

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

REQUIREMENTS CONTRACT: BASES, MEAT AND POULTRY, LOW SODIUM

CONTRACT No.: OT901911

EFFECTIVE DATES: 10/01/2010 to 09/30/2013

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901911 that opened on 07/30/10. 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, Central Warehouse, 3201 Alberta St., 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:

Russell Perry, CPPB
russell.perry@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>

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: _____
Hugh Quill, Director Date

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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 fourteen (14) 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 ORDERS: No order shall be placed against a contract awarded pursuant to this Invitation to Bid for delivery F.O.B. destination, transportation charges pre-paid, at any one time to any one destination for less than ten-thousand (10,000) pounds, assorted.

PRODUCT SAMPLES: Samples may be requested from one or more bidders during the evaluation period. A sample shall consist of two (2) containers of each flavor of meat and poultry base specified herein. Parcels containing samples are to be clearly labeled with the bidder's company name, the bid number, and the bid opening date. The product sample should be labeled in accordance with the information provided by the bidder on the bid response as to manufacturer, brand name, and product code number. Sample submitted shall be the same product offered on the bidder's bid response and the same product delivered, if bidder should receive an award. Samples shall be sent to the Food Service Section, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, Attn: Mr. Steve Knight (614) 752-0026, Ext. 21.

Bidders shall submit samples only upon request. Only one (the first) shipment of samples submitted by a bidder for an ITB will be evaluated. Failure to supply samples during the evaluation period, within seven (7) calendar days of the request from Central Warehouse shall deem your bid not responsive. There will be a taste test of the sample to determine acceptability. Awards will be based on product compliance with specifications, and determined by the Food Service Section to be equal in all material respects to the product referenced in this Invitation to Bid, and test results as to texture, consistency, odor, color, taste, etc. Samples may also be submitted to the United States Department of Agriculture, Ohio Department of Agriculture or independent private laboratory for analysis, prior to award. Any analysis performed shall be per the Association of Analytical Chemists Official Methods

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 to Bidders". In addition, the state will multiply the price per finished gallon by the estimated usage listed in the bid and then add each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the price per finished gallon by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

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

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".

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Russell Perry.

SPECIFICATIONS

I. SCOPE, CLASSIFICATION, AND DEFINITION

- A. Scope: The purpose of this bid is to obtain a contractor to supply low sodium meat and poultry bases for food service use in the state institutions of the State of Ohio. Product shall be delivered to the Department of Mental Health, Central Warehouse, 3201 Alberta St, Columbus, OH 43204. The contractor shall provide these bases as specified herein. The term of any ensuing contract is to be three (3) years, from October 1, 2010 (or upon the date DAS signs the contract) through September 30, 2013.
- B. Classification
1. Gravy Base – Beef with Cooked Beef, Low Sodium
 2. Gravy Base – Chicken with Cooked Chicken, Low Sodium
- C. Definition: The term "finished gallon" as used in this document means a standard US gallon liquid unit of measure (128 fluid ounces), prepared per the instructions and ready to use.

II. REQUIREMENTS

A. Salient Characteristics

1. All ingredients of the meat bases shall be clean, sound, wholesome, and uniformly blended. When prepared according to package directions the meat bases shall dissolve in boiling water.
2. The product shall have no off-odors or off-colors and shall have a flavor typical of its type.
3. There shall be no evidence of foreign material, rodent or insect infestation, or extraneous material.
4. All materials used shall be of food grade quality. Product delivered shall be equal to or better than the approved bid sample in palatability and overall appearance.

B. Regulatory Requirements

1. The chicken and beef shall originate and be produced, processed, and stored in compliance with all applicable provisions of the Meat and Poultry Inspection Act and regulations promulgated therein.
2. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the state or the state's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.

SPECIFICATIONS, CONT'D

C. Product Description

1. Beef Flavor Base, Low Sodium

- a. All beef ingredients shall be fabricated and processed by plants inspected and approved by the USDA.
- b. Product shall not contain monosodium glutamate (MSG).
- c. Shall meet the requirements of Commercial Item Description (CID) A-A-20202 A, Type 1 (beef flavor), Class 2 (Low Sodium), Style A, C or D (powdered, paste or granular).
- d. Product shall not require refrigerated storage. Must have a minimum shelf life of six (6) months at room temperature.
- e. Each pound shall make a minimum of six (6) gallons of excellent broth with beef-like character.

2. Chicken Flavor Base, Low Sodium

- a. All chicken ingredients shall be fabricated and processed by plants inspected and approved by the USDA.
- b. Product shall not contain monosodium glutamate (MSG).
- c. Shall meet the requirements of Commercial Item Description (CID) A-A-20202 A, Type 2 (chicken flavor), Class 2 (Low Sodium), Style A, C or D (powdered, paste or granular).
- d. Product shall not require refrigerated storage. Must have a minimum shelf life of six (6) months at room temperature.
- e. Each pound shall make a minimum of six (6) gallons of excellent broth with real chicken character.

