

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: LABORATORY TESTING SERVICES FOR SEEDS: VEGETABLE AND FLOWER, GRASSES, LEGUMES AND CEREALS

CONTRACT No.: OT904410

EFFECTIVE DATES: 01/01/10 to 12/31/13
Renewal through 12/31/15*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904410 that opened on 11/16/09. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to OHIO DEPARTMENT OF AGRICULTURE, SEED SECTION, 8995 EAST MAIN STREET, REYNOLDSBURG, OH 43068-3399, as applicable.

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

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

Questions regarding this and/or the Requirements Contract may be directed to:

Geraldine Berry, CPPB
geraldine.berry@das.ohio.gov*

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

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

*Renewal of the contract by mutual agreement for an additional 12 months effective 01/01/15 through 12/31/15.

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: Information regarding submission of questions and clarifications for this bid is provided on page one (1) of the bid. Through the indicated inquiry closure date, bidders may visit the State Purchasing website to post bid related questions at www.ohio.gov/procure. Answers to all bidder questions will be posted on the State Purchasing website and linked to the bid number. 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, 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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". Failure to bid all items may result in the bidder being deemed as not-responsive.

CONTRACT AWARD: A Contract will be awarded to all responsive and responsible bidders. There may be multiple awardees on this Contract.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of State Purchasing. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the bidder being deemed as not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the contract.

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

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 State Purchasing 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.

FIXED-PRICE WITH COST ADJUSTMENT: During the life of the contract, there may be a new published price list thereto. In this event, it will be necessary for the Contractor to supply the Office of State Purchasing with one (1) copy as applicable. Pricing contained in the new price list will become effective thirty (30) days after receipt of notice by the Office of State Purchasing. Thereafter, the Ohio Department of Agriculture may obtain the new catalog and/or price list from the Contractor.

SPECIAL CONTRACT TERMS AND CONDITIONS

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The Contractor must provide merchandise in unit quantity(s) as indicated in the bid/bid response/contract.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the bidder's response. Exceptions will not disqualify a bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal proposals that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the bidder's proposal.

METHOD OF ORDER PLACEMENT:

- A. The State may notify all Contractors of an available lot of samples that require testing: type of seeds, number of samples, and types of tests required.
- B. Contractors will respond to the State within twenty-four (24) hours of notification, or the next regular business day, and declare what portion of the available lot that they are prepared to accept. The State will then declare to all of the responding Contractors its' intent to ship samples to certain Contractors and to project shipping/delivery dates. Initial response by the State will be electronic followed by a formal purchase order.
- C. By accepting a portion of the lot for testing, the Contractor also agrees to abide by S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS and by the State's timeline for timely performance based on AOSA guidelines (reference Sections V and VI).

AUTOMOBILE LIABILITY: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility. Refer to the Bidder Automobile Liability Checklist on Bid Page 20.

USAGE REPORTS: Every twelve (12) 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: Jan Jacobs.

These reports are in addition to any other reports required by the agency as detailed in herein.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

The Department of Administrative Services, Office of State Purchasing (DAS), is requesting bids for seed testing laboratory services on behalf of the Ohio Department of Agriculture, Seed Section (ODA). The term of any contract resulting from this bid will be January 01, 2010 through December 31, 2013. Supplemental Contract Terms and Conditions S-6 also provides for up to twenty-four (24) additional months of contract renewal by mutual agreement of all parties.

II. CLASSIFICATION

The Contractor(s) shall abide by all applicable rules and regulations, and any forthcoming revisions there to, published by Federal, state, and/or local health departments, and/or any other recognized governing or accrediting body for laboratory testing and/or agricultural seed products. Such conformance shall apply to all Contractor activities done in the performance of their duties while transporting, receiving, testing, reporting, and/or storing seed products in conjunction with this contract.

