

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

AMENDMENT FOR CHANGE
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION – DEPARTMENT OF MENTAL HEALTH, OFFICE OF SUPPORT SERVICES,
CENTRAL WAREHOUSE, 3201 ALBERTA STREET, COLUMBUS, OH 43204

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - COFFEE AND TEA

This amendment is issued to replace pages 1, 2, 9 and 10 from Part A, to add page 12 to Part A, to add Part B to contract and to add a Summary of Amendments.

All other prices, terms and conditions remain unchanged.

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

Elizabeth Lind, CPPB
elizabeth.lind@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:



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

Affected Contractor(s): 1642
Interstate Gourmet Coffee Roasters Inc.
43 Norfolk Avenue
South Easton, MA 02375
cofroast@aol.com

48320
William F. Williams Company
318 Green Hollow Road
Pataskala, OH 43060
wmfwilliamsco@aol.com

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

REQUIREMENTS CONTRACT: COFFEE AND TEA

CONTRACT No.: OT905509

EFFECTIVE DATES: 03/06/09 to 12/31/09

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905509 that opened on 11/17/09. 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 the Department of Mental Health, Office of Support Services, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, 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:

Elizabeth Lind, CPPB
elizabeth.lind@das.state.oh.us

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



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

Partial Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: _____
Hugh Quill, Director Date

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PRICE SCHEDULE:

Category A: Coffee, Ground

OAKS ITEM ID NO.	CENTRAL WAREHOUSE STOCK NO.	ITEM DESCRIPTION	MINIMUM SHIPMENT	CASE PACK	NET LBS. PER CS.	CASE PRICE
2796	277-38-5008	Coffee, Ground, 10/6 oz. cup yield per pouch	25 css.	160/2 oz.	20	\$40.708
8004	277-38-5007A	Coffee, Ground, 60 cup yield per pouch	200 css.	24/16 oz.	24	\$48.850
2797	277-38-5010A	Coffee, Ground, Decaffeinated, 10/6 oz. cup yield per pouch	15 css.	128/2 oz.	16	\$33.207
8005	277-38-5011A	Coffee Ground, Decaffeinated, 60 cup yield per pouch	30 css.	24/16 oz.	24	\$49.810

Category B: Coffee, Instant

OAKS ITEM ID NO.	CENTRAL WAREHOUSE STOCK NO.	ITEM DESCRIPTION	CASE PACK	NET LBS. PER CS.	CASE PRICE
8003	277-38-5002	Coffee, Instant, 60 cup yield per pouch			\$ *
8002	277-38-5001	Coffee, Instant, Decaffeinated, Individual package to make one 6 oz. cup			\$ *
2795	277-38-5004	Coffee, Instant, Decaffeinated, 10/6 oz. yield per pouch			\$ *

* See Part B, page 7

PRICE SCHEDULE:

Category C: Tea

OAKS ITEM ID NO.	CENTRAL WAREHOUSE STOCK NO.	ITEM DESCRIPTION	CASE PACK	NET LBS. PER CS.	CASE PRICE
3202	278-56-2001E	Tea, Black, Bags with string and tag and individual envelope			\$ *
3203	278-57-2001A	Tea, Instant, 3/4 oz. packets			\$ *
7516	278-56-2002	Tea, Black, Decaffeinated, Bags with string and tag			\$ *
7517	278-57-2002	Tea, Instant, Decaffeinated, 3/4 oz. packets			\$ *

* No award. May be added to contract on or about May 18, 2009. In the interim, the using agency will procure requirements in accordance with their Direct Purchase Authority pursuant to Ohio Revised Code Ch. 125.05.

PART B

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

PRIMARY CONTRACT No.: **OT905509**

COFFEE AND TEA

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT908209 that opened on 04/15/09. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include 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 Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 05/01/09 and will expire on 12/31/09 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to the Department of Mental Health, Office of Support Services, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, 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.

Questions regarding this Supplemental Requirements Contract may be directed to:

Elizabeth Lind, CPPB
elizabeth.lind@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:



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

Partial Minority Business Enterprise in accordance with ORC CH. 125.081

Signed: _____
Hugh Quill, Director Date _____

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SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT905509 effective May 1, 2009.

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

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 21 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.

MINIMUM ORDER: Minimum order quantities for all items are listed on the bid pricing pages.

PRODUCT SAMPLES: The bidder shall submit samples of all products offered. For coffee packed in pouches, a sample shall consist of six (6) pouches of each product offered. For coffee and tea packed in individual packets or bags, the bidder shall submit forty-eight (48) individual packets or bags of each product offered.

