

Aquafeed producers have an important role

to play in adopting sustainable sourcing policies, formulating and manufacturing nutritionally balanced diets that increase feed efficiency, and providing reliable information to their customers.

Important substitutes for proteins and oils from reduction fisheries include meals and oils from plants, rendered animal proteins and fish-processing by-products from sustainable or non-threatened fisheries.

The evaluation of the sustainability status of reduction fisheries is evolving, and certification programs are developing accordingly. This standard requires development of a plan to avoid unsustainable sources and transition to certified sources as they become available. Facilities shall create and implement clear, written plans of action that define policies for sourcing all fishmeal and fish oil from responsibly managed fisheries.

The plans of action must address how to avoid:

- use of fishmeal or fish oil sourced from illegal, unreported or unregulated fisheries, or by-products from such fisheries
- fishmeal or fish oil sourced from fish or fish by-products from fisheries designated by the International Council for the Exploration of the Sea (ICES), Food and Agriculture Organization (FAO) of the United Nations, National Marine Fisheries Service of the United States, International Union for Conservation of Nature or Commission for the Conservation of Antarctic Marine Living Resources as “subject to overfishing,” “overfished,” “harvested unsustainably,” “fishery closed,” “stock overexploited,” “no fishing recommended,” “stock critical,” “endangered” or “critically endangered”

- any products of the same genus as the species for which the feed is intended.

Aquafeed producers shall actively favor marine oils and proteins derived from fisheries that are classified by reputable international third parties such as the FAO and ICES as sustainably fished, fully fished or underexploited. One example of an appropriate tool for developing a responsible sourcing plan is the FishSource data bank created by the Sustainable Fisheries Partnership (<http://www.fishsource.com>).

After June 2015, for fishmeal and fish oil derived from reduction fisheries, at least 50% (calculation based on mass balance) shall come from sources that are certified by either the Marine Stewardship Council (MSC) or to the International Fishmeal and Fish Oil Organization Responsible Supply standards (IFFO RS). Alternatively, where MSC- or IFFO RS-certified fishmeal and fish oil are not produced nationally, the above minimum percentage can comprise material from active approved improvers programs as verified by IFFO (<http://www.iffonet.net/node/493>), the Sustainable Fisheries Partnership (SFP, <http://fisheryimprovementprojects.org/view-fips/>) or World Wildlife Fund (WWF, <https://sites.google.com/site/fisheryimprovementprojects/home>). This 50% target will be periodically reassessed with the ultimate goal that all fishmeal and fish oil are derived from certified sources.

The primary approved standard for demonstrating compliance is the Marine Stewardship Council Environmental Standard for Sustainable Fishing (ISEAL compliant), provided it is combined with the MSC chain of custody compliance for the

producing factory. The secondary approved standard is the Global Standard for Responsible Supply of the International Fishmeal and Fish Oil Organization (ISO 65 compliant), which includes the fishery as well as traceability, and good manufacturing practice for the producing factory.

Feed mills shall indicate on product labels, packaging, shipping documents or invoices, or in written declarations for all aquaculture feeds the relative content of marine proteins and oils derived from industrial capture fisheries in the feeds. These data shall be expressed as a feed fish inclusion factor defined by the following equation:

#### Equation 1

Feed fish inclusion factor = [Level of fishmeal in diet (%) + Level of fish oil in diet (%)] ÷ [Yield of fishmeal from wild fish (%) + Yield of fish oil from wild fish (%)]

The levels in Equation 1 shall include any meal or oil derived from whole wild-caught fish, squid, krill, mollusks or any other wild marine animals. However, they shall exclude meal or oil derived from by-products such as trimmings, offal and their derivatives such as squid liver powder, and aquaculture by-products such as shrimp head meal.

The feed fish inclusion factor estimates the combined fishmeal and fish oil concentration of the feed on a dry-weight basis relative to the wild fish. Thus, an FFIF value of 2 signifies that the feed is twice as concentrated in marine protein and oil as wild fish. It must be declared with enough precision that the sum of fishmeal and fish oil percentages in the aquafeed does not

vary by more than ± 2 percentage points from its actual value calculated on an average monthly basis.

The average processing yields from whole fish derived from industrial capture fisheries have been determined to be 22.5% for fishmeal and 5.0% for fish oil. Feed manufacturers must use these default values in the above equation to calculate the FFIF values for the feeds they produce, unless actual, verifiable yield figures are available from their suppliers.

For example, if a feed contains 10% fishmeal, 5% fish oil and 12% fishmeal from by-products, and yields for fishmeal and oil are the default 22.5% and 5%, the feed fish inclusion factor would be calculated as follows:

$$(10\% + 5\%) \div (22.5\% + 5\%) = 0.55$$

Note that the 12% of fishmeal coming from by-products was not included in the calculation.

At the farm level, a “fish in:fish out” ratio can then be determined by multiplying the feed fish inclusion factor of the feed by the feed-conversion ratio. For example, for the feed above and a farm FCR of 1.8, the fish in:fish out ratio is:  $0.55 \times 1.8 = 0.99$ .

To protect proprietary information, feed mills are not required to provide physical or digital copies of documents such as feed formulas. Auditors recognize that such information is confidential and will not make copies or share confidential information with third parties.

For feed batches, values for yields and



inclusion levels of fishmeal and fish oil originating from wild fish shall be verified during the inspection of the feed mill by the comparison of three randomly selected declaration documents from the previous 12 months with their associated formulas.

If printed formulation sheets are used, feed manufacturers may "black out" elements of the requested formulas that are not specifically related to the marine ingredient content.

If computerized formulation programs are used to archive data from production runs, feed mills can print out only those details related to the inclusion rates of fishmeal and oil in their formulas.