III. CONTRACTOR QUALIFICATIONS

- A. The bidder shall submit evidence that it has in place the personnel, internal procedures, and other resources required under the terms of the contract to insure successful performance.
 - 1. Contractor profile: describe the current organizational structure, annual revenues, number of technical laboratory staff, number of seed samples tested per year and the types of tests conducted, and other pertinent company profile information.
 - 2. Provide the resume(s)/credentials for key staff that will perform as project manager and/or lead technical person in performing the requirements of this contract.
 - 3. Describe the current operational capacity of the laboratory and address the ability to absorb additional work load.
- B. Bidder shall provide documentation of a minimum of three (3) years experience providing laboratory analysis of agricultural seed and seed mixes comparable to those defined herein.
- C. Bidder shall provide a minimum of three (3) references for which they have provided like-kind seed testing laboratory services on a similar scope and scale.
- D. Bidder shall detail their Quality Control/Quality Assurance Program.
- E. Bidder shall list any major or repeat deficiencies or citations levied by a Federal, state, and/or local health department and/or other recognized governing or accrediting body within the past three (3) years. As applicable, the bidder shall also list any remediation effort and the outcome.

IV. BACKGROUND

- A. The seed contract is broken into three (3) parts or categories: (1) Vegetable and Flower Seeds, (2) Grasses, and (3) Legumes and Cereals. Please bid each category separately. The estimated number of samples that will be submitted to the seed testing lab for testing are given in Exhibits One, Two, and Three. These are estimates and actual usage may vary significantly. Within all three seed categories, germination will be the most commonly requested test procedure.
- B. All figures listed are estimates. ODA can, at its discretion, test more/fewer samples than that which is listed. There are no guarantees, expressed or written, as to the total number of samples that ODA may submit for laboratory seed testing.
- C. Seed mixes containing seed in multiple categories, will be placed in the category with the highest percentage.

SPECIFICATIONS AND REQUIREMENTS

V. REQUIREMENTS

- A. ODA will specify the tests to be conducted on each seed sample submitted.
- B. All administrative, material, mailing/faxing, and personnel costs involved in the testing of seed and the dissemination of results back to ODA are the responsibility of the contract seed lab. ODA will deliver, or have delivered, samples to the contract lab. Those samples are to be kept for a minimum of ninety (90) days, from the time of receipt by the laboratory, under storage conditions, which protect the seed quality and integrity. Upon notification by ODA, the contract lab may be required to retain the samples longer or to return the samples to ODA, at ODA's expense.
- C. At the discretion of ODA, the contract lab will supply the results to ODA by the means required by ODA: (Fax, USPS, etc).
- D. At the discretion of ODA the contract seed lab will supply the results of testing in the form and order in which ODA requires. (i.e. the order of pure seed, inert, weed seed, other crop. Noxious weed seeds being listed by # per ounce, etc).
- E. The beginning date of the test period shall be the first regular business day after receipt of the sample from ODA. Test results will be due to ODA in the number of calendar days prescribed by current AOSA guidelines plus four business days after completion of the AOSA prescribed test period.
- F. Results shall be submitted in a report form, as required by ODA, (Purity, germination, and Ohio Noxious Weed Seed Exam as requested by ODA). Reports are to be received by ODA no more than 4 days after the final count days to include pre-chill times as listed in the most current AOSA rules from the time of delivery to the contract seed lab (i.e. 14 day test + 5 days pre-chill + 4 extra days, ODA is to receive results on or prior to the 23rd day from time of delivery to the contract seed lab).
- G. The most current AOSA rules for testing seed are to be followed. 400 seeds shall be used for each germination test.
- H. Referee testing, of the type of seed, which the lab is testing, shall be participated in by the contract seed lab. All results and findings shall be shared with ODA. This will be done at no additional cost to ODA.
- I. The contract seed lab shall keep all records for a period of three years after the completion of the contract. This is at the cost of the contract seed lab.
- J. The contract seed lab shall submit to ODA an invoice, at the end of each month in which any seed samples are analyzed under this contract. Each invoice shall contain the following information; (1). Contractors tax ID number (2). Invoice date (3). The total amount due (4). Breakdown by sample # the tests performed and the cost of each sample tested.
- K. The attached bid sheets request purity and germination costs. The two are to be added together to create the totals in the 3rd column. Also notice that the noxious check is performed on the MP (mechanical purity) on every purity request at no additional charge. If Ohio noxious weed seeds are found, the contract lab is to automatically run a full Ohio noxious weed seed exam, and charge ODA. Some samples ODA will request an Ohio noxious weed seed exam. This will also be charged to ODA at the bid rate of ½ the purity charge for that particular type of seed. If the sample is a mixture then ½ the purity charge of the largest component in the mix will be applied to the sample charge.
- L. An additional fee for a purity test on a coated seed sample will be ½ the purity charge for that particular type of seed. If the sample is a coated seed mixture then ½ the purity charge of the largest component in the mix will be applied to the sample charge.
- M. The primary and most requested tests will be purity, Ohio noxious weed seed exam, and germination tests. Other tests may be requested, but will constitute a much smaller percentage of the total testing time, compared to the purity, Ohio noxious weed seed exam, and germination tests.
- N. Tetrazolium tests shall be conducted on samples found to be out of tolerance and shall be performed by the contract lab at no additional charge to ODA. Tetrazolium tests requested by ODA, other than by the circumstances described in the previous sentence, shall be charged to ODA at the bid rate.

