

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 RS902210	OPENING DATE (1:00 p.m.) MARCH 24, 2010	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC094	BID NOTICE DATE MARCH 10, 2010	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)			
<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): ALL STATE AGENCIES</u>			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: Agricultural Chemicals, Fertilizers and Seed			
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>May 1, 2010</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>March 31, 2013</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 10-01-07, 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.

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.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

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

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form 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.

SUBMITTING A BID: Bidders must submit a complete, signed competitive sealed bid, which at a minimum, should include all of the pages of the Invitation to Bid that require the bidder to respond and any additional information or samples required by the Invitation to Bid. Bids should be signed, in ink (blue is preferred), on the front page of the Invitation to Bid. Bidders are requested not to use black ink to sign the Bid. The Department of Administrative Services ("DAS") must receive bids no later than 1:00 p.m. the day the bids are scheduled for opening. Bids received after 1:00 p.m. on the scheduled date for opening will be considered as late and will not be opened. DAS receives bids during the hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, except state observed holidays. DAS does not accept bids with insufficient postage or collect on delivery. Summaries must be delivered to the following address: Department of Administrative Services, General Services Division, Office Of Procurement Services, ATTN.: Bid Desk, 4200 Surface Road Columbus, OH 43228-1385.

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.

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 seven (7) 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 seven (7) 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.

BIDDING REQUIREMENTS: Bidders should quote all lines per item as asked in the bid; failure to do so may disqualify the bidder on that item. Bidders should quote price and packaging size where applicable. Reasonable deviation may be permitted from stated packaging requirement.

EVALUATION: The contract will be awarded to the lowest responsive and responsible bidder by item. Although there will be separate item awards made, bidders are eligible to receive awards of multiple items providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the item.

AWARDS: All awards for fertilizers will be awarded by analysis category.

All herbicides, insecticides, and other agricultural chemicals, will be awarded by the unit price per item: gallon, lb., etc.

All seed, single variety, will be awarded by variety, based on the price per 50 lb. bag, delivered.

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

ELECTRONIC COMERCE PROGRAM: The state of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the state and the contractor by reducing time delays in receiving orders and payments that are associated with the existing manual processes. It is the goal of the state of Ohio to eventually conduct all procurement activities through electronic commerce technologies. Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the state of Ohio in the future. The following information is offered to assist all interested businesses in their efforts to move toward becoming a trading partner with the state of Ohio through the electronic commerce technologies. Electronic Data Interchange (EDI) is used for electronic purchase orders, invoicing, and payment of purchases. The program includes sending electronic purchase orders to the Contractor, the receipt of electronic invoices from the Contractor and the transmission of payment and remittance information back to the Contractor. A complete "Implementation Guide", for doing business with the state of Ohio using EDI, can be found on the Internet at: <http://ecedi.ohio.gov/financial/>. This guide contains all of the information necessary for a company to become EDI compliant.

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

OPI CONTACT: 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.

SPECIAL NOTE: The state of Ohio, Departments of Administrative Services and Rehabilitation and Corrections reserves the right to add additional sites for shipment.

MINIMUM ORDER: No order shall be issued against this contract for less than twenty-five (\$25.00) dollars. The minimum dollar value of any order placed against this contract, for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall be not less than three hundred (\$300.00) dollars. Orders written against this contract shall be for full drum and may be for less than full case quantities (i.e. no partial drum or can).

SEED AND PESTICIDE ORDERS TOTALING LESS THAN THREE HUNDRED (\$300.00) DOLLARS: Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item, F.O.B. destination. The cost of transportation from the vendor's address to the destination on such orders shall be prepaid and added to the invoice.

FERTILIZER ORDERS: Minimum delivery F.O.B. destination for Bag & Bulk quantities of fertilizer to be stated by bidder on pricing pages.

No minimum on pick-up and less than minimum for specified quantities for Bag & Bulk items to be imposed. Quantities under the "Less than minimum" may require an additional delivery charge.

A combination of bagged commodities is to be allowed to make up a minimum delivery.

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

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the state's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the state's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the state under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Kevin L. Boyce and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the state. The state may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

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.

