

ATTACHMENT A
Special Terms and Conditions
Moore Clark USA
dba Bio-Oregon
Starter Fish Food-Master Agreement

SCOPE - MASTER AGREEMENT (Contract)

The purpose of this document is to set forth the Special Terms and Conditions that will apply to this contract for furnishing Starter **Fish Food** and necessary services for the **Department of Game and Inland Fisheries** if and when ordered during the contract period, **24 months from date the of award.**

CANCELLATION OF CONTRACT

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

RENEWAL OF CONTRACT

This contract may be renewed by the Commonwealth upon written agreement of both parties for Three (3) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

PRICE ESCALATION/DE-ESCALATION:

Price adjustments may be permitted for changes in the contractor's cost of materials and transportation costs. The Producer Price Index-Commodities Series ID: WPU02940325 and other applicable indices will be used as a guideline to determine the reasonableness of increase requests. Other pertinent cost data, including that submitted by the Contractor and that available in the public domain may be considered as well. No price increases will be authorized after the effective date of the contract for **6 months**. Price escalation may be permitted only at the end of this period and each **180 days** thereafter and only where justified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

DELIVERY

Delivery to the designated Va. Ship-to address as listed in each order shall take place within 14 calendar days of receipt of the order.

EXTRA CHARGES NOT ALLOWED: Unless otherwise stipulated herein (see *Minimum Orders* below for more detail) the bid price shall be for the fish food delivered to the respective delivery sites for the Commonwealth's use, and shall include all applicable freight and any other charges; extra charges will not be allowed.

WARRANTY:

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

MINIMUM ORDERS

Minimum Orders will be one full pallet of feed (50 bags- may be a mix of products) for F.O.B. delivery (freight cost included in price) to ordering agency within the Commonwealth of Virginia. For orders less than a full pallet the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.

QUANTITIES

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

PURCHASE VOLUME REPORT

The Contractor shall furnish Division of Purchases and Supply on an annual basis reports of the total dollar volume of purchases, by item, made under this contract.

END OF ATTACHMENT A