#### **Additional Information**

**The State of World Fisheries and Aquaculture**  
FAO Fisheries and Aquaculture Department -  
- 2012  
<http://www.fao.org/docrep/016/i2727e/i2727e00.htm>

#### **Fish In:Fish Out Ratios and Improvers Program Explained**

International Fishmeal and Fish Oil Organisation

<http://www.iffonet.net/system/files/EAS%20FIFO%20September2009%200.pdf>

<http://www.iffonet.net/system/files/Improvers%20Programme%20overview.pdf>

#### **FishSource Program and FIPs**

Sustainable Fisheries Partnership

<http://www.fishsource.com>

<http://www.sustainablefish.org/fisheries-improvement>

#### **Essential Rendering**

National Renderers Association

Alexandria, Virginia, USA

<http://www.nationalrenderers.org/publications/essential-rendering/>

#### **Crustacean Nutrition**

Advances in World Aquaculture, Volume 6

Editors: L. R. D'Abramo, D. E. Conklin, D. M. Akiyama -- 1997

World Aquaculture Society

Baton Rouge, Louisiana, USA

#### **Fish Nutrition**

Editors: J. E. Halver and R. W. Hardy -- 2002

Academic Press, Inc.

San Diego, California, USA

#### **Standards**

- 3.1: The applicant shall obtain declarations from suppliers on the species and fishery origins of each batch of fishmeal and fish oil.
- 3.2: The applicant shall indicate a feed fish inclusion factor on product labels, packaging, shipping documents or invoices, or in written declarations for all feeds produced.
- 3.3: The applicant shall develop and implement a clear, written plan of action defining policies for responsibly sourcing fishmeal and fish oil.

3.4: For fishmeal and fish oil derived from reduction fisheries, at least 50% shall come from sources that are either MSC- or IFFO RS-certified. Alternatively, where MSC- or IFFO RS-certified fishmeal and fish oil are not produced nationally, the above minimum percentage can comprise material from active, approved improvers programs as verified by IFFO, SFP or WWF.

**Applicable after June 30<sup>th</sup> 2022**

3.5: For soymeal and other soy derived ingredients, at least 50% shall come from sources that are certified to either ProTerra, RTRS or SSAP.

## 4. Environment

### Storage and Disposal of Supplies

Fuel, lubricants, feed mill chemicals and potentially toxic or dangerous compounds shall be properly labeled, stored, used and disposed of in a safe and responsible manner.

#### Reasons for Standard

Feed mills routinely use a variety of chemicals and toxic substances that can cause damage to products, employees or the environment. Such chemicals include insecticides, rodenticides, fumigants, organic acids and other fungicides.

If not used at safe levels, chemicals are a potential hazard to both the health of workers and the safety of feed mills' products. Fuel and oil spills, and improper use of pesticides and other chemicals can result in water pollution and cause toxicity to aquatic organisms and wildlife.

#### Implementation

Fuel, lubricants and chemicals shall be labeled and stored in a manner to prevent fires, explosions and spills. Used lubricants and unwanted or out-of-date chemicals shall be disposed of in a responsible manner.

Secondary containment shall be provided for individual or multiple fuel storage tanks. The containment volume shall be equivalent

to the total stored volume plus 10%. "Flammable Material" and "No Smoking" warning signs shall be installed at fuel storage sites.

Oil leaks and spills from equipment shall be prevented through good maintenance. Used oil and contaminated refrigerants shall be removed and disposed of properly. Outdated chemicals and wastes collected after spills shall be properly confined, labeled and sent to a hazardous waste disposal site.

Hazardous chemicals shall be stored in locked, well-ventilated, water-tight buildings. The buildings' concrete floors should slope to a center basin for containing spills. Warning signs shall be posted.

Although feed mills generally do not store large quantities of hazardous materials, procedures shall be developed for managing spills or leaks of oil, fuel, gases, chemicals and other products. The equipment and supplies needed for managing and cleaning

up these spills shall be readily available. Workers shall be trained to properly use the equipment and handle the contained waste.

**Feed Manufacturing Technology V**  
Environmental Management  
American Feed Industry Association © 2005  
Arlington, Virginia, USA

#### **For Additional Information**

**U.S. EPA Spill Prevention, Control and Countermeasure (SPCC) Rule**  
<http://www.epa.gov/oem/content/spcc/index.htm>

#### **Standards**

- 4.1: Fuel, lubricants and potentially dangerous or toxic chemicals shall be stored and disposed of in a safe and responsible manner.
- 4.2: Fuel, lubricants and potentially dangerous chemicals shall not be stored near feed ingredients, in employee housing or in kitchen areas.
- 4.3: Fuel, lubricant and chemical storage areas shall be marked with warning signs.
- 4.4: Precautions shall be taken to prevent spills, fires and explosions, and procedures and supplies shall be readily available to manage chemical and fuel spills or leaks. Designated staff shall be trained to manage such spills and leaks.
- 4.5: Secondary fuel containment shall conform to BAP guidelines for fuel storage.

## **5. Environment**

### **Waste Management**

Manufacturing by-products, garbage, and paper and plastic refuse shall be disposed of in a sanitary, responsible and biosecure manner.

#### **Reasons for Standard**

Feed mills generate waste that can cause pollution, odors and health hazards when not disposed of properly. Human food scraps, out-of-date feed and other organic waste can attract scavengers. Runoff from refuse piles can cause pollution and contaminate ground water.

Empty plastic bags and other containers do not decompose quickly. They can be a hazard to animals that become entangled in

them.

#### **Implementation**

Unwanted or expired ingredients and unwanted finished product generally present the greatest challenges in waste disposal, so a rigorous program for their removal shall be in place. Such materials shall be kept in covered containers or storage areas, removed frequently and disposed of properly.

