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.	BIDDER NAME
BID NUMBER: OT906116 / OPENING DATE (1:00 p.m.): 03/18/16	STREET ADDRESS ☐ Check if remit address is different and list on separate sheet
	CITY / STATE / ZIP
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk	COUNTY / MBE/EDGE CERTIFICATE NUMBER
	TELEPHONE NO. ( ) / TOLL FREE NO. 1 - ( )
	CONTACT PERSON / FAX NO. ( )
REQ./INDEX NO. MAC106 / BID NOTICE DATE February 25, 2016	CONTRACTOR'S E-MAIL ADDRESS

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

☐ E-Mail ☐ 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

PARTICIPATING AGENCY(IES): Department of Rehabilitation and Correction, 770 West Broad Street, Columbus, OH 43222

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

Agricultural Chemicals, Fertilizers, Goods and Services

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 02/15/16 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 10/31/16 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 agency.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. 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.

INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.

	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.

CERTIFICATION STATEMENTS

I. **DOMESTIC AND/OR OHIO PREFERENCE**: 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. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** 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 AMERICAN): [Not applicable to "Excepted Products"]

1. 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)

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)

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 American 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):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
   ☐ Yes (Go to II.) ☐ No (Go to B-2)

2. Bidder has significant economic presence within the State of Ohio.
   ☐ Yes (Answer a, b, c, d below) ☐ No (Go to B-3)
   a) Bidder has paid the required taxes due the State of Ohio ☐ Yes ☐ No
   b) 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://sos.state.oh.us/
   c) Bidder has ten or more employees based in Ohio or border state. ☐Yes ☐ No (Go to B-2d)
   d) Bidder has seventy-five percent or more employees based in Ohio or border state.
      ☐ Yes ☐ No (Go to B-3)

3. Border state bidder:
   ☐ Yes (Specify which state then go to B-2c): ☐ KY ☐ MI ☐ NY ☐ PA ☐ IN ☐ No (Go to B-4)

4. Border state bidder: mined products mined in respective border state ☐ Yes ☐ No ☐ Not Applicable

II. **E.D.G.E. DESIGNATION:** Is the bidder a 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://das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx

III. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT:** Contractor certifies that Contractor is a "**business** entity" as that term is defined in O.R.C. Section 145.037. See SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS, S-21. Independent Contractor Acknowledgement.

Bidder is defined as a business entity ☐ Yes ☐ No

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT905114.

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.

SPECIFICATION QUESTIONS: Bidders must visit the state of Ohio website at www.ohio.gov/procure to post summary related questions at the bottom of the page where the documents were downloaded. Answers to all bidder questions will be posted on the website and linked to the document. The state will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The state will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, Office of State Purchasing in the form of an addendum, will be considered valid.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within ten (10) 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.

SITE VISIT: Prior to submitting their bid response, the Bidder should visit the institution(s) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The Bidder must contact each institution to schedule an appointment. To schedule an appointment, please refer to the following chart:

INSTITUTION NAME	ADDRESS	CONTACT PERSON	PHONE NUMBER	EMAIL ADDRESS
Mansfield Correctional	1150 North Main Street Mansfield, OH 44901	Jeff Garverick	419-295-5658	Jeff.garverick@ odrc.state.oh.us
Marion Correctional	947 Marion Williamsport Rd. Marion, OH 43302	David Baker	740-382-5781 740-360-4049	David.Baker@ odrc.state.oh.us

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: The State of Ohio will use the sum all categories to get a lot total for each institution.

CONTRACT AWARD: The contract will be awarded to up to two (2) lowest responsive and responsible bidders one per institution. Bidders may bid and be awarded one or more institutions. Failure to bid all items for an institution and in the required Unit of Measure (UOM) may result in the bidder being deemed non responsive. Bidders shall not insert a unit price of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the bid. Any alterations resulting in the need to convert numbers may result in disqualification of Bid.

