



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: OHIO GRAPE INDUSTRIES EXTENSION AND RESEARCH PROGRAM

CONTRACT NUMBER: CSP900113

EFFECTIVE DATES: 07/01/12 TO 07/31/14

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP900113 that opened on March 2, 2012. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Agriculture as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Therese Gallego, CPPB
therese.gallego@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

www.ohio.gov/procure

Mutually Agreed Upon Exceptions to Standard Terms and Conditions.

1. [Page 30, Paragraph 16] Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA): As a state institution of higher education as defined in section 3345.011 of the Revised Code, the Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA) provisions in Attachment Two: Requirements of Proposal do not apply to Contractor and is hereby deleted.
2. [Page 30, Paragraph 18] Banning the Expenditure of Public Funds on Offshore Services. The provisions under Banning the Expenditure of Public Funds on Offshore Services shall be deleted as redundant because similar provisions are contained on Page 35 and shall remain.
3. [Page 35] Subcontracting. The second paragraph under Subcontracting on [Page 32] shall be amended to read as follows: The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless against any such claims.
4. [Page 36, Paragraph 2] Insurance: Numbered paragraph 2 shall be deleted and replaced with the following:

Contractor shall maintain policies of general liability insurance and property and casualty insurance during the performance of the Agreement. Insurance information shall be found at: <http://www.marsh.com/moi?client=1945>.
5. [Page 36] State Personnel. This paragraph shall be amended to read as follows: During the term of this Contract and for one (1) year after completion of the Project, the Contractor's Food, Agricultural and Environmental Sciences Department will not hire or otherwise contract for the services of any state employee involved with the Project.
6. [Pages 37 and 38] Suspension and Termination. Paragraph 5 of this section shall be amended to read as follows: If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree.
7. [Page 38] Suspension and Termination. Paragraph 11 of this section shall be amended to read as follows: Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.
8. [Pages 38 and 39] Contract Remedies. The provisions under Contract Remedies shall be deleted.
9. [Page 41] Confidentiality. Paragraph 3 shall be amended to read:

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets.
10. [Pages 41 to 43] Handling of the State's Data. The following sentence shall be added after the last paragraph of this section on page 43: Contractor will exercise at least the same degree of care as it normally takes to safeguard its own data.
11. [Page 43] Ownership of Deliverables. The first sentence of Paragraph 1 shall read as follows: With the exception of any discoveries, inventions or patents for which Contractor retains all rights and interests pursuant to Section 3345.14 of the Revised Code, all deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State.
12. [Page 43] License in Commercial Material: The fourth paragraph under this section shall be deleted and replaced with the following: Contractor retains all rights and interest in any discoveries, inventions or patents under Section 3345.14 of the Ohio Revised Code.
13. [Page 43] License in Commercial Material. The fifth paragraph shall read:

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential to the extent permitted by the Public Records Act, Revised Code Section 149.43.

14. [Page 45] General Warranties. Paragraph 1 shall be amended to read:

The Contractor represents that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will knowingly infringe on the intellectual property rights of any third party.

15. [Pages 45 and 46] General Warranties; Software Warranty; Equipment Warranty; General Exclusion of Warranties. The word "warranties" found in any paragraph of these sections shall be changed to "represents" and the word "warranties" shall be changed to "representations."
16. [Page 46] Indemnity. As a state institution of higher education as defined in section 3345.011 of the Revised Code, the Indemnity provisions in Attachment Three, General Terms and Conditions, Part Four: Representations, Warranties, and Liabilities do not apply to Contractor and are hereby deleted.
17. [Page 46] Limitations of Liability. The second numbered paragraph shall be deleted.

