

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

AMENDMENT FOR CHANGE  
AMENDMENT NO. 2

TO: LIMITED DISTRIBUTION - OHIO DEPARTMENT OF MENTAL HEALTH, CENTRAL WAREHOUSE, 3201 ALBERTA ST., COLUMBUS, OH 43204

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - CEREAL, HOT AND COLD, BULK AND SINGLE SERVING

This amendment is issued to notify of award for Part B to this contract effective May 14, 2010. Part B is the reaward of Category I, Cold Cereal, Bulk.

Attached are pages 11-21, Part B, to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Russell Perry  
russell.perry@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s): 6493  
H. Schrier & Co. Inc.  
4901 Glenwood Road  
Brooklyn, NY 11234  
schrierfoods@aol.com

# 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.: **OT903110**

CEREAL, HOT AND COLD, BULK AND SINGLE SERVING

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT906810 that opened on 04/14/10. 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 05/01/10 and will expire on 08/31/11 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 OHIO 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.

Questions regarding this Supplemental Requirements Contract may be directed to:

Russell Perry  
russell.perry@das.state.oh.us

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>

Signed: \_\_\_\_\_  
Hugh Quill, Director Date

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**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**SUPPLEMENTAL BID:** Any award made as a result of this bid will become a part of Contract No. OT903110 effective 05/14/10.

**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, Bidders may visit the Office of Procurement Services website to post Bid related questions at <[www.ohio.gov/procure](http://www.ohio.gov/procure)>. Answers to all Bidder questions will be posted on the Office of Procurement Services website and linked to the bid number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the bid document is downloaded. 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 Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, 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 CATEGORY I:** No order shall be placed against a Contract awarded pursuant to this Bid for Category I for less than a truckload quantity.

**EVALUATION:** To determine the low lot total price of each category, the State will multiply the estimated annual usage of each item in the category by its corresponding price per ounce and then add these totals together. Price per ounce will be determined by dividing the Case Price submitted on the bid by total ounces per case entered in the Pack Offered column of the bid. Although there will be separate category awards made, bidders are eligible to receive awards of multiple categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the categories. Failure to bid all items within a category may result in the Bidder being deemed not responsive.

**CONTRACT AWARD:** The Contract will be awarded to the lowest responsive and responsible bidder by low lot total, by category of product. Failure to bid all items in a category may result in the Bidder being deemed not responsive, for that category.

**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/~furls/ovffreq.html>

When applicable, by signature affixed on Page 1, the Bidder, or their supplier, certifies that they comply with this requirement.

**AUTHORIZED DEALER STATEMENT:** Bidders responding to this Invitation to Bid must be authorized dealers or manufacturers of the products they are bidding. Bidders should submit, with the bid, certification attesting to the fact they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized manufacturer's representative. If not provided with the bid response bidder will be required to provide the said certification within seven (7) calendar days, after notification, to the Office of Procurement Services. Failure to provide the certification with the bid or within the stated time period will result in the bidder being deemed as not responsive.

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. The literature will be used during evaluation to determine compliance with the specifications. The literature should provide pack information verification of compliance with the specifications, and compliance information for the requirements. 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. 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.

**SAMPLES:** Samples may be requested from one or more Bidders during the evaluation period. A Bidder requested to submit samples shall submit only the quantity of product sample requested (a minimum of two [2] samples). 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 processor (manufacturer), brand name, and product code number. Sample submitted shall be the same product offered on the Bidder's bid response and the same product delivered, if Bidder should receive an award. Samples shall be sent to the Food Service Section, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, Attn: Mr. Steve Knight (614) 752-0026, Ext. 21. Bidders shall submit samples only upon request. Only one (the first) shipment of samples submitted by a bidder for an ITB will be evaluated. Failure to supply samples during the evaluation period, within seven (7) calendar days of the request from Central Warehouse shall deem your bid not responsive.

Awards will be based on product compliance with specifications, and determined by the Food Service Section to be equal in all material respects to the product referenced in this Invitation to Bid, and test results as to palatability, portion weight, appearance, etc.

**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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Russell Perry.

SPECIFICATIONS FOR CEREAL, HOT AND COLD, BULK AND SINGLE SERVING

I. SCOPE AND CLASSIFICATION

A. Scope: The purpose of this Bid is to obtain a Contractor(s) to supply Category I ONLY, Cold Cereal, Bulk, of Cereal, Hot and Cold, Bulk and Single Serving, to the Ohio Department of Mental Health, Central Warehouse, 3201 Alberta St., Columbus, OH 43204, for use at the state institutions. The Contractor shall deliver cereal, FOB destination prepaid, within twenty one (21) days ARO. The term of any ensuing contract is to be from May 1, 2010 or when signed by DAS, through August 31, 2011.

