

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: GRASS SEED AND AGRICULTURAL CHEMICALS

CONTRACT No.: OT901713

EFFECTIVE DATES: 12/01/12 to 11/30/14
Renewal through 06/30/16*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901713 that opened on 10/31/12. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including [the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#) (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Natural Resources, 2045 Morse Road G-2, Columbus, Ohio 43229, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

* Indicates renewal of contract for an additional four (4) months effective 03/01/2016 through 06/30/2016.

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

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 inquiries 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.

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.

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 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 (e.g. 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.

EVALUATION: Evaluation will be based on Categories I-V listed within the bid documents therefore all items in Categories I - V must have a bid. Failure to bid all items in Categories I-V may deem the bidder non-responsive and the Bid response may be disqualified with no further consideration given. Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, DAS will calculate extended price by utilizing the following formula:

$$\text{Estimated Usage} \times \text{Unit Price per Required Unit of Measure (UOM)} = \text{Extended Price}$$

Failure to bid all items in 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.

CONTRACT AWARD: Bidders are eligible to receive awards of multiple districts providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the district. Districts are provided in Attachment A.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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.

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) annually 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".

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

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 Department of Administrative Services, General Services Division, Office of Procurement, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Geraldine Berry.

EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Contractor affirms to have read and understands [Executive Order 2011-12K](#) and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure form attachment to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

GENERAL SPECIFICATIONS

I. SCOPE

These specifications cover agricultural and specialized fertilizers, fertilizer materials, pesticides, grass seed and grass seed mixtures used to sow lawns and other large areas requiring ground cover.

II. CLASSIFICATION

A. Fertilizers and Micronutrients

1. Granular – A dust free “manufactured” fertilizer, in which each granule has nearly homogenized composition and particle size is nearly uniform.
2. Liquid – A free flowing fluid mixture of fertilizer or fertilizer materials.
3. Blend – A mixture of granular fertilizer materials, but still maintaining uniformity of ingredient contents.
4. 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.
 - 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).
5. Quality Verification through Inspection and Test Procedures
 - a) 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.
 - 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.
6. 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) 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.

GENERAL SPECIFICATIONS (Cont'd.)

B. Chemicals-Pesticides

1. Fungicide, Insecticides and Herbicides

- 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 with bid proposal.

C. Grass Seed

1. Switchgrass - used in naturalized areas and considered a warm season bunch grass.

2. Double Eagle Rye - blended ryegrass for short (9/16") driving range tee

3. RGR Barbeta (Creeping Ryegrass) - regenerating perennial ryegrass used for over seeding fairways, rough areas and refilling divots on tees.

4. Pennway Creeping Bentgrass - blend of common uncertified bentgrasses used for tee and fairway over seeding.

5. Requirements

- a) All grass seeds and grass seed mixtures offered as a result of a contract award must meet the requirements as set forth by the Ohio Seed Law and the latest revisions thereof.
- b) Weed seeds shall pertain to those as defined by type listed in Ohio Department of Agriculture Regulation 901:5-31-1 and 901:5-37-01, latest revision.
- c) All seeds must be from last available crop and the proper inoculants and qualities must be furnished with each legume.
- d) Noxious weeds must be indicated and rejected as per Ohio Seed Law and these specifications.
- e) Upon request, the grass seeds ordered by the Ohio Department of Natural Resources (ODNR) must be furnished and/or delivered in separate containers by variety and lot number with the lot number clearly indicated on the container. An ODNR representative will draw a four (4) ounce sample of every lot of seeds to be tested. Seeds will be analyzed by the Ohio Department of Agriculture, Division of Plant Industry, Seed Testing Laboratory. The required analysis will be completed before the seeds are sown by ODNR. It will be the full responsibility of the contractor to notify the ODNR representative of seed to be sampled and for the required analysis. A minimum period of thirty (30) days should be allowed for a complete analysis of seeds. No seed will be accepted with a date of test exceeding nine (9) months prior to the date of sowing. ODNR will assume no responsibility for delay occasioned by the failure of the contractor to request such sampling and testing.
- f) Pure Live Seed (PLS) is computed by multiplying purity time's germination or germination plus hard seed and dividing by one hundred (100). If either purity or germination is less than the stated standards, the remaining factor must be higher than the stated standards so that the PLS shall be greater than or equal to the stated minimum.

