

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

REQUIREMENTS CONTRACT: CEREAL, HOT AND COLD, BULK AND SINGLE SERVING

CONTRACT No.: OT903110

EFFECTIVE DATES: October 23, 2009 to August 31, 2011

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903110 that opened on DMH003F. 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 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.

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:

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

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



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

Signed: _____
Hugh Quill, Director Date

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

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Office of Procurement Services website to post Bid related questions at <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 inquires 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.

MINIMUM ORDER CATEGORY II: No order shall be placed against a Contract awarded pursuant to this Bid for Category II for less than a quantity of 500 cases.

MINIMUM ORDER CATEGORY III: No order shall be placed against a Contract awarded pursuant to this Bid for Category III for less than the following quantities:

Quick Cooking Oats, 50 lb. bag:	Minimum order of 800 bags (truckload quantity).
Quick Cooking White Hominy Grits, 12/24 oz. per case:	Minimum order of 1000 cases.
Quick Cooking Farina, 12/28 oz. per case:	Minimum order of 1000 cases.
Instant Oatmeal Single Serving, 48/1.25 oz. per case:	Minimum order of 500 cases.

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/~furl/ovffreg.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 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 October 23, 2009 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)

2. Category II shall consist of Cold Cereal, Individual Bowl Packs, 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)

3. Category III shall consist of Quick Cooking Hot Cereal
 - a. Rolled Oats
 - b. White Hominy Grits
 - c. Enriched Farina
 - d. Oatmeal, Instant, Individual Serving, Variety Pack

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.
1. Age Requirement: The cold cereal and farina shall be processed and packaged not more than sixty (60) days prior to shipment. The rolled oats and white hominy grits shall be manufactured not more than ninety (90) 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).

Nutrition Facts			
Serving Size 1 cup (228g)			
Servings Per Container 2			
Amount Per Serving			
Calories 260	Calories from Fat 120		
% Daily Value*			
Total Fat 13g	20%		
Saturated Fat 5g	25%		
Trans Fat 2g			
Cholesterol 30mg	10%		
Sodium 660mg	28%		
Total Carbohydrate 31g	10%		
Dietary Fiber 0g	0%		
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

Nutrition Facts			
Serving Size 1/12 package			
(44g, about 1/4 cup dry mix)			
Servings Per Container 12			
Amount Per Serving			
Calories	Mix	Baked	
Calories	190	280	
Calories from Fat	45	140	
% Daily Value**			
Total Fat 5g*	8%	24%	
Saturated Fat 2g	10%	13%	
Trans Fat 1g			
Cholesterol 0mg	0%	23%	
Sodium 300mg	13%	13%	
Total Carbohydrate 34g	11%	11%	
Dietary Fiber 0g	0%	0%	
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

Nutrition Facts		Amount/serving	% Daily Value*	Nutrition Facts		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:	
Serving Size 2 slices (56g)		Total Fat 1.5g	2%	Serving Size 2 slices (56g)		Total Carbohydrate 26g	9%	Calories: 2,000 2,500	
Servings per container 10		Saturated Fat 0.5g	3%	Servings per container 10		Dietary Fiber 2g	8%	Total Fat	Less than 65g 80g
Calories 140		Trans Fat 0.5g		Calories 140		Sugars 1g		Sat Fat	Less than 20g 25g
Calories from Fat 15		Cholesterol 0mg	0%	Calories from Fat 15		Protein 4g		Cholesterol	Less than 300mg 300mg
		Sodium 280mg	12%					Sodium	Less than 2,400mg 2,400mg
		Vitamin A 0%	•					Total Carbohydrate	300g 375g
		Vitamin C 0%	•					Dietary Fiber	25g 30g
		Thiamin 15%	•						
		Riboflavin 8%	•						
		Niacin 10%	•						
		Calcium 6%	•						
		Iron 6%	•						

