

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: SPICES AND SEASONINGS

CONTRACT No.: OT906011

EFFECTIVE DATES: 05/01/11 to 04/30/13

* Renew through 04/30/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906011 that opened on 03/09/11. 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 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:

Senthan Mahendrarasa
Senthan.Mahendrarasa@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>

Minority Business Enterprise Award in accordance with ORC CH. 125.081

* To indicate mutual agreement to renew for twelve (12) months, effective May 1, 2013 through April 30, 2014.

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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 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 ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than 5000 lbs.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, to determine the low lot total price of the bid, the state will multiply the estimated annual usage of each item by its corresponding price per ounce and then add these totals together. Failure to bid all items may result in the bidder being deemed as not-responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

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. A sample shall consist of two (2) 1 lb. containers of each flavor of seasoning or spices requested. 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. Upon request, 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. 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 may be a taste test and laboratory analysis of the sample to determine acceptability. Awards will be based on product compliance with specifications, and determined by the Central Warehouse staff to be equal in all material respects to the product referenced in this Invitation to Bid, and test results as to color, appearance, flavor, freshness, aroma, etc. 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.

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 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 (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.

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

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

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: Senthana Mahendrarasa.

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.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section 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.

* Denotes change in contract analyst

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope: The purpose of this bid is to obtain a contractor to supply spices, spice blends, and dehydrated vegetables to State of Ohio, Department of Mental Health, Central Warehouse, 3201 Alberta St., Columbus, OH 43204, for use at state institutions. The contractor shall make delivery, FOB destination prepaid, as stipulated on pricing pages. The term of any ensuing contract is to be two (2) years, from May 1, 2011 through April 30, 2013.

B. Classification

Spices (Ground and Whole), Spice Blends, and Dehydrated Vegetables

II. APPLICABLE DOCUMENTS

A. Spices and Spice Blends shall conform to Commercial Item Description (CID) A-A-20001A dated 3/27/02, and latest amendments thereof, unless otherwise noted in section III (A), (B), and (C)

III. SALIENT CHARACTERISTICS

A. Spices

1. Basil, Sweet, Crushed, Packed 1 lb. +/- 4 ozs.
2. Celery Seed
 - a. Whole, Packed 1 lb. +/- 4 ozs.
 - b. Ground, Packed 1 lb. +/- 4 ozs.
3. Cinnamon, Fortified, Ground, Packed 1 lb. +/- 4 ozs.
4. Cumin, Ground, Packed 1 lb. +/- 4 ozs.
5. Ginger, Ground, Packed 1 lb. +/- 4 ozs.
6. Nutmeg, Ground, Packed 1 lb. +/- 4 ozs.
7. Oregano, Ground, Packed 1 lb. +/- 4 ozs.
8. Paprika, Ground, Packed 1 lb. +/- 4 ozs.
9. Pepper, Black, Fine Ground
 - a. Ground, 1 lb. container, Packed 1 lb. +/- 4 ozs.
 - b. Ground, 5 lb. container, Packed 5 lb. +/- 4 ozs.
10. Pepper, Red, Ground, Packed 1 lb. +/- 4 ozs.
11. Sage, Ground, Packed 1 lb. +/- 4 ozs.
12. Thyme, Ground, Packed 1 lb. +/- 4 ozs.

B. Spice Blends

1. Cajun or Creole Seasoning Blend, Packed 1 lb. +/- 4 ozs. – Seasoning shall be free flowing, homogeneous granular mixture which is red in color. Mixture shall possess a spicy hot, peppery flavor. Seasoning should include, but is not limited to, the following ingredients: salt and spices (red pepper, paprika, garlic and onion).
2. Chili Powder Blend, Packed 1 lb. +/- 4 ozs. – Chili powder blend shall have a reddish, brown color and be free from lumps. The chili powder blend should include, but is not limited to, the following ingredients: ground chili pepper, cumin, oregano, salt and garlic powder.
3. Poultry Seasoning Blend, Packed 1 lb. +/- 4 ozs. – Poultry seasoning shall have a uniform color and shall not stratify in layers or lump. It shall have a fragrant aromatic aroma, and a warm pungent taste. The poultry seasoning should include, but is not limited to, the following ingredients: sage, thyme and black pepper.
3. Seasoning Salt, Packed 2 lb. +/- 8 ozs. – A blend of salt, chili powder, paprika, black pepper, onion, garlic, and silicon dioxide (free flow agent).

SPECIFICATIONS (CONT'D)

C. Dehydrated Vegetables

1. Garlic Powder, Packed 1 lb. +/- 4 ozs. – Prepared from the dried, ripe, sub globular compound bulb of the Allium Sativum.
2. Onions, Dehydrated, White, Chopped, Packed 3 lb. +/- 16 ozs. – Prepared and chopped from Allium Cepa. Maximum 5% moisture, Maximum of 2% retained on a US #4 sieve, Maximum of 60% through a US #8 sieve, Maximum of 10% through a US #12 sieve.
3. Onion Powder, Packed 1 lb. +/- 4 ozs. – Prepared from the Allium Cepa. Maximum 4.5% moisture, Maximum granulation of 2% retained on a US #45 sieve, Maximum of 25% through a US #80 sieve, Maximum of 50% through a US #100 sieve.
4. Parsley Flakes, Packed 12 oz. +/- 4 ozs. – Prepared from the dried leaves of the Petroselinum Crispin. Chopped/Diced and Dehydrated.
5. Peppers, Green Bell, Dehydrated, Diced ¼", Packed 1 lb. +/- 4 ozs. – Diced green bell peppers are prepared from green bell peppers which have been washed, cored, trimmed, diced and dried. Shall contain no more than 5% maximum moisture content.
6. Peppers, Red Bell, Dehydrated, Diced ¼", Packed 1 lb. +/- 4 ozs. - Diced red bell peppers are prepared from red bell peppers which have been washed, cored, trimmed, diced and dried. Shall contain no more than 5% maximum moisture content.