Clarifications to Proposal Accepted by DAS and AGR

1. OSU lists two (2) undergraduate students and one (1) graduate student as part of the proposed work team, equating to 1.5 FTE. The two (2) undergraduate students are part-time staff that is hired for the proposed projects during the growing season. One will be working on the Wooster projects and one on the Kingsville projects. These on-going projects in Wooster and Kingsville have used similar level of support (2 part-time laborers) in previous years. The graduate student is for the ABA project, and will be hired only if project is funded. The part-time labor will be hired at the start of the grant each year. They could be the same returning students or different students in year 2. The graduate student will start in August 2012 and extend through August 30, 2014.
2. Dave Scurlock and Todd Steiner shall be Co-PM's on the extension part of this RFP. With this structure in place, Dave Scurlock will be able to manage the Viticulture Extension component while Todd Steiner will continue to manage the Enology Extension component. Under "Viticulture Extension" Dr. Mike Ellis will be in charge of extension activities related to Plant Pathology, Dr. Roger Williams will be in charge of extension material from Entomology and Dr. Imed Dami will help collaborate with Dave Scurlock on disseminating critical information in Viticulture to the industry. Dr. Gary Gao will still be in charge of the extension and outreach activities from OSU South Centers located in Piketon, Ohio. He will also lead the winegrape cultivar demonstration vineyard at OSU South Centers.
3. Dr. Clay Sneller or the acting Chair or Associate Chair of the Department of Horticulture and Crop Science shall serve as the overall Principal Investigator of this RFP covering all components in both Research and Extension.
4. There shall be 100 site visits to vineyards per year, not 200 site visits as noted on page 165 of the submitted proposal.
5. Regarding Entomology research, the Brown Marmorated Stink Bug (BMSB) is included in the proposal and will be made a priority. Contractor is keeping in contact with colleges in neighboring states and sharing information concerning this pest. It's presence in Ohio vineyards is being monitored and we will be evaluating control measures when numbers within the vineyard environment become adequate for replicated studies.
6. Regarding the Support Requirements on page 207 of the proposal: For item 1, this is acceptable with the following provisions:
 - a. If the conference is held, and
 - b. If supplemental funding is approved by the OGIC.
7. Regarding the Cost Summary, page 64: Item 4.b. (Large screen of the best germ plasm for sensitivity to 2, 4-D and dicamba. Test 20 most promising and currently used varieties in Ohio) is not needed. OGIC Review Panel requests more producer outreach and education on this subject. OGIC Review Panel wishes to see coordination with extension services for other crops to make other growers aware of the impact their choices can make on the grape growers. Per the Contractor, the Weed Science program will directly provide communication and extension work based on results of this project as well as all previous work done to better understand herbicide damage in vineyards. Through collaboration with extension specialists, workshops will be held to educate growers on this subject. In the past row crop farmers have also attended these extension activities to learn about this issue, and would be welcome in the future to attend as well in order to better communicate key issues to all parties. The Contractor will be able to answer any direct questions we receive through email or phone based on the results of this work.

COST SUMMARY

Ohio Grape Industries Extension and Research Program
 CSP900113

UNSPSC CATEGORY CODE: 93141905, 70141705

OAKS ITEM NUMBER: 11942

Description	Year 1 Cost	Year 2 Cost
1. Extension Services		
Extension Services	\$ 172,716.00	\$ 172,040.00
Category Total	\$ 172,716.00	\$ 172,040.00
2. Viticulture Research		
1. Viticulture	Year 1 Cost	Year 2 Cost
a. Evaluation of Crown Gall-Free grapevines	\$ 9,012.00	\$ 9,135.00
b. Evaluation of training systems for Cabernet Franc	\$ 10,014.00	\$ 0.00
c. Winegrape variety evaluation – Ne 1020 Project	\$ 10,000.00	\$ 10,000.00
d. Winegrape variety selection evaluation with improved cold hardiness	\$ 7,010.00	\$ 7,134.00
e. Clonal evaluation of Cabernet Franc.	\$ 9,012.00	\$ 0.00
f. Rootstock Evaluation for Traminette and Chardonef	\$ 0.00	\$ 0.00
g. Winter protection of grapes using ABA	\$ 15,000.00	\$ 12,140.00
Viticulture Total	\$ 60,048.00	\$ 38,409.00
2. Plant Pathology	Year 1 Cost	Year 2 Cost
a. Evaluation of currently available and experimental fungicides	\$ 3,023.80	\$ 3,106.60
b. Collect infected grape canes and document pycnidia formation and sporulation	\$ 3,023.80	\$ 3,106.60
c. Determine the conditions required for sporulation of P.viticola on infected grape canes and develop a predictive model.	\$ 3,023.80	\$ 3,106.60