PRICE SCHEDULE

CATEGORY I – COLD CEREAL, BULK

CONTRACTOR: SUPREME FOOD RESOURCE

ITEM ID NO.	DESCRIPTION	CASE PACK	PROCESSOR/BRAND NAME	PRICE PER CASE
2723	Corn Flakes, Bulk	4/35 oz. pkg per case	Golden Foods/Golden 0040359	\$ 9.526
7746	Sugar Frosted Corn Flakes, Bulk	4/35 oz. pkg per case	Golden Foods/Golden 00340355	\$ 10.692
2727	Crisp Rice, Bulk	4/35 oz. pkg per case	Golden Foods/Golden 00340358	\$ 9.97
2722	Bran Flakes, Bulk	4/35 oz. pkg per case	Golden Foods/Golden 00340357	\$ 10.594
7747	Toasted Oats, Bulk	4/35 oz. pkg per case	Golden Foods/Michel T17603	\$ 12.755
2725	Fruit Flavored, Bulk	4/35 oz. pkg per case	Golden Foods/Golden 00340356	\$ 10.555

CATEGORY II – COLD CEREALS, INDIVIDUAL BOWL PACKS

CONTRACTOR: DORI FOODS

ITEM ID NO.	DESCRIPTION	CASE/PACK	PROCESSOR/BRAND NAME	PRICE PER CASE
7743	Corn Flakes, Individual Bowl Pack	96-3/4 oz pack per case	Gilster Mary Lee/Hospitality 71923-76916	\$ 15.29
2728	Sugar Frosted Corn Flakes, Individual Bowl Pack	96-1 oz pack per case	Gilster Mary Lee/Hospitality 71923-76190	\$ 15.29
2724	Crisp Rice, Individual Bowl Pack	96-3/4 oz pack per case	Gilster Mary Lee/Hospitality 71923-76915	\$ 15.29
7742	Bran Flakes, Individual Bowl Pack	96-1 oz pack per case	Gilster Mary Lee/Hospitality 71923-76191	\$ 15.29
2729	Toasted Oats, Individual Bowl Pack	96-3/4 oz pack per case	Gilster Mary Lee/Hospitality 71923-76193	\$ 15.29
7744	Fruit Flavored Shapes, Individual Bowl Pack	96-3/4 oz pack per case	Gilster Mary Lee/Hospitality 71923-76194	\$ 15.29

CATEGORY III – HOT CEREAL, BULK AND INDIVIDUAL SERVING

CONTRACTOR: H. SCHRIER & CO.

ITEM ID NO.	DESCRIPTION	CASE/BAG/PACK	PROCESSOR/BRAND NAME	PRICE PER CASE
7745	Quick Cooking Oats	50 lb. bag	HomeStat Farms Maypo 00200	\$ 22.89
8001	Quick Cooking White Hominy Grits	12/24 oz. pack per case	HomeStat Farms Maypo 00202	\$ 11.13
2793	Quick Cooking Farina	12/28 oz. pack per case	HomeStat Farms Maypo 43051	\$ 18.23
2794	Instant Oatmeal, Individual, Variety Pack, Single Serving	64 packets per case, see below *	HomeStat Farms Maypo 00301	\$ 10.99

* Instant Oatmeal content amount and variety per case: 24 ea. - Maple & Brown Sugar (1.51 oz. per packet) / 16 ea. - Apple & Cinnamon (1.27 oz. per packet)
12 ea. – Cinnamon Spice (1.68 oz. per packet) / 12 ea. - Regular (.98 oz. per packet)

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND DELIVERY:

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



8234
Supreme Food Resource, Inc.
P.O. Box 644
Marysville, OH 43040

BID / CONTRACT NO.: OT903110-1 (8/31/11)

TERMS: Net 30 Days

DELIVERY: 21 Days A.R.O.

CONTRACTOR'S CONTACT: Ms. Patricia Evans

Telephone: (937) 243-2225

FAX: (937) 644-9967

E-mail: pevans@supremefoodresource.com



3257
Dori Foods of Ohio, LLC
3806 Bluff Drive
Lewis Center, OH 43035

BID / CONTRACT NO.: OT903110 -2 (8/31/11)

TERMS: Net 30 Days

DELIVERY: 21 Days A.R.O.

CONTRACTOR'S CONTACT: Mr. Lewis Baum

Telephone: (614) 421-7592

FAX: (614) 421-7592

E-mail: SFBAUM@DORIFOODS.COM

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