D. No products shall contain Monosodium Glutamate

IV. Regulatory Requirements

A. Certification

1. The product delivered to the state of Ohio shall comply with all Federal, State, and local mandatory requirements and regulations as they apply to preparation, packaging, labeling, storage and distribution.
2. Product is to be the same spice, spice blends and dehydrated vegetables offered for sale within the commercial marketplace and meet all salient characteristics as stated in the Commercial Item Description listed above.
3. The state of Ohio reserves the right to require proof of such conformance.
4. 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.

B. Packaging

1. Spices shall be packed within the minimum and maximum range specified in section III. (A), (B), and (C). No alternate packs will be acceptable.
2. All contents shall be packed in a commercially sanitary manner.
3. Each container shall be clearly labeled indicating contents, name and address of the manufacturer or distributor and the quantity contained therein.
4. The packaging shall be in accordance with good commercial practice. Product is to be packed in containers standard to the industry. No glass containers will be accepted.
5. Each container shall have a reusable (resealable) lid.
6. Each container shall be tamper-evident.
7. Each product shall provide at least twelve (12) months shelf life.

C. Palletization

1. All shipments are to be palletized. Contractor shall furnish commodity palletized on 40" x 48" 4-way (GMA) pallets in good condition. Drivers may be required to transfer products from broken pallets and sort damaged and/or refused product. For product to be delivered to cold storage, drivers may be required to breakdown pallets exceeding 60" in height. All pallets shall be of uniform height, where feasible. Pallets are to be securely banded or shrink-wrapped. Weight shall not exceed 2500 lbs. Pallets of equal value will be exchanged at the time of delivery.

PRICE SCHEDULE

A. SPICES

ITEM ID NO.	DESCRIPTION	PACKAGE SIZE	PACKAGES PER CASE	BRAND NAME	PRICE PER CASE
8287	Basil, Sweet, Crushed	16 ozs.	6	Gel	\$ 13.60
3133	Celery Seed, Whole	16 ozs.	6	Gel	\$ 12.05
8288	Celery Seed, Ground	16 ozs.	6	Gel	\$ 12.35
3135	Cinnamon, Ground, Fortified	16 ozs.	6	Gel	\$ 11.68
8290	Cumin, Ground	16 ozs.	6	Gel	\$ 15.24
8291	Ginger, Ground	16 ozs.	6	Gel	\$ 23.96
3137	Nutmeg, Ground	16 ozs.	6	Gel	\$ 66.44 *
3138	Oregano, Ground	12 ozs.	6	Gel	\$ 10.74
8293	Paprika, Ground	16 ozs.	6	Gel	\$ 10.65
8347	Pepper, Black, Fine Ground 1 lb. container	16 ozs.	6	Gel	\$ 26.95 *
3140	Pepper, Black, Fine Ground 5 lb. container	80 ozs.	6	Gel	\$ 132.60 *
3141	Pepper, Red, Ground	16 ozs.	6	Gel	\$ 13.74
3142	Sage, Ground	12 ozs.	6	Gel	\$ 15.25
3145	Thyme, Ground	13 ozs.	6	Gel	\$ 13.80

B. SPICE BLENDS

ITEM ID NO.	DESCRIPTION	PACKAGE SIZE	PACKAGES PER CASE	BRAND NAME	PRICE PER CASE
3132	Cajun or Creole Seasoning, Blend	14 ozs.	12	Gel	\$ 12.15
3134	Chili Powder Blend	20 ozs.	6	Gel	\$ 11.96
8350	Salt, Seasoning	36 ozs.	6	Gel	\$ 11.40
8349	Poultry Seasoning Blend	12 ozs.	6	Gel	\$ 9.85

* Price increase effective on 07/30/12 with amendment 1.

C. DEHYDRATED VEGETABLES

ITEM ID NO.	DESCRIPTION	PACKAGE SIZE	PACKAGES PER CASE	BRAND NAME	PRICE PER CASE
3136	Garlic Powder	18 ozs.	6	Gel	\$ 16.64
8352	Onion, Dehydrated, White, Chopped	48 ozs.	6	Gel	\$ 33.68 *
8292	Onion Powder	18 ozs.	6	Gel	\$ 15.58 *
3146	Parsley Flakes	16 ozs.	6	Gel	\$ 23.60
8353	Peppers, Green Bell, Dehydrated, Diced 1/4"	16 ozs.	6	Gel	\$ 26.98
3147	Peppers, Red Bell, Dehydrated, Diced 1/4"	16 ozs.	6	Gel	\$ 30.10

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT906011-1 (04/30/14) *



MINORITY BUSINESS ENTERPRISE

142092
 Roger Elliott
 P. O. Box 29665
 Columbus, OH 43229

DELIVERY: 14 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Roger Elliott

Telephone: (614) 882-2783
 FAX: (614) 882-2781
 E-Mail: rogerelliott@att.net

CONTRACTOR'S IT/MIS CONTACT: Roger Elliott

Telephone: (614) 882-2783

* Price increase effective on 07/01/13 with amendment 3.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	07/01/13	Amendment #3 to notify price increase effective 07/01/13.
2	05/01/13	Renew the subject contract an additional twelve (12) months, effective 05/01/13 through 04/30/14
1	07/30/12	Amendment #1 to notify price increase effective 07/30/12 and note new analyst contact.