

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: Meat Processing Supplies

CONTRACT No.: OT00908330

EFFECTIVE DATES: 12/09/13 to 06/19/16 \*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT00908330 that opened on 11/25/13. 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 Rehabilitation and Correction, Ohio Penal Industries, Meat Processing Career 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.

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

\* Terminated IAW Standard Contract Terms and Conditions Section I.C.1.i., effective 06/19/16

Signed: \_\_\_\_\_  
Robert Blair, Director Date

TABLE OF CONTENTS \*

<u>CLAUSES</u>	<u>PAGE NO.</u>
<u>PART A</u>	
<u>Special Contract Terms and Conditions</u>	3-5
Amendments to Contract Terms and Conditions	3
Delivery and Acceptance	3
Minimum Order	3
Descriptive Literature	3
Evaluation	3
Contract Award	3
Fixed-Price with Economic Adjustment	4
Usage Reports	4
FDA Registration	4
Notice on the Use of Social Security Numbers as Federal Tax Identification Numbers	4
Disclosure of Subcontractors	5
Insurance Requirements	5
Specifications, Part A	6-8
Contract Price Schedule	9
<u>PART B</u>	
<u>Special Contract Terms and Conditions</u>	
Amendments to Contract Terms and Conditions	12 - 15
Delivery and Acceptance	12
Minimum Order	12
Descriptive Literature	12
Evaluation	12
Contract Award	12
Fixed-Price with Economic Adjustment	13
Usage Reports	12
FDA Registration	13
Disclosure of Subcontractors	13
Specifications Part B	15 – 16
Contract Price Schedule	17
Contractor's Index	18
Summary of Amendments	19

\* Updated per Amendment #1 effective 04/11/14

## 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 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. 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.

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.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract price(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 in Excel format) 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: Walt Schneider, CPPB, [walter.schneider@das.ohio.gov](mailto:walter.schneider@das.ohio.gov) \*

\* **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.fda.gov/food/guidanceregulation/foodfacilityregistration/default.htm>  
When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement. \*

**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.

\* Changed per Amendment #1 effective 04/11/14.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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.

SPECIFICATIONSI. 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 (OPI) Meat Processing Career Center (MPCC) 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 December 1, 2013 through November 30, 2016.

II. CLASSIFICATION

## A. Meat Product Seasoning Mixes

## 1. Meatloaf

## B. Vegetable (Soy) Protein Products

## 1. Texturized Vegetable (Soy) Protein Concentrate

III. APPLICABLE DOCUMENTS

- A. United States Department of Agriculture (USDA) Commercial Item Description (CID) No. A-A-20001 B, dated April 5, 2010 (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)

IV. REQUIREMENTS

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

## 1. Meatloaf

Ingredient by volume	Percentage
Dehydrated Onions	36% to 40%
Salt	25% to 29%
Powdered Milk (high temperature)	18% to 22%
Dehydrated Bell Peppers	5% to 9%
Sugar or Dextrose	5% to 9%

For use with the following meat block:

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

SPECIFICATIONS (Cont'd.)

2. 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 B. 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

B. Vegetable (Soy) Protein Products

1. Textured Vegetable (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

SPECIFICATIONS (Cont'd.)

IV. 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
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.

CONTRACT 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	ESTIMATED ANNUAL USAGE	PROCESSOR	BRAND NAME	PRODUCT CODE NUMBER	PKG. * WEIGHT	PRICE PER LB.
25363	Textured Vegetable (Soy) Protein Concentrate**	350,000 pounds	ADM Foods & Wellness	ARCON T	158-271	25 lbs.	\$1.195
NO AWARD	Meatloaf Seasoning Mix	50,000 pounds	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD

Contains recycled materials – Y/N: NO if Yes \_\_\_\_\_%. (Will not be part of the evaluation)

\* “Pkg.” refers to a bag of seasonings for a 500 lb. meat block.

\*\*Rehydration ratio: 1:3 soy protein concentrate

# 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.: **OT0090833**

MEAT LOAF SEASONING MIX, DRY

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT907014 that opened on 03/12/14. 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 04/11/14 and will expire on 11/30/16 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 OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, OHIO PENAL INDUSTRIES, MEAT PROCESSING CAREER 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.

Questions regarding this Supplemental Requirements Contract may be directed to:

Walt Schneider, CPPB  
walter.schneider@das.ohio.gov

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>

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: \_\_\_\_\_  
Robert Blair, Director Date

### SPECIAL CONTRACT TERMS AND CONDITIONS

This is an add-on bid which will become part of Contract OT00908330.

**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.

**BIDDER REQUIREMENTS:** Bidder shall read this Bid carefully in its entirety and shall obtain a complete understanding of the Terms and Conditions for Bidding and Instructions to Bidders, The Standard Contract Terms and Conditions and Supplemental Contract Terms and Conditions all of which are available through the link on the first page of this Bid. Additionally carefully read and understand all provisions of the Special Contract Terms and Conditions and Bid Specifications on Bid pages 3 through 7 below and the Required Certification for Bidding on page #2. These resources contain conditions and specifications which require Bidder compliance vital to this Bid and any ensuing Contract. Failure to comply with or falsification of any of the certifications contained therein shall result disqualification from further consideration of your Bid or in the case of an awarded contract, suspension or termination for cause.