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACT NON-COMPLIANCE

A primary goal of the ODA seed testing program is to assure that the program receives high quality services from laboratory seed test service providers within stipulated timeframes. To this end ODA will work in partnership with laboratory Contractors to meet this goal. The partnership is defined by this contract and it is imperative that communication between the Contractor and ODA be open and supportive. ODA will offer the Contractor whatever assistance is necessary to help the Contractor in meeting contract specifications. Should contract non-compliance be at issue ODA will make every effort to resolve the problem in the least invasive manner.

A. Contract non-Compliance Issues

Contractor non-compliance with the specifications and terms and conditions outlined in this contract may result in the imposition of remedies as explained below in Section VI, Part B, Item 3.

1. The Contractor shall be required to process all ODA purchase orders within the time period specified in Section V of the contract. ODA will monitor compliance using a reporting mechanism which tracks order processing and shipping through Contractor claims submissions and shipper manifest records.
2. ODA must be promptly notified when sample testing will require more than the AOSA allotted days for completion as specified in Section V of the contract.

B. Resolution for Contract Non-Compliance

Per Supplemental Contract Terms and Conditions S-14, ODA will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract. For any infractions not immediately remedied by the Contractor, ODA will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction. DAS will apply the provisions of Contract Terms and Conditions 1C1 to resolve the infraction.

ODA may impose upon the Contractor the following remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature. If ODA determines that the systemic problem responsible for contract non-compliance is of a severe nature (i.e., a delay in or a failure to deliver services to the ODA seed testing program) ODA may impose liquidated damages to address the severe nature of the non-compliance and as a disincentive for future non-compliance as well as providing additional incentive for the Contractor to complete current work

1. ODA will call a meeting with the Contractor to discuss and define the nature of the contract non-compliance. The Contractor and ODA will determine and agree upon a plan of action to remedy the problem. Depending upon the severity of the non-compliance the Contractor may be required to submit a written Corrective Action Plan detailing steps the Contractor will take to bring their operation into compliance. The Contractor must reach compliance within a period of time negotiated between the Contractor and ODA.
2. ODA may require that the Contractor develop and produce ad hoc and routine reporting, in addition to the reporting required in the contract. An example of such reporting is a Client-Level Status Report indicating the status of all orders regardless of completion.

At a minimum, this report may include the following information:

- a. The ODA Purchase Order number and date
- b. The type(s) of seed and the specific test(s) requested by ODA
- c. The AOSA allotted number of days for the specific test procedures
- d. The date samples were received by the laboratory
- e. The projected reporting date after sample testing is completed
- f. The date the completed test results were reported to ODA
- g. The orders remaining incomplete beyond the allotted AOSA time frame. This portion of the report shall include items a through e above.

SPECIFICATIONS AND REQUIREMENTS

3. ODA may impose liquidated damages in the following circumstances.

When Contractor sample test orders for an AOSA stipulated period of time are shipped after the AOSA timeframe as required in Section V. of the contract specifications, ODA may assess liquidated damages not to exceed twenty-five (\$25.00) dollars per delinquent sample. The assessed damages may be reduced or nullified by the Contractor's timely notice of the delay to ODA. Any sample report delinquent more than thirty calendar (30) days will be assessed liquidated damages regardless of notification to ODA. Any orders remaining at the Contractor's locations beyond the AOSA allotted timeframe may be subject to liquidated damages as described above.

