

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN)	
BID NUMBER OT903608	OPENING DATE (1:00 p.m.) AUGUST 24, 2007	BIDDER NAME	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 ATTN: BID DESK		STREET ADDRESS Check if remit address is different and list on separate sheet	
		CITY STATE ZIP	
		COUNTY	
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
REQ./INDEX NO. DNR019P	BID NOTICE DATE 07/31/07	CONTACT PERSON	FAX NO. ()
CONTRACTOR'S E-MAIL ADDRESS		IT/MIS CONTACT PERSON	IT/MIS TELEPHONE NO. ()
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
<u>PARTICIPATING AGENCY(IES):</u> OHIO DEPARTMENT OF NATURAL RESOURCES			
<u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u>			
FISH FEED; TROUT, SALMON, STEELHEAD, BROODSTOCK AND VITAMIN AND MEDICATED ADDITIVES			
TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>10/01/07</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>03/31/09</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 08-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable state contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the state.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid. ADM3214 (Rev. 08-01-07)

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the State of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the State of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.state.oh.us/das/Eod/edge/Index.htm>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must be registered with the Ohio Business Gateway (OBA) at <http://obg.ohio.gov> to file for DMA precertification; if you are not already registered you must:

- register with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>;
- review the Terrorist Exclusion List at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf;
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf and submit this with your bid response.

Failure to complete the certification may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

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. Delivery must be made within 20 days of feed mixing / milling date. 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.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within ten (10) calendar days after notification, to the Office of State Purchasing. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

For specific submission requirements, Bidders should refer to Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

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

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first four (4) 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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

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 forty thousand (40,000) pound or larger (but not more than forty-five Thousand (45,000) pound deliveries) 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 fish feed will be one hundred (100) pounds. Billing for fish feed orders including orders for fish feed containing vitamin or medicated additives which are one hundred (100) pounds or greater but less than twenty thousand (20,000) pounds and which are not ordered for delivery with F.O.B. delivered, transportation prepaid minimum order quantities as stated above will 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

ODNR CONTACT: In the event that questions or issues are not resolved at the individual hatchery level, the contractor may contact ODNR. Any questions, concerns or problems that cannot be resolved at the hatchery level must be addressed through:

Mr. David Insley, Hatchery Superintendent
Ohio Department of Natural Resources
Castalia State Fish Hatchery
7018 Homegardner Road
Castalia, OH 44824
(419) 684 7499

SPECIAL NOTE: The state of Ohio, Department of Administrative Services and Department of Natural Resources reserve the right to add additional sites for shipment. The institutions currently participating in this bid/contract are listed below.

OHIO DEPARTMENT OF NATURAL RESOURCES – FISH HATCHERIES

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.MarysState 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

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.

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 vitamin or 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 delineated in the ODNR Fish Hatcheries, Trout, Salmon, Steelhead and Broodstock Feed Minimum Content Specifications and Vitamin Additives for Trout, Salmon and Steelhead Feed – Minimum Content Specifications Tables on pages 9 and 10 of this ITB.
3. Bidders may offer a various feeds which must be within the tolerances as described below. These requirements are delineated into the following categories

B. FEED ITEMS.:

ITEM A. – Steamed Pelleted Trout Feed (Sinking)

ITEM B. – Crumbled Trout Feed (Sinking)

ITEM C. – Extruded Trout Feed (Floating)

ITEM D. – Granulated Salmon Fry Feed (Sinking)

ITEM E. – Extruded Salmon Feed (Slow Sinking)

ITEM F. – Extruded Steelhead Feed (Floating)

ITEM G. – Broodstock Trout Feed (Floating)

ITEM H. - Additives

- H1. Double Vitamin Pack
- H2. Five Times Vitamin Pack
- H3. Double Vitamin C
- H4. Triple Vitamin C

ITEM I. - Medicated Feed

- I1. Terramycin 200 (oxytetracycline dihydrate) NADA 038-439: 4 Grams per Pound of Feed
- I2. Romet-30 (Sulfadimethoxine / ormentoprim) NADA 038-439: 1.665% by weight

II. REQUIREMENTS:

- A. All feed delivered to State of Ohio ODNR fish hatcheries 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 are to 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. Each bidder must submit a sample of their label for each item bid (do not submit a typed sheet of contents). Sample labels must accompany the bid. The percentage of Protein, Fat, Fiber, Ash, Moisture, kcal/kg of Digestible Energy and IU/kg of Vitamins A, D and E and feed size must be specifically stated. All labels submitted must be properly identified as to item bid, with that item number and attached to the back of the last bid page. Failure to submit labels may deem your bid non-responsive.