Waste ingredients and unsellable material shall be isolated and identified, and shall only recovered as feed after the absence of hazardous contamination has been assured. Waste and unsellable material containing hazardous levels of veterinary drugs, contaminants or other hazards shall be disposed of in an appropriate and, where applicable, statutory manner and not used as feed.

Trash, garbage and other wastes may not be dumped on vacant land. It shall be dealt with according to local law by composting, putting in a landfill or burning after excluding plastics. Composting shall be done by a procedure that does not create odor problems or attract wild animals.

## Standards

- 5.1: Expired ingredients and unwanted finished product shall be kept in covered containers or storage areas, and disposed of frequently and properly.
- 5.2: Waste ingredients and unwanted finished product shall be recovered as feed only after confirmation that hazardous contamination is not present.
- 5.3: Waste materials that contain hazardous levels of drugs or other contaminants shall be disposed of properly.
- 5.4: Garbage and other solid waste shall be disposed of to comply with local regulations and avoid environmental contamination and odor problems (e.g., by recycling, burning, composting or placing in a landfill).

## 6. Food Safety

### HACCP Process Controls, Good Manufacturing Practices

Feed mills shall have current, systematic and documented process controls combined with good manufacturing practices that minimize or eliminate food safety hazards. Food safety hazards shall be identified and corresponding risks managed effectively through a HACCP-

Paper and plastic should be recycled if possible. Collection of wastes for recycling requires readily accessible waste containers that are serviced at regular intervals.

### For Additional Information

#### Environmental Engineering

P. A. Vesilind, J. J. Peirce, R. F. Weiner -- 1994

Butterworth-Heinemann  
Boston, Massachusetts, USA

#### Composting

U.S. Environmental Protection Agency  
<http://www.epa.gov/compost/>

based or equivalent system.

#### Reasons for Standard

There are potential risks to human health associated with the contamination of aquafeeds by chemical or biological agents.

The ultimate safety of aquaculture products cannot be guaranteed unless feed producers control what is incorporated into their feeds.

Food safety issues and biosecurity concerns have highlighted the importance of continually evaluating and improving food safety programs in order to enhance consumer confidence and facilitate domestic and global trade. As a result, most countries have strict safety specifications defined by health or food safety authorities for feeds consumed by aquatic species destined for human consumption.

### Implementation

The most effective way to ensure food safety is through a systematic appraisal of the hazards involved and the adoption of appropriate process controls. To this end, the most commonly applied tool is hazard analysis, critical control points (HACCP), for which principles have been defined by the Codex Alimentarius Commission. At a minimum, the hazard analysis shall address:

- risks of chemical contamination of ingredients and/or finished products with dioxin/PCBs, medicinal substances, feed additives, heavy metals (including lead, mercury and cadmium), mycotoxins, pesticides and industrial contaminants
- biological hazards arising from the use of feed ingredients derived from certain non-processed and/or processed aquaculture products, and from contamination by restricted-use protein or pathogenic enteric microbes such as *Salmonella* or *Campylobacter* species, or *Escherichia coli*
- for medicated feed producers, the risk of incorrect dosing or mislabeling.

Feed mill operators shall provide the BAP auditor a documented HACCP plan or equivalent documented feed safety plan. This shall cover:

- standard operating procedures based on good management practices (GMPs)
- detailed accounts of process controls in terms of critical control points, preventive measures, monitoring and verification procedures, corrective actions and product recall procedures
  - feed production process flow charts that include critical control points
  - organizational charts of management and employee authority structure.

A quality management plan shall also be provided.

### Good Management Practices

Good management practices are designed to address issues such as cleanliness and maintenance to create an environment in which safe feed can be produced. They cover all stages of the production process from procurement through handling, storage, processing and eventual distribution of finished products. The GMPs shall specifically identify:

- the methods for maintaining isolation between different ingredients and between ingredients and finished products
  - how ingredients, feeds and feed contact surfaces are protected from adulteration with chemical and physical contaminants
- the methods adopted for excluding animal pests using approved pest control methods by trained personnel or a licensed pest control service, including how the plant

and warehouse are baited and fumigated

- routine cleaning operations and how they are monitored
- how containers and equipment used for transport, storage, conveying, handling and weighing are kept clean
- procedures for verifying through product analysis that the GMPs are controlling the hazards they are designed to address
- procedures for managing bulk and bagged ingredients on a rotational, first-in-first-out basis
- procedures for checking ingredient routings before incoming ingredients are unloaded to avoid cross-contamination
- how processed feeds are separated from unprocessed ingredients and how misformulated, damaged or returned feed is stored so that it cannot contaminate other feedstuffs
- how labels are received, handled and stored to prevent mislabeling and assure the correct labels are placed on the correct feed.

### Process Controls

The process controls focus on the production system and the prevention of specific risks. They shall identify:

- management and employee authority structure, depicted in organizational charts
- critical control points, depicted in an overall process flow chart
- finished products and their presentations
- preventive measures for each identified hazard at each critical control point
- monitoring procedures for each identified hazard at each critical control point that include frequency, assignment of

task, scientifically derived critical limits, monitoring method and record-keeping method

- corrective actions to be implemented when a critical limit has been breached for any identified hazard
- verification procedures for all monitoring, corrective actions and preventive measures that demonstrate product safety by revision of procedures through product analysis at a frequency specified by the feed producer
- recall procedures in case adulterated product leaves the feed plant.

### Incoming Ingredients

All incoming ingredients shall be inspected and tags or labels checked for medications, trace minerals and other additives. Grain or feedstuffs that are moldy, treated/dyed or otherwise discolored should not be used. Brightly colored grain, which usually indicates seeds treated for use as rodenticides or other pest control, can be highly toxic to aquatic animals and humans.