SPECIAL CONTRACT TERMS AND CONDITIONS

PERFORMANCE BOND: On a per project basis, an agency may require the Contractor to furnish a performance bond in an amount equal to the value of the project. The Contractor will be required to provide said performance bond to the agency within ten (10) calendar days after notification. Failure to provide the performance bond within the stated time period may result in cancellation of a project to that Contractor.

The purpose of the bond is to ensure that the Contractor will faithfully execute the terms of the contract and promptly make delivery of the supplies or services purchased by the state of Ohio. A standard bond form from any company authorized to do business within the state of Ohio is acceptable. The bond shall be made payable to the Ohio Treasurer, referencing the applicable contract number.

The bond shall become effective upon issuance of the project award by the agency. The bond shall remain in effect for the duration of the project and any renewals thereto. Any action on the part of the Contractor or their bonding company to cancel the bond prior to the expiration of the project or renewal thereto will be considered as an event of default and subsequent breach of contract and may result in immediate cancellation of the contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the State in seeking replacement supplies or services.

The agency agrees to pay only the actual cost of the performance bond and may request a copy of the invoice from the bonding company for documentation.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) 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.

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 Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Office of Procurement Services.

OPI CONTACT: During the contract term, in the event that any questions are not resolved at the individual farm level, the contractor may contact the Business Administrator at the institution of the respective farm.

The remainder of this page is intentionally left blank.

SPECIAL CONTRACT TERMS AND CONDITIONS

THIS PAGE MUST BE SUBMITTED WITH YOUR BID.

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. (This number may be increased as necessary.)

☐ 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.

_____ _____

_____ _____

_____ _____

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.

The remainder of this page is intentionally left blank.

SPECIFICATIONS

I. SCOPE AND CATEGORIES: These specifications cover fertilizers, insecticides, herbicides, spreader rental and application of restricted use products for The Department of Rehabilitation and Correction. In addition, services include, but are not limited to: soil sampling, field mapping, aerial application, and grid sampling.

There are four categories of goods and services:

Category I: Soil Sampling

Category II: Field Mapping

Category III: Aerial Application/Herbicides/Pesticides/Insecticides/Adjuvants

There are three types of Pesticides:
Type I: Fungicides
Type II: Herbicides
Type III: Adjuvants

Category IV: Grid Sampling/Variable Rate Application/Agricultural and Specialized Fertilizers/Nutrients/Rental Equipment

There are three types of fertilizers:
Type I: Granular- a dust free "manufactured" fertilizer, in which each granule has nearly homogenized composition and particle size is nearly uniform
Type II: Liquid - a free flowing fluid mixture of fertilizer or fertilizer materials
Type III: Blend - a mixture of granular fertilizer materials, but still maintaining uniformity of ingredient contents.

II. FARM SPECIFICATIONS:

	INSTITUTION NAME	EST. ACREAGE
3	Mansfield Correctional Institution	1200
4	Marion Correctional Institution	900

III. CATERGORIES:

A. CATEGORY I: SOIL SAMPLING

1. Agricultural soil tests shall contain at least 10-20 sample points for every 40 acres (160,000m^2) of field.
2. A reference map must be created to record location and quantity of field samples to properly interpret results.
3. All bidders/contractors must have access to a laboratory experienced in analyzing agricultural needs of soil samples.
4. Soil samples must be analyzed within 24 hours of extraction or soil must be frozen or air dried for preservation.
5. Written analysis report/lab results must be provided to the Agency within 30 days of sampling.

B. CATEGORY II: FIELD MAPPING

1. Must have Global Positioning System (GPS)/Global Navigation Satellite System (GNSS) Software
2. Must have a real-time Geographic Information Systems (GIS) software with electronic equipment.
3. Field map must be provided to the Agency within 30 days of mapping.

