



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
DNR209066

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

VENDOR

*A25131056 570-648-6710
MELICK AQUAFEED INC
139 SOUTH 1ST STREET

CATAWISSA PA 17820

SHIP TO

DIVISION OF NATURAL RESOURCES
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2008				

BID OPENING DATE: **12/02/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		325-28		
<p>FISH FOOD</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH TROUT FOOD PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE</p>						

RECEIVED

2008 NOV 26 A 10:19

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael M. Mala* TELEPHONE *570-351-2522* DATE *11/25/08*

TITLE *VP* FEIN *23-304916* ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 304-558-2316**

VENDOR
 *A25131056 570-648-6710
MELICK AQUAFEED INC
139 SOUTH 1ST STREET

CATAWISSA PA 17820

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VARIOUS LOCALES AS INDICATED
BY ORDER

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BID OPENING DATE: **12/02/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>(1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard D. Dasaola</i>	TELEPHONE 570-356-2522	DATE 11/25/08
TITLE <i>VP</i>	FEIN 233049110	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

RODNEY

*A25131056 570-648-6710
MELICK AQUAFEED INC
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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001 EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER PRICE ADJUSTMENTS ONLY AT THE TIME OF CONTRACT RENEWAL PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE 520-3510-2522	DATE 11/25/08
TITLE <i>VP</i>	FEIN 2330419112	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR209066</p> <p>BID OPENING DATE: 12/02/08</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE 570-356-2522	DATE 11/25/08
TITLE VP	FEIN 233041914	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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BID OPENING DATE: **12/02/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				570-356-2522		
CONTACT PERSON (PLEASE PRINT CLEARLY): MICHELE MASAKI						
***** THIS IS THE END OF RFQ DNR209066 ***** TOTAL:						736690.40

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michele Masaki</i>	TELEPHONE 570-356-2522	DATE 11/25/08
TITLE VP	FEIN 233041916	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SECTION 1
FORMULATION SPECIFICATIONS FOR STARTER DIET

Starter, No.1, No.2 granules

1. Fish food shall be composed of the following items. The final production shall carry the following guaranteed analysis:

Crude protein, not less than 50%
Fish Meal protein, no less than 33%
Crude fat, not less than 17%
Moisture, not more than 10.5.% at sack-off

2. Fish meal (not less than 50%₁): Stabilized, maximum fat 12%, maximum moisture 10%, stored at the manufacturer's plant no longer than 6 months as indicated by the Bill of Lading. Different meals may not be combined for use in the feed. Pepsin digestibility less than 92.5%. Maximum allowable salt content shall not exceed 5%.

A. Herring meal (minimum protein 67.5%)
B. Anchovy fish carcass meal (minimum protein 65%)

3. Wheat feed flour (12.3%): minimum protein 14%, maximum fiber 1.5%.
4. Soy Flour (15%): defatted minimum protein 48.5%, maximum fat 1% (flour must be adequately toasted with protein dispersability index of less than or equal to 20)
5. Dried blood four (10%): minimum protein 80%
6. Trace mineral premix No. 2 (see section 6 of specifications) -- 1#/ton
7. Vitamin premix (see Section 5) of specifications) -- 12#/ton
8. Choline chloride 50% -- 4.5#/ton
9. Ascorbic acid -- 1.5#/ton

10. Fish Oil (12%₁): stabilized with BHA, BHT, or ethoxyquin less than 3% free fatty acids and not to be alkaline reprocessed.
11. Lignon sulphonate pellet binder (0-2%₁) (e.g. Ameribond, Orzan, or equivalent).

₁ Fish meal may be increased depending upon protein content but must provide not less than 33% fish protein. Quantity of added oil may be adjusted so that the finished feed shall contain not less than 17% crude fat. Wheat feed flour is to be adjusted to compensate for the above variations.

SECTION 2 FORMULATION SPECIFICATIONS FOR GROWER DIET, GR6-30

No. 3 and No. 4 granules -- option diet for pellets

1. Fish food shall be composed of the following items. Final production shall carry the following guaranteed analysis:

Crude protein, not less than 43.5%
 Fish meal protein, not less than 25%
 Crude fat, not less than 12%
 Crude fiber, not more than 4%
 Moisture, not more than 10.5% at sack-off or delivery

2. Fish meal (no less than 35%₁): stabilized, maximum fat 12%, maximum moisture, 10%, stored at the manufacturer's plant no longer than 6 months as indicated by the bill of lading. Pepsin digestibility not less than 92.5%. Different meals may not be combined for use in the feed.