The BAP standards require that feed mills consider antibiotics in their hazard analyses and show that adulteration with these substances is controlled through verified controls. Feed mills shall also maintain copies of supplier certificates that indicate no banned chemicals or antibiotics were applied to the incoming raw materials. Feed mills shall establish internal audit plans for verification of these data through laboratory analysis of incoming raw materials.

Periodic sampling of incoming ingredients shall be carried out to ensure that specifications are respected. Analytical testing for toxicants should follow Association of Analytical Communities or equivalent nationally approved analytical

methods. Ingredients shall meet applicable statutory standards for levels of pathogens, mycotoxins, herbicides, pesticides and other contaminants that can give rise to human health hazards.

Minerals, supplements and other additives should be obtained from reputable manufacturers that guarantee the concentration and purity of ingredients, and provide instructions for correct use. For veterinary drugs, only licensed therapeutic products manufactured in accordance with good manufacturing practices shall be used, with the manufacturer certifying the availability of or providing certificates of analysis. All incoming ingredients shall be verified for correct labeling, purchasing specification, cargo destination, lot number/date and regulatory compliance, as appropriate, especially for medicated feeds.

### **Production**

Pathogen control procedures, such as pasteurization to eliminate *Salmonella enterica*, *Toxoplasma gondii* and *Trichinella spiralis*, or the addition of an organic acid to inhibit mold growth, should be used where appropriate. Results of treatments shall be monitored. Pasteurization can also be achieved by production methods such as elevated temperatures over time.

Equipment manufacturers should be consulted to determine what is required for pathogen control. Work and reports to meet these standards should be developed and used.

The refeeding of a given species back to the same or closely related species in the form of processed and/or non-processed aquaculture feeds shall be avoided to block this possible route for the spread of disease.

### **Finished Product**

Labels and tags for finished product shall conform to legislation in the countries where the feed products are sold.

Process controls shall incorporate periodic testing of finished product to check for chemical contamination and mislabeling. Of particular concern is the inclusion of banned antibiotics such as nitrofurans. Low concentrations of pesticides or veterinary residues can have serious effects, not only on the production of aquaculture species, but accumulation of such residues may render aquatic species hazardous to consumers if action levels are exceeded.

For example, in Europe, manufacturers must make sure permitted levels of undesirable substances mentioned in European Economic Community directives are not exceeded in feed. Other directives regulate the use of additives and veterinary medicines.

In the United States, feed mills that add drugs to feed are subject to the Federal Food, Drug and Cosmetic Act. For medicated feeds, three batches of each type should be tested per year to check concentrations against target concentrations and ensure proper mixing and manufacture. The subject of bovine spongiform encephalopathy is dealt with in rule 21 CFR 589.2000.

### **Medicated Feeds**

To avoid cross-contamination, all medicinal feed additives shall be stored separately from other feed materials, products and premixes. Access to drug storage areas shall be limited to authorized personnel. Use of drugs and other ingredients shall follow ingredient label directions and regulatory

requirements. Products without labels shall not be used.

Feed mills should demonstrate acceptable cleaning procedures between batches of medicated feeds. Production runs of medicated feeds should be grouped together as much as possible. When sequencing is not possible, the processing system should be flushed with ground corn meal or a similar ingredient. Flush material should be routed into the same medicated batch, whenever possible. Bulk feed delivery trucks carrying medicated feeds should be appropriately flushed or sequenced to assure that subsequent deliveries are not cross-contaminated.

Labels and tags for medicated feeds shall conform to legislation in the countries where the aquaculture feed products are sold. Warnings shall be clearly evident, along with specific instructions, including approved withdrawal times, for the species being fed. Medicated feed should be stored under conditions specified on the pharmaceutical product label.

#### **Process Control Documentation**

The auditor's main method of inspecting a facility is through the inspection of documents and records, so accurate and systematic record keeping, as defined in the HACCP plan, feed safety or quality management system, is a fundamental requirement for certification. Feed mills shall make available records that show all monitoring, verification and corrective actions taken. These shall be up to date and no less than 90% complete.

#### **Recall Procedures**

Recall procedures shall be planned and documented, for example, following the

guidelines provided by the FAO. Shipping and distribution records shall be maintained to facilitate the recall of specific production batches/runs to the mill if and when an error occurs in processing. Refer to the Traceability section below.

#### **For Additional Information**

##### **U.S. Food and Drug Administration Code 21 CFR 225**

Current Good Manufacturing Practices for Medicated Feeds

<http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/CFRSearch.cfm?CFRPart=225>

##### **U.S. Food and Drug Administration Code 21 CFR 589.2000**

<http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/CFRSearch.cfm?fr=589.2000>

##### **Maximum Residue Limits for Veterinary Drugs in Foods**

Codex Alimentarius Commission  
CAC/MRL 02-2009

##### **Animal Feed Impact on Food Safety**

Report of the FAO/WHO Expert Meeting  
FAO, Rome; October 8-12, 2007

##### **Codex General Standard for Contaminants and Toxins**

**in Food and Feed**

Codex STAN 193-1995, Rev. 2-2006

##### **Code of Practice for the Prevention and Reduction of Dioxin and Dioxin-like PCB Contamination in Foods and Feed**

Codex Alimentarius Commission  
CAC/RCP 62-2006

##### **AFIA Safe Feed/Safe Food Hazard Guidelines**



American Feed Industry Association  
<http://www.safefeedsafefood.org/images/pdf/SFSF%20HAZARD%20GUIDELINES%20MAY.2012.pdf>