Samples shall be sent to Steve Knight, Department of Mental Health, Office of Support Services, Central Warehouse, Food Service Section, 3201 Alberta Street, Columbus, OH 43204. Samples are due no later than close of business on Friday, April 14, 2008. Failure to provide the sample(s) within the stated time period will result in the bidder being deemed as not responsive.

The sample submitted shall be the same product offered on the bid and the same product to be supplied if bidder receives an award. Parcels containing samples shall be clearly labeled with the bidder's company name, the bid number, and the bid opening date. The product sample shall be labeled in accordance with the information provided by the bidder on the bid response as to packer/processor, brand name, and product code number. Only one (1) (the first) shipment of samples submitted by a bidder for the bid will be evaluated. Samples will be evaluated by a panel assembled by Department of Mental Health, Office of Support Services, Central Warehouse. Evaluated characteristics of the samples shall include, but not be limited to, product compliance with bid specifications and test results as to fragrance, flavor, acidity, aftertaste, body, etc.

The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. 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: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms, and Conditions for Bidding". To determine the low lot total price for Categories B and C, the state will multiply the estimated annual usage of each item in the category by its corresponding unit price and then add these totals together. Although there will be separate category awards made, bidders are eligible to receive awards of multiple categories providing they are the lowest responsive and responsible bidder meeting all bid specifications and requirements within the categories. Failure to bid all items in a category may result in the bidder being deemed as not responsive for that category.

AWARD: There will be one low lot total award per category to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

BASE PRICE ADJUSTMENT FOR GROUND COFFEE (CATEGORY A): Specification applies to items to be awarded under a separate bid.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT (CATEGORY B – INSTANT COFFEE): The contract prices(s) will remain firm for the first three (3) 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 the provisions of Provision I.C. "Termination/Suspension" and Provision II of the "Contract Remedies" of the "Standard Contract Terms and Conditions".

FIXED-PRICE WITH ECONOMIC ADJUSTMENT (CATEGORY C – TEA): 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 the provisions of Provision I.C. "Termination/Suspension" and Provision II of the "Contract Remedies" of the "Standard Contract Terms and Conditions".

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, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Elizabeth Lind.

SPECIFICATION

I. SCOPE AND CLASSIFICATION

- A. Scope: The purpose of this bid is to obtain a contractor(s) to furnish and deliver coffee and tea products to the Department of Mental Health, Central Warehouse. The term of any contract issued pursuant to this bid shall be eight (8) months, from May 1, 2009 through December 31, 2009.
- B. Classification
1. Coffee, Roasted - Specification applies to items to be awarded under a separate bid.
 2. Coffee, Instant
 - a. Regular
 1. 60 cup (6 oz. cup) yield pouches (alternate yield is not acceptable)
 - b. Decaffeinated
 1. Individual packet for six oz. cup
 2. 10 cup (6 oz. cup) yield pouches (alternate yield is not acceptable)
 3. Tea
 - a. Regular Tea in bags
 - b. Instant Tea in 3/4 oz. packets
 - c. Decaffeinated Tea in bags
 - d. Instant Decaffeinated Tea in 3/4 oz. packets

II. APPLICABLE DOCUMENTS

- A. Specification applies to items to be awarded under a separate bid.
- B. Commercial Item Description (CID) A-A-20184A dated March 27, 2002 (Coffee, Instant)
- C. Commercial Item Description (CID) A-A-20033C dated August 1, 2001 (Tea, Black [Bags or Loose])
- D. Commercial Item Description (CID) A-A-20183B dated November 22, 2004 (Tea, Instant)

III. REQUIREMENTS

- A. Coffee, Ground
1. Specification applies to item to be awarded under a separate bid.
- B. Coffee, Instant
1. Regular: The quality of regular instant coffee shall be in accordance with CID A-A-20184A, Style A, and all amendments with modifications as noted herein.
 - a. Materials: Domestic or foreign processing is acceptable.
 - b. Packaging: Packages shall contain spray-dried or agglomerated coffee, or freeze-dried coffee (Types I, II, or III), sufficient to yield 60 cups of coffee. Individual pouches shall contain sufficient coffee to yield a 6 oz. serving. Each case shall contain 1,000 individual packages.