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: Peggy Canada.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION:

- A. Scope: These specifications cover fertilizers, insecticides, herbicides, seed needs, spreader rental and application of restricted use products for participating agencies listed on page one (1) of the ITB, including The Department of Rehabilitation and Corrections. Department facilities that will use this contract are: Allen, Mansfield, Marion, Lebanon, London, Pickaway and Ross Correctional. Correctional Facility locations and address are available at the web site: <http://www.drc.ohio.gov/web/prisprog.htm>
- B. Classification:
1. Agricultural and specialized fertilizers and fertilizer materials.
 - a. Granular – A dust free “manufactured” fertilizer, in which each granule has nearly homogenized composition and particle size is nearly uniform.
 - b. Liquid – A free flowing fluid mixture of fertilizer or fertilizer materials.
 - c. Blend – A mixture of granular fertilizer materials, but still maintaining uniformity of ingredient contents.
 2. Pesticides
 - a. Type I - Herbicides
 - b. Type II - Insecticides

II. REQUIREMENTS:

A. AGRICULTURAL AND SPECIALIZED FERTILIZERS:

1. Applicable Documents
 - a. Federal Specifications O-F-241D, “Fertilizer, Mixed, Commercial”, and all latest revisions
 - b. Ohio Fertilizer Law, Revised Code 905, Applicable Sections
 - c. Ohio Department of Agriculture Regulations 901:5-1-01 through 901:5-1-06, “Regulations Adopted under the provisions of the Ohio Fertilizer Law”
 - d. All vendors must be licensed vendors to manufacture or distribute agricultural fertilizer in the state of Ohio

Please list your Ohio Dept. of Agriculture License Number: _____

2. Requirements
 - a. 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.
 - b. The labeling, weighing and selling of agricultural fertilizers and fertilizing materials shall be in accordance with the Ohio Regulations governing the activities.
 - c. Only industry standard fillers or conditioners shall be used, like limestone, sand, corncob, dolomite, etc. Usage of “chert” as a filler is not acceptable.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

2. Requirements (Cont'd.)
 - d. 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).
3. Quality Verification through Inspection and Test Procedures
 - a. Samples may be taken at anytime 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.
 - b. Sampling and testing shall be done in accordance with Ohio Department of Agriculture Procedures as adopted from the Association of Official Analytical Chemists.
 - c. Fertilizers containing inappropriate fillers, i.e. "chert", etc. will be returned at the contractor's expense.
4. Packaging
 - a. For fertilizers and fertilizing materials purchased in bulk, the loading and shipping must conform to the applicable carrier rules and regulations.
 - b. For fertilizers and fertilizing materials purchased in bags, the bags must conform to industry standards.
 - c. If there is any deviation in packaging, i.e. weight per bag, gallons per carton, etc., and the bidder must specify his packaging in this bid or on company letterhead, as an attachment to the bid.
 - d. 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.

B. PESTICIDES:

1. Applicable Documents
 - a. Ohio Pesticide Law, Revised Code Section 921.01 through 921.28 and Section 921.99
 - b. Ohio Pesticide Companies and Products List
 - c. Ohio Department of Agriculture Regulations 901:5-11-01 through 901:5-11-08
 - d. Federal Insecticide, Fungicide, and Rodenticide Act (F, U.S.C. 136 at seq.)
2. Requirements
 - a. 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.
 - b. Packaging and labeling shall be as required by the applicable documents stated above.
 - c. Technical data sheets must be submitted upon request, prior to or after the award of the bid.
 - d. All bidders/contractors must have a current license, from the Ohio Dept. of Agriculture, to sell restricted pesticides.

PLEASE STATE YOUR LICENSE NUMBER: _____

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

C. SEED NEEDS:

1. Applicable Documents (If applicable):
 - a. Ohio Seed Law, Revised Code Sections 907.01 through 907.17 and Section 907.99, latest revision
 - b. Ohio Department of Agriculture Regulation 901:5-31-01, "Prohibited and Secondary Noxious Weed Lists", latest revision and 901:5-37-01, "Prohibited Noxious Weeds", latest revision
2. Requirements
 - a. All seeds must be from last available crop and the proper inoculants and qualities must be furnished with each, as applicable.
3. Quality Verification through Inspection and Test Procedures
 - a. Samples may be taken at anytime from deliveries made through these contract specifications and tested for analysis as guaranteed by the person selling the seed.
 - b. Sampling and testing is to be done in accordance with Ohio Department of Agriculture Procedures.
4. Packaging and Labeling
 - a. Packages must be of a type standard in the industry.
 - b. Labels must be of a type and contain information as required by Ohio Seed Law Section 907.03, as applicable.