**European Feed Manufacturers Guide,  
Version 1.1**  
November 2009, FEFAC  
<http://www.fefac.eu/files/25125.pdf>

**Recommended International Code of  
Practice:  
General Principles of Food Hygiene**  
CAC/RCP 1-1969, Rev. 4-2003

**Code of Practice on Good Animal Feeding**  
Codex Alimentarius Commission  
CAC/RCP 54-2004

## Standards

### HACCP Process Controls

- 6.1: The applicant shall have a documented HACCP plan or equivalent feed safety plan available for inspection.
- 6.2: A quality management plan shall be available for inspection.
- 6.3: The HACCP plan or equivalent system shall include an organizational chart that depicts the management and employee authority structure, including the quality control hierarchy.
- 6.4: The HACCP plan or equivalent system shall adequately address potential chemical, biological and other safety hazards with appropriate preventive measures and monitoring, corrective actions and verification procedures.
- 6.5: For producers of medicated feeds, the HACCP plan or equivalent system shall address the special risks of incorrect dosing or mislabeling.
- 6.6: The HACCP plan or equivalent system shall include flow charts on the feed production process that include process specifications and depict critical control points.
- 6.7: Process controls shall identify preventive measures for each identified hazard at each critical control point.
- 6.8: Process controls shall identify monitoring procedures for each identified hazard at each critical control point that include frequency, assignment of task, scientifically derived critical limits and monitoring and record-keeping methods.
- 6.9: The applicant shall be able to demonstrate that process controls that identify corrective actions taken when a critical limit for an identified hazard has been breached are implemented and monitored.
- 6.10: Process controls shall identify verification procedures for all monitoring, corrective actions and preventive measures to assure safety of product and prevent adulteration.
- 6.11: Incoming ingredients shall be inspected, and tags or labels shall be checked for medications, trace minerals or other additives.

- 6.12: The applicant shall maintain copies of supplier certificates that indicate incoming raw materials are free from banned chemicals or antibiotics.
- 6.13: The applicant shall periodically sample and analyze incoming ingredients for adulterants or toxins to comply with applicable statutory standards for pathogens, mycotoxins, herbicides, pesticides and other contaminants.
- 6.14: The applicant shall respect prohibitions of the refeeding of ingredients from like aquaculture organisms to prevent transmission of disease.
- 6.15: Process controls shall incorporate periodic testing of finished products for hazards including chemical contamination by such banned substances as antibiotics or pesticides.
- 6.16: Medicated feeds shall be stored separately from all other feed materials, products and premixes, with access to the drug storage area limited to authorized personnel.
- 6.17: Warnings and species-specific instructions shall be clearly evident on labels and tags.
- 6.18: The applicant shall maintain current, accurate records that detail monitoring, verification and corrective actions as required by the HACCP plan or equivalent system.

### **Good Manufacturing Practices**

- 6.19: The applicant shall have a documented manual of standard operating procedures based on good management practices.
- 6.20: GMPs shall identify effective methods for maintaining isolation between different ingredients and between ingredients and finished products.
- 6.21: GMPs shall identify how ingredients, feeds and feed contact surfaces are protected from adulteration with chemical and physical contaminants.
- 6.22: The applicant shall be able to demonstrate the implementation of GMPs that exclude animal pests using approved pest control methods by trained personnel or a licensed pest control service.
- 6.23: GMPs shall identify how routine cleaning operations are conducted and monitored, and how containers and equipment are kept clean.
- 6.24: The applicant shall be able to demonstrate the implementation of GMPs that manage bulk and bagged ingredients on a rotational, first-in-first-out basis.
- 6.25: The applicant shall be able to demonstrate the implementation of GMPs that check ingredient routings for incoming ingredients to avoid cross-contamination.
- 6.26: The applicant shall be able to demonstrate the implementation of GMPs that segregate processed feeds from unprocessed ingredients and misformulated, damaged or returned feeds.
- 6.27: GMPs shall identify how labels are received, handled and stored to prevent mislabeling.
- 6.28: Process controls shall identify finished products and their presentations.
- 6.29: Tags and labels for finished products shall conform to legislation in the countries where the feed products are sold.
- 6.30: The applicant shall assure that products without labels are not stored or used.
- 6.31: Tags and labels for medicated feeds shall conform to legislation in the countries where the feeds are sold.
- 6.32: Recall procedures shall be identified, planned and documented, and accurate shipping records shall be maintained to facilitate recalls.

## 7. Traceability

### Record-Keeping Requirement

To establish product traceability, specified data shall be recorded for both raw ingredients and finished products.

#### Reasons for Standard

Product traceability is a crucial component of the BAP certification program. It interconnects links in the seafood production chain and allows each batch of product to be traced back to the inputs of origin. Results of feed quality and safety analyses by accredited laboratories can also be included. Traceability ultimately assures the purchaser that all steps in the production process were in compliance with environmental, social and food safety standards.

#### Implementation

Feed mills shall utilize traceability systems that allow accurate and timely tracing of all feed ingredients used in feeds and all finished products. Traceability procedures and systems shall ensure the identification of all outsourced products, ingredients and services. Complete production records of batches and final feed products and packaging shall be maintained, as well as records of feed product purchasers.

To establish traceability for incoming ingredients, the information specified in Standard 7.3 shall be recorded for each shipment received. This data includes ingredient types, sources and lot numbers. (See sample Ingredient Traceability Form, Appendix A.)

Particular attention shall be given to record keeping that relates to animal health products and premixes used in medicated feeds. A daily inventory of drugs and premixes is required with a check on the quantity of drugs used against the quantity of medicated feeds produced. The information specified in Standard 7.4 shall be recorded for each shipment of medicated ingredients received. (See sample Medicated Ingredient Traceability Form, Appendix B.)

For feed output, documentation shall enable the history of each batch, blend or run of product to be determined. The information specified in Standard 7.5 shall be recorded for each shipment of finished feed. (See sample Product Traceability Form, Appendix C.)

