

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: MEATLOAF SEASONING AND TURKEY SAUSAGE SEASONING MIXES, DRY AND TEXTURED SOY FLOUR

CONTRACT No.: OT906616

EFFECTIVE DATES: 06/20/16 to 11/30/19

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906616 that opened on 04/15/16. 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](#) (Revised 10/2013), 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 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.

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

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.

MINORITY BUSINESS ENTERPRISE (MBE) SET-ASIDE The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. All Offerors must be an Ohio certified MBE as of the solicitation due/opening date. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <http://das.ohio.gov/Divisiond/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

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.

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 Item.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible certified Ohio Minority Business Enterprise (MBE) Bidder by Bid Item. Bidders may be eligible for award of more than one item.

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.

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 31st 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

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.

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 written permission from the state of Ohio DAS Office of Procurement Services and the Ohio Penal Industries Meat Processing Career Center. 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.)

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".

SPECIFICATIONS

I. SCOPE

- A. The purpose of this bid is to obtain a contractor to supply Turkey Sausage and Meatloaf Seasoning Mixes and Textured Soy Flour 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. Anticipated annual volumes for each of the items below are listed on the bid price pages 7 and 8.
- B. Item 1. Meatloaf Seasoning Mix, Dry
Item 2. Turkey Sausage Seasoning Mix, Dry
Item 3. Textured Soy Flour

II. 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)

III. GENERAL REQUIREMENTS

- A. 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 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 may require proof of conformance at the expense of the contractor.
- C. All seasoning mixes shall be thoroughly blended.
- D. All seasoning mixes 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.

SPECIFICATIONS

IV. PACKAGING AND LABELING REQUIREMENTS

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

V. DELIVERY REQUIREMENTS

- A. All shipments are to be palletized. Contractors shall furnish 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

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.

VI. DETAILED SPECIFICATIONS

- A. Bid Item 1. Meatloaf Seasoning Mix, Dry

Shall be composed of the following ingredients within the specified percentage ranges.

<u>Ingredient</u>	<u>Percentage by Weight</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%

SPECIFICATIONS (CONT'D)

B. Bid Item 2. Turkey Sausage Seasoning Mix, Dry

Shall be composed of the following ingredients within the specified percentage ranges.

<u>Ingredient</u>	<u>Percentage by Weight</u>
Spices	19% - 24%
Salt	15% - 21%
Dextrose	14% - 17%
Corn Syrup Solids	14% - 17%
Potassium Chloride	12% - 19%
Sugar	5% - 9%
Disodium Inosinate	1% - 3%
Disodium Guanylate	1% - 3%
Natural Flavor	1% - 3%
Yeast Extract	1% - 3%
Citric Acid	1%

C. Bid Item 3. Textured Soy Flour

Shall be 1/4" flake.

Shall be uncolored.

Shall not be fortified with vitamins and minerals.

Shall have a bland, soy odor and flavor.

Shall have a low sodium content with no salt added.

Shall have rapid cold water hydration.

Shall be comprised of minimum 65% dehydrated protein.

Rehydration Ratio 1:3

Rehydrated product shall provide a minimum of 18% protein.

The minimum acceptable packaging for textured soy flour shall be 25 lb. to 50 lb. multi-wall poly-lined paper bags. The maximum acceptable packaging shall be 150 lb. drums. Drums may be exchangeable.

Shall have a minimum shelf life of one (1) year.

CONTRACT PRICES

CONTRACTOR: Diversified Services Corporation; OAKS Supplier Number 0000056879

OAKS Item #	Description	Unit of Measure (UoM)	Package Weight (Lbs.)	Manufacturer	Manufacturer's item #	Bid Price Per Lb. (\$USD)
25364	Meatloaf Seasoning Mix, Dry, as specified	Lb.	50	Tastemasters Reed Food Technologies	DDR.MLS. DSS-01.01	\$ 1.484

CONTRACTOR: E.M.M./Black's Distributor: OAKS Supplier Number 0000133228

OAKS Item #	Description	Unit of Measure (UoM)	Package Weight (Lbs.)	Manufacturer	Manufacturer's item #	Bid Price Per Lb. (\$USD)
29659	Textured Soy Flour, as specified	Lb.	50 Lbs.	Cargill, Inc.	3014P	\$.56

OAKS Item #	Description	Unit of Measure (UoM)	Package Weight (Lbs.)	Manufacturer	Manufacturer's item #	Bid Price Per Lb. (\$USD)
	Turkey Sausage Seasoning Mix, Dry as specified	Lb.		No Award	No Award	No Award

ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS (Y/N) N. IF SO ____%.
 The foregoing will not be a part of the bid specification.

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.

Diversified Services Corporation – Reed Food Technologies

E.M.M. / Black's Distributor – Cargill, Inc.

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.

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)

E.M.M. / Black's Distributor 3546 Delphos Ave Dayton, OH

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

Cargill – Cedar Rapids, IA

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

Cargill – GSTC Warehouse Cedar Rapids, IA

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.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO: OT906616-1

MINORITY BUSINESS ENTERPRISE (MBE)

0000056879

Diversified Services Corp.
4415 Euclid Avenue
Cleveland, OH 44103

DELIVERY: 21 Days ARO

TERMS: 2%, 10 Days, Net 30



CONTRACTOR'S CONTACT: Wendell E. Turner

Telephone: (216) 881-9300

Fax: (216) 881-4208

E-Mail: heritagefare11@gmail.com

Purchase Orders are to be e-mailed to: heritagefare11@gmail.com

Freight on Less than Minimum Orders, Diversified Services Corporation – OAKS Item 27235

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: OT906616-2

MINORITY BUSINESS ENTERPRISE (MBE)

0000133228

E.M.M. / Black's Distributor
3546 Delphos Ave
Dayton, OH 45417

DELIVERY: 21 Days ARO

TERMS: Net 30 Days *



CONTRACTOR'S CONTACT: Samuel Black, Jr

Toll Free: (800) 642-5134

Telephone: (937) 262-9392

Fax: (937) 263-7613

E-Mail: sblackjr@aol.com

Purchase Orders are to be faxed to: (937) 263-7613

Freight on Less than Minimum Orders, E.M.M./Black's Distributor – OAKS Item 29660

* Changed by Amendment #1, Effective 06/20/16.