

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: FISH FEED: TROUT, SALMON, STEELHEAD, BROODSTOCK AND MEDICATED ADDITIVES

CONTRACT No.: OT906411

EFFECTIVE DATES: 05/23/11 to 03/31/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906411 that opened on 03/09/11. 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, 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

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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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fourteen (14) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. Exceptions may be made with prior approval of the Hatchery Superintendent. 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.

AUTHORIZED DISTRIBUTOR OR MANUFACTURERS REPRESENTATIVE: Bidders responding to this Bid must be authorized distributors, manufacturers or representatives of manufacturers of the items bid. Bidders may be required to submit proof of the above. If requested, bidders will have seven (7) calendar days to provide proof of the relationship. If requested Bidders shall submit certification attesting that they are the manufacturer or an authorized dealer, mill representative or broker of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". The quoted price per pound of each item will be multiplied by the estimated annual usage in pounds of that item for an annual estimated cost for each item. The annual estimated cost for all items will be summed to determine the lowest bidder.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

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".

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk or via email in Excel format) indicating sales generated by this contract. The report shall list usage by hatchery, by line item, showing the quantities in pounds and dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider or emailed to walter.schneider@das.state.oh.us

SPECIAL CONTRACT TERMS AND CONDITIONS

MINIMUM ORDER: The minimum order for items placed in accordance with this contract for delivery, F.O.B. destination transportation charges prepaid, at any one time to one destination for single or combined items, shall not be less than twenty thousand (20,000) pounds. The agency will endeavor to place orders by purchase order in twenty thousand (20,000) pound or larger deliveries to one hatchery location, or in thirty thousand (30,000) pound or larger which may include up to three hatchery drops. The terms for these type multiple drop deliveries will be F.O.B. delivered, transportation charges prepaid.

The minimum order for any item in this ITB/Contract will be one hundred (100) pounds. Billing for orders subject to this contract which are one hundred (100) pounds or greater but less than twenty thousand (20,000) pounds shall be governed by S-10 of the Contract Supplemental Terms and Conditions. All transportation charges added to the invoice must be supported by a copy of the carrier's invoice for same.

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.cfsan.fda.gov/~furls/ovffreg.html>. When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

INVOICES: Billing address for Ohio Department of Natural Resources is:

Ohio Department of Natural Resources
Division of Wildlife
2045 Morse Rd. Bldg. G-2
Columbus, OH 43229

OHIO DEPARTMENT OF NATURAL RESOURCES – FISH HATCHERIES

The institutions currently participating in this bid/contract are;

Castalia State Fish Hatchery (CASFH) 7018 Homegardner Road Castalia, Ohio 44824	London State Fish Hatchery (LOSFH) 2470 Roberts Mill Road SW London, Ohio 43140	St. Marys State Fish Hatchery (SMSFH) 01735 Feeder Road St. Marys, Ohio 45885
Hebron State Fish Hatchery (HESFH) 10517 Canal Road SE Hebron, Ohio 43025	Senecaville State Fish Hatchery (SESFH) 57199 Seneca Dam Road Senecaville, Ohio 43780	Kincaid State Fish Hatchery (KISFH) 7487 SR 124 Latham, Ohio 45646

During the term of any resulting contract the state of Ohio, Department of Administrative Services and Department of Natural Resources reserve the right to add additional sites within the state of Ohio for delivery as required.

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 or contract 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.

_____	_____
_____	_____
_____	_____

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.

DISCLOSURE OF FULFILLMENT HOUSES:

Fulfillment Houses are defined as follows: A third party which performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor. Bidders seeking to enter into a materials contract shall disclose the following: (use additional sheets if necessary)

If awarded a contract under this Bid, do you intend to use Fulfillment Houses as defined above to fulfill your obligations under any ensuing contract? Yes:[] No: []

If you answered yes above, please complete the following information.