III. 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 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. BIDDER: INDICATE: RECYCLED PACKAGING MATERIALS USED IN ITEMS: #2 , 95%
- D. Literature: When bidding alternates, descriptive literature of the product(s) bid is to be submitted to the Office of State Purchasing with the bid or prior to the scheduled opening date. FAILURE TO PROVIDE THE 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": Designed to meet OSHA requirements pursuant to any hazardous effect which may be caused due to any chemical compound and/or formulation of any item bid shall be sent, by the successful contractor, upon request with all initial shipments going to various destinations as ordered after

PRICING SCHEDULE

FERTILIZERS

ITEM ID NO.	DESCRIPTION	UNIT PRICE	VENDOR'S PACKAGING
15962	NITROGEN 28%	\$	
15963	46-0-0	\$	
15964	18-13-21	\$	
15965	4-10-37	\$	
15966	5-9-40	\$	
15967	3-10-46	\$	
15968	21-0-0-24S	\$	
15969	ESN	\$	
15970	25-0-0-3	\$	
15971	18-46-0	\$	
15972	0-0-60	\$	
15973	11-52-00	\$	
15974	Zinc	\$	
15975	Boron	\$	
15976	Sulfur	\$	
15977	AMS	\$	
15978	Round Up w/41%Glyphosate	\$	

Note: Minimum Delivery on fertilizer is 5 tons. Does not include Zinc, Boron, Sulfur, AMS and Roundup w/41% Glyphosate.

PRICING SCHEDULE

CHEMICALS: (HERBICIDES/INSECTICIDES)

ITEM ID NO.	DESCRIPTION	UNIT PRICE	VENDOR'S PACKAGING
15987	LI700	\$	
15988	Princep 4L	\$	
15989	Guardsman Max	\$	
15990	Arctic Insecticide (Permetherin)	\$	
15991	Gramoxone Extra	\$	
15992	X-77 Surfactant (80/20 Surfactant)	\$	
15993	Agrotain	\$	
15994	Alliance Surfactant MS Based (80/20 Surfactant)	\$	
15995	Max in ZMB (Bomozn)	\$	
15996	Sterling Blue (Rifle)	\$	
15997	Canopy Herbicide	\$	
15998	Superb Crop Oil (Herbimax)	\$	
15999	Degree Extra	\$	
16013	Interlock (Certify)	\$	
16014	Dimetric Herbicide (Metribuzin)	\$	
16015	Hornet	\$	
16016	Tombstone Insecticide (Helios)	\$	

PRICING SCHEDULE

CHEMICALS: (HERBICIDES/INSECTICIDES)

ITEM ID NO.	DESCRIPTION	UNIT PRICE	VENDOR'S PACKAGING
16017	Sure Start Herbicide	\$	
16018	Valor xlt	\$	
16019	Dekalb Corn (RR)	\$	
16067	Dekalb Corn (VT3)	\$	
16020	Oats (Non Specific)	\$	
16021	Sorghum (SX-17)	\$	
16022	Asgrow (Soybeans)	\$	
16023	Spreader Rental for Allen Correctional	\$	
	Application of pre- emergence and/or post – emergence Herbicides and/or Insecticides:		
16024	Allen Correctional	\$	
16025	Mansfield Correctional	\$	
16026	Marion Correctional	\$	
16027	Lebanon Correctional	\$	
16028	London Correctional	\$	
16029	Pickaway Correctional	\$	
16030	Ross Correctional	\$	

Minimum of 50 acres.

BID SUBMISSION CHECK-OFF LIST

The following information is provided for the bidder's convenience. All required documentation should be attached to the bidder's response, however, not all items are required before the reverse auction. This checklist does not guarantee that the bidder is in compliance with all submittal requirements as stated in this bid. It is the bidder's responsibility to thoroughly review and respond to all of the submittal requirements as stated in this bid.

<u>Page Reference</u>	<u>* Mandatory Submittals to Accompany the Bid Response</u>	<u>Submitted</u>
Page 1	Bid Cover Page Submitted And Signed (Blue Ink)	_____
Page 2	Buy Ohio & Domestic Preferences	_____
Pages 9 - 11	Pricing Schedule Pages	_____
 <u>** Submittals Required During the Evaluation Process</u>		
Page 2	Completed Assistance to Terrorists Declaration (DMA) Form	_____
Page 5	Disclosure Of Subcontractor / Joint Ventures	_____
Page 2 of 11, I-26 ***	Product Samples (Upon Request)	_____
Page 8 of 11, I ***	Affirmative Action Program Verification	_____
Page 9 of 11, S-3 ***	Federal Taxpayer Identification Form W-9	_____
Page 10 of 11, S-12 ***	Worker's Compensation	_____
Page 10 of 11, S-13 ***	Automobile And General Liability Insurance	_____
Page 11 of 11, S-20 ***	Ohio Ethics	_____

* Mandatory submissions must be submitted with the Bid Response. Failure to submit these documents shall deem the Bidder as not responsive and their Bid will be disqualified.

** Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. After notification by the State, failure to provide these documents as required, will cause your Bid to be deemed as not-responsive, and no further consideration for award will be given.

*** These submittals are found in the Instructions: Terms and Conditions for Bidding. The link is provided on the coverpage.