SPECIFICATION (Cont'd)

- c. Shelf Life: The packages shall be of the type commercially used for the product and must result in a guaranteed shelf life of one year after delivery. Each case must bear a production date. "Use by" date or any other alternate is unacceptable.
 2. Decaffeinated: The quality of decaffeinated instant coffee shall be in accordance with CID A-A-20184A, Style B, with modifications as noted herein.
 - a. Materials: Domestic or foreign processing is acceptable.
 - b. Type: Decaffeinated instant coffee shall be freeze-dried (Type III).
 - c. Packaging: Individual packages shall contain sufficient coffee to yield a 6 oz. serving. Each case shall contain 1,000 individual packages. Automatic coffee maker pack (freeze-dried only) shall contain sufficient coffee to yield ten 6 oz. cups of coffee.
 - d. Shelf Life: All packaging shall be of the type commercially used for the product and must result in a guaranteed shelf life of one year after delivery. Each case must bear a production date. "Use by" date or any other alternate is unacceptable.
- C. Tea
1. Bags
 - a. Quality: The quality of tea shall be in accordance with Commercial Item Description (CID) A-A-20033C, Type II, (Tea, Black [Bags]).
 - b. Packaging: The tea shall be packaged in individual bags with strings and tags and shall be packed 100 bags per over-wrapped box. Ten boxes (1,000 bags) shall be packed per case.
 - c. Shelf Life: Products shall have a minimum of six (6) months shelf life after delivery. Each case must bear a production date. "Use by" date or any other alternate is unacceptable.
 2. Instant
 - a. Quality: The quality of the instant tea shall be in accordance with Commercial Item Description A-A-20183B (Tea, Instant), Type I (Regular), Style A (Unsweetened), Flavor 1 (Unflavored) and Type II (Decaffeinated), Style A (Unsweetened), Flavor 1 (Unflavored).
 - b. Packaging: Packages shall contain .75 ounces and shall be packed 48 to a case.
 - c. Shelf Life: Products shall have a minimum of six (6) months shelf life after delivery. Each case must bear a production date. "Use by" date or any other alternate is unacceptable.
- D. Packaging: All shipping containers to be plainly marked as to the contents (to include type and size of packages).
- E. Palletization: Shipments to Central Warehouse or any other applicable sized order shall be palletized. Contractor(s) shall furnish commodity palletized on 40" x 48" 4-way (GMA) pallets. Overall height (commodity plus pallet) shall not exceed 48". Weight shall not exceed 2,500 lbs. Pallets of equal value may be exchanged at time of delivery, or as arranged between the agency(ies) and the contractor.

PRICE SCHEDULE

Category B: Coffe, Instant

OAKS ITEM ID NO.	CENTRAL WAREHOUSE STOCK NO.	ITEM DESCRIPTION	MINIMUM SHIPMENT	CASE PACK	NET LBS. PER CS.	CASE PRICE
16066	277-38-5002	Coffee, Instant, 60 cup yield per pouch	300 css.	24/70g	3.71 lbs.	\$18.287 *
8002	277-38-5001	Coffee, Instant, Decaffeinated, Individual package to make one 6 oz. cup	50 css.	1000 ct.	3.08 lbs.	\$45.892 *
2795	277-38-5004	Coffee, Instant, Decaffeinated, 10/6 oz. yield per pouch	15 css.	48/11g	1.163 lbs.	\$19.527 *

Category C: Tea

3202	278-56-2001E	Tea, Black, Bags with string and tag and individual envelope	50 css.			**
3203	278-57-2001A	Tea, Instant, 3/4 oz. packets	400 css.			**
7516	278-56-2002	Tea, Black, Decaffeinated, Bags with string and tag	15 css.			**
7517	278-57-2002	Tea, Instant, Decaffeinated, 3/4 oz. packets	25 css.			*(

* Minority Business Enterprise awarded in accordance with Ohio Revised Code Ch. 125.081

** No award. May be added to contract on or about May 18, 2009. In the interim, the using agency will procure requirements in accordance with their Direct Purchase Authority pursuant to Ohio Revised Code Ch. 125.05.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND DELIVERY:

BID/CONTRACT NO.: OT905509-2 (12/31/09)



48320

William F. Williams Company
318 Green Hollow Road
Pataskala, OH 43060

DELIVERY: Within 21 Days ARO

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Ms. Ella Williams

Telephone: (740) 927-1203

FAX: (740) 927-2807

Email: wmfwilliamsco@aol.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	05/01/09	To notify of addition of Part B (Category B award) to contract effective May 1, 2009