6. Quality Verification through Inspection and Test Procedures

- a) Samples may be taken at any time 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.

GENERAL SPECIFICATIONS (Cont'd.)

7. 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.

III. **LICENSING REQUIREMENTS**

A. **FERTILIZERS AND MICRONUTRIENTS**

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

2. Ordering and Shipping Requirements:

- a) 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).
- b) On 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.
- c) On fertilizer orders a minimum delivery F.O.B. destination for Bag & Bulk quantities of fertilizer is to be stated by bidder on pricing pages. No minimum on fertilizer 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.
- d) A combination of bagged commodities is to be allowed to make up a minimum delivery.

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

All bidders/contractors must have a current license, from the Ohio Dept. of Agriculture, to sell restricted pesticides. . License must be provided with the Bid. If omitted, 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.

GENERAL SPECIFICATIONS (Cont'd.)

C. GRASS SEED

1. Applicable Documents
 - 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. Quality Verification through Inspection and Test Procedures
 - a) Samples may be taken at any time 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.

IV. 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 better 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. 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.

PRICE SCHEDULE

OAKS ITEM ID. NO	DESCRIPTION	AQUATIC CONTROL INC.	HELENA CHEMICAL COMPANY	JOHN DEERE LANDSCAPES	RED RIVER SPECIALTIES, INC.
FERTILIZERS AND MICRONUTRIENTS					
23494	Ammonium Sulfate 21-0-0 (SOLUBLE)	N/A	\$.33/LB	\$.33/LB	N/A
23495	Urea 46-0-0 (SOLUBLE)	N/A	\$.36/LB	\$.45/LB	N/A
23496	Umaxx 47-0-0 (SOLUBLE)	N/A	\$.70/LB	N/A	N/A
23497	Diamond K 0-0-50 (SOLUBLE)	N/A	\$.66/LB	\$.57/LB	N/A
23498	Milorganic 6-2-0	N/A	\$.25/LB	N/A	N/A
23499	Gypsum (PELLETIZED)	N/A	N/A	\$.18/LB	N/A
23500	SCU 50% + Merit 32-3-8	N/A	N/A	\$.57/LB	N/A
CHEMICALS-FUNGICIDES					
**23501	Docket 54% Chlorothalonil	N/A	\$36.66/GAL	\$30.69/GAL	N/A
*23502	Daconil 54% Chlorothalonil	N/A	\$57.00/GAL	\$61.00/GAL	N/A
GRASS SEED					
23503	Pennway Bentgrass	N/A	N/A	\$5.79/LB	N/A
*23504	Switchgrass	N/A	N/A	\$10.22/LB	N/A
*23505	Double Eagle Rye	N/A	N/A	\$1.44/LB	N/A
*23506	Assure	N/A	N/A	\$1.324/LB	N/A
23507	Legacy	N/A	N/A	\$1.00/LB	N/A
*23508	Advantage 3-WAY Blend	N/A	N/A	\$1.548/LB	N/A
*23509	RGR Barbeta Creeping Rye Grass	N/A	N/A	\$1.352/LB	N/A

* Reflects price increase on John Deere Landscapes.

** Reflects price increase on Helena Chemical.

NOTE: All pricing for additional items will be reviewed by DAS to ensure comparability to market prices. DAS has the right to refuse any/all pricing in this section.

The following discounts are offered for any item not listed:

Aquatic Control Inc.

Varies by product

Helena Chemical Co:

0%

John Deere Landscapes

5-10% (varies by product)

Red River Specialists, Inc.