4. Continued failure to comply with remedies imposed will result in contract termination.
5. In the event that a Contractor is unable to comply with contract specification for an unforeseeable period of time and such noncompliance results in an unreasonable delay in test sample processing, completion, and reporting (for example, due to financial insolvency), DAS on behalf of ODA may determine that it is in the best interest of the State to terminate the contract.

PRICE PAGE
 SEED CATEGORY ONE
 LEGUMES AND CEREALS

Cost Per Seed Sample Or Kind if a Mix

CONTRACTOR: Illinois Crop Improvement Association, Inc.

Job Lot	Purity (Including Ohio Noxious Weed Seed check of Mechanical Purity)**	Germination
A. CEREALS: Barley, Oats, Rye, Wheat & other small cereals, etc.	OAKS ITEM ID: 16548 \$8.50*	OAKS ITEM ID: 16549 \$8.00*
B. LEGUMES AND FORAGES: Alfalfa, Clovers, Millet, Trefoil, Rape, Lespedeza, Sudangrass, Vetch, etc..	OAKS ITEM ID: 16551 \$11.00*	OAKS ITEM ID: 16550 \$11.00*
C. SOYBEANS, FIELD CORN	OAKS ITEM ID: 16552 \$10.00*	OAKS ITEM ID: 16553 \$9.00*
<u>OTHER COSTS</u> (All remaining categories (D-K) are OAKS ITEM ID: 16554)		
D. For seed, mulch, and, or not, including fertilizer (Combination Mulch Seed Samples).		
When a purity and germination test is requested add; \$ <u>51.00</u> to the fee of the sample.		
When only a germination test is requested for a sample add; \$ <u>25.50</u> to the fee of the sample.		
E. Genetically modified organisms shall be tested, upon request, at the following rates:		
Roundup Ready Seeds	\$ <u>20.00</u> Per Test	
Liberty Link Seeds	\$ <u>20.00</u> Per Test	
STS Seeds	\$ <u>20.00</u> Per Test	
Bt Corn	\$ <u>50.00</u> Per Test	
F. Cold Tests	\$ <u>12.75*</u> Per Test	
G. Fee for fluorescence test as required	\$ <u>5.00*</u> Per Test	
H. Separation fee for germination only, when the sample is a mixture;	\$ <u>5.00</u> Per Component	
I. Tetrazolium Test	\$ <u>25.00*</u> Per Test	
J. An additional charge will be placed on samples containing excessive other crop and/or weed seed (over 1%) but not exceeding an amount sufficiently to classify it as part of a mix. That charge for excessive other crop and/or weed seed will be based on fractions of percents over each whole percent above 1% found. (i.e. \$3.50, Other Crop found 2.75%, = additional charge of \$7.00).		
Excessive Other Crop and/or Weed Seed Charge	\$ <u>3.50</u> Per Fraction Over 1%, then each fraction over each additional whole %.	
K. Seed count/pound	\$ <u>7.00*</u> Per Test	
**When required or requested, the fee for a noxious weed exam will be ½ the purity charge for that particular type seed. If the sample is a mixture then ½ the purity charge of the largest component in the mix will be applied to the sample charge. An additional fee for a purity test on a coated sample will be ½ the purity charge for that particular type of seed.		

* Indicates a revised document date and increase in prices.

PRICE PAGE
SEED CATEGORY TWO
GRASSES

Cost Per Seed Sample Or Kind if a Mix

CONTRACTOR: Illinois Crop Improvement Association, Inc.