To control the potential spread of specific pathogens from raw materials of animal or plant origin, it may be necessary to specify for any given ingredient the country and species of origin and any treatment process used prior to purchase. Care shall be taken to preserve the identity of such material after procurement to facilitate subsequent tracking.

Records shall be retained for at least three years after the date of delivery. For feeds for the United States market, the record-keeping provisions of the Public Health Security and Bioterrorism and Response Act of 2002 need to be satisfied. The U.S. Food and Drug Administration is currently

defining the precise implications of these provisions as they relate to feed, ingredients and pet food.

Feed mills shall maintain paper records of the required data in notebooks or files. This information shall also be transferred to computer database files, with the original files kept to allow verification of the electronic data.

The record-keeping process requires a high degree of care and organization. At large feed mills, managers could collect initial data for ingredient deliveries and feed product shipments. A single clerk could then be given the task of collecting the data and transferring it to a computer database. Plant management shall of course review the

effort at intervals to verify it satisfies BAP requirements.

#### **BAP Logo Use**

Use of the Best Aquaculture Practices logo, a registered trademark of the Global Aquaculture Alliance, for any purpose shall be approved by BAP in advance and used in compliance with the BAP trademark usage agreement.

#### **Customer Complaints**

The applicant must prepare and implement an effective system for the management of complaints and complaint data to control and correct shortcomings related to its products' compliance with the BAP standards.

### **Standards**

- 7.1: The facility shall operate a record-keeping process that provides timely, organized, accurate entries, performed and overseen by a designated trained person or team responsible for collecting the data, ensuring it is complete and accurate, and that traceability requirements are met.
- 7.2: A traceability system shall be in place that allows accurate and timely forward and backward tracing of all ingredients used in feeds and all finished product information, including date code and lot information for finished feed products, as well as shipping details.
- 7.3: Traceability records shall be maintained for all incoming ingredients for each of the following parameters:

- ingredient type
- date received
- shipper's name, address and contact details
- supplier's name, address and contact details
- unloading assignment
- bulk quantity or number of bags
- bag size
- packaging type
- unique lot number
- quality comments

- receiver's signature
- expiration date, if applicable.

7.4: Traceability records shall be maintained for medicated feeds for each of the following parameters:

- drug name, including potency
- date received
- quantity
- supplier's name
- supplier's code for drug, if applicable
- supplier's lot or code number
- return of any damaged or unacceptable drugs.

7.5: Traceability records shall be maintained for finished feed products for each of the following parameters to allow tracing of feed back to the inputs of origin:

- manufacturing date
- ingredient source(s) including all additives
- feed type mixed
- formulation details
- processing conditions
- unique lot number
- actual yield
- mixing personnel
- bin assignment
- drug inclusion(s)
- expiration date for medicated feed, if applicable
- sequencing and flushing
- dispatch date
- name, address and contact details for transporter
- name, address and contact details for destination/purchaser (including BAP certification number, if applicable)
- misformulated, damaged or returned feed status, especially for medicated feed.

7.6: Effective procedures shall be defined and implemented to ensure that batches of feed produced under the BAP program are segregated from all other batches of feed.

7.7: Where a facility's traceability system consists of paper records and/or files, this information shall be transferred to a computer database or spreadsheet to allow transmission and verification of electronic data.

7.8: Facilities that use an online system or computer database for traceability shall keep copies of the documents or records that were used to transfer data to the electronic system to allow verification of the information in the electronic system.

7.9: Facility procedures shall maintain lot separation during receipt, storage, handling and production of feeds. Lot separation shall also be reflected in records.

7.10: Records of traceability shall be retained for at least three years after the date of delivery of feed products.

- 7:11: In order to use the BAP logo, facilities shall have such use approved and registered in advance with BAP Management.
- 7:12: The facility shall keep records of any customer complaints related to its products' compliance with the BAP standards.
- 7:13: The facility shall keep records of investigations of such complaints and actions taken to address/correct them.

## Appendix A

### Sample Ingredient Shipment Traceability Form

Feed Mill Name	
<b>INGREDIENT</b> Ingredient Type	Reception Date
Quantity Received	Unloading Assignment
Bag Size	Package Type
Bulk Quantity or Number of Bags	Supplier Name
Lot Number	Address
Quality Comments	Address
	Contact/Telephone
	Shipper Name
Received By	Address
Expiration Date	Address
	Contact/Telephone

## Appendix B

### Sample Medicated Ingredient Shipment Traceability Form

Feed Mill Name		
<b>MEDICATED INGREDIENT</b> Ingredient Type		Reception Date
Quantity Received		Unloading Assignment
Bag Size	Package Type	Supplier Name
Drug Name		Address
Drug Potency		Address
Supplier Code		Contact/Telephone
Lot Number		Shipper Name
Return (Damaged or Unacceptable)		Address
Received By		Address
Expiration Date		Contact/Telephone



## Appendix C

### Sample Product Run Traceability Form

Feed Mill Name	
<b>PRODUCT RUN</b> Feed Type	Manufacture Date
Yield	Dispatch Date
Lot Number	Purchaser Name
Formulation	BAP Certification Number
	Address
	Address
Drug Inclusion	Contact/Telephone
	Shipper Name
Ingredient Source(s)	Address
	Address
	Contact/Telephone
Mixed By	Bin Assignment
Sequencing/Flushing	Processing Conditions
Return (Misformulated/Damaged)	

## BAP Feed Mill Standards - Issue 2.1 Change-Log (23-May-2017)

Approved (SOC March 2017) modification to the BAP Feed Mill Standard regarding the sustainability of soy ingredients

Changes to the opening of Section 3

### 3. Environment

#### *Sustainability of key inputs: Fishmeal, Fish Oil and Soy*

*Feed mills shall strive to reduce dependence on wild fisheries and obtain marine meals and oils from sustainable sources. Certified mills shall provide reliable information on inclusion of such ingredients in compound feeds. Feed mills shall also develop sourcing policies that actively favour responsibly produced terrestrial plant ingredients including soybeans.*

Text to insert at end of existing guidance:

*Feed mills shall adopt preferential sourcing of responsibly produced soymeal and soy derived ingredients such that a minimum of 50% (calculation based on mass balance) are derived from certified sources by June 2022. Acceptable certifications include ProTerra, RTRS (Round Table For Responsible Soy), and SSAP (Soybean Sustainability Assurance Protocol).*

New Clause:

Applicable after June 30<sup>th</sup> 2022

3.5: For soymeal and other soy derived ingredients, at least 50% shall come from sources that are certified to either ProTerra, RTRS or SSAP.