0%

PRICE SCHEDULE

OAKS ITEM ID. NO	DESCRIPTION	AQUATIC CONTROL INC.	HELENA CHEMICAL COMPANY	JOHN DEERE LANDSCAPES	RED RIVER SPECIALTIES, INC.
CHEMICALS-HERBICIDES					
23510	Quicksilver Carfentrazone-21%	N/A	\$1,824.00/GAL	\$2,432.00/GAL	N/A
*23511	Pendulum Pendimethalin (2% GRANULAR/37.4% LIQUID)	N/A	\$1.42/LB	\$.54/LB	N/A
*23512	Freehand Dimethenamid 75% Pendimethalin 1%	N/A	\$1.70/LB	\$1.83/LB	N/A
23513	Copper Sulfate	\$1.49/LB	\$1.75/LB	\$3.87/LB	N/A
23514	Surfactants	\$17.87/GAL	\$9.98/GAL	\$23.50/GAL	N/A
23515	Rodeo	N/A	\$17.80/GAL	\$22.80/GAL	\$23.85/GAL
23516	Sonar (GRANULAR)	\$29.40/LB	N/A	\$40.42/LB	N/A
23517	Sonar (LIQUID)	\$1,940.41/GAL	\$1,698.00/GAL	\$1,627.00/GAL	N/A
*23518	Roundup	N/A	\$17.50/GAL	\$18.60/GAL	N/A

* Reflects price increase on John Deere Landscapes.

NOTE: All pricing for additional items will be reviewed by DAS to ensure comparability to market prices. DAS has the right to refuse any/all pricing in this section.
 The following discounts are offered for any item not listed:

Aquatic Control Inc.	Varies by product	Helena Chemical Co:	0%
John Deere Landscapes	5-10% (varies by product)	Red River Specialists, Inc.	0%

PRICE SCHEDULE: ADDITIONAL ITEMS

OAKS ITEM ID. NO	DESCRIPTION	AQUATIC CONTROL INC.	HELENA CHEMICAL COMPANY	JOHN DEERE LANDSCAPES	RED RIVER SPECIALTIES, INC.
ADDITIONAL ITEMS: HERBICIDES					
23519	Glyphosate 54%	N/A	\$17.50/GAL	\$22.80/GAL	N/A
*23520	Glyphosate 41%	N/A	\$19.00/GAL	\$17.51/GAL	\$21.48/GAL
23521	Aquatic Glyphosate	\$19.32/GAL	\$17.80/GAL	\$22.80/GAL	\$23.85/GAL
25322	Triclopyr Tea Salt 44%	N/A	N/A	N/A	\$54.20/GAL
23523	Triclopyr Butoxy Ethyl Ester 62%	N/A	N/A	N/A	\$63.20/GAL
23524	3A Triclopyr	N/A	\$46.95/GAL	N/A	\$54.20/GAL
23525	4 Triclopyr	N/A	\$54.00/GAL	N/A	\$63.20/GAL
*23526	Garlon 3A	N/A	\$67.00/GAL	\$73.00/GAL	\$75.80/GAL
23527	Garlon 4 Ultra	N/A	\$77.00/GAL	\$73.00/GAL	\$84.80/GAL
23528	Element 3A	N/A	\$67.00/GAL	N/A	\$54.20/GAL
23529	Millenium Ultra 2 2, 4D-37% Cloprralid-2.54% / Dicamba 4.65%	N/A	\$53.97/GAL	N/A	N/A
23530	Plateau	N/A	N/A	N/A	\$149.80/GAL
23531	Dimension EC Dithiopyr-12.7%	N/A	\$182.00/GAL	\$254.30/GAL	N/A

*Reflects price increase on John Deere Landscapes.

NOTE: All pricing for additional items will be reviewed by DAS to ensure comparability to market prices. DAS has the right to refuse any/all pricing in this section.
 The following discounts are offered for any item not listed:

Aquatic Control Inc.	Varies by product	Helena Chemical Co:	0%
John Deere Landscapes	5-10% (varies by product)	Red River Specialists, Inc.	0%

