

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: SEEDS - FARM OPERATIONS

CONTRACT No.: OT902913

EFFECTIVE DATES: 03/01/2013 to 12/31/2014

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902913 that opened on 11/29/12. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements 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 Ohio Department of Rehabilitation and Corrections, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

Geraldine Berry, CPPB
geraldine.berry@das.state.oh.us

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

<http://www.ohio.gov/procure>

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

CONTRACT AWARD: The contract will be awarded to all responsive and responsible bidders by farm location.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders".

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract price(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

SPECIAL CONTRACT TERMS AND CONDITIONS

TECHNICAL ASSISTANCE: The contractors shall provide, at no additional cost to the state, sufficient technical assistance, twelve (12) month itemized ground programs (where applicable) to all state agencies, in order to insure proper and efficient application when using specialty grounds care products. This service is to be provided to the using agency within seven (7) to ten (10) days after the request has been made by the agency.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Department of Administrative Services, General Services Division, Office of Procurement, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Geraldine Berry.

EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Contractor affirms to have read and understands [Executive Order 2011-12K](#) and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section V. General Provisions., Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

EDGE Certification: The Office of Procurement Services has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Contractor.

SPECIFICATIONS

I. SCOPE:

The Ohio Department of Rehabilitation and Correction (DRC) Farm Operations (which support the DRC Food Service Operation which includes the dairy and the livestock enterprises) include over 11,000 acres at eleven farm locations. Farm Operations are responsible for the production of corn, soybean, grasses including alfalfas, clover, oats, wheat, orchard grass, timothy, sorghums and other crops.

It is the State’s intent to provide the DRC with a seed and grass contract that will allow the individual farms the option of purchasing their seed and grass requirement through the seed companies with volume percentage discounts off the retail prices, and potentially utilize local dealers. The State will provide a usage history along with the acreage in production at the eleven farms to allow the bidders the opportunity to determine the potential volume of business.

The contract will be awarded for the use by the DRC Farm Operation to include, but not be limited to, the following correctional and state managed institutions farm operations: Allen, Grafton, Lebanon, London, Mansfield, Marion, Pickaway, Ross, Southeast Correctional, Southern Ohio Correctional and the Malabar Farms.

II. CLASSIFICATION:

The items listed below are the seed and grasses requirements used by the DRC’s State Farm Operations:

Category 1 Corn	
	Corn – Non-GMO
	Corn – GMO double
	Corn – GMO triple
	Corn – GMO quad
	Corn – GMO others
Category 2 Soybeans	
	Soybeans – Non-GMO
	Soybeans – GMO
	Stacked (e.g. Roundup Ready or equivalent)
	Stacked (e.g. Liberty Link or equivalent)
	Stacked (others)
Category 3 Grasses	
	Alfalfas
	Clover
	Oats
	Wheat (* tall varieties)
	Rye
	Orchard Grass
	Timothy
	Sorghum
	Others

*Note: The State will order wheat choosing from four (4) tall varieties. Bidder shall list at least four (4) tall varieties available, with their bid.

III. SPECIAL REQUIREMENTS:

The State recognizes that the retail market pricing fluctuates and it would not be prudent for the Bidder to provide a long term fixed price for each item. However, the State believes it would be beneficial to both the Bidder and the State to enter into an agreement where the State’s purchases could result in volume, early order and early pay discounts as allowed in the open market. The State is requesting that the Bidders review the Farm Operations usage history and respond by showing the percentage of discount available as appropriate.

All products (seeds) provided must be in compliance with the Ohio Revised Code (ORC) 907.

COST SUMMARY

CONTRACTOR: CROP PRODUCTION SERVICES

FARMS: ALLEN, GRAFTON, LEBANON, LONDON, MALABAR FARMS, MANSFIELD, MARION, PICKAWAY, ROSS, SOUTHEAST AND SOUTHERN OHIO CORRECTIONAL

BIDDERS TIER DISCOUNT LEVELS					
TIER LEVELS	AMOUNT				
Tier 1	\$	0	thru	\$	2,000
Tier 2	\$	2,001	thru	\$	5,000
Tier 3	\$	5,001	thru	\$	10,000
Tier 4	\$	10,001	thru	\$	15,000
Tier 5	\$	15,001	thru	\$	75,000