Added "Social Compliance" to definitions of Critical and Major Non-Conformities

# BioVita Fry

A Premium Fry Feed for Enhancement Operations



BioVita Fry is a premium all fish meal, all fish oil, extruded feed for rearing fry, fingerling, and juvenile salmon and trout. The primary source of protein is from premium fish meal. It is supplemented with marine fish oils while vitamins, minerals and natural astaxanthin are incorporated at optimal levels to help assure healthy fish. Beta-glucans are also included to stimulate the immune system and counter-act stress while palatability is enhanced with natural flavors.

- Highly digestible all fishmeal and fish oil diet promotes growth, low Feed Conversion Rate (FCR) and improved water quality
- Natural palatability enhancers and prime fishmeal ensure active feeding
- BioVita Fry contains beta-glucans and a high level of vitamins to stimulate the immune system.
- Optimal pellet sizing reduces fish size variation
- Durable extruded pellets contribute to improved water quality

## Composition

Feed Size	Protein Min.	Oil Min.	Moisture Max.	Fiber Max.	Ash Max.	DE (MJ/KG)	Fish Size Grams	Fish Size # Fish/lb.
1.2	50%	22%	8.5%	1.0%	13%	19.6	3.0-5.0	150-90
1.5	50%	22%	8.5%	1.0%	13%	19.6	5.0-8.0	90-60
2.0	50%	22%	8.5%	1.0%	13%	19.6	8-18	60-25
2.5	50%	22%	8.5%	1.0%	13%	19.6	18-40	25-11
3.0	50%	22%	8.5%	1.0%	13%	19.6	40-75	11-6

Individual results from the use of BioVita Fry will vary due to management, environmental, genetic, health and seasonal water issues. Therefore, Bio-Oregon does not warrant or guarantee individual results.

Visit us on-line at: [www.bio-oregon.com](http://www.bio-oregon.com)

While every effort is made to ensure accuracy, the information provided in this sheet is only a guideline and Bio-Oregon reserves the right to modify it without prior notice.

Updated: December 2016

# BioVita Starter

A Premium Starter Feed for first feeding of salmonids



BioVita Starter is our premium all fish meal, all fish oil, extruded starter feed for first feeding of salmon and trout. The primary ingredients are premium fishmeal and fish oil, and the diets is supplemented with vitamins, minerals and natural astaxanthin to help assure healthy fish. Beta-glucans are included to stimulate the immune system and counter-act stress while palatability is enhanced with natural flavors.

- Highly digestible all fishmeal and fish oil diet promotes early growth, low Feed Conversion Ratio (FCR) and improved water quality
- Natural palatability enhancers and prime fishmeals ensure active feeding
- Feed size #0 floats well to train first feeders while sizes #1 and #2 sink progressively faster
- Optimal particle size distribution provides overlap between sizes to minimize drop outs
- BioVita Starter contains beta-glucans, nucleotides and a high level of vitamins to stimulate the immune system and ensure a healthy start

## Composition

Feed Size	Particle Size (mm)	Protein Min.	Oil Min.	Moisture Max.	Fiber Max.	Ash Max.	DE (MJ/KG)	Fish Size Grams	Fish Size # Fish/lb.
Mash	0.25-0.4	53%	18%	8.5%	1.0%	12%	18.9	<0.15	> 3000
#0	0.3-0.6	53%	18%	8.5%	1.0%	12%	18.9	0.15-0.8	3000-570
#1	0.4-1.0	52%	20%	8.5%	1.0%	12%	19.3	0.8-1.5	670-300
#2	0.8-1.4	52%	20%	8.5%	1.0%	12%	19.3	1.5-3.0	300-150

Individual results from the use of Bio-Oregon feed products may vary due to management, environmental, genetic, health and sanitation differences. Therefore, Bio-Oregon does not warrant or guarantee individual results.

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Updated: December 2016

# BioTrout

High Performance Feed for Trout and Steelhead



BioTrout is a high-energy trout and steelhead diet designed to give the lowest feed cost per pound of fish by delivering excellent growth rates and a low Feed Conversion Ratio (FCR). Research has demonstrated that higher-energy feeds have the potential to increase growth and drive down FCRs when fed to appetite. BioTrout has a highly digestible protein and energy content in a ratio which has been carefully adjusted to allow maximum growth.

BioTrout also utilizes the Aminobalance™ concept to match the dietary protein profile with the fish's essential amino acid requirement. This ensures that the maximum amount of valuable dietary protein is used for muscle growth and the least possible amount is deposited as fat or broken down to form nitrogenous waste products e.g. ammonia.