PRICE SCHEDULE: ADDITIONAL ITEMS

OAKS ITEM ID. NO	DESCRIPTION	AQUATIC CONTROL INC.	HELENA CHEMICAL COMPANY	JOHN DEERE LANDSCAPES	RED RIVER SPECIALTIES, INC.
ADDITIONAL ITEMS: HERBICIDES					
23532	Dimension Ultra 40 WP	N/A	\$38.00/LB	\$53.60/LB	N/A
23533	Treflan Trifluralin-44.5%	N/A	\$.51/LB	\$.71/LB	N/A
23534	Battleship MCPA-38% Triclopyr-4% / Clopyralid-1.3%	N/A	\$49.00/GAL	N/A	N/A
23535	Weedestroy AM-40 2,4 D Amine Salt 47%	N/A	N/A	N/A	\$19.80/GAL
23536	Weedar 64	N/A	\$19.09/GAL	N/A	N/A
23537	Trimec Bentgrass Formula 2, 4 D, MCPP, Dicamba	N/A	\$31.50/GAL	\$26.00/GAL	N/A
23538	Super Trimac-Strike 2, 4 D, MCPP, Dicamba	N/A	\$67.00/GAL	N/A	N/A
23539	Drive Quinclorac-75%	N/A	\$31.00/LB	\$38.75/LB	N/A
23540	Prograss Ethofumesate-19%	N/A	\$135.00/GAL	\$164.00/GAL	N/A
*23541	Tenacity Mestrione-40%	N/A	\$747.00/GAL	\$761.00/GAL	N/A
23542	Surflan Orzalin-40.4%	N/A	\$46.00/GAL	\$63.50/GAL	N/A

* Reflects price increase on John Deere Landscapes.

NOTE: All pricing for additional items will be reviewed by DAS to ensure comparability to market prices. DAS has the right to refuse any/all pricing in this section.
 The following discounts are offered for any item not listed:

Aquatic Control Inc.	Varies by product	Helena Chemical Co:	0%
John Deere Landscapes	5-10% (varies by product)	Red River Specialists, Inc.	0%

PRICE SCHEDULE ADDITIONAL ITEMS

OAKS ITEM ID. NO	DESCRIPTION	AQUATIC CONTROL INC.	HELENA CHEMICAL COMPANY	JOHN DEERE LANDSCAPES	RED RIVER SPECIALTIES, INC.
ADDITIONAL ITEMS: HERBICIDES					
*23543	Freehand Dimethenamid-75% Pendimethalin-1%	N/A	\$1.70/LB	\$1.83/LB	N/A
23544	Nautique Copper Carbonate-15.9%	\$34.90/GAL	\$19.00/GAL	N/A	N/A
23545	Cultrine Plus Chelated Elemental Copper-3.7%	N/A	\$20.38/GAL	\$27.90/GAL	N/A
23546	Cultrine (LIQUID FORM)	\$20.95/GAL	N/A	\$28.85/GAL	N/A
23547	Pathway Picloram	N/A	\$32.00/GAL	N/A	N/A
23548	Imazapyr	N/A	N/A	\$12.00/GAL	N/A
23549	Prodiamine 65 WDG Prodiamine	N/A	\$10.33/LB	\$30.73/LB	\$14.58/LB
23550	Sureguard Flumioxazin	N/A	\$116.00/LB	\$184.50/LB	N/A
23551	Reward (LIQUID FORM)	\$79.00/GAL	\$43.00/GAL	\$110.00/GAL	\$99.80/GAL
23552	Aquaneat (LIQUID FORM)	N/A	\$21.50/GAL	\$22.80/GAL	\$24.50/GAL
23553	Glystar (LIQUID FORM)	N/A	\$19.00/GAL	N/A	N/A

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NOTE: All pricing for additional items will be reviewed by DAS to ensure comparability to market prices. DAS has the right to refuse any/all pricing in this section.
 The following discounts are offered for any item not listed:

Aquatic Control Inc.	Varies by product	Helena Chemical Co:	0%
John Deere Landscapes	5-10% (varies by product)	Red River Specialists, Inc.	0%