B. Classification

1. Category I shall consist of Cold Cereal, Bulk, Ready to Eat.

- a. Corn Flakes
- b. Sugar Frosted Flakes
- c. Crisp Rice
- d. Bran Flakes
- e. Toasted Oats
- f. Fruit Flavored Shapes (from corn, wheat and/or oat flours)

## II. REQUIREMENTS

### A. Salient Characteristics

1. Appearance and Color: Shall have the appearance and color characteristic for the applicable type and flavor.
2. Odor and Flavor: Shall have the odor and flavor characteristic for the applicable type and flavor. There shall be no foreign odors or flavors such as, but not limited to, rancid, bitter, raw, starchy, sour, or other undesirable flavors and odors.
3. Foreign Material: All ingredients shall be clean, sound, wholesome, and free from evidence of rodent or insect infestation. There shall be no foreign material such as, but not limited to, dirt, insect parts, hair, wood, glass, or metal.
3. Age Requirement: The cold cereal shall be processed and packaged not more than sixty (60) days prior to shipment.

### B. Regulatory Requirements

1. The cereal shall comply with all applicable federal and state mandatory requirements and regulations relating to preparation, packaging, labeling, storage, distribution, and sales of cereal within the commercial marketplace. Cereal shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.
2. Guaranty: By the signature affixed on page 1 of this Bid, the 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.

### C. Quality Assurance Provisions

Cereals provided shall meet the salient characteristics of this specification, conform to the producer's own specifications, standards, and quality assurance practices, and shall be the same cereal offered for sale in the commercial marketplace. The State reserves the right to require proof of such conformance.

### D. Packaging

1. The packaging of all products shall be in accordance with good commercial practice and products shall be packed in containers standard to the industry.
2. Preferred packaging for products in all categories are as specified on pricing page. Alternate pack sizes may be offered (+/- 50 % per case). If alternate pack sizes are offered, these items will be evaluated in accordance with price per oz.

### E. Delivery

1. Shipment shall be made to the Ohio Department of Mental Health, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204.
  - a. The Contractor shall contact the Ohio Department of Mental Health, Central Warehouse at (614) 752-0026, Ext. 10 to schedule an appointment for unloading prior to loading for shipment. Unloading is by appointment only. Receiving hours are from 8:00 a.m. to 2:00 p.m.
  - b. No partial deliveries will be accepted unless prior approval has been granted by the Ohio Department of Mental Health, Central Warehouse, Mr. Steve Knight at (614) 752-0026, Ext. 21.

- F. Palletization: All shipments are to be palletized. Contractor(s) shall furnish commodity palletized on either disposable pallets or 40" x 48" 4-way (GMA) pallets for truckload deliveries. Weight shall not exceed 2500 lbs. Pallets of equal value will be exchanged at the time of delivery.

- G. Nutrition Label/Information: Bidders should submit a nutrition label/information for each product offered as part of their bid response. If not submitted with the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services. A nutritional label panel (examples shown below) from the product label or nutrition information on the packer/processor's specification sheet or letterhead listing the same information as a nutrition label panel is acceptable. The nutrition label/information provided must be legible. The nutrition label/information provided must be in accordance with 21 CFR 101.9 (Nutrition labeling of food). Nutrition label/information is required as part of the bid evaluation and to comply with 7 CFR 210 (National School Lunch Program) and 7 CFR 220 (School Breakfast Program).

<b>Nutrition Facts</b>	
Serving Size 1 cup (228g) Servings Per Container 2	
Amount Per Serving	
<b>Calories 260</b>	Calories from Fat 120
% Daily Value*	
<b>Total Fat 13g</b>	<b>20%</b>
Saturated Fat 5g	<b>25%</b>
Trans Fat 2g	
<b>Cholesterol 30mg</b>	<b>10%</b>
<b>Sodium 660mg</b>	<b>28%</b>
<b>Total Carbohydrate 31g</b>	<b>10%</b>
Dietary Fiber 0g	<b>0%</b>
Sugars 5g	
Protein 5g	
Vitamin A 4%	Vitamin C 2%
Calcium 15%	Iron 4%
* Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs:	
	Calories: 2,000 2,500
Total Fat	Less than 65g 80g
Sat Fat	Less than 20g 25g
Cholesterol	Less than 300mg 300mg
Sodium	Less than 2,400mg 2,400mg
Total Carbohydrate	300g 375g
Dietary Fiber	25g 30g
Calories per gram: Fat 9 * Carbohydrate 4 * Protein 4	

