

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

REQUIREMENTS CONTRACT: Gelatin, Pudding and Whipped Topping Mixes

CONTRACT No.: OT909009

EFFECTIVE DATES: 06/10/09 to 05/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT909009 that opened on 05/15/09. 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 Mental Health, Office of Support Service, Central Warehouse, 3201 Alberta Street, 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:

Elizabeth Lind, CPPB  
elizabeth.lind@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.

**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:** The minimum quantity of any order placed against a contract awarded pursuant to this bid shall be one (1) truckload (which shall be defined as thirty-eight thousand (38,000) pounds) of assorted products and flavors.

**PLACEMENT OF ORDERS:** Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful contractor(s) by the using agency on an as needed basis. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

**DOCUMENTATION:**

1. The bidder should submit, with the bid response, a statement, label declaration, or product specification sheet from the processor(s), stating that the products offered do not contain pork products or pork derivatives.
2. **Nutrition Statements:** The bidder should submit, with the bid response, a Nutrition Information/Facts Sheet for each product offered, in accordance with Federal Regulation 7 CFR Parts 210 and 220 (Child Nutrition Programs). A nutritional label or manufacturer's specification sheet, on manufacturer's label or letterhead, listing the same information is acceptable. The Nutritional Facts/Information Sheet must be legible.
3. The bidder should submit, with the bid response, a Certificate of Insurance/Workers' Compensation certificate as specified in Articles S-13 and S-14 of the Supplemental Contract Terms and Conditions, as applicable.

If the documentation listed above does not accompany the bid response, the bidder will be required to provide said literature within five (5) business days, after notification, to the Office of State Purchasing. Failure to provide the literature within the stated time period will result in the bidder being deemed as not responsive.

**PRODUCT SAMPLES:** The bidder shall submit samples of all products offered. A sample shall consist of three (3) packages (not cases) of each product offered.

Samples shall be sent to Steve Knight, Department of Mental Health, Office of Support Services, Central Warehouse, Food Service Section, 3201 Alberta Street, Columbus, OH 43204. Samples are due no later than close of business on Friday, May 15, 2009. Failure to provide the sample(s) within the stated time period will result in the bidder being deemed as not responsive.

The sample submitted shall be the same product offered on the bid and the same product to be supplied if bidder receives an award. Parcels containing samples shall be clearly labeled with the bidder's company name, the bid number, and the bid opening date. The product sample shall be labeled in accordance with the information provided by the bidder on the bid response as to packer/processor, brand name, and product code number. Only one (1) (the first) shipment of samples submitted by a bidder for the bid will be evaluated. Samples will be evaluated by a panel assembled by Department of Mental Health, Office of Support Services, and Central Warehouse. Evaluated characteristics of the samples shall include, but not be limited to, product compliance with bid specifications and test results as to fragrance, flavor, acidity, aftertaste, body, etc.

The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. 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.

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.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". In addition, the state will multiply the bid price per case by the estimated annual usage to obtain a line item total for each item. All line item totals will be added to obtain a lot total.

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: Elizabeth Lind.

## SPECIFICATION

### I. SCOPE AND CLASSIFICATION

A. Scope: The purpose of this bid is to obtain a contractor to provide gelatin, instant pudding mix, and whipped topping mix to the Department of Mental Health, Central Warehouse for use in state institutions. The term of any contract issued pursuant to this Invitation to Bid shall be for one (1) year, from June 10, 2009 to May 31, 2010.

#### B. Classification

1. Gelatin, Flavored or Gelatin, Flavored, High Yield

- a. Cherry
- b. Lemon
- c. Lime
- d. Orange
- e. Raspberry
- f. Strawberry

2. Pudding Mix, Instant

- a. Butterscotch
- b. Chocolate
- c. Vanilla

3. Whipped Topping Mix

### II. APPLICABLE DOCUMENTS

- A. Commercial Item Description (CID) A-A-20170A and latest amendment (Dessert Powder [Gelatin])
- B. Commercial Item Description (CID) A-A-20344 and latest amendment (Dessert Powder [Pudding])
- C. Food Chemicals Codex
- D. 21 CFR Part 110 (Good Manufacturing Practice)

SPECIFICATION (Cont'd.)