PRICE SCHEDULE ADDITIONAL ITEMS

OAKS ITEM ID. NO	DESCRIPTION	AQUATIC CONTROL INC.	HELENA CHEMICAL COMPANY	JOHN DEERE LANDSCAPES	RED RIVER SPECIALTIES, INC.
ADDITIONAL ITEMS: INSECTICIDES					
23554	Merit (GRANULAR)	N/A	\$.69/LB	\$.34/LB	\$11.80/LB
23555	MERIT 75 WSPs	N/A	\$2.56/OZ	\$4.07/OZ	\$4.80/OZ
23556	Imidachloprid 2F T & O	N/A	\$52.00/GAL	\$73.82/GAL	N/A
23557	Wisdom Bifenthrin	N/A	\$29.00/GAL	N/A	N/A
23558	Talstar GC (GRANULAR)	N/A	\$.74/LB	\$.99/LB	N/A
23559	Aloft SC	N/A	\$496.00/GAL	\$992.00/GAL	N/A
23560	Acelepryn	N/A	N/A	\$1,795.00/GAL	N/A
ADDITIONAL ITEMS: FUNGICIDES					
**23562	Bayelton	N/A	\$600.00/GAL	\$540.00/GAL	N/A
*23563	Daconil Action	N/A	\$69.00/GAL	\$76.00/GAL	N/A
23564	Cleary 3336 WP	N/A	\$8.50/LB	\$14.84/LB	N/A
23565	Cleary 3336 WSB	N/A	\$8.50/LB	N/A	N/A
23566	Cleary 3336 (LIQUID)	N/A	\$42.22/GAL	\$130.00/GAL	N/A
23567	Spotrete Thiram	N/A	\$43.16/GAL	\$52.28/GAL	N/A
23568	Chipco 26 GT Iprodione	N/A	\$43.00/LB	\$37.45/LB	N/A

* Reflects price increase on John Deere Landscapes.

* Reflects price increase on John Deere Landscapes.

NOTE: All pricing for additional items will be reviewed by DAS to ensure comparability to market prices. DAS has the right to refuse any/all pricing in this section.

The following discounts are offered for any item not listed: Aquatic Control Inc. **Varies by product** Helena Chemical Co: **0%**
 John Deere Landscapes **5-10% (varies by product)** Red River Specialists, Inc. **0%**

PRICE SCHEDULE ADDITIONAL ITEMS

OAKS ITEM ID. NO	DESCRIPTION	AQUATIC CONTROL INC.	HELENA CHEMICAL COMPANY	JOHN DEERE LANDSCAPES	RED RIVER SPECIALTIES, INC.
ADDITIONAL ITEMS: FUNGICIDES					
23569	Banner Propiconazole	N/A	\$68.00/GAL	\$106.00/GAL	N/A
23570	Fitness Concentrated Propiconazole	N/A	\$115.00/GAL	N/A	N/A
23571	Spectator Concentrated Propiconazole	N/A	\$115.00/GAL	\$134.12/GAL	N/A
ADDITIONAL ITEMS: FERTILIZERS AND MICRONUTRIENTS					
23572	11-52-00 Greensgrade Only	N/A	N/A	\$.70/LB	N/A
23573	Award 14-14-14 Container & Shrub Fertilizer	N/A	N/A	\$.53/LB	N/A
23574	Profile Greensgrade	N/A	N/A	\$.28/LB	N/A
ADDITIONAL ITEMS: GROWTH REGULATORS					
23575	Legacy	N/A	\$350.00/GAL	\$380.00/GAL	N/A
23576	Primo	N/A	\$274.00/GAL	\$274.00/GAL	N/A
23577	Podium	N/A	\$161.00/GAL	N/A	N/A
23578	T-Nex	N/A	\$125.00/GAL	N/A	N/A
23579	Cutless	N/A	\$325.00/GAL	\$610.97/GAL	N/A

NOTE: All pricing for additional items will be reviewed by DAS to ensure comparability to market prices. DAS has the right to refuse any/all pricing in this section. The following discounts are offered for any item not listed:

Aquatic Control Inc.	Varies by product	Helena Chemical Co:	0%
John Deere Landscapes	5-10% (varies by product)	Red River Specialists, Inc.	0%