C. CATEGORY III: AERIAL APPLICATION/HERBICIDES/PESTICIDES/INSECTICIDES/ADJUVANTS/HERBICIDE SERVICES AND RENTALS

1. AERIAL APPLICATION:

a. Applicable Documents
Federal Aviation Regulations Part 137: Federal regulations which govern agriculture aircraft in the United States and includes the dispensing of any chemical designed to treat the soil or crops.

b. Requirements
All bidders/contractors must have access to a pilot with a commercial pilot license who is registered as a commercial pesticide application in the State of Ohio; and, meet the requirements of Federal Aviation Regulations Part 137. Proof of commercial pilot license must be submitted upon request during bid evaluation.

2. PESTICIDES/FUNGICIDES/HERBICIDES/ADJUVANTS:

a. Applicable Documents

i. Ohio Pesticide Law, Revised Code Section 921.01 through 921.28 and Section 921.09

ii. Ohio Pesticide Companies and Products List

iii. Ohio Department of Agriculture Regulations 901:5-11-01 through 901:5-11-10

iv. Federal Insecticide, Fungicide, and Rodenticide Act (F, U.S.C. 136 at seq.)

b. Requirements

i. All material offered as a result of a contract award must meet the requirements as set forth by the Ohio Pesticide Law and the latest revisions thereof, and the Ohio Department of Agriculture Regulations, pursuant to the Ohio Pesticide Law.

ii. Packaging and labeling shall be as required by the applicable documents stated above.

iii. Technical data sheets must be submitted upon request.

iv. All bidders/contractors must have a current license, from the Ohio Dept. of Agriculture:

1. to sell restricted pesticides
2. to apply pesticides to the property of another for hire
3. to distribute restricted use pesticides

License may be provided with the Bid or upon request during the evaluation, If not provided as part of the Bid response, the Bidder must provide said license within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Failure to provide license as specified may result in the Bidder being deemed as non-responsive and the Bid response may be immediately disqualified with no further consideration given for potential awarding of the Contract.

D. <u>CATEGORY IV: GRID SAMPLING/ VARIABLE RATE APPLICATION/AGRICULTURAL AND SPECIALIZED FERTILIZERS/FERTILIZER SERVICES AND RENTALS</u>:

1. GRID SAMPLING REQUIREMENTS

a. All bidders/contractors must have access to an All-Terrain Vehicle (ATV) with Global Positioning System (GPS).
b. A reference map must be created to record location and quantity of field samples to properly interpret results.
c. All bidders/contractors must have access to a laboratory experienced in analyzing agricultural needs of soil samples.
d. Soil sample must be analyzed within 24 hours of extraction or soil must be frozen or air dried for preservation.
e. Written analysis report/lab results must be provided to the Agency within 30 days of sampling.

2. VARIABLE RATE APPLICATION REQUIREMENTS

a. All bidders/contractors must have an in-cab computer/controller with the <u>minimum</u> capabilities to:

i. operate software with a field zone application map
ii. record the GPS signal to recognize real-time position on the map
iii. communicate signals with the rate control devise to alter the fertilizer rate
iv. monitor vehicle speed
v. record the fertilizer application map

b. All bidders/contractors must have at a <u>minimum</u>:

i. Fertilizer equipment capable of changing rates during operations
ii. Vehicle mounted Global Positioning System (GPS) unit

SPECIFICATIONS (Cont'd.)

3. AGRICULTURAL AND SPECIALIZED FERTILIZERS/FERTILIZER SERVICES AND RENTALS

a. Applicable Documents

i. Federal Specifications O-F-241D, "Fertilizer, Mixed, Commercial", and all latest revisions
ii. Ohio Fertilizer Law, Revised Code 905, Applicable Sections
iii. Ohio Department of Agriculture Regulations 901:5-1-01 through 901:5-1-06, "Regulations Adopted under the provisions of the Ohio Fertilizer Law"
iv. All vendors must be licensed vendors to manufacture or distribute agricultural fertilizer in the state of Ohio. License may be provided with the Bid or upon request during the evaluation, If not provided as part of the Bid response, the Bidder must provide said license within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure to provide license as specified may result in the Bidder being deemed as non-responsive and the Bid response may be immediately disqualified with no further consideration given for potential awarding of the Contract.