E. Feed sizes

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 and extruded pellets must be the same length as diameter.
3. Sinking and 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 and/or pellet size. There will be no more than two percent (2%) fines per bag by weight.
- F. The state may request vitamin and medicated feed additives as specified in Categories H. and I. at an additional price per pound added to the price of the feed ordered. The price of vitamin and medicated additives as listed in Categories H. and I. above must be furnished with this bid.
- G. The drugs used in the production of medicated feed as specified in Item I. above must be approved and as listed for use in Aquaculture by the United States Food and Drug Administration Center for Veterinary Medicine as listed at: <http://www.fda.gov/cvm/drugsuseaqua.htm>.
- H. Sinking Feed must have a minimum density of 35 pounds per cubic foot.
- I. Slow Sinking Feed must have a maximum density of 33 pounds per cubic foot and a minimum density of 29 pounds per cubic foot.
- J. Floating Feed must have a maximum density of 25 pounds per cubic foot.
- K. 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% |
- L. Trout, salmon, steelhead and broodstock fish feeds provided to the state of Ohio under this ITB/Contract will not contain melamine and melamine analogues (cyanuric acid, ammeline and ammelide) over 50ppb..

III. NOTES

The following table provides bidders with additional information on the State's estimated use of the various feeds requested in this bid by location. This information is intended for use by the bidder in refining the bid price. The State makes no warranty or guarantee of the volumes by location.

Item A = Steamed Pelleted Trout Feed (Sinking) Item E = Extruded Salmon Feed Pellets (Slow Sinking)
 Item B = Crumbled Trout Feed (Sinking) Item F = Extruded Steelhead Feed Pellets (Floating)
 Item C = Extruded Trout Feed (Floating) Item G = Broodstock Trout Feed (Floating)
 Item D = Granulated Salmon Fry Feed (Sinking)

	Locations					
FEED TYPE	Castalia (CASFH)	London (LOSFH)	St. Mary's (SMSFH)	Hebron (HESFH)	Senecaville (SESFH)	Kincaid (KISFH)
Item A.	No Requirement	No Requirement	1/8" (2.4mm) – 12M lbs. 3/16" (4.8mm) – 12M lbs.	1/8" (2.4mm) – 13M lbs. 3/16" (4.8mm) – 3M lbs.	1/8" (2.4mm) – 14M lbs. 3/16" (4.8mm) – 5M lbs.	3/16" (4.8mm) – 4.5M lbs.
Item B.	No Requirement	No Requirement	No. 3 – 400 lbs No. 4 – 6M lbs.	No. 3 – 500 lbs No. 4 – 3.5M lbs	No. 3 – 600 lbs No. 4 – 4M lbs.	No Requirement
Item C.	No Requirement	4.5mm – 2M lbs.	No Requirement	No Requirement	No Requirement	No Requirement
Item D.	Starter – 150 lbs. No. 1 – 1.1M lbs. No. 2 – 3.2M lbs	Starter – 100 lbs. No. 1 – 350 lbs. No. 2 – 700 lbs.	Starter – 100 lbs. No. 1 – 200 lbs. No. 2 – 300 lbs.	Starter – 50 lbs. No. 1 – 50 lbs. No. 2 – 150 lbs.	Starter – 50 lbs. No. 1 – 200 lbs. No. 2 – 300 lbs	No Requirement
Item E	1mm – 2.5M lbs. 2mm – 17M lbs. 3mm – 28M lbs.	1mm – 700 lbs.	No Requirement	No Requirement	No Requirement	No Requirement
Item F.	3.5mm – 13.5M lbs. 4.5mm – 30.1M lbs. 5.5mm – 30M lbs. 7.5mm – 40M lbs.	1.5mm – 700 lbs. 2.5mm – 4.3M lbs 4.5mm – 3.9M lbs.	No Requirement	No Requirement	No Requirement	4.5mm – 3.5M lbs. 5.5mm – 19.5M lbs.
Item G.	No Requirement	7.5mm – 3.9M lbs.	No Requirement	No Requirement	No Requirement	No Requirement
Total	165,550 lbs	16,650 lbs.	31,000 lbs	20,250 lbs	24,150 lbs	27,500 lbs