PRICE SCHEDULE ADDITIONAL ITEMS

OAKS ITEM ID. NO	DESCRIPTION	AQUATIC CONTROL INC.	HELENA CHEMICAL COMPANY	JOHN DEERE LANDSCAPES	RED RIVER SPECIALTIES, INC.
ADDITIONAL ITEMS: PRE-EMERGENCE FOR BEDDING AND TURF					
23580	Preen Plus	N/A	N/A	\$.54/LB	N/A
23581	Freehand	N/A	\$1.70/LB	\$1.69/LB	N/A
23582	Barricade	N/A	\$20.25/LB	N/A	N/A
23583	Cavalcade	N/A	\$10.33/LB	N/A	N/A
23584	Drive 75-DF	N/A	\$31.00/LB	\$38.75/LB	N/A
ADDITIONAL ITEMS: WETTING AGENTS					
23585	Mizer Loveland	N/A	\$19.00/GAL	N/A	N/A
**23586	Surfactant Non-Iconic	\$17.87/GAL	\$12.98/GAL	\$23.50/GAL	N/A
ADDITIONAL ITEMS: MISCELLANEOUS SUPPLIES					
23587	Tank Anti-Foamer	N/A	\$33.00/GAL	\$35.20/GAL	N/A
23588	Disclose Tank PH Reducer	N/A	\$31.00/GAL	\$30.95/GAL	N/A
23589	Trekker Trax Loveland Boom Foam Marker Agent	N/A	\$38.00/GAL	\$35.95/GAL	N/A
23590	LI 700	N/A	\$31.00/GAL	N/A	N/A
23591	Spray Tank Cleaner	N/A	\$6.50/LB	\$3.13/LB	N/A

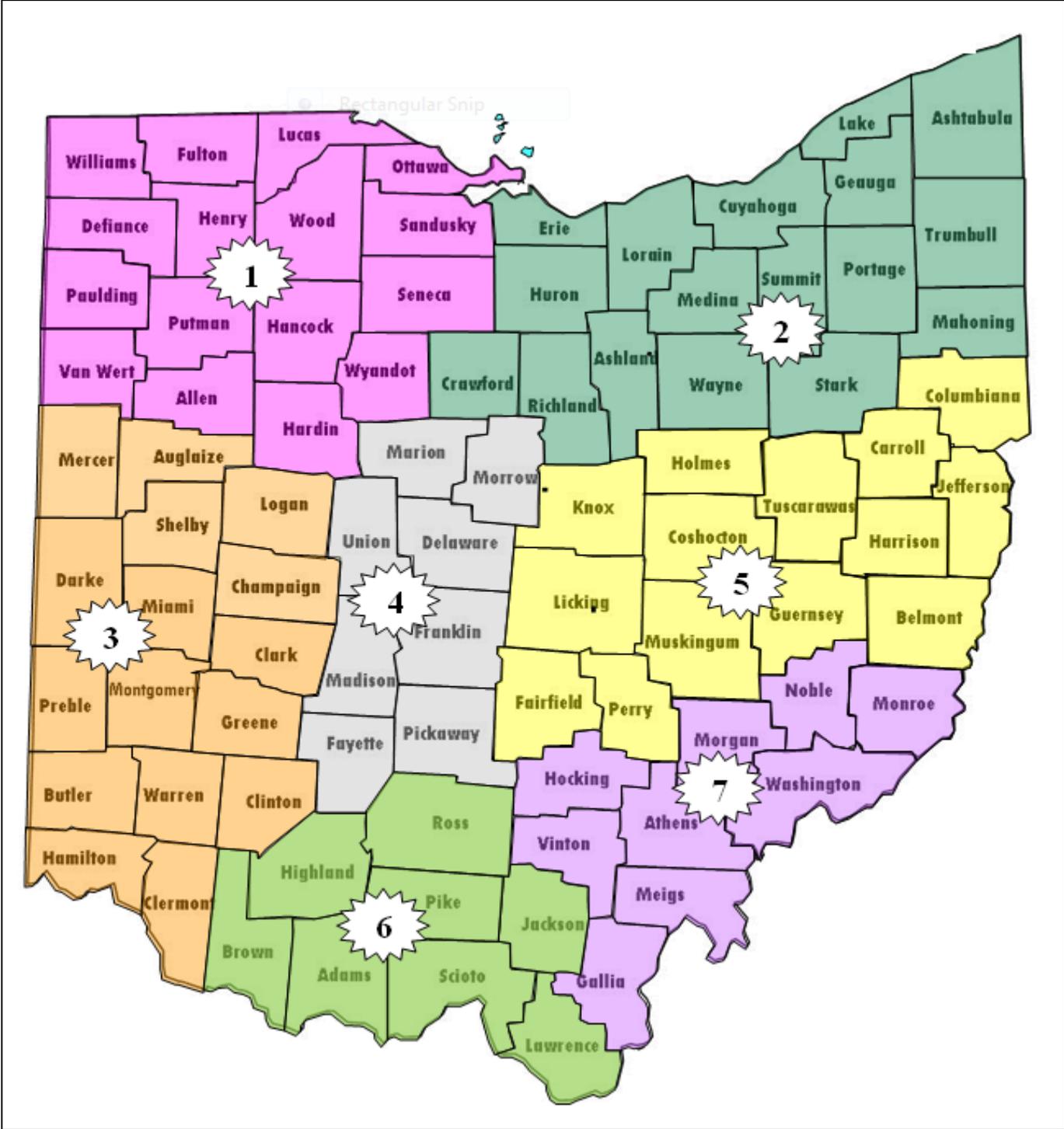
**Reflects price increase for Helena Chemical.

