

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

REQUIREMENTS CONTRACT: MEAT PROCESSING SUPPLIES

CONTRACT No.: OT904610

EFFECTIVE DATES: 01/20/10 to 12/31/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904610 that opened on 12/02/09. 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 DEPARTMENT OF REHABILITATION AND CORRECTION, OHIO PENAL INDUSTRIES, MEAT PROCESSING CENTER, PICKAWAY CORRECTIONAL INSTITUTION, 11781 STATE ROUTE 762, ORIENT, OH 43146, 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:

Jennifer Dammeyer, CPPB
Jennifer.Dammeyer@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>

Signed: _____
Hugh Quill, 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/time, bidders may visit the State Procurement website to post bid related questions at <www.ohio.gov/procure>. Answers to all bidder questions will be posted on the State Procurement 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, Office of Procurement Services in the form of an addendum, will be considered valid.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within twenty-one (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: No order shall be placed against a contract awarded pursuant to this bid for delivery, F.O.B. destination, transportation charges prepaid, at any one time to one destination, for less than \$250.00. Items will be ordered by the standard case pack.

DESCRIPTIVE LITERATURE: Seasoning Mixes - The Bidder should submit, with the bid response, the processor's specification sheet for all seasoning mixes offered. The specification sheets shall include a list of all contents along with percentages of each item. This information should be provided in a separate envelope from the bid and marked as containing confidential, proprietary information. This envelope will be treated as proprietary and will not be opened and/or reviewed at bid opening. The documents may be reviewed as part of the bid evaluation and will be returned to the bidder. The literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (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.

DESCRIPTIVE LITERATURE: Soy Extenders - The bidder should submit descriptive literature of the supplies being offered. The literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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.

Samples will be evaluated for flavor, aroma, texture, appearance, and color. If the product is deemed unacceptable as a result of the taste test, no further consideration for award shall be given. The sample may be analytically tested. If analytical testing demonstrates that the product does not meet or exceed bid specification, the Bidder shall bear the cost of the testing. Samples will not be returned.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate based on specified unit price for each item.

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

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 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 Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Dammeyer, CPPB.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.cfsan.fda.gov/~furl/ovffreg.html> When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

SPECIFICATIONS

I. SCOPE

The purpose of this bid is to obtain a contractor(s) to supply various requirements for the Department of Rehabilitation and Correction, Ohio Penal Industries meat processing center at Pickaway Correctional Institution, 11781 State Route 762, and Orient, Ohio 43146. Orders for the items listed herein will, typically, be placed three to four times per year for the estimated annual usage as listed on the bid page. The term of any contract issued pursuant to this bid shall be three (3) years, from January 1, 2010 through December 31, 2012 with renewal provisions as stated in section S-6 of the Supplemental Contract Terms and Conditions.

II. CLASSIFICATION

A. Meat Product Seasoning Mixes

1. Sausage, Turkey, Mild, Breakfast
2. Meatloaf

B. Soy Protein Products

1. Textured Soy Protein Concentrate

III. APPLICABLE DOCUMENTS

- A. United States Department of Agriculture (USDA) Commercial Item Description (CID) No. A-A-20001 A, dated March 27, 2002 (or latest revision thereof)
- B. United States Department of Agriculture (USDA) Commercial Item Description (CID) No. A-A-20135C, dated August 20, 2003 (or latest revision thereof)
- C. Institute of Medicine of the National Academies, Food Chemicals Codex, Sixth Edition (or latest revision thereof)

SPECIFICATIONS (Cont'd.)

IV. REQUIREMENTS

A. Meat Product Seasoning Mixes shall be composed of the following ingredients within the specified percentage ranges.

1. Sausage, Turkey, Mild, Breakfast (for patties and bulk)

Ingredient	Percentage
Salt	45% to 55%
Sugar or Dextrose	20% to 25%
Sage	7% to 18%
Pepper (red, white, or black)	6% to 17%
Other	0% to 5%

For use with the following meat block:

425 lbs.	Turkey Thigh Trim
75 lbs.	Rehydrated textured soy protein concentrate

2. Meatloaf

Ingredient	Percentage
Bread Crumbs	50% to 55%
Dehydrated Onions	10% to 12%
Salt	7% to 12%
Dehydrated Eggs	5% to 10%
Powdered Milk (high temperature)	5% to 10%
Dehydrated Bell Peppers	3% to 5%
Sugar or Dextrose	3% to 5%

For use with the following meat block:

325 lbs.	Beef and trimmings
100 lbs.	Rehydrated textured soy protein concentrate
75 lbs.	Ground turkey

3. General Requirements for items specified under A. - Meat Product Seasoning Mixes:

- a) Seasoning mixes shall be comprised of blends of ground, whole, crushed, chopped, cut, and/or flaked spices.
- b) All seasoning mixes shall be free flowing and granular, possessing an aroma and flavor characteristic to the specified product.
- c) All spices provided in the seasoning mixes shall be of a quality that meets the salient characteristics of USDA CID No. A-A-20001 A. The spices shall conform to the manufacturer's own specifications, standards, and quality assurance practices and be the same spices offered for sale in the commercial market. The state of Ohio reserves the right to require proof of conformance.
- d) Seasoning mixes shall be thoroughly blended.
- e) The spices provided in the seasoning mixes shall comply with all applicable federal, state, and local mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sale of spices within the commercial marketplace.
- f) Packaging: Seasoning mixes shall be provided in bags containing the proper amount to process a 500 lb. meat block. Cases shall weigh forty (40) to fifty (50) lbs. Bags shall be securely closed by sealing or tying, no metal crimps/staples are permitted. Cases shall be taped or glued, no staples are permitted.
- g) Product packaging shall be tamper-evident.
- h) Shelf Life: Minimum one (1) year

SPECIFICATIONS (Cont'd.)