IV. **MINIMUM CONTENT SPECIFICATIONS**

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

<u>FEED TYPE</u>	Minimum Protein Percentage (%)	Minimum Fat Percentage (%)	Maximum Fiber Percentage (%)	Maximum Ash Percentage (%)	Maximum Moisture Percentage (%)	Digestible Energy kcal/kg Minimum	Vitamin A IU/kg Minimum	Vitamin D IU/kg Minimum	Vitamin E IU/kg Minimum
ITEM A. Steamed Pelleted Trout Feed, (Sinking)	40% (1)	10%	3%	12%	10%	3550	8000	450	200
ITEM B. Crumbled Trout Feed (Sinking)	45% (1)	11%	3%	12%	10%	3850	10000	500	250
ITEM C. Extruded Trout Feed (Floating)	40% (1)	10%	3%	12%	10%	3900	8000	450	200
ITEM D. Granulated Salmon Fry Feed (Sinking)	54% (2)	14%	3%	12%	10%	4300	10000	500	380
ITEM E. Extruded Salmon Feed (Slow Sinking)	45% (1)	19%	3%	12%	10%	4650	10000	500	250
ITEM F. Extruded Steelhead Feed (Floating)	45% (1)	16%	3%	12%	10%	4325	10000	500	250
ITEM G. Broodstock Trout Feed (Floating)	48% (1)	15%	3%	12%	10%	3550	10000	500	250

- (1) At Least 55% from High Quality Fish Meal (see II. Requirements K. Page 7 Above)
 (2) At Least 75% from High Quality Fish Meal (see II. Requirements K. Page 7 Above)

B. VITAMIN ADDITIVES FOR TROUT, SALMON AND STEELHEAD FEED - Minimum Content Specifications

Additive Name	Vitamin A IU/kg* Minimum	Vitamin C mg/kg** Minimum	Vitamin D IU/kg* Minimum	Vitamin E IU/kg* Minimum
H1. Double Vitamin Pack				
Item A	16,000	NA	900	400
Item B	20,000	NA	1,000	500
Item C	16,000	NA	900	400
Item D	20,000	NA	1,000	760
Item E	20,000	NA	1,000	500
Item F	20,000	NA	1,000	500
Item G	20,000	NA	1,000	500
H2. Five Times Vitamin Pack				
Item A	40,000	NA	2,250	1,000
Item B	50,000	NA	2,500	1,250
Item C	40,000	NA	2,250	1,000
Item D	50,000	NA	2,500	1,900
Item E	50,000	NA	2,500	1,250
Item F	50,000	NA	2,500	1,250
Item G	50,000	NA	2,500	1,250
H3. Double Vitamin C	NA	500	NA	NA
H4. Triple Vitamin C	NA	750	NA	NA

* Minimums for Vitamins A, D and E are in International Units (IU) per kilogram of fish feed.
 **Minimums for Vitamin C are in milligrams (mg) per kilogram of Fish Feed.

Fish Feed; Trout, Salmon, Steelhead, Broodstock, and Vitamin and Medicated Additives – Bid Price Page

Feed Item	UNSPSC CODE	Description	Annual Use (Pounds)	Manufacturer & Mfgr Item ID / #	Price / Lb.
A.	101217	Steamed Pelleted Trout Feed Sinking	63,000		
B.	101217	Crumbled Trout Feed (Sinking)	15,000		
C.	101217	Extruded Trout Feed (Floating)	2,000		
D.	101217	Granulated Salmon Fry Feed (Sinking)	7,500		
E.	101217	Extruded Salmon Feed Pellets (Slow Sinking)	48,200		
F.	101217	Extruded Steelhead Feed Pellets (Floating)	145,500		
G.	101217	Broodstock Trout Feed (Floating)	3,900		
H.	Additives	Description			Additional Price/Lb.
H1.	511919	Double Vitamin Pack	500		
H2.	511919	Five Times Vitamin Pack	500		
H3.	511919	Double Vitamin C	500		
H4.	511919	Triple Vitamin C	500		
I.	Medication	Description			Additional Price/Lb.
I1.	512500	Terramycin 200 (oxytetracycline dihydrate) NADA 038-439) - 4 grams/lb of Feed	4,000		
I2.	512500	Romet 30 (Sulfadimethoxine / ormentoprim) NADA 125-933: 1.665% By Weight	4,000		

***CONTAINS RECYCLED MATERIALS - Y/N:** _____.
IF SO _____%.

* Will not be a part of the evaluation.

