

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

REQUIREMENTS CONTRACT: BEVERAGE BASE, LIQUID, CONCENTRATED, ARTIFICIALLY SWEETENED

CONTRACT No.: OT907208

EFFECTIVE DATES: 04/01/08 to 03/31/09

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT907208 that opened on 02/25/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to DEPARTMENT OF MENTAL HEALTH, CENTRAL WAREHOUSE, 3201 ALBERTA ST., COLUMBUS, OH 43204, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

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

This Requirements Contract and any Amendments thereto are available from the DAS website 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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fourteen (14) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

MINIMUM ORDER: The minimum 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 approximately forty thousand pounds (one truckload) of singular or assorted items.

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

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

PRODUCT SAMPLES: Samples may be requested from one or more bidders during the evaluation period. A sample shall consist of two (2) 1-gallon containers of each flavor of beverage base specified herein. Parcels containing samples are to be clearly labeled with the bidder's company name, the bid number, and the bid opening date. The product sample should be labeled in accordance with the information provided by the bidder on the bid response as to manufacturer, brand name, and product code number. Sample submitted shall be the same product offered on the bidder's bid response and the same product delivered, if bidder should receive an award. Samples shall be sent to the Food Service Section, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, Attn: Mr. Dennis Weber (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. There may be a taste test and laboratory analysis of the sample to determine acceptability. Awards will be based on product compliance with specifications, and determined by Central Warehouse to be equal in all material respects to the product referenced in this Invitation to Bid, and test results as to color, clarity, taste, and solubility, etc. Laboratory analysis may include, but not be limited to, determination of Vitamin C content and/or determination of ingredients in order of preponderance and shall be performed by a USDA approved laboratory.

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.

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.cfsan.fda.gov/~furls/ovffreg.html>

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

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Russell Perry.

SPECIFICATIONS FOR BEVERAGE BASE, LIQUID, CONCENTRATED, ARTIFICIALLY SWEETENED

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor to supply beverage base, artificially sweetened, to be ordered by the Department of Mental Health, Central Warehouse for state institutions. The term of any contract issued pursuant to this bid shall be for a period of one (1) year, from April 1, 2008 through March 31, 2009.

B. Classification

1. Lemon
2. Lime
3. Cherry
4. Grape
5. Fruit Punch
6. Orange

II. REQUIREMENTS

A. Products

1. Shall be a liquid, concentrated beverage base with a dilution ratio of 15:1. No alternate dilution ratios are acceptable.
2. Shall be sweetened with non-nutritive artificial sweeteners such as aspartame, acesulfame K, sucralose, saccharin or other FDA approved sweeteners. Saccharin shall not be the principal sweetener.
3. Shall consist of natural and/or artificial flavors. Taste shall be typical and characteristic for each flavor.
4. Chemical preservatives may be used.
5. Shall be Vitamin C fortified to provide at least 50% of the United States Recommended Daily Allowance (USRDA) in an 8 oz. serving of prepared product.
6. Shall be delivered within one (1) month of production date.
7. Shall show no signs of solidification or separation within six (6) months of delivery at room temperature.

SPECIFICATIONS (Cont'd)

B. Packaging

1. 4/1 gal. per case, in tamper evident plastic containers.

C. Labeling

1. All containers shall be marked with the production date.
2. Product label must bear a full listing of all ingredients, in order of preponderance.

D. Delivery

1. Deliveries shall be received Monday through Friday, with the exception of state holidays. Appointment is necessary and shall be made prior to loading for shipment.
2. No partial shipments will be accepted unless prior approval has been granted by the Department of Mental Health, Central Warehouse, Mr. Dennis Weber at (614) 752-0026, Ext. 21.

E. Palletization

1. All shipments are to be palletized. Contractor(s) shall furnish commodity palletized on 40" x 48" 4-way (GMA) pallets for truckload quantities. Weight shall not exceed 2500 lbs. Pallets of equal value will be exchanged at the time of delivery only.
2. Palletized cases shall be plastic stretch wrapped.

F. General Information

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.
2. The delivered product shall comply with all applicable federal and state mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution and sales of the product within the commercial marketplace.

PRICE SCHEDULE

ITEM ID NO.	FLAVOR	MANUFACTURER	BRAND	PRODUCT CODE NO.	PRICE PER CASE
13024	Lemon	Belton Foods Inc.	Belton Best 15+1 Beverage Concentrate	FIF 140 D	\$12.56
13025	Lime	Belton Foods Inc.	Belton Best 15+1 Beverage Concentrate	FIF 170 D	\$12.56
13026	Cherry	Belton Foods Inc.	Belton Best 15+1 Beverage Concentrate	FIF 150 D	\$12.56
13027	Grape	Belton Foods Inc.	Belton Best 15+1 Beverage Concentrate	FIF 130 D	\$12.56
13028	Fruit Punch	Belton Foods Inc.	Belton Best 15+1 Beverage Concentrate	FIF 120 D	\$12.56
13029	Orange	Belton Foods Inc.	Belton Best 15+1 Beverage Concentrate	FIF 110 D	\$12.56

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT907208-1 (03/31/09)



48320
 William F. Williams Co.
 318 Green Hollow Dr.
 Pataskala, OH 43062

DELIVERY: 14 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Ms. Ella Williams

Telephone: (740) 927-1203
 FAX: (740) 927-2807
 E-Mail: wmfwilliamsco@aol.com

CONTRACTOR'S IT/MIS CONTACT: Ms. Ella Williams

Telephone: (740) 927-1203