NOTE: All pricing for additional items will be reviewed by DAS to ensure comparability to market prices. DAS has the right to refuse any/all pricing in this section.

The following discounts are offered for any item not listed:

Aquatic Control Inc.	Varies by product	Helena Chemical Co:	0%
John Deere Landscapes	5-10% (varies by product)	Red River Specialists, Inc.	0%

ATTACHMENT A



CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: OT901713-1



OAKS ID. NO.: 82157
Aquatic Control, Inc.
418 West St. Rd. 258
Seymour, IN 47274

TERMS: Net 30 Days

DELIVERY: as specified

CONTRACTOR'S CONTACT: Matthew Johnson

Toll Free: (800) 753-5253
Telephone: (812) 497-2410
FAX: (812) 497-2460

E-mail: mattj@aquaticcontrol.com

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: OT901713-2



OAKS ID NO.: 78229
Helena Chemical Company
800 Distribution Drive
Columbus, OH 43228

TERMS: Net 30 Days

DELIVERY: as specified

CONTRACTOR'S CONTACT: Chad Allen

Telephone: (614) 604-2854
FAX: (614) 275-4270

E-mail: allencm@helenachemical.com

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: OT901713-3



OAKS ID NO.: 151163
John Deere Landscapes
1385 East 36th Street
Cleveland, OH 44114

TERMS: Net 30 Days

DELIVERY: as specified

CONTRACTOR'S CONTACT: Bids Department

Toll Free: (800) 321-5325
Telephone: (216) 706-9250
FAX: (248) 581-1433

E-mail: bids@johndeerelandscapes.com

CONTRACTOR INDEX (CONTINUED)

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: OT901713-4



OAKS ID. NO.: 79637
Red River Specialties, Inc.
9211 E. Jackson Street
Selma, IN 47383

TERMS: 2%, 10 Days, Net 30 Days

DELIVERY: as specified

REMITTANCE ADDRESS:

Red River Specialties, Inc.
P.O. Box 116989
Atlanta, GA 30368-6989

CONTRACTOR'S CONTACT: Greg Ressler

Toll Free: (800) 616-4221
Telephone: (317) 753-7740
FAX: (765) 289-4451

E-mail: bid.clerk@rrsi.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
7	03/01/16	This amendment is issued to renew the contract by mutual agreement for an additional four (4) months 03/01/2016 through 06/30/2016 and to reflect cost adjustment for Helena Chemical and John Deere Landscaping.
6	12/01/15	This amendment is issued to extend the contract by mutual agreement for an additional three (3) months through 02/29/2016.
5	05/08/15	This amendment is issued to renew the contract by mutual agreement for an additional six (6) months through 11/30/2015 and to reflect a price increase on Aquatic Controls, Inc. OAKS Item Numbers 23516, 23517 and 23544.
4	03/13/15	This amendment is issued to reflect price increase on Helena Chemical Company's OAKS Item Number 23501 and the reassignment of contract analyst.
3	12/01/14	This amendment is issued to renew the subject contract for an additional six (6) months, effective December 1, 2014 through May 31, 2015
2	06/13/14	This amendment is issued to correct the unit of measure for OAKS Item#23568 from gallons to pounds for John Deere Landscapes.
1	03/13/13	This amendment is issued to remove OAKS Item# 23560 from the products available through Helena Chemical Company.