b. Requirements

i. All material offered as a result of a contract award shall meet the requirements as set forth by the Ohio Fertilizer Law, Fed. Specification O-F-241D and the latest revisions thereof.
ii. The labeling, weighing and selling of agricultural fertilizers and fertilizing materials shall be in accordance with the Ohio Regulations governing the activities.
iii. The labeling, weighing and selling of agricultural fertilizers and fertilizing materials shall be in accordance with the Ohio Regulations governing the activities.
iv. Only industry standard fillers or conditioners shall be used, like limestone, sand, corncob, dolomite, etc. Usage of "chert" as a filler is not acceptable.
v. Primary components of fertilizer shall not vary more than $\pm$ 2.0% (for each component). Ratio difference shall not be more than 0.5 of what is specified in this Bid. For example, a 10-20-20 analysis may vary from 8 to 12 parts N, 18 to 22 parts P and/or K, as long as the total difference did not exceed 95% (i.e., the 10-20-20 could vary to 10-19-18.5).

c. Quality Verification through Inspection and Test Procedures
i. Samples may be taken at any time from deliveries made during the contract period and tested for compliance to the specifications. If the product does not meet specifications or fails testing, the Contractor will be responsible for testing costs and costs associated with product replacement.
ii. Sampling and testing shall be done in accordance with Ohio Department of Agriculture Procedures as adopted from the Association of Official Analytical Chemists.
iii. Fertilizers containing inappropriate fillers, i.e. "chert", etc. will be returned at the Contractor's expense.

d. Packaging
i. For fertilizers and fertilizing materials purchased in bulk, the loading and shipping must conform to the applicable carrier rules and regulations.
ii. For fertilizers and fertilizing materials purchased in bags, the bags must conform to industry standards.
iii. If there is any deviation in packaging, i.e. weight per bag, gallons per carton, etc., the Bidder must specify his packaging in this Bid or on company letterhead, as an attachment to the Bid.
iv. The State reserves the right to check the delivery of any bulk or liquid fertilizers on the nearest certified weighing scale. It shall be the sole responsibility of the farm manager, or his designee, of the institution to weigh the delivery of all floaters/ tankers on the nearest certified scale to verify the accuracy of the weight stated on the delivery ticket and weigh again upon completion of delivery/application as and when deemed necessary.

e. Ordering and Shipping
i. No order shall be issued against this contract for less than twenty-five ($25.00) dollars. For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item.
ii. Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of destination will be specified by the participating state agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.
iii. Orders written against this contract shall be for full drum and may not be for less than full case quantities (i.e. no partial drums or cans). A combination of bagged commodities is to be allowed to make up a minimum delivery.

SPECIFICATIONS (Cont'd.)

E. PRICE ALLOCATION: Bidders must provide a price breakdown of fuel costs (transportation), labor costs, product cost and/or any other costs included in the price of items. The total costs must equal 100%.

Example: Product A has a submitted price of $100

Product = $50.00 50%
Fuel Cost = $10.00 10%
Labor Cost = $30.00 30%
Admin. Costs = $10.00 10%

Product Cost	Labor Cost	Fuel Cost	Other (Explain)	Total-Must equal 100%
%	%	%	**%**	**100%**

IV. TECHNICAL ASSISTANCE:

The Contractors shall provide, at no additional cost to the State, sufficient technical assistance for the first twelve (12) months (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 ten (10) days after the request has been made by the agency.

V. NOTES:

A. Manufacturers' names, trade names, brand names or catalog numbers are used only for description and to establish a market reference of the acceptable quality sought by the state. Other brand names found to be of equal or greater quality will be considered.

B. None of the above described products are to be manufactured from reclaimed, re-refined, recycled, used, or otherwise not new ingredients. All components, elements, and ingredients of these items must be newly derived from their natural or chemical resources, and shall be "factory fresh", which means they must be manufactured within one (1) year of their day of shipment to the agency.

C. The above is not to be interpreted to preclude the use of recycled steel, aluminum, paper, and plastic in the manufacture of the packaging and shipping components for the above described products.