Maximum allowable salt content shall not exceed 5%.

- A. Herring meal (minimum protein 67.5%)
- B. Anchovy fish carcass meal (minimum protein 65%)
- C. Menhaden Fish carcass meal (minimum protein 60%)

3. Wheat standard middlings (18.7%₁): minimum protein 15% maximum fiber 9.5 %.
4. Soybean meal (25%), solvent extracted and dehulled, minimum protein 47.5%. Cottonseed meal, prime quality, minimum protein 48%, solvent extracted and dehulled, not more than 0.04% free gossypol must be used to partially replace soybean meal for 10 to 15% of the total grower diet. No cottonseed meal to be used in broodstock diet.

5. Dried whey (5%) minimum protein 12%, maximum water 6%, maximum ash 10%, maximum salt 3%.
6. Brewers or torula dried yeast (2.5%) minimum protein 35%, maximum fiber 3%.
7. Ring dried blood meal (5%), minimum protein 80%.
8. Trace mineral premix (see Section 6 of specifications) -- 2#/ton
9. Sodium phosphate, monobasic, 21.8% P. -- 20#/ton
10. Vitamin premix (see Sections 5 and 7 specifications) -- 8#/ton.
11. Choline chloride 50% -- 3.5#/ton
12. Ascorbic acid -- 1.5#/ton
13. Fish Oil (7%₁) stabilized with BHA, BHT, or ethoxyquin less than 3% free fatty acids and not to be alkaline reprocessed, minimum amount added.
14. Lignin sulphonate pellet binder (2%) (e.g. Ameribond, Orzan, or equivalent).

Fish meal may be increased depending upon protein content but must provide not less than 25% fish protein. Quantity of added oil may be adjusted upward only so that finished feed shall contain not less than 12% crude fat. Wheat middlings to be adjusted to compensate for the above variations.

SECTION 3 FORMULATE SPECIFICATIONS FOR GROWER DIET, GR7-30

Option Diet for Pellet Size

1. Fish food shall be composed of the following items. Final product shall carry the following guaranteed analysis:
 - Crude protein, not less than 38.5%
 - Fish meal protein, not less than 17.5%
 - Crude fat, not less than 11%
 - Crude fiber, not more than 5%
 - Moisture, not more than 10.5% at sack-off delivery

2. Fish meal (not less than 25%): stabilized, maximum fat, 12% maximum moisture 10%, stored at the manufacturer's plant no longer than 6 months as indicated by the Bill of Lading. Pepsin digestibility not less than 92.5%. Different meals may not be combined for use in the feed.

Maximum allowable salt content shall not exceed 5%

- A. Herring meal (minimum protein 67.5%)
- B. Anchovy fish carcass meal (minimum protein 65%)
- C. Menhaden fish carcass meal (minimum protein 60%)

3. Wheat standard middlings (31.2%): minimum protein 15%, maximum fiber 9.5%.
4. Soybean meal (15%): Solvent extracted and dehulled, minimum protein 47.5% or cottonseed meal, prime quality, minimum protein 48%, solvent extracted and dehulled, not more than 0.04% free gossypol.
5. Ring dried blood meal (10%): minimum protein 80%.
6. Trace mineral premix No. 2 (see Section 6 or specifications) -- 2#/ton
7. Sodium phosphate, monobasic 21.8% P. -- 20#/ton
8. Vitamin premix (see Section 5 and 7 specifications) -- 8#/ton
9. Choline chloride, 50% -- 3.5#/ton
10. Ascorbic acid -- 1.5#/ton
11. Fish oil (10%₁), stabilized with BHA, Bht, or ethoxyquin, less than 3% free fatty acid and not to be alkaline reprocessed, minimum amount added.
12. Lignin sulphonate pellet binder (2%) (e.g. Ameribond, Orzan, or equivalent)

₁Fish meal may be increased depending upon protein content but must provide not less than 25% fish protein. Quantity of added oil may be adjusted upward only so that finished feed shall contain not less than 12% crude fat. Wheat middlings to be adjusted to compensate for the above variations.

**SECTION 4
SPECIFICATIONS FOR VITAMIN PREMIX**

Vitamins must meet or exceed the following:

<u>Vitamins</u>	<u>Guaranteed Potency/Pound of Premix (GMS unless otherwise listed)</u>
D Calcium Pantothenate	12.0
Pyridoxine (Pyridoxine HCL)	3.5
Riboflavin	6.0
Niacinamide	25.0
Folic Acid	1.0
Thiamine (thiamine mononitrate)	4.0
Biotin	40.0 mg
Vitamin B12	2.5 mg
Menandione sodium bisulfite complex	1.25
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

Choline chloride, ascorbic acid, and the vitamin premix are to be stored separately and never mixed one with another before being added to the feed mixture.