- High energy level for excellent growth rates
- Amino balanced for improved protein utilization
- Select use of alternative raw materials provides improved raw material and price stability
- An enhanced vitamin pack ensures all nutritional requirements are fully met
- BioTrout's durable extruded pellet contributes to improved water quality

## Composition

Feed Size	Protein Min.	Oil Min.	Moisture Max.	Fiber Max.	Ash Max.	DE (MJ/KG)	Fish Size Grams	Fish Size # Fish/lb.
2.0	47%	24%	8.5%	1.8%	12%	20.0	8.0 - 25	60 - 18
3.0	47%	24%	8.5%	2.0%	12%	20.1	25 - 75	18 - 6
4.0	45%	24%	8.5%	2.0%	12%	19.8	75 - 400	6 - 1
6.0	43%	24%	8.5%	2.0%	12%	19.7	400 - 1000	1 - 0.5
9.0	40%	24%	8.5%	2.0%	12%	19.6	> 1000	< 0.5

Individual results from the use of Bio-Oregon feeds may vary due to management, environmental, genetic, health and simulation differences. Therefore, Bio-Oregon does not warrant or guarantee individual results.

Visit us on-line at: [www.bio-oregon.com](http://www.bio-oregon.com)

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**Updated: August 2015**

# Bio-Olympic Fry

Optimal growth based on Nutritional Excellence



For efficient fish production, it is important to have rapid growth from day one. Bio-Oregon has developed an advanced freshwater fish feed, Bio-Olympic, which offers outstanding growth rates and shortened production times. All of Bio-Oregon's nutritional expertise has been brought together in this advanced fry diet which has demonstrated growth improvements of up to twenty percent in controlled trials. Bio-Olympic is the diet of choice for facilities wishing to fast-track their fry.

- Advanced formulation delivers outstanding growth rates
- Palatability enhancers ensure active feeding
- High quality fishmeals and fish oils promote rapid growth
- An enhanced vitamin pack ensures all nutritional requirements are fully met
- Bio-Olympic's durable extruded pellets contribute to improved water quality

## Composition

Feed Size	Protein Min.	Oil Min.	Moisture Max.	Fiber Max.	Ash Max.	DE (MJ/KG)	Fish Size Grams	Fish Size # Fish/lb.
1.2	50%	20%	8.5%	1.0%	13%	18.8	3.0-5.0	150-80
1.5	50%	20%	8.5%	1.0%	13%	18.8	5.0-8.0	90-60
2.0	50%	20%	8.5%	1.0%	13%	18.8	8-18	60-25
2.5	50%	20%	8.5%	1.0%	13%	18.8	18-40	25-11
3.0	50%	20%	8.5%	1.0%	13%	18.8	40-75	11-6

Individual results from the use of Bio-Olympic may vary due to management, environmental, genetic, health and sanitation differences. Therefore, Bio-Oregon does not warrant any specific individual results.

Visit us on-line at: [www.bio-oregon.com](http://www.bio-oregon.com)

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Updated: August 2015

# BioBrood

For Optimum Brood Health, Egg and Fry Quality



Broodstock nutrition has a profound influence on the next generation of fish, demanding the delivery of the best feed at the right time. Feeding BioBrood will help to ensure that broodstock produce the required number of high quality, disease-free eggs and juveniles.

BioBrood is Bio-Oregon's advanced broodstock feed with an energy content that has been specifically designed to meet the needs of developing and maturing eggs and sperm. The lipid content has been carefully balanced to optimize gonad development and to help facilitate the spawning process by minimizing excess visceral fat. BioBrood is formulated with high quality marine fish oils and a high level of digestible protein from premium fishmeal.

Vitamin E, Vitamin C and minerals are important as they protect against oxidative damage and hence are essential for successful reproduction and good larval/fry quality. BioBrood is well supplied with these micronutrients.

BioBrood is manufactured in sizes 4.0, 6.0 and 9.0mm pellets and comes standard with 60 ppm astaxanthin. The carotenoid Astaxanthin is responsible for the unique coloring of salmon and trout eggs and acts as a powerful antioxidant protecting omega-3 fatty acids.

The benefits derived from the use of a specially formulated broodstock feed include:

- Healthier broodstock
- Increased fecundity
- Improved egg quality and reduced fry mortality
- Better initial performance at start feeding

## Composition

Pellet Size mm	Protein Min.	Oil Min.	Moisture Max.	Fiber Max.	Ash Max.	DE (MJ/KG)	Fish Size Grams	Fish Size # Fish/lb.
4.0	48%	20%	8.5%	1.0%	11%	18.2	75-400	0.2-0.9
6.0	48%	20%	8.5%	1.0%	11%	18.2	400-1000	0.9-2.2
9.0	48%	20%	8.5%	1.0%	11%	18.2	1000-2000	2.2-4.4

## Feeding Guidelines

It is not recommended to feed a normal grower feed to broodstock in the months before spawning. Since salmon can start to develop gonads up to one year before spawning, BioBrood should be fed for 9-12 months before spawning. It is important not to reduce feed rations during this period of vitellogenesis and oocyte maturation as this could lead to a reduction in fecundity.

The appetite of the fish is the best indicator and broodstock should be fed to their own appetite requirement. Ideally broodstock should be fed once or twice per day in order to allow careful observation of behavior. For detailed feeding guidelines please contact your local Bio-Oregon representative.

Visit us on-line at: [www.bio-oregon.com](http://www.bio-oregon.com)

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Updated: August 2016



# CERTIFICATE OF LIABILITY INSURANCE

TDD  
R022DATE (MM/DD/YYYY)  
5/23/2017

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

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

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> MOORE-CLARK USA INC 15 SAUNDERS WAY STE 500 WESTBROOK ME 04092	NAIC#	
	INSURER A: Hartford Accident & Indemnity Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE	OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	76 WEG DE7127	05/12/2017	05/12/2018	E.L. EACH ACCIDENT	\$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

STATE OF MICHIGAN  
CONSTITUTION HALL 1ST FLOOR NE DTMB-  
PROCUREMENT  
525 W ALLEGAN STREET  
PO BOX 30026  
LANSING, MI 48909

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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