**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:** See Article S-10, Minimum Orders – Transportation Charges of the Supplemental Contract Terms and Conditions. The minimum dollar value of any order 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, shall not be less than two hundred (\$ 250.00) dollars. In accordance with Article S-10, Minimum Orders – Transportation Charges of the Supplemental Contract Terms and Conditions, orders less than the minimum order amount specified will be shipped F.O.B. Prepaid with actual freight charges added to the invoice. A copy of the freight bill must accompany the invoice. Items will be ordered by the standard package identified on the bid/contract price page #8.

**DESCRIPTIVE LITERATURE:** Bidder(s) should submit, with the bid response, the manufacturer's specification sheet for the Meatloaf Seasoning Mix offered. The specification sheets shall include a list of all contents along with percentages of each item. 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 or other documents submitted by a Bidder, that may seek to 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.

**PRODUCT SAMPLES:** The bidder(s) may be required to submit samples of the supplies being offered. The samples, if requested 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 seven (7) 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.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, DAS will multiply the price(s) offered by the estimated annual usage to determine the lowest responsive and responsible bidder by low lot. .

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible certified Ohio Minority Business Enterprise (MBE) Bidder.

**USAGE REPORTS:** Every twelve (12) months the contractor must submit a report (written or on disk in Excel format) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. Reports are due by January 31<sup>st</sup> for the previous year. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walt Schneider, CPPB. [Walter.schneider@das.ohio.gov](mailto:Walter.schneider@das.ohio.gov)

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".

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.fda.gov/food/guidanceregulation/foodfacilityregistration/default.htm>  
When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

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.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

DISCLOSURE OF FULFILLMENT HOUSES:

Fulfillment Houses are defined as follows: A third party, including the manufacturer, that performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor. Bidders seeking to enter into a materials contract shall disclose the following: (use additional sheets if necessary)

If awarded a contract under this Invitation To Bid, do you intend to use Fulfillment Houses as defined above to fulfill your obligations under any ensuing contract? Yes:  No:

If you answered yes above, complete the following information.

a) Principal location of business for the contractor (Name/City/State/Country)

---

b) Principal location of all Fulfillment Houses (Name/City/State/Country)

---

---

c) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

---

---

d) Has this Fulfillment House ever been asked to withdraw from a contract with the state of Ohio, either as a Fulfillment House or as a direct contractor to the State? Yes  No

e) Has this Fulfillment House ever been asked to withdraw from a contract with another state or government body?  
Yes  No

The state of Ohio neither approves nor disapproves of any Fulfillment House. However, the State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is complete, correct, true and accurate. The Bidder agrees that no changes will be made to this list of fulfillment houses without amendment to the contract issued subsequent to the analysis of bids. Any attempt by the Bidder/Contractor to change or otherwise alter Fulfillment House locations where services will be performed without prior amendment to the contract, 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.

ALTERNATE BRANDS / SUBSTITUTION OF ITEMS: During the term of any ensuing contract, the awarded contractor(s) may have a need to provide alternate Manufacturer Item(s) other than those originally bid. Prior to the provision of any alternate however, the contractor shall notify and obtain permission of the state of Ohio DAS Office of Procurement Services contract contact indicated on page one of the Contract. DAS may require samples of the alternate or substitute item(s) prior to the approval of any alternate or substitute item(s). Failure to comply shall be considered an instance of contract default and may result in contract suspension or termination.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

EXCEPTIONS: Any exceptions to the specifications or terms and conditions in this bid 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 bid responses that meet the overall requirements of the bid and specifications. DAS Procurement Management will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification or term and condition 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 that would necessitate rejection of the bid response.

SPECIFICATIONS

SCOPE

The purpose of this bid is to obtain a contractor to supply Meatloaf Seasoning Mix for the Department of Rehabilitation and Correction, Ohio Penal Industries (OPI) Meat Processing Career Center (MPCC) at Pickaway Correctional Institution, 11781 State Route 762, and Orient, Ohio 43146. Orders for the item listed herein will, typically, be placed three to four times per year totaling the estimated annual usage as listed on the bid price page # 8.

APPLICABLE DOCUMENTS

- A. United States Department of Agriculture (USDA) Commercial Item Description (CID) No. A-A-20001 B, dated April 5, 2010 (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)

CLASSIFICATION

- A. Item 1. Meatloaf Seasoning Mix, Dry

GENERAL REQUIREMENTS

- A. Meatloaf seasoning mix shall be comprised of blends of ground, whole, crushed, chopped, minced cut, and/or flaked spices and shall be free flowing and granular, with an aroma and flavor characteristic of the product.
- B. All spices provided in meatloaf seasoning mix shall be of a quality that meets the salient characteristics of USDA CID No. A-A-20001 B. 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 may require proof of conformance at the expense of the contractor.
- C. Meatloaf seasoning mix shall be thoroughly blended.
- D. The meatloaf seasoning mix provided 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 and seasoning mixes within the commercial marketplace.