The certified vitamin premix is to be supplied by a recognized manufacturer and must show the date of preparation. The vitamin premix to be used is not to be held in storage longer than 4 months after date of preparation.

The vitamin premix is to be made with a wheat or soybean by-produce base. Rice hulls or oat feed are not acceptable.

**SECTION 5
SPECIFICATION FOR TRACE MINERAL PREMIX NO. 2**

<u>Mineral</u>	<u>Guaranteed Analysis of Element (g/lb.mineral mix)</u>
Zinc sulfate (ZNSO - 84 g/lb mineral mix)	34
Manganous sulfate (MnS04 - 25 g/lb of mineral mix)	9.1
Cupric sulfate (CuS04 - 1.75 g/lb of mineral mix)	0.7
Potassium odate (k103-0.38 g/lb of mineral mix)	0.23

An inert carrier can be used to make up the mixture to the pound.

The mineral mixture is to be added at 1.0 pound per ton SD9 and 2.0 pounds per ton for GR6 and GR7.

**SECTION 6
SPECIAL FEEDS**

1. Medicated feed composition shall be that specified in formulation with the addition of 2.5gms of terramycin or oxytetracycline added to each pound of feed.
2. Vitamin boosted feed shall be that specified in Section 3 (Grower Diet) with the addition of 50% vitamin packet as specified in Section 5 (vitamin premix No. 3) with a stability agent to insure quality and freshness during long periods of storage.
3. A combination feed shall be that specified in Section 3 (Grower's Diet) with the addition of 2.5gms of terramycin or oxytetracycline added to each pound of feed plus the addition of a 50 percent vitamin packet a specified in Section 5 (vitamin premix No. 3).
4. Medicated feed composition shall be that specified in Section 2 (GR6-30) and Romet specified in Section 7 #6.
5. Medicated feed composition shall be that specified in Section 3 (GR7-30) and Romet specified in Section 7 #6.

**SECTION 7
ADDITIONAL SPECIFICATIONS AND CONDITIONS**

1. 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 conversion of less than 1.7 for yearling trout under normal hatchery conditions.
2. Packed red blood cells, determined by microhaematocrit, must maintain a range between 45 and 55% of total blood volume. Serum protein levels must range between 4.5 and 5% as determined by protein refractometer.
3. The State reserves the right to request approximate diet analysis inclusive of calcium and phosphorus on any lot of feed being sent to West Virginia hatcheries.

Manufacturing Plant and Methods

4. Good Manufacturing Practices:

The contractor's mill, equipment and manufacturing procedures must comply with the FDA's Good Manufacturing Practices prepared by Robert A. Wilcox, Grain Science and Industry, Kansas State University, Manhattan, Kansas.

5. Vitamin Premix Preparation and Blending:

Premix shall be added at the rate of 8 pounds per ton. Premix can be contained in the diet to a quantity of 4 percent of the total mix. The blend shall be added to the batch mixer midway in the loading of the feed ingredients.

6. Romet medicated feed to meet the following specifications:

Protein, %	Min.	38
Fat, %	Min.	12
Fiber, %	Max.	4
Moisture, %	Max.	12
Ash, %	Max	9.0

Medication Formula: Palatability formula to contain 1.273 g/lb sulfadimethoxine (0.28%) and 0.254 g/lb ormetoprim (0.56%). Administered dosage at 1.5% body weight.

7. Grinding:

Ingredients shall be carefully and thoroughly mixed and pulverized. The mixture to pass 100% through a U.S. screen size 20 and 90% through a US screen size 30. All other mixtures to pass 100% through a U.S. screen size 16 and 90% through a US screen size 20.

8. Pelleting:

- (a) the feed mixture shall be processed into pellets, using live dry steam to produce the proper textured pellets. The pellets must be soft enough for the fish to take and retain, yet firm enough to hold together in packaging, transporting, storage and when placed in water.
- (b) If necessary a lignin binder, durabond or equal, may be used at a level not exceed 2% by substituting for an equivalent weight of middlings to aid in producing proper textured pellets.

Standard Pellet Sizes

3/32" diameter x 3/32" long

1/8" diameter x 1/8" long

5/32" diameter x 5/32" long

3/16" diameter x 3/16" long

1/4" diameter x 1/4" long

- (c) No more than 1% of the pelleted feed shall be unusable dust or fines.