Job Lot	Purity (Including Ohio Noxious Weed Seed check of Mechanical Purity)**	Germination
A. NATIVE GRASSES: Big Bluestem, Little Bluestem, Sand Dropseed, Side Oat Grain, Indiangrass, Needlegrass, etc.	OAKS ITEM ID: 16555 \$46.00*	OAKS ITEM ID: 16556 \$15.00*
B. ALL OTHER GRASSES:** Fescue, Bluegrass, Orchardgrass, Ryegrass, Bentgrass, Timothy, Brome, Redtop etc.	OAKS ITEM ID: 16557 \$20.00	OAKS ITEM ID: 16558 \$15.00*
<u>OTHER COSTS</u> (All remaining categories (C-G) are OAKS ITEM ID: 16559)		
C. For seed, mulch, and, or not, including fertilizer (Combination Mulch Seed Samples). When a purity and germination test is requested add; \$ <u>51.00</u> to the fee of the sample. When only a germination test is requested for a sample add; \$ <u>25.50</u> to the fee of the sample.		
D. Fee for fluorescence test as required \$ <u>5.00*</u> Per Test		
E. Separation fee for germination only, when the sample is a mixture; \$ <u>5.00</u> Per Component		
F. Tetrazolium Test \$ <u>25.00*</u> Per Test		
G. An additional charge will be placed on samples containing excessive other crop and/or weed seed (over 1%) but not exceeding an amount sufficiently to classify it as part of a mix. That charge for excessive other crop and/or weed seed will be based on fractions of percents over each whole percent above 1% found. (i.e. \$3.50, Other Crop found 2.75%, = additional charge of \$7.00). Excessive Other Crop and/or Weed Seed Charge \$ <u>3.50</u> Per Fraction Over 1%, then each fraction over each additional whole %.		
**When required or requested, the fee for a noxious weed exam will be ½ the purity charge for that particular type seed. If the sample is a mixture then ½ the purity charge of the largest component in the mix will be applied to the sample charge. An additional fee for a purity test on a coated sample will be ½ the purity charge for that particular type of seed.		

* Indicates a revised document date and increase in prices.

PRICE PAGE
 SEED CATEGORY THREE
 VEGETABLES AND FLOWERS

Cost per Seed Sample Or Kind if a Mix

CONTRACTOR: Illinois Crop Improvement Association, Inc.

<i>Job Lot</i>	Purity (Including Ohio Noxious Weed Seed check of Mechanical Purity)**	Germination
A. ALL TYPES OF VEGETABLE SEEDS	OAKS ITEM ID: 16560 \$15.00*	OAKS ITEM ID: 16561 \$11.00*
B. ALL TYPES OF FLOWER SEEDS	OAKS ITEM ID: 16562 \$15.00*	OAKS ITEM ID: 16563 \$11.00*
<u>OTHER COSTS</u> (All remaining categories (C-F) are OAKS ITEM ID: 16564)		
C. For seed, mulch, and, or not, including fertilizer (Combination Mulch Seed Samples).		
When a purity and germination test is requested add; \$ <u>51.00</u> to the fee of the sample.		
When only a germination test is requested for a sample add; \$ <u>25.50</u> to the fee of the sample.		
D. Separation fee for germination only, when the sample is a mixture; \$ <u>5.00</u> Per Component		
E. Tetrazolium Test \$ <u>25.00*</u> Per Test		
F. An additional charge will be placed on samples containing excessive other crop and/or weed seed (over 1%) but not exceeding an amount sufficiently to classify it as part of a mix. That charge for excessive other crop and/or weed seed will be based on fractions of percents over each whole percent above 1% found. (i.e. \$3.50, Other Crop found 2.75%, = additional charge of \$7.00).		
Excessive Other Crop and/or Weed Seed Charge \$ <u>3.50</u> Per Fraction Over 1%, then each fraction over each additional whole %.		
**When required or requested, the fee for a noxious weed exam will be ½ the purity charge for that particular type seed. If the sample is a mixture then ½ the purity charge of the largest component in the mix will be applied to the sample charge. An additional fee for a purity test on a coated sample will be ½ the purity charge for that particular type of seed.		

* Indicates a revised document date and increase in prices.