D. Literature: When bidding alternates, descriptive literature of the product(s) Bid may submitted to the Office of Procurement Services with the Bid or upon request during the evaluation If not provided as part of the Bid response, the Bidder must provide said literature within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Failure to provide literature as specified may result in the Bidder being deemed as non-responsive and the Bid response may be immediately disqualified with no further consideration given for potential awarding of the Contract.

E. Material Safety Data Sheet: In accordance with OSHA requirements, the Contractor shall provide Material Safety Data Sheet (MSDS) at the time of shipment, and/or upon request by the agency.

F. Bidder may submit alternate item options, when doing so provide options that meet or exceeds the current item.

G. Historically the institutional crop plan has been allocated as follows:

Mansfield Correctional Institution (1200 acres)
Bean – 250 acres
Hay – 350 acres
Pasture – 250 acres
Sorghum – 180 acres
Breen chop variety of grasses – millet, etc. - 230 acres

Marion Correctional Institution (900 acres)
Corn – 350 acres
Pasture – 100 acres
Hay acres – 150 acres
Beans – 150 to 200 acres
Wheat – 150 acres

The farms listed above have not finalized this year's plan and the acreage allocation could differ slightly for the coming year.

SPECIFICATIONS (contd.)

PRICE SCHEDULE CATEGORY I, II & III

CATEGORY I: SOIL SAMPLING			
DESCRIPTION	**UOM**	**Unit Price**	**Unit Price**
		Mansfield	**Marion**
Soil Sampling	Per sample		
CATEGORY II: FIELD MAPPING			
DESCRIPTION	**UOM**	**Unit Price**	**Unit Price**
		Mansfield	**Marion**
Field Mapping	Per acre		
CATEGORY III: AERIAL APPLICATION/HERBICIDES/PESTICIDES/INSECTICIDES/ADJUVANTS/HERBICIDE SERVICES AND RENTALS			
DESCRIPTION	**UOM**	**Unit Price**	**Unit Price**
		Mansfield	**Marion**
Aerial Application	Per acre		
HERBICIDES			
DESCRIPTION	**UOM**	**Unit Price**	**Unit Price**
		Mansfield	**Marion**
Guardsman Max (Dimethenamid-P, Atrazine)	Gal.		
Gramoxone Inteon (Paraquat)	Gal.		
Alliance Surfactant MS Based (80/20 Surfactant)	Gal.		
Sterling Blue-Rifle (Dicamba)	Gal.		
Canopy Herbicide (Chlorimuron Ethyl, Tribenuron Methyl)	Lb.		
Hornet (Fluetsulam, Clopyralid Potassium Salt)	Lb.		
Superb Crop Oil (Herbimax)	Gal.		
Degree Extra (Acetochlor, Atrazine)	Gal.		
Dimectric Herbicide (Metribuzin)	Lb.		
Sure Start (Acetochlor, Fumetsulam, Clopyralid)	Gal.		
2,4-D Ester	Gal.		
2,4-D Amine	Gal		
Liberty (Glufosinate, Ammonia)	Gal.		
Simazine	Gal.		
2, 4-D Crossbow	Gal.		

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SPECIFICATIONS (contd.)

HERBICIDES (contd.)