PACKAGING AND LABELING

- A. Meatloaf seasoning mix furnished to the state as a result of the award of this bid/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 and shall be properly marked as to contents, including warning statements, if applicable.
- B. Meatloaf seasoning mix shall be provided in bags containing the proper amount of mix to process a 1500 lb. batch of meat. Bags shall weigh twenty five (25) or fifty (50) lbs. Bags shall be securely closed by sealing, tying, taping or gluing. No metal crimps/staples are permitted.

SPECIFICATIONS (CONT'D)

- C. Meatloaf seasoning mix 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.
- D. Meatloaf seasoning mix packaging shall be tamper-evident. Any evidence of defects which may impair serviceability shall be cause for rejection.
- E. Shelf Life: Minimum one (1) year.

DELIVERY

- A. All shipments are to be palletized. Contractors shall furnish meatloaf seasoning mix 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.
- B. 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.

NOTES

- A. 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.

DETAILED SPECIFICATIONS

Meatloaf Seasoning Mix shall be composed of the following ingredients within the specified percentage ranges.

<u>Ingredient</u>	<u>Percentage</u>
Dextrose	20% - 30%
Enriched Wheat Flour	15% - 30%
Onion, Chopped	10% - 20%
Corn Syrup Solids	10% - 20%
Salt	10% - 20%
Bell Pepper, Minced or Chopped	5% - 10%
Garlic	5% - 10%
Celery	1% - 5%
Black Pepper	1% - 5%

For use with the following formulation:

1,100 Lbs.	Beef and Trimmings
400 Lbs.	Ground Turkey
150 Lbs.	Textured Vegetable (soy) Protein
200 Lbs.	Water
150 – 155 Lbs.	Meatloaf Seasoning Mix

CONTRACT PRICE SCHEDULE

BIDDING INSTRUCTIONS: Bidders shall follow the guidelines below for bidding.

1. All bids shall be in U.S. Dollars (\$USD).
2. All bids shall be in the Unit of Measure (UoM) specified for individual items on the Bid Price Page(s).
3. Bidders shall not enter bids with more than three spaces behind the decimal point. DAS will drop all digits more than three spaces behind the decimal point.

Contract Item #	OAKS ID #	Description	Unit of Measure (UoM)	Estimated Annual Usage (Lbs.)	Package Weight (Lbs.) (1)	Manufacturer	Manufacturer's Item #	Price Per UoM (\$USD)
1.	25364	Meat Loaf Seasoning Mix, Dry	Pounds	50,000	25	Coalescence, LLC	B13-311-A06	\$ 1.42

(1) Bidder shall enter package weight

Bidders are requested to complete the following:

ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS (Y/N)   N  . IF SO           %.

The foregoing will not be a part of the bid specification.

CONTRACTOR INDEX

**MINORITY BUSINESS ENTERPRISE (MBE)**

0000045934

Express Mini Mart, Inc.  
3546 Delphos Ave.  
Dayton, OH 45417



CONTRACTOR'S CONTACT: Mr. Samuel Black Jr.

BID CONTRACT NO.: OT00908330-1

DELIVERY: As Specified

TERMS: Net 30 Days

Toll Free:

Telephone: (937) 262-9392

FAX: (937) 263-7613

E-mail: [sblackjr@aol.com](mailto:sblackjr@aol.com)

---

**MINORITY BUSINESS ENTERPRISE (MBE)**

0000216130

Coalescence, LLC  
3455 Millennium Court  
Columbus, OH 43219



CONTRACTOR'S CONTACT: Mr. Bryan Finrock

BID CONTRACT NO.: OT00908330-3

DELIVERY: 21 Days A.R.O.

TERMS: Net 30 Days

Telephone: (614) 861 3639

FAX: (614) 861 1379

E-mail: [bfinrock@coalescence.com](mailto:bfinrock@coalescence.com) \*

Orders shall be submitted via E-mail to: [customerservice@coalescence.co](mailto:customerservice@coalescence.co)

\* Changed by Amendment #2, effective 02/16/16.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	06/19/16	This amendment is issued to terminate this contract in accordance with Section I. C. 1. i. of the Standard Contract Terms and Conditions, effective June 19, 2016. Thereafter the agency shall procure their needs for these supplies and services in accordance with the Ohio Revised Code, Section 125.05.
2	02/16/16	This amendment is issued to update the E-mail address of the Contractor Contact for Contractor Coalescence, effective 02/16/16.
1	04/11/14	This amendment is issued to add Part B to this contract and update for changes in the DAS contract contact. Effective 04/11/14.