PRICE PAGE
SEED CATEGORY ONE
LEGUMES AND CEREALS

Cost Per Seed Sample Or Kind if a Mix

CONTRACTOR: Ohio Seed Improvement Association

Job Lot	Purity (Including Ohio Noxious Weed Seed check of Mechanical Purity)**	Germination
A. CEREALS: Barley, Oats, Rye, Wheat & other small cereals, etc.	OAKS ITEM ID: 16548 \$22.10	OAKS ITEM ID: 16549 \$17.00
B. LEGUMES AND FORAGES: Alfalfa, Clovers, Millet, Trefoil, Rape, Lespedeza, Sudangrass, Vetch, etc..	OAKS ITEM ID: 16551 \$12.75	OAKS ITEM ID: 16550 \$17.00
C. SOYBEANS, FIELD CORN	OAKS ITEM ID: 16552 \$22.10	OAKS ITEM ID: 16553 \$17.00
<u>OTHER COSTS</u> (All remaining categories (D-K) are OAKS ITEM ID: 16554)		
D. For seed, mulch, and, or not, including fertilizer (Combination Mulch Seed Samples).		
When a purity and germination test is requested add; \$ 63.75 to the fee of the sample.		
When only a germination test is requested for a sample add; \$ 29.75 to the fee of the sample.		
E. Genetically modified organisms shall be tested, upon request, at the following rates:		
Roundup Ready Seeds	\$ 21.25	Per Test
Liberty Link Seeds	\$ 42.50	Per Test
STS Seeds	\$ 21.25	Per Test
Bt Corn	\$ 28.00	Per Test
F. Cold Tests	\$ 16.80	Per Test
G. Fee for fluorescence test as required	\$ 6.80	Per Test
H. Separation fee for germination only, when the sample is a mixture;	\$ 8.50	Per Component
I. Tetrazolium Test	\$ 38.25	Per Test
J. An additional charge will be placed on samples containing excessive other crop and/or weed seed (over 1%) but not exceeding an amount sufficiently to classify it as part of a mix. That charge for excessive other crop and/or weed seed will be based on fractions of percents over each whole percent above 1% found. (i.e. \$3.50, Other Crop found 2.75%, = additional charge of \$7.00).		
Excessive Other Crop and/or Weed Seed Charge over each additional whole %.	\$ 4.25	Per Fraction Over 1%, then each fraction
K. Seed count/pound	\$ 12.75	Per Test
**When required or requested, the fee for a noxious weed exam will be ½ the purity charge for that particular type seed. If the sample is a mixture then ½ the purity charge of the largest component in the mix will be applied to the sample charge. An additional fee for a purity test on a coated sample will be ½ the purity charge for that particular type of seed.		

PRICE PAGE
SEED CATEGORY TWO
GRASSES

Cost Per Seed Sample Or Kind if a Mix

CONTRACTOR: Ohio Seed Improvement Association

Job Lot	Purity (Including Ohio Noxious Weed Seed check of Mechanical Purity)**	Germination
A. NATIVE GRASSES: Big Bluestem, Little Bluestem, Sand Dropseed, Side Oat Grain, Indiangrass, Needlegrass, etc.	OAKS ITEM ID: 16555 \$63.75	OAKS ITEM ID: 16556 \$34.00
B. ALL OTHER GRASSES:** Fescue, Bluegrass, Orchardgrass, Ryegrass, Bentgrass, Timothy, Brome, Redtop etc.	OAKS ITEM ID: 16557 \$22.10	OAKS ITEM ID: 16558 \$17.85
<u>OTHER COSTS</u> (All remaining categories (C-G) are OAKS ITEM ID: 16559)		
C. For seed, mulch, and, or not, including fertilizer (Combination Mulch Seed Samples).		
When a purity and germination test is requested add;		\$ _____ 63.75 _____ to the fee of the sample.
When only a germination test is requested for a sample add;		\$ _____ 29.75 _____ to the fee of the sample.
D. Fee for fluorescence test as required	\$ _____ 6.80 _____	Per Test
E. Separation fee for germination only, when the sample is a mixture;	\$ _____ 8.50 _____	Per Component
F. Tetrazolium Test	\$ _____ 38.25 _____	Per Test
G. An additional charge will be placed on samples containing excessive other crop and/or weed seed (over 1%) but not exceeding an amount sufficiently to classify it as part of a mix. That charge for excessive other crop and/or weed seed will be based on fractions of percents over each whole percent above 1% found. (i.e. \$3.50, Other Crop found 2.75%, = additional charge of \$7.00).		
Excessive Other Crop and/or Weed Seed Charge		\$ _____ 4.25 _____ Per Fraction Over 1%, then each fraction over each additional whole %.
<p>**When required or requested, the fee for a noxious weed exam will be ½ the purity charge for that particular type seed. If the sample is a mixture then ½ the purity charge of the largest component in the mix will be applied to the sample charge. An additional fee for a purity test on a coated sample will be ½ the purity charge for that particular type of seed.</p>		