DESCRIPTION	UOM	Unit Price	Unit Price
		Mansfield	**Marion**
Valor XLT Herbicide (Chlorinuron Slumioxacian)	Lb.		
Bicep II Magnum (Dual, Atrazine)	Gal.		
Select Max (Clethodim)	Gal.		
Raptor (Ammonium Salt of Imazamox)	Gal.		
Impact (Topramezone)	Oz.		
Flexstar (Sodium Salt of Fomesafen)	Gal.		
Intensity One (Clethodim)	Gal.		
Ignite (Glufosinate, Ammonium)	Gal.		
Integrity (Safludenacil, Dimethenamid-P)	Gal.		
Harmony (Thifensulfuron-methyl)	Oz.		
Harmony Extra (Thifensulfuron-Methyl and Tribenuron-Methyl)	Oz.		
First Rate (Loransulam-Methyl)	Oz..		
Sharpen (Saflufencil)	Oz.		
Tripleflex (Acetochlor, Fumetsulam, Clopyralid)	Gal.		
Warrant (Acetochlor)	Gal.		
2,4-D Salvo	Gal.		
Atrazine	Gal.		
Matador (Metolachlor, Metribuzin, Imazethapyr)	Gal.		
Sonic (Sulfentrazone, Loransulam-Methyl)	Gal.		
Liberty (Glufosinate-ammonium)	Gal.		
Round Up Power Max 41%Glyphosate (5.5 lbs. per gallon of active ingredient)	Gal.		
Round Up Weather Max (5.5 lbs. per gallon of active ingredient)	Gal.		
L1700 (Phosphatidylcholine)	Gal.		
Princep 4L (Simazine)	Gal.		
Tombstone Insecticide (Helios)	Gal.		
Arctic Insecticide (Permetherin)	Gal.		
MSO	Gal.		
Headline	Gal.		

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SPECIFICATIONS (contd.)

HERBICIDES SERVICES/RENTALS			
DESCRIPTION	**UOM**	**Unit Price**	**Unit Price**
		Mansfield	**Marion**
Spreader Rental	Acre		
Pre-emergency Spraying	Acre		
Post-emergency Spraying	Acre		

PESTICIDES/INSECTICIDES/ADJUVANTS			
DESCRIPTION	**UOM**	**Unit Price**	**Unit Price**
		Mansfield	**Marion**
Instinct (Nitrogen Stabilizer)	Gal.		
Prosaro (Prothioconazole, Tebuconazole)	Gal.		
Weather Gard Complete	Gal.		
Interlock (Certify)	Gal.		
Quandris	Gal.		
Tilt (Propiconazole)	Gal.		
Quilt (Azoxystrobin)	Gal.		
Sniper (Bifenthrin)	Gal.		
Prosaro (Prothioconazole, Tebuconazole)	Gal.		
Weather Gard Complete	Gal.		
Franchise	Gal.		

CATEGORY IV: GRID SAMPLING/ VARIABLE RATE APPLICATION/AGRICULTURAL AND SPECIALIZED FERTILIZERS/FERTILIZER SERVICES AND RENTALS			
DESCRIPTION	**UOM**	**Unit Price**	**Unit Price**
		Mansfield	**Marion**
Grid Sampling	Per Sample		
Variable Rate Application	Per Acre		

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SPECIFICATIONS (contd.)

FERTILIZERS			
DESCRIPTION	**UOM**	**Unit Price**	**Unit Price**
		Mansfield	**Marion**
NITROGEN 28%	Ton		
46-0-0 (Urea)	Ton		
44-0-0 (Nitrogen Fertilizer)	Ton		
18-46-0 (DAP-Diammonium)	Ton		
0-0-60 (Pot Ash)	Ton		
Max in ZMB (Bomozn)	Gal.		
Zinc	Lb.		
Boron	Lb.		
Sulfur	Lb.		
AMS	Lb.		
Agrotain Ultra	Gal.		
Agrotain Plus	Lb.		
11-52-00 (MAP-Monoammonium phosphate)	Ton		
Peletted Lime	Ton		
12-40-0-S-Z (MESZ)	Ton		
21-0-0-24 (Ammonium Sulfate)	Ton		
Ag-Lime	Ton		
Accomplish LM	Gal.		
Titan	Gal.		
Re-Nforce K	Gal.		
Black Label ZN	Gal.		
Bomenz-n	Gal.		
Bomo	Gal.		
Taskforce 2	Gal.		
FERTILIZER SERVICES/RENTALS			
DESCRIPTION	**UOM**	**Unit Price**	**Unit Price**
		Mansfield	**Marion**
Blending Fee	Ton		
Delivery Fee	Ton		
Delivery and Spread	Per Acre		
Side Dress Applicator (Rental)	Per Day		

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