BIDDER DISCLOSURE STATEMENTS:

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the Contract, and the best interests of the State.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

INSURANCE REQUIREMENTS

Bidders should provide with their bid, documentation of the following insurance coverage's required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Workers' Compensation Certificate.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$ 1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability (CGL) Insurance:
 - a. Limits of \$500,000.00 per occurrence.
 - b. Limits of \$1,000,000.00 annual aggregate.
 - c. To be compliant, the CGL policy must include the following three endorsements:
 - 1) a blanket waiver of subrogation.
 - 2) a statement that the Contractor's CGL coverage is primary over any other coverage.
 - 3) designate the state of Ohio as an additional insured.

Notice to Bidders regarding the certificates of insurance: If the Bidder does not currently carry the amounts of coverage and/or the required endorsements specified above, the Bidder should provide a letter from their insurance company stating that the Bidder's coverage will be increased to the specified amounts and/or the required endorsements will be added to the policy upon award of the ensuing Contract. The letter from the insurance company should also be submitted with the Bid.

Failure to submit the compliant insurance certificate or letter, as applicable, with the Bid may deem your bid not-responsive.

An updated insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of State Purchasing within ten (10) working days after notification of pending award. Failure to provide a compliant certificate within the stated timeframe will cause the State to deem the Bidder not-responsive and no further consideration for award will be given.

FEDERAL TAXPAYER IDENTIFICATION FORM W-9

All Bidders should download the attach the Federal Taxpayer Identification W-9 Form and submit it as part of their bid response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- under IRS Resources, select Forms and Publications
- select Download by Form and Instruction Number
- from the list of pdf files, select Item 1105, Form Number W-9
- download, complete the form, submit with the bid response

This completed form should be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

BID SUBMISSION CHECK LIST

This checklist is provided solely for the bidder's benefit. Submission of the mandatory/required materials does not guarantee that the bidder will be deemed compliant with all of the specifications and requirements as stated in this bid. Completing this checklist does not absolve the bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this bid.

*** MANDATORY SUBMITTALS TO ACCOMPANY THE BID RESPONSE**

<u>SUBMITTED</u>	<u>SUBMITTAL DESCRIPTION</u>	<u>PAGE REFERENCE</u>
_____	BID COVER PAGE, SIGNED IN BLUE INK	PAGE 1
_____	BUY OHIO & DOMESTIC PREFERENCES	PAGE 2
_____	SAMPLE LABEL FOR EACH ITEM	PAGE 7
_____	AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST	PAGE 5
_____	DISCLOSURE OF SUBCONTRACTORS	PAGE 5
_____	BID PRICE PAGE	PAGE 9

**** SUBMITTALS REQUIRED DURING THE EVALUATION PROCESS**

_____	DECLARATION REGARDING MATERIAL ASSISTANCE OR NON-ASSISTANCE TO A TERRORIST ORGANIZATION	PAGE 2
_____	BIDDER DISCLOSURE STATEMENTS	PAGE 12
_____	INSURANCE REQUIREMENTS ***	PAGE 13
_____	FEDERAL TAXPAYER IDENTIFICATION FORM W-9	PAGE 13

- * Mandatory submissions must be submitted with the bid response. Refer Bid Page 3, Mandatory/Required Submissions.
- ** Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within ten (10) calendar days after notification, to the Office of State Purchasing. Refer Bid Page 3, Mandatory/Required Submissions.
- *** Submit An Acord Certificate or similar certificate from your insurance agent/carrier showing compliance with the required coverage amounts. Insurance policies are not acceptable. The certificate must also (1) designate the state of Ohio as an additional insured, (2) be endorsed to include a blanket waiver of subrogation, (3) statement that the commercial general liability insurance is primary over any other coverage, and (4) contain a clause or endorsement providing thirty (30) day notice of cancellation, non-renewal or decrease in coverage. The insuring companies shall have and maintain at least an a- (excellent) rating from a.m. best. After notification by the state, failure to provide the certificate as required will cause your bid to be deemed non-responsive