D. Documentation

An ingredients list should be included with the bid response. A copy of the label with listed nutritional facts should be included with the bid response. The label is to comply with Federal Regulation 7 CFR Parts 210 and 20 (Child Nutrition Program). A nutritional label or manufacturer's specification sheet listing the same information as shown below is acceptable. If not provided as part of the bid response, the Bidder must provide said literature (both the ingredient list and the nutritional statement) within seven (7) calendar days after request/notification by the Office of Procurement Services.

Sample of Nutrition Label:

Nutrition Facts		
Serving Size 1 cup (228g)		
Servings Per Container 2		
<u>Amount per serving</u>		
Calories 90	Calories from Fat 30	
% Daily Value *		
Total Fat 3g.	0%	
Saturated Fat 0g	0%	
Cholesterol 0 mg	0%	
Sodium 300 mg	0%	
Total Carbohydrate 13g	0%	
Dietary Fiber 3g	0%	
Sugars 3g		
Protein 3g		
Vitamin A 80%	Vitamin C 60%	
Calcium 4%	Iron 4%	
Percent Daily Values are based on a 2,000-calorie diet. Your daily values may be higher or lower depending on your calorie needs:		
Calories: 2,000 2,500		
Total Fat/Less than	65 g	80 g
Sat Fat/Less than	20 g	25 g
Cholesterol/Less than	300 mg	300 mg
Sodium/Less than	2,400 mg	2,400 mg
Total Carbohydrate	300g	375g
Dietary Fiber	25g	30g
Calories per gram:		
Fat 9	Carbohydrates 4	Protein 4

SPECIFICATIONS, CONT'D

E. Packaging and Labeling

1. All containers must be plastic or metal. Product may be packed in one (1) lb. containers, no less than 12 to a case, 4-6 #10 cans per case, or 4 one (1) gallon containers per case. Product must provide a minimum shelf life of six (6) months at room temperature.
2. Containers larger than one (1) lb. must be provided with a reusable cover.
3. All shipments are to be palletized and stretch wrapped. Contractor(s) shall furnish commodity palletized on either disposable pallets or 40" x 48" 4-way (GMA) pallets for truckload deliveries. Weight shall not exceed 2500 lbs. Pallets of equal value will be exchanged at the time of delivery, or as arranged between the contractor and Central Warehouse.
4. All packages will be delivered to the state of Ohio in compliance with all Federal, State, and local mandatory requirements and regulations as they apply to preparation, packaging, labeling, storage and distribution.
5. All packages will be suitably labeled. The label will bear the name of the product, name and address of the manufacturer or distributor, ingredients in order of preponderance and a statement of net weight. Label shall be protected so as to preclude smearing and/or spotting.

F. Delivery

1. All products shall be shipped to the Department of Mental Health, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, as indicated on page 1 of the bid.
2. The contractor shall contact the Department of Mental Health, Central Warehouse at (614) 752-0026, Extension 10 to schedule an appointment for unloading prior to loading for shipment. Unloading by appointment only. Receiving hours are from 8:00 a.m. to 2:00 p.m.
3. No partial deliveries will be accepted unless prior approval has been granted by the Department of Mental Health, Central Warehouse, Mr. Steve Knight at (614) 752-0026, Ext. 21.

PRICING SCHEDULE

BEEF FLAVOR BASE, LOW SODIUM

ITEM ID NO.	BRAND NAME	UNITS PER CASE	PRICE PER CASE
18131	Tova	4 - #10 containers (7 lb. per can)	\$ 57.79

CHICKEN FLAVOR BASE, LOW SODIUM

ITEM ID NO.	BRAND NAME	UNITS PER CASE	PRICE PER CASE
18132	Tova	4 - #10 containers (7 lb. per can)	\$ 55.44

Minimum order - 10,000 lbs. assorted

CONTRACTORS INDEX

CONTRACTOR, TERMS, AND DELIVERY:

BID/CONTRACT NO.: 0T901911-1 (10/01/13)



56879
Diversified Services Corporation
4415 Euclid Ave. Ste 343
Cleveland, OH 44103

TERMS: Net 30 Days

DELIVERY: 14 Days ARO

CONTRACTOR'S CONTACT: Mr. Wendell Turner

Telephone: (216) 881-9300 / 800-211-5851
Fax: (216) 881-4208
Email: dscorp@core.com

IT/MIS CONTACT: Mr. Wendell Turner