PRICE PAGE
 SEED CATEGORY THREE
 VEGETABLES AND FLOWERS

Cost per Seed Sample Or Kind if a Mix

CONTRACTOR: Ohio Seed Improvement Association

<i>Job Lot</i>	Purity (Including Ohio Noxious Weed Seed check of Mechanical Purity)**	Germination
A. ALL TYPES OF VEGETABLE SEEDS	OAKS ITEM ID: 16560 \$24.00*	OAKS ITEM ID: 16561 \$19.00*
B. ALL TYPES OF FLOWER SEEDS	OAKS ITEM ID: 16562 \$24.00*	OAKS ITEM ID: 16563 \$19.00*
<u>OTHER COSTS (All remaining categories (C-F) are OAKS ITEM ID: 16564)</u>		
C. For seed, mulch, and, or not, including fertilizer (Combination Mulch Seed Samples).		
When a purity and germination test is requested add;		\$ <u>63.75</u> to the fee of the sample.
When only a germination test is requested for a sample add;		\$ <u>29.75</u> to the fee of the sample.
D. Separation fee for germination only, when the sample is a mixture;		\$ <u>8.50</u> Per Component
E. Tetrazolium Test		\$ <u>38.25</u> Per Test
F. An additional charge will be placed on samples containing excessive other crop and/or weed seed (over 1%) but not exceeding an amount sufficiently to classify it as part of a mix. That charge for excessive other crop and/or weed seed will be based on fractions of percents over each whole percent above 1% found. (i.e. \$3.50, Other Crop found 2.75%, = additional charge of \$7.00).		
Excessive Other Crop and/or Weed Seed Charge		\$ <u>4.25</u> Per Fraction Over 1%, then each fraction over each additional whole %.
**When required or requested, the fee for a noxious weed exam will be ½ the purity charge for that particular type seed. If the sample is a mixture then ½ the purity charge of the largest component in the mix will be applied to the sample charge. An additional fee for a purity test on a coated sample will be ½ the purity charge for that particular type of seed.		

*indicates price increase effective May 16,

CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO.: OT904410-1 (12/31/14)

0000089209
Illinois Crop Improvement Association, Inc.
3105 Research Road
P.O. Box 9013
Champaign, IL 61826-9013

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Steve Beals

Telephone: (217) 359-4053
FAX: (217) 359-4075
E-mail address: sbeals@ilcrop.com



CONTRACTOR, TERMS:

BID CONTRACT NO.: OT904410-2 (12/31/14)

0000076475
Ohio Seed Improvement Association
6150 Avery Road
P.O. Box 477
Dublin, OH 43017-0477

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: John Armstrong

Telephone: (614) 889-1136
FAX: (614) 889-8979
E-mail address: armstrong@ohseed.org

CONTRACTOR, TERMS:

BID CONTRACT NO.: OT904410-3 (12/31/14)

0000101061
U.S. Bank National Association

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
6	01/01/16	This amendment is issued to advise that Contract # OT904410 will not be renewed beyond the current expiration date of 12/31/15. Thereafter, the agency shall procure their needs for these services in accordance with Ohio Revised Code Section 125.05.
5	12/12/15	This amendment is issued to renew the contract by mutual agreement for an additional 12 months effective 01/01/15 through 12/31/15.
4	11/01/13	This amendment is issued to renew the contract by mutual agreement between the state of Ohio and Illinois Crop Improvement Association, Inc. and Ohio Seed Improvement Association for an additional 12 months effective 01/01/14 through 12/31/14.
3	08/20/13	This amendment is issued to reflect an increase in Illinois Crop Improvement Association, Inc. prices, change in the contractor's contact person and reflect a contract reassignment to analyst Geraldine Berry.
2	05/16/11	This amendment is issued to indicate a price increase effective for all orders issued on or after May 16, 2011.
1	06/04/10	This amendment is issued to make a change to the TERMS and to all the Summary of Amendments, page 16.