III. PRODUCT REQUIREMENTS

A. Product Description

1. Gelatin, Flavored or Gelatin, Flavored, High Yield

- a. Product shall be in accordance with CID A-A-20170A, Type I (dessert powder, gelatin) or Type IV (other—dessert powder, gelatin, high yield)
- b. The gelatin used in the manufacture of the gelatin dessert powder shall have a gel strength (bloom) of not less than 250 grams.
- c. The gelatin dessert powder shall have moisture content not more than 2.0 percent.
- d. Ingredients shall be Food Chemicals Codex purity as appropriate.
- e. Dessert powders shall be processed in accordance with good manufacturing practices.
- f. The mix shall be practically free of defects.
  
- g. The prepared product shall be free of cloudiness, being clear and bright when mixed in accordance with package directions.
- h. Product may be artificially flavored, but flavors shall be distinct and typical.
- i. The product shall not contain pork products or pork derivatives (certification of same should be provided with the bid response).

2. Pudding Mix, Instant

- a. Product shall be in accordance with CID A-A-20344, Type I (dessert powder, pudding), Preparation Method A (Instant – mix, stir, chill, and serve), Style 2 (without nonfat dry milk, add milk)
- b. Product shall be a non-cook instant pudding mix, requiring only the addition of milk.
- c. The moisture content of the pudding dessert powder shall be less than 3.5 percent.
- d. Ingredients shall be Food Chemicals Codex purity as appropriate.
- e. Dessert powders shall be processed in accordance with good manufacturing practices.
- f. Finished product shall be characteristically creamy and smooth, free from lumpiness.
- g. Product shall not separate, weep, or skin over when held refrigerated for a minimum of twenty-four (24) hours.
- h. Product may be artificially flavored, but flavors shall be distinct and typical.
- i. Each 3 lbs. of mix shall require the addition of no more than 2 gallons of whole milk and shall yield at least seventy-five (75) one-half cup servings.
- j. The product shall not contain pork products or pork derivatives (certification of same should be provided with the bid response).

3. Whipped Topping Mix

- a. Product shall be a complete, dry, powdered mix.
- b. Product shall require the addition of water only.
- c. Each package shall yield a minimum of 4.5 quarts of finished topping.
- d. The finished topping shall be stable and shall not weep when held under refrigeration for a minimum of seventy-two (72) hours.
- e. Product shall have a characteristic dairy flavor.
- f. The product shall not contain pork products or pork derivatives (certification of same should be provided with the bid response).

SPECIFICATION (Cont'd.)

B. Minimum Yield

1. Gelatin

- a. Gelatin, Flavored: Each 24 oz. package shall yield thirty-five (35) one-half (1/2) cup servings.
- b. Gelatin, Flavored, High Yield: Each 8 oz. package shall yield thirty-five (35) one-half (1/2) cup servings.

- 2. Pudding Mix, Instant: Each 3 lbs. of mix shall require the addition of no more than 2 gallons of milk and shall yield at least seventy-five (75) one-half (1/2) cup servings.

- 3. Whipped Topping Mix: Each package shall yield 4.5 quarts of finished product.

- C. Shelf Life: Products shall, under proper storage conditions, have a shelf life of at least six (6) months. Containers shall not bear an expiration date of any kind.

D. Packaging

1. Case Pack

a. Gelatin

- 1. Gelatin, Flavored: 12/24 oz. packages per case. No alternate packs are acceptable.
- 2. Gelatin, Flavored, High Yield: 12/8 oz. packages per case. No alternate packs are acceptable.

- b. Pudding Mix, Instant: 6/3 lb. bags per case. No alternate packs are acceptable.

- c. Whipped Topping Mix: 12 packages per case. Each package shall meet the minimum yield requirement of 4.5 quarts of finished product. No alternate packs are acceptable.

- 2. General: All cases/containers must be clean and free of defects and damage at time of delivery.

- E. Labeling: All containers must bear a label as approved by the applicable federal regulatory agency (United States Department of Agriculture, Food Safety and Inspection Service or the Department of Health and Human Services, Food and Drug Administration) and meeting applicable laws, rules and regulations.

- F. Palletization: All shipments are to be palletized. Contractors shall furnish commodity palletized on 40" x 48" 4-way (GMA) pallets. Pallets shall not exceed two thousand five hundred (2,500) lbs. Pallets of equal value will be exchanged at the time of delivery only.

G. Delivery

- 1. Truckload shipments will be received Monday through Friday (with the exception of state holidays).
- 2. Appointment is necessary and must be made prior to loading for shipment.
- 3. For delivery appointment, call (614) 752-0026, Ext. 10.
- 4. Deliveries will not be accepted in the month prior to the requested delivery date, unless prior approval has been granted. Please contact Central Warehouse, Mr. Steve