	VOLUME DISCOUNTS*				
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Category 1-Corn	%	%	%	%	%
Corn - non-GMO	12	14	16	18	20
Corn – GMO double	12	14	16	18	20
Corn – GMO triple	12	14	16	18	20
Corn – GMO quad	12	14	16	18	20
Corn – GMO others	12	14	16	18	20
Category 2-Soybeans	%	%	%	%	%
Soybeans – non-GMO	12	14	16	18	20
Soybeans –GMO	12	14	16	18	20
stacked (e.g. roundup ready or equivalent)	12	14	16	18	20
stacked (e.g. roundup ready or equivalent)	12	14	16	18	20
stacked others	12	14	16	18	20
Category 3-Grasses	%	%	%	%	%
Alfalfas	12	14	16	18	20
clover	0	1	2	3	4
oats	0	1	2	3	4
wheat (* four tall varieties)	12	14	16	18	20
rye	0	1	2	3	4
orchard grass	0	1	2	3	4
timothy	0	1	2	3	4
sorghum	0	1	2	3	4
others	0	1	2	3	4

ADDITIONAL DISCOUNTS – NONE

* Discount off of current price list

COST SUMMARY

CONTRACTOR: RUFF SEED FARM

FARMS: LEBANON, LONDON, PICKAWAY, ROSS, SOUTHEAST AND SOUTHERN OHIO CORRECTIONAL

BIDDERS TIER DISCOUNT LEVELS						
TIER LEVELS	AMOUNT					
Tier 1	\$	0	thru	\$	5,000	
Tier 2	\$	5,001	thru	\$	18,000	
Tier 3	\$	18,001	thru	\$	38,000	
Tier 4	\$	38,001	thru	\$	60,000	
Tier 5	\$	60,001	thru	\$	100,000	

	VOLUME DISCOUNTS*				
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Category 1-Corn	%	%	%	%	%
Corn - non-GMO	2	4	6	7	8
Corn – GMO double	2	4	6	7	8
Corn – GMO triple	2	4	6	7	8
Corn – GMO quad	2	4	6	7	8
Corn – GMO others	2	4	6	7	8
Category 2-Soybeans	%	%	%	%	%
Soybeans – non-GMO	1.5	2	2.5	3	3.5
Soybeans –GMO	1.5	2	2.5	3	3.5
stacked (e.g. roundup ready or equivalent)	1.5	2	2.5	3	3.5
stacked (e.g. roundup ready or equivalent)	1.5	2	2.5	3	3.5
stacked others	1.5	2	2.5	3	3.5
Category 3-Grasses	%	%	%	%	%
Alfalfas	8	9	10	10	10
clover	8	9	10	10	10
oats	4	4	5	5	5
wheat (* four tall varieties)	4	4	5	5	5
rye	4	4	5	5	5
orchard grass	8	9	10	10	10
timothy	8	9	10	10	10
sorghum	8	9	10	10	10
others	8	9	10	10	10

ADDITIONAL DISCOUNTS

Bulk Discounts - (Soybeans and Wheat Only) \$.50 per unit discount if product is delivered in bulk.

Mini-bulk Discounts – (Soybeans and Wheat Only) \$.25 per unit if product is delivered in mini-bulk.

* Discount off of current price list

COST SUMMARY

CONTRACTOR: TRUPOINT COOPERATIVE INC.

FARMS: ALLEN, GRAFTON, LEBANON, LONDON, MALABAR FARMS, MANSFIELD, MARION, PICKAWAY, ROSS, SOUTHEAST AND SOUTHERN OHIO CORRECTIONAL

BIDDERS TIER DISCOUNT LEVELS						
TIER LEVELS	AMOUNT					
Tier 1	\$	0	thru	\$	5,000	
Tier 2	\$	5,001	thru	\$	20,000	
Tier 3	\$	20,001	thru	\$	40,000	
Tier 4	\$	40,001	thru	\$	75,000	
Tier 5	\$	75,001	thru	\$	150,000	

	VOLUME DISCOUNTS*				
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Category 1-Corn	%	%	%	%	%
Corn - non-GMO					
Corn – GMO double					
Corn – GMO triple					
Corn – GMO quad					
Corn – GMO others	6	7	8	10	12
Category 2-Soybeans	%	%	%	%	%
Soybeans – non-GMO					
Soybeans –GMO	4	7	8	9	10
stacked (e.g. roundup ready or equivalent)					
stacked (e.g. roundup ready or equivalent)					
stacked others					
Category 3-Grasses	%	%	%	%	%
Alfalfas	6	7	8	10	12
clover					
oats					
wheat (* four tall varieties)	1	2	3	4	5
rye					
orchard grass					
timothy					
sorghum					
others	1	3	5	6	7

ADDITIONAL DISCOUNTS:

PREPAYMENT DISCOUNTS

6% DISCOUNT ON PRODUCTS PREPAID BY JANUARY 31ST.

4% DISCOUNT ON PRODUCTS PREPAID BY FEBRUARY 28TH.

* Discount off of current price list

COST SUMMARY

CONTRACTOR: THE SEED ARSENAL

FARMS: ALLEN, GRAFTON, LEBANON, LONDON, MALABAR FARMS, MANSFIELD, MARION, PICKAWAY. ROSS, SOUTHEAST AND SOUTHERN OHIO CORRECTIONAL

BIDDERS TIER DISCOUNT LEVELS					
TIER LEVELS		AMOUNT			
Tier 1	>	500	lbs		
Tier 2	>	1,000	lbs		
Tier 3		NA			
Tier 4		NA			
Tier 5		NA			

	VOLUME DISCOUNTS*				
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Category 1-Corn	%	%	%	%	%
Corn - non-GMO					
Corn – GMO double					
Corn – GMO triple					
Corn – GMO quad					
Corn – GMO others					
Category 2-Soybeans	%	%	%	%	%
Soybeans – non-GMO					
Soybeans –GMO					
stacked (e.g. roundup ready or equivalent)					
stacked (e.g. roundup ready or equivalent)					
stacked others					
Category 3-Grasses	%	%	%	%	%
Alfalfas	5	10			
clover	5	10			
oats					
wheat (* four tall varieties)					
rye	5	10			
orchard grass	5	10			
timothy	5	10			
sorghum					
others	5	10			

ADDITIONAL DISCOUNTS

Cover Crops and Cover Crop Mixtures Discounts > 2,000 lbs Tier 1 5%
 Cover Crops and Cover Crop Mixtures Discounts > 4,000 lbs Tier 2 10%
 LTL and UPS shipments will have an additional cost of \$20.00 per bag. Orders under 500 lbs will be shipped via LTL or UPS.

* Discount off of current price list

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902913-1(12/31/14)

OAKS ID# 2110
Crop Production Service (Mycogen)
161 Railroad Road
Midland, OH 45148

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mike Hacker

Telephone No.: (937) 783-4111
FAX No.: (937) 783-4463
E-mail: Michael.hacker@cpsagu.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

E-mail: Michael.hacker@cpsagu.com

OAKS ITEM ID: #24336 - Corn
#24337 - Soybeans
#24338 - Crop Grasses

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902913-2 (12/31/14)

OAKS ID# 69597
Ruff's Seed Farm
3870 Ruff Rd. SW
Amanda, OH 43102

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Lynette Mattox

Telephone No.: (740) 969-2600
FAX No.: (740) 969-4340
E-mail: ruffseed@greenapple.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

E-mail: ruffseed@greenapple.com

OAKS ITEM ID: #24336 - Corn
#24337 - Soybeans
#24338 - Crop Grasses

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902913-3 (12/31/14)

Encouraging Diversity, Growth and Equity (EDGE)

OAKS ID# 208440
The Seed Arsenal
7790 Marysville Road
P O Box 87
Ostrander, OH 43061

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Melisa Weigand

Telephone No.: (937) 243-3984
FAX No.: (740) 666-1539
E-mail: weigand32@yahoo.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS: FAX: (740)666-1539

OAKS ITEM ID: #24336 - Corn
#24337 - Soybeans
#24338 - Crop Grasses

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902913-4 (12/31/14)

OAKS ID# 185881
Trupointe Cooperative Inc.
10844 Huntington Rd
South Charleston, OH 45368

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Keith Vollrath

Telephone No.: (937) 462-7411
FAX No.: (937) 575-7999
E-mail: kvollrath@trupointe.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS: E-mail: kvollrath@trupointe.com

OAKS ITEM ID: #24336 - Corn
#24337 - Soybeans
#24338 - Crop Grasses