a) Principal location of business for the contractor (Name/City/State/Country)

b) Principal location of all Fulfillment Houses (Name/City/State/Country)

c) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

d) Has this Fulfillment House ever been asked to withdraw from a contract with the state of Ohio, either as a Fulfillment House or as a direct contractor to the State? Yes [] No []

e) Has this Fulfillment House ever been asked to withdraw from a contract with another state or government body?
Yes [] No []

f) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

The state of Ohio neither approves nor disapproves of any Fulfillment House. The State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is complete, correct, true and accurate. The Bidder agrees that no changes will be made to this list of fulfillment houses without amendment to the contract issued subsequent to the analysis of bids. Any attempt by the Bidder/Contractor to change or otherwise alter Fulfillment House locations where services will be performed without prior amendment to the contract, 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.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION:

A. SCOPE:

1. The State of Ohio, Department of Natural Resources has requirements for various types of trout, salmon, steelhead and broodstock feed, and feed with medicated additives. These various types of feed will be used at Department of Natural Resources Fish Hatcheries throughout the State of Ohio.
2. These specifications state the minimum levels of protein, fat, fiber, ash, moisture, digestible energy and Vitamins A, D and E and size tolerances, limits and other specifications for pelleted, granulated, extruded and crumbled trout, salmon, steelhead and broodstock fish feed, vitamin and medicated additives. These requirements are specified in the Trout, Salmon, Steelhead and Broodstock Feed Minimum Content Specifications table on page 9 of this Invitation To Bid.

B. CLASSIFICATION OF ITEMS.

- Item A. Steamed Pelleted Trout Feed (Sinking)
- Item B. Crumbled Trout Feed (Sinking)
- Item C. Extruded Trout Feed (Floating)
- Item D. Extruded Salmon Feed (Slow Sinking)
- Item E. Extruded Steelhead Feed (Floating)
- Item F. Broodstock Trout Feed (Floating)
- Item G. Aquaflor (florfenicol) NADA #141-246: 227 mg per pound of feed (additive)
- Item H. Aquaflor (florfenicol) NADA #141-246; 454 mg per pound of feed (additive)
- Item I. Terramycin 200 (oxytetracycline dihydrate) NADA 038-439: 4 grams per pound of feed (additive)
- Item J. Romet-30 (sulfadimethoxine / ormentoprim) NADA 038-439: 1.665% by weight (additive)

II. REQUIREMENTS:

- A. All feed delivered to State of Ohio Department of Natural Resources must be no older than twenty (20) days after milling date at time of delivery. Each bag must be plainly marked with both the milling and expiration date of the contents.
- B. Feed must not have moisture content more than 10%.
- C. Feed must be packaged in new multi-wall polyethylene or glassine lined paper bags. Bags shall be closed by stitching and of sufficient strength to sustain normal hatchery handling. The net weight of feed in bags is to be between forty (40) and fifty (50) pounds depending on feed type. Each bag must be labeled with a color-coded tag to show the feed size and diet identification. Tags will show minimum Protein, minimum Fat and Maximum Fiber, Moisture and Ash content. Each bag must be marked with the milling date, expiration date and lot/batch identification information.
- D. Prices for various feeds will be per pound.
- E. The State may request medicated additives as specified in items H through K above at an additional price per pound added to the price of the feed ordered. The additional price per pound for medicated additives as listed in Items H through L above must be furnished with this Bid.

SPECIFICATIONS

F. All feed items shall be offered in various sizes as indicated herein and in the NOTES section on page 10 of this Invitation to Bid.

1. Numbered feed must meet the following size specifications

<u>Size</u>	<u>Must Pass Through U.S. Sieve Size*</u>	<u>Must Pass Over U.S. Sieve Size*</u>
# 4 (2.0 – 3.36mm)	No. 6	No. 10
# 3 (1.38 – 2.0mm)	No. 10	No. 14
# 2 (.84 – 1.38mm)	No. 14	No. 20
# 1 (.59 - .84mm)	No. 20	No. 34
Starter (.44 - .59mm)	No. 34	No. 46

*U.S. Sieve Size per ATSM Active Standard E11-04.

2. Steamed pellets must be the same length as diameter and must be available in 1/8", 3/16" and 1/4".

3. Extruded pellets must be the same length as diameter and must be available in whole and half millimeter increments from 1mm through 5.5mm.