Plant Pathology (continued)	Year 1 Cost	Year 2 Cost
d. Determine the effects of dormant applications of a potential substitute for Liquid Lime Sulfur (Sulfurix) on the development of Phomopsis cane and leaf spot and other grape diseases in Ohio, and the effects of dormant applications of phosphorous acid on control of grape diseases.	\$ 3,023.80	\$ 3,106.60
e. Determine the efficacy of a new biological control agent and soil amendments of compost for control of grape crown gall.	\$ 3,023.80	\$ 3,106.60
Plant Pathology Total	\$ 15,119.00	\$ 15,553.00
3. Entomology Section to be awarded after 08/01/12.	Year 1 Cost	Year 2 Cost
a. Develop more effective scouting protocols and pest management strategies to control invasives pests in Ohio vineyards, including but not limited to Multi-Colored Lady Asian Beetle, Marmorated Stink Bug, 2 Spotted Drisophila and European Berry Moth.	\$	\$
b. Evaluate Movento for control of grape scale.	\$	\$
c. Evaluate Movento and leverage for annual and long term control of grape phylloxera.	\$	\$
Entomology Total	\$	\$
4. Weed Science	Year 1 Cost	Year 2 Cost
a. Continue development of new and improved herbicides, alternative weed control techniques and weed management systems that will provide more efficient, cost effective and environmentally sound weed control in Ohio vineyards.	\$ 5,000.00	\$ 5,000.00
b. Large screen of the best germ plasm for sensitivity to 2,4-D and dicamba. Test 20 most promising and currently used varieties in Ohio.	\$ 0.00	\$ 0.00
Weed Science Total	\$ 5,000.00	\$ 5,000.00
Category Total	\$ 80,167.00	\$ 58,962.00

3. Enology Research		
1. Enology research focused on producing premium quality wine in Ohio:	Year 1 Cost	Year 2 Cost
a. Identify vinification practices in determining optimum procedures of enhancing varietal character.	\$ 13,037.00	\$ 13,231.00
b. Investigation of new yeast and bacteria strains in producing higher quality and more complex wines.	\$ 6,520.00	\$ 6,617.00
c. Emphasis on aromatic volatile research by optimizing the GC/MS.	\$ *	\$ *
d. Investigation of new techniques of controlling both chemical and microbial wine stability.	\$ 8,691.00	\$ 8,820.00
Enology Research for Premium Quality Wine	\$ 28,248.00	\$ 28,668.00
2. Collaborative Enology research focused on enhancing both grape and wine quality for Ohio:	Year 1 Cost	Year 2 Cost
a. Evaluate cultural practices in the vineyard that optimize vine performance and fruit quality for wine quality enhancement.	\$ *	\$ *
b. Evaluate clones and rootstocks of existing and newly introduced varieties for enhancing wine quality (e.g. Cabernet franc, Riesling, Gamay noir, etc.)	\$ *	\$ *
c. Evaluate newly released varieties and advanced selections for grape and wine quality in Ohio.	\$ 6,519.00	\$ 6,618.00
d. Develop standards of fruit maturity for varietals in Ohio in the production of premium wine.	\$ 4,345.00	\$ 4,410.00
e. Work with other disciplines involving Entomology, Plant Pathology and Weed Ecology on possible studies effecting wine quality	\$ **	\$ **
Enology Research to Enhance Grape and Wine Quality	\$ 10,864.00	\$ 11,028.00
Category Total	\$ 39,112.00	\$ 39,696.00
Grand Total	\$ 291,955.00	\$ 270,698.00

*Items 1c, 2a and 2b will receive data from the Viticulture Research Program.

**Item 2e will be addressed as a collaboration within the Contractor's group should any significant pest issues of concern affecting wine quality are identified.

All costs must be in U.S. Dollars.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: CSP900113-1



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TERMS: Net 30

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