<b>Nutrition Facts</b>		
Serving Size 1/12 package (44g, about 1/4 cup dry mix) Servings Per Container 12		
Amount Per Serving		
	Mix	Baked
<b>Calories</b>	190	280
Calories from Fat	45	140
% Daily Value**		
<b>Total Fat 5g*</b>	<b>8%</b>	<b>24%</b>
Saturated Fat 2g	<b>10%</b>	<b>13%</b>
Trans Fat 1g		
<b>Cholesterol 0mg</b>	<b>0%</b>	<b>23%</b>
<b>Sodium 300mg</b>	<b>13%</b>	<b>13%</b>
<b>Total Carbohydrate 34g</b>	<b>11%</b>	<b>11%</b>
Dietary Fiber 0g	<b>0%</b>	<b>0%</b>
Sugars 18g		
Protein 2g		
Vitamin A	0%	0%
Vitamin C	0%	0%
Calcium	6%	8%
Iron	2%	4%
* Amount in Mix		
** Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs:		
	Calories: 2,000	2,500
Total Fat	Less than 65g	80g
Sat Fat	Less than 20g	25g
Cholesterol	Less than 300mg	300mg
Sodium	Less than 2,400mg	2,400mg
Total Carbohydrate	300g	375g
Dietary Fiber	25g	30g

<b>Nutrition Facts</b>	Amount/serving	% Daily Value*	Amount/serving	% Daily Value*	* Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs: Calories: 2,000 2,500
	Serving Size 2 slices (56g) Servings per container 10	<b>Total Fat 1.5g</b>	<b>2%</b>	<b>Total Carbohydrate 26g</b>	
<b>Calories 140</b> Calories from Fat 15	Saturated Fat 0.5g	<b>3%</b>	Dietary Fiber 2g	<b>8%</b>	Sat Fat Less than 20g 25g
	Trans Fat 0.5g		Sugars 1g		Cholesterol Less than 300mg 300mg
	<b>Cholesterol 0mg</b>	<b>0%</b>	<b>Protein 4g</b>		Sodium Less than 2,400mg 2,400mg
	<b>Sodium 280mg</b>	<b>12%</b>			Total Carbohydrate 300g 375g
	Vitamin A 0%	Vitamin C 0%	Calcium 6%	Iron 6%	Dietary Fiber 25g 30g
	Thiamin 15%	Riboflavin 8%	Niacin 10%		

PRICE SCHEDULE

CATEGORY I – COLD CEREAL, BULK

CONTRACTOR: H. SCHRIER & CO.

ITEM ID NO.	DESCRIPTION	CASE PACK	PROCESSOR/BRAND NAME	PRICE PER CASE
2723	Corn Flakes, Bulk	4/35 oz. pkg per case	Gilster Mary Lee/Hospitality 76240	\$ 10.29
7746	Sugar Frosted Corn Flakes, Bulk	4/35 oz. pkg per case	Gilster Mary Lee/Hospitality 76248	\$ 12.04
2727	Crisp Rice, Bulk	4/35 oz. pkg per case	Gilster Mary Lee/Hospitality 76242	\$ 12.84
2722	Bran Flakes, Bulk	4/35 oz. pkg per case	Gilster Mary Lee/Hospitality 76241	\$ 11.14
7747	Toasted Oats, Bulk	4/35 oz. pkg per case	Gilster Mary Lee/Hospitality 76244	\$ 11.94
2725	Fruit Flavored, Bulk	4/35 oz. pkg per case	Gilster Mary Lee/Hospitality 76247	\$ 13.24

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND DELIVERY:

BID / CONTRACT NO.: OT903110 (8/31/11)

6493  
H. Schrier & Co. Inc.  
4901 Glenwood Road  
Brooklyn, NY 11234

BID / CONTRACT NO.: OT903110-3 (8/31/11)  
TERMS: Net 30 Days

DELIVERY: 21 Days A.R.O.

CONTRACTOR'S CONTACT: Mr. Jack Tamaroff

Telephone: (718) 258-7550  
FAX: (718) 258-9478  
E-mail: [schrierfoods@aol.com](mailto:schrierfoods@aol.com)

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	05/14/10	Award Part B – Category I
1	04/30/10	Terminate for Convenience – Category I