9. Granules:

- (a) Granules shall be made by cracking pellets, then screening out the granules to the sizes indicated. Starter No. 1, and No. 2 granules to be cracked by 1/8" diameter pellets. No. 3 and No. 4 granules to be cracked from 3/16" diameter pellets.

Granule Size		Standard Granules Size	US Screen Size
Starter	To pass through	595 microns	30
	To pass over	429 microns	40
No. 1	To pass through	841 microns	20
	To pass over	595 microns	30
No. 2	To pass through	1.9 mm	16
	To pass over	841 microns	20
No. 3	To pass through	2.0 mm	10
	To pass over	1.19 mm	16
No. 4	To pass through	3.36 mm	6
	To pass over	2.0 mm	10

- (b) Starter, No. 1 and No. 2 granules shall be spray coated with not less than 6 percent oil as defined in Section 1. Prior to bagging, the feed must be re-screened through a coarse screen to remove lumps. The Starter, No. 1 and No. 2 granules which are not spray coated will not be accepted.
- (c) The granules shall be sized to contain 85% correct sized granules. Dust content (dust defined as particles passing through 595 micron screen) not to exceed 2% at the receiving hatchery.

10. Packaging:

The feed shall be packed in 50-pounds branded plastic bags with 6 inches side gussets. Bags with similar stacking and leak-proof qualities may be substituted

11. Delivery:

(a) The feed shall be furnished in 12,000 to 45,000 pound lots as requested by the Division of Natural Resources with deliveries to hatcheries located at Berkeley Springs, Petersburg, Franklin, Princeton, Elkins, Dorcas, and Marlinton, WV.

(b) Prompt delivery and performance are of the essence of this contract. Seventy-two hour advance notice of delivery date is required. Delivery will be required within 21 calendar days of the ordering date. The contractor must arrange this shipment schedule to avoid deliveries on Saturday, Sunday, or State holidays. Shipments shall be scheduled to arrive no later than 2 PM Monday through Friday. Feed trucks arriving after 2 PM will not be unloaded until the following work day.

(c) All delivery of fish food made under this contract shall be made only by authorized carriers or contractor-owned trucks holding permits or certification from appropriate regulatory bodies.

(d) All feed shall be loaded on suitable trucks at the feed mill and delivered direct on the same trucks unless otherwise specified in the bidding schedule.

(e) Only feed from the current quarterly production is to be delivered to the hatcheries. Feed stored from previous production will not be accepted.

12. Contamination:

The ingredients and finished feeds shall be wholesome, clean materials free from filth, noxious chemicals and foreign materials

Account Numbers: 8707--0310-096-045
Ext Org: 6351

Pricing Sheet DNR209066: Trout Food				
Item Number	Description	Unit Cost Per Pound	Estimated Quantity	Extended Cost
1	Starter (No. 0) Section 1		2,000	,70
2	Fine Fry (No. 1) Section 1		5,000	,70
3	Course Fry (No. 2) Section 2		10,000	,506
4	Small Fingerlings (No. 3) Section 2		15,000	,506
5	Medium Fingerling (No. 4) Section 3		26,000	,4524
6	Large Fingerling (3/32", 1/8") GR6-30 Section 2		150,000	,506
7	Yearling Trout (5/32" 3/16") GR7-30 Section 3		300,000	,4564
8	Yearling Trout (Double Vitamin) Section 6 #3		400,000	,5540
9	Broodstock (1/4") GR7-30 Section 3		10,000	,4564
10	Broodstock Double Vitamin (1/4") Section 6 #3		2,000	,5540
11	Small Fingerling (No. 3) Section 6 #1		5,000	,6120
12	Medium Fingerling (No. 4) Section 6 #1		5,000	,5504
13	Large Fingerling Medicated TM GR6-30 Section 6 #4		40,000	,7544
14	Yearling Medicated TM GR7-30 Section 6 #1		40,000	,5504
15	Yearling Medicated (3/32") Romet GR6-30 Section 6 #4		40,000	,7544
16	Yearling Medicated (5/32") Romet GR7-30 Section 6 #5		40,000	,7014
17	Large Fingerling (3/32", 1/8") GR6-30 Double Vitamin Slow Sinking		20,000	,5094
18	Yearling Trout (5/32", 3/16") GR7-30 Double Vitamin Slow Sinking		290,000	,4788
Total:			736690	.40

** The quantities listed above are estimates to be used for bidding purposes only. Actual quantities may vary and will be released to the successful vendor at the time of order releases.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Melick Aquafeeds, LLC

Authorized Signature: [Signature] Date: 11/25/08