3. Slow sinking feed must be sized in whole millimeter increments, sizes 1mm through 8mm.

4. Floating feeds must be sized in the following increments: 1.5mm, 2.5mm, 3.5mm, 4.5mm, 5.5mm, 6.5mm, and 7.5mm.

5. A minimum of eighty-five percent (85%) of the feed by weight must meet specified sieve or pellet size. There will be no more than two percent (2%) fines per bag by weight.

G. Sinking Feed must have a minimum density of 35 pounds per cubic foot.

H. Slow Sinking Feed must have a maximum density of 33 pounds per cubic foot and a minimum density of 29 pounds per cubic foot.

I. Floating Feed must have a maximum density of 25 pounds per cubic foot.

J. High Quality Fish Meal will be used to satisfy the protein requirements of each feed as delineated in the specifications for each feed item below. High Quality Fish Meal will be whole fish meal and meet as a minimum the following specification:

1. Protein content: Minimum 65%
2. Ash content: Maximum 18%
3. Salt content: Maximum 3%
4. Pepsin Digestibility Not Less than 94%

K. All fish feeds provided to the state of Ohio under this ITB/Contract will not contain melamine and melamine analogues (cyanuric acid, ammeline and ammeline) over 50ppb.

SPECIFICATIONS

III. MINIMUM CONTENT SPECIFICATIONS:

A. Trout, Salmon, Steelhead and Broodstock Feed – Minimum Content Specifications

Feed Type	Minimum Protein %	Minimum Fat %	Maximum Fiber %	Maximum Ash %	Maximum Moisture %	Digestible Energy Kcal/kg Minimum	Vitamin A IU/kg Minimum	Vitamin D IU/kg Minimum	Vitamin E IU/kg Minimum	Sizes Required
Item A. Streamed Pelleted Trout Feed (Sinking)	40% (1)	10%	3%	12%	10%	3500	8000	450	200	1/8", 3/16", 1/4"
Item B. Crumbled Trout Feed (Sinking)	45% (1)	11%	3%	12%	10%	3600	10000	500	250	#3, #4
Item C. Extruded Trout Feed (Floating)	40% (1)	10%	3%	12%	10%	3900	8000	450	200	4.5mm
Item D. Extruded Salmon Feed (Slow Sinking)	45% (1)	19%	3%	12%	10%	4650	10000	500	250	#2, 1mm, 2mm, 3mm
Item E. Extruded Steelhead Feed (Floating)	45% (1)	16%	3%	12%	10%	4325	10000	500	250	1.5mm, 2.5mm, 3.5mm, 4.5mm, 5.5mm
Item F. Broodstock Trout Feed (Floating)	48% (1)	15%	3%	12%	10%	3550	10000	500	250	7.5mm

(1) At least 55% from high quality fish meal (see II. J. Requirements page 7)

PRICE PAGE

Fish Feed; Trout, Salmon, Steelhead and Broodstock

OAKS Item ID #	UNSPSC #	Item Description	Manufacturer and Item Number	Price Per Lb.
19094	101217	Steamed, Pelleted Trout Feed (Sinking) - Specify Pellet Size On Purchase Order	Nelson N0284 Sink	\$0.490
19095	101217	Crumbled Trout Feed (Sinking) - Specify Sieve Size on Purchase Order	Nelson N0266 Sink	\$0.630
19101	101217	Extruded Trout Feed Floating - Specify Size on Purchase Order	Nelson N0284 Float	\$0.490
19097	101217	Extruded Salmon Feed Pellets (Slow Sinking) - Specify Pellet Size on Purchase Order	Nelson N0266 Sink	\$0.630
19098	101217	Extruded Steelhead Feed Pellets (Floating) - Specify Pellet Size on Purchase Order	Nelson N0267 Float	\$0.590
	101217	Broodstock Trout Feed (Floating)	Not Awarded *	Not Awarded *

* Agency shall use Direct Purchase Authority to procure this item in accordance with ORC 125.05.