B. Soy Protein Products

1.) Textured Soy Protein Concentrate

- a) Shall be 1/8" flake
- b) Carmel colored
- c) Shall not be fortified with vitamins and minerals
- d) Shall have a bland, soy odor and flavor
- e) Shall have a low sodium content with no salt added
- f) Shall have rapid cold water hydration
- g) Dehydrated Minimum 65% protein
- h) Rehydrated product must provide a minimum of 18% protein
- i) Packaging: The minimum acceptable packaging shall be a 25 lb. multi-wall poly-lined paper bag and the maximum acceptable packaging shall be a 150 lbs. drum. Drums may be exchangeable.
- j) Shelf Life: Minimum of one (1) year

V. GENERAL REQUIREMENTS FOR ALL PRODUCTS

A. Packaging and Labeling

- 1.) Products furnished to the state as a result of an awarded contract shall be packaged and labeled in accordance with the best industry practices and shall meet all state and federal regulations for such products, including all labeling requirements.
- 2.) Products furnished shall be packaged in such a manner as to protect contents from deterioration, to prevent loss or damage, and to facilitate handling of the product.
- 3.) Any evidence of defects which may impair serviceability shall be cause for rejection (Returned Goods Policy – S 18 of the Supplemental Contract Terms and Conditions).
- 4.) Product packaging shall be properly marked as to their contents, including warning statements, if applicable.
- 5.) Product packaging shall be tamper-evident.

B. Delivery

- 1.) Palletization: All shipments are to be palletized. Contractors shall furnish commodity palletized on 40" x 48" 4-way pallets. Pallets shall be wrapped with stretch or shrink plastic. Pallets shall not exceed two thousand five hundred (2,500) lbs.
- 2.) Deliveries will be received Monday through Friday, excluding state holidays. Delivery hours shall be 7:30 a.m. to 2:30 p.m. A delivery appointment is not necessary.

C. Notes

- 1.) 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.

PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.

ITEM ID NO.	ITEM	PROCESSOR	BRAND NAME	PRODUCT CODE NUMBER	PKG. * WEIGHT	CASE PACK	CONTRACTOR	UNIT PRICE
3144	Seasoning Mix, Sausage, Turkey, Mild, Breakfast	Magnolia Seasoning	Magnolia Turkey Sausage Seasoning	49973	15.67 lbs	3	Stellar Marketing	\$29.443 per pkg. *
3143	Seasoning Mix, Meatloaf	Tova Ind.	Tova	993011	33.75 lbs	1	Tova Industries	\$44.55 per pkg. *

* "Pkg." refers to a bag of seasonings for a 500 lb. meat block.

ITEM ID NO.	ITEM	PROCESSOR	BRAND NAME	PRODUCT CODE NUMBER	CASE PACK	CONTRACTOR	UNIT PRICE
8401	Textured Soy Protein Concentrate					NO AWARD	\$NO AWARD per lb.

Rehydration ratio: _____ soy protein concentrate

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

INSURANCE REQUIREMENTS:

Bidders should provide with their bid, documentation of the following insurance coverage's required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Workers' Compensation Certificate.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability Insurance:
 - a. Minimum limits of \$500,000.00 per occurrence.
 - b. Minimum limits of \$1,000,000.00 annual aggregate.
 - c. The State shall be listed as the certificate holder.
 - d. To be compliant, the Commercial General Liability policy must include the following three endorsements:
 - 1) a blanket waiver of subrogation.
 - 2) a statement that the Commercial General Liability coverage is primary over any other coverage.
 - 3) a designation of the State as an additional insured.

An insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of Procurement Services within seven (7) calendar days after notification. Failure to provide a compliant certificate within the stated time frame will cause the bidder to be deemed not responsive.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

74385
Stellar Marketing, Inc.
2280 Highway 92 East
Plant City, FL 33566

CONTRACTOR'S CONTACT: Sam Sidoti

Preferred Method of Receiving Purchase Orders

Purchase Orders To:
*103130
Tova Industries, LLC
2902 Blankenbaker Rd.
Louisville, KY 40299

Remit To:
Tova Industries, LLC
PO Box 24410
Louisville, KY 40299

CONTRACTOR'S CONTACT: Mike Northway

Preferred Method of Receiving Purchase Orders

BID CONTRACT NO.: OT904610(12/31/12)

CONTRACT: OT904610-1
DELIVERY: 21 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (800) 297-3352 Ext. 115
Phone: (813) 856-3663 Ext 115
FAX: (813) 856-3670
E-mail: samsidoti@stellarfoods.com

Fax: (813) 856-3670

CONTRACT: OT904610-2
DELIVERY: 21 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (888) 532-8682
Phone: (502) 267-7333
FAX: (502) 267-1806
E-mail: mnorthway@tovaindustries.com

E-Mail: mnorthway@tovaindustries.com