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: SEVEN (7) WEEK OLD PHEASANT CHICKS

CONTRACT No.: OT00908301 EFFECTIVE DATES: 10/01/11 to 09/30/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT00908301 that opened on 06/03/11. 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 NATURAL RESOURCES, DIVISION OF WILDLIFE, 2045 MORSE ROAD, BUILDING G, COLUMBUS, OHIO 43229, 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:

Walter Schneider, CPPB
walter.schneider@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

TABLE OF CONTENTS

CLAUSES	PAGE NO.
Amendments to Contract Terms and Conditions	3
Contract Award	3
Delivery and Acceptance	3
Evaluation	3
Fixed Price with Economic Adjustment	3
Minimum Orders	3
Multiple Award Contract	3
Transportation Charges	3
Usage Reports	4
Specifications	4 - 5
Price Schedule	6
Contractor Index	7

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.

DELIVERY AND ACCEPTANCE**:** Supplies will be delivered to the participating agency within ninety (90) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid, unless noted in a Minimum Order clause below. Shipment shall be made to: Urbana Wildlife Propagation Unit, 1189 Short Game Farm Road, Urbana, Ohio 43072.

MINIMUM ORDER: The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid at any one time to one destination, shall not be less than two hundred ($200.00) dollars.

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.

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

CONTRACT AWARD: A Contract will be awarded to all responsive and responsible bidders.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(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 (Cont'd)

USAGE REPORTS: Every six (6) months the contractors must submit a report (written or on disk or electronically in Excel format) 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 Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, OT00908310, MAC049 Contract Administrator

Bid Automobile Liability Checklist:

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

X 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 (roman numeral) V. General Provisions:, Paragraph Q.):
List names of subcontractors who will be performing work under the Contract.

NONE _____ _____

_____ _____

_____ _____

By the submission 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.

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.

SPECIFICATIONS

I. SCOPE:

A. These specifications are for seven (7) week old rooster pheasant chicks for the state of Ohio Department of Natural Resources ("ODNR") Division of Wildlife ("DOW"). The ODNR DOW will then grow these rooster pheasant chicks and distribute them to selected wildlife areas within the state of Ohio.

SPECIFICATIONS (Cont'd)

II. REQUIREMENTS:

A. The ODNR DOW anticipates purchasing approximately 18,000 seven (7) week old male rooster pheasant chicks annually. Orders will occur during the months of April, May and June.

B. The actual delivery schedule for acceptable rooster pheasant chicks will be agreed upon between the contractor(s) and The ODNR DOW Urbana Wildlife Propagation Unit. Deliveries will normally occur between June 1 and September 15 of the calendar year. A scheduled delivery may be postponed up to three (3) days due to inclement weather at the discretion of The ODNR DOW Urbana Wildlife Propagation Unit at no additional cost to the Division.

C. The awarded contractor(s) must be able to deliver seven (7) week old pheasant chicks in lots of 1,500 within the same calendar week.

D. Contractor(s) must finalize the delivery arrangements with the ODNR DOW Urbana Wildlife Propagation Unit at least one (1) week prior to delivery.

III. DETAILED SPECIFICATIONS:

A. Seven (7) Week Old Pheasant Chicks

1. Pheasant chicks shall be of the species (*Phasianus colchicus*) and shall be live, seven (7) week old males only. Pheasant chicks must possess normal ring-necked pheasant plumage.

2. Pheasant chicks must be normal and in good health in all appearances. All chicks must have received treatment for gape worm and marbled spleen and be treated with electrolytes (Vi-tal for example) prior to delivery.

3. Pheasant chicks may be de-beaked; however, at the time of delivery each must have an upper mandible not more than 1/8" shorter than the de-beaked lower mandible.

4. All chicks must be weather hardened in outdoor pens for a period of not less than ten (10) days prior to delivery. Weather hardening means that the chicks must have been exposed to at least two (2) rain events or artificial mistings. An ODNR DOW representative will inspect the chicks approximately one (1) week prior to delivery to confirm weather hardening.

5. Pheasant chicks which appear to be unhealthy, severely de-beaked, poorly feathered, abnormally colored, or of otherwise poor quality will not be accepted for delivery. Such determination will be at the sole discretion of the ODNR DOW Urbana Wildlife Propagation Unit.

6. Pheasant chicks may not be transported more than 200 miles on each delivery. Time in crates shall not exceed eight (8) hours. For a period of one (1) week following delivery, the contractor(s) shall be responsible for all mortality greater than 5%, if such mortality is the result of stress and/or disease caused by improper preparation, crating, handling or transportation.

7. Birds imported into Ohio from other states must comply with Ohio Department of Agriculture regulation; Ohio Administrative Code Chapter 901:1-17-12 (f) regulating Pullorum and fowl typhoid testing. Serological tests must be completed at least 3 weeks prior to delivery to the ODNR Division of Wildlife.

8. In the event that more than 2% of chicks delivered by an individual contractor are determined to be females, at the discretion of the ODNR DOW Urbana Wildlife Propagation Unit, female chicks over 2% of those delivered by the contractor shall be replaced with males of comparable age at no cost to the ODNR DOW. Any replacement of female chicks as indicated above will be at the discretion of and coordinated by the ODNR DOW Urbana Wildlife Propagation Unit.

PRICING SCHEDULE

	DESCRIPTION	CONTRACTOR	DELIVERY IN LOTS	UNIT PRICE EACH
19073	Seven (7) Week Old Pheasant Chicks	Elk Ridge Game Farm, Inc.	1,500	$ 5.85 ea.
19073	Seven (7) Week Old Pheasant Chicks	Windy Ridge Pheasant Farm, Inc.	1,500	$ 5.85 ea.

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:

0000057263

Elk Ridge Game Farm, Inc.

4141 Locustgrove Rd.
Bucyrus, OH 44820

BID CONTRACT NO.: OT00908301-1 (09/30/14)

DELIVERY: Shipped within 90 Days A.R.O.
(See Specifications – II. Requirements)

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Dennis Courtad

Telephone: (419) 562-0195
FAX: (419) 562-3979

E-mail: dennis@elkridgegamefarm.com

CONTRACTOR AND TERMS:

0000059005

Windy Ridge Pheasant Farm, Inc.

6000 Stough Rd.
Tiro, OH 44887

BID CONTRACT NO.: OT00908301-2 (09/30/14)

DELIVERY: Shipped within 90 Days A.R.O.
(See Specifications – II. Requirements)

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Russell Breyley

Telephone: (419) 562-4814
FAX: (419) 562-4814

E-mail: windyridge@gopheasants.com