Medicated Additives

OAKS Item ID #	UNSPSC #	Item Description	Manufacturer and Item Number	Additional Price Per Lb. of Feed
19099	511026	Aquaflor (florfenicol) NADA 141-246; 227mg/lb of feed (Additional Price Per Pound of Feed)	Nelson	\$0.300
19100	511026	Aquaflor (florfenicol) NADA 141-246; 454mg/lb of feed (Additional Price Per Pound of Feed)	Nelson	\$0.600
11256	511026	Terramycin 200 (oxytetracycline dihydrate) NADA 038-439; 4 grams/lb of feed (Additional Price Per Pound of Feed)	Nelson	\$0.360
11257	511026	Romet 30 (sulfadimethoxine / ormentoprim) NADA 125-933; 1.665% by weight (Additional Price Per Pound of Feed)	Nelson	\$0.180
11264	781216	Freight on Minimum Orders (See Minimum Order Clause - Must Be Supported By Copy of Carrier Invoice)	Nelson	Ea. (Actual)

NOTES: The following table provides bidders with additional information on the State's estimated use by size and weight by hatchery location for the various feeds requested in this Invitation to Bid. The following is the State's best estimate. The State makes no warranty or guarantee of the volumes or of the volumes by location.

Item A = Steamed Pelleted Trout Feed (Sinking)

Item B = Crumbled Trout Feed (Sinking)

Item C = Extruded Trout Feed (Floating)

Item D = Extruded Salmon Feed Pellets (Slow Sinking)

Item E = Extruded Steelhead Feed Pellets (Floating)

Item F = Broodstock Trout Feed (Floating)

Feed Item	Castalia (CASFH)	London (LOSFH)	St. Mary's (SMSFH)	Hebron (HESFH)	Senecaville (SESFH)	Kincaid (KISFH)
A.	N/A	N/A	1/8" 9,000 lbs 3/16" 12,000 lbs	1/8" 14,000 lbs 3/16" 3,200 lbs	1/8" 16,000 lbs 1/4" 5,000 lbs	N/A
B.	N/A	N/A	#3 500 lbs #4 2,500 lbs	#3 600 lbs #4 4,000 lbs	#3 600 lbs #4 4,000 lbs	#4 8,000 lbs
C.	N/A	4.5mm 2,000 lbs	N/A	4.5mm 3,000 lbs	N/A	N/A
D.	#2 1,000 lbs 1mm 4,000 lbs 2mm 14,000 lbs 3mm 16,000 lbs	1mm 700 lbs	N/A	N/A	N/A	N/A
E.	1.5mm 2,000 lbs 2.5mm 10,000 lbs 3.5mm 10,000 lbs 4.5mm 14,000 lbs 5.5mm 47,000 lbs	1.5mm 700 lbs 2.5mm 4,300 lbs 3.5mm 4,300 lbs 4.5mm 3,900 lbs	N/A	N/A	N/A	2.5mm 4,000 lbs 3.5mm 4,000 lbs 4.5mm 8,000 lbs
F.	N/A	N/A	N/A	N/A	N/A	N/A
Total	118,000	19,800	24,000	24,800	25,600	24,000

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000088248

Nelson & Sons, Inc.
P.O. Box 57428
118 W. 4800 South
Murray, UT 84157

BID CONTRACT NO.: OT906411-1 (03/31/14)

DELIVERY: Within 14 Days ARO

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Christian Nelson
Chad VanderLinden

Toll Free: (800) 521 9092
Telephone: (800) 521 9092
FAX: (801) 266 7126

E-Mail: chris@silvercup.com
chad@silvercup.com

WEB PAGE:

www.silvercup.com

CONTRACTOR'S MIS CONTACT: Christian Nelson

Telephone: (800) 521 9092

Purchase Orders are to be submitted via FAX to:

FAX: (801) 266 7126

REMITTANCE ADDRESS

Nelson & Sons, Inc.
P.O. Box 57428
Murray, UT 84157-0428

OAKS Item Identification Number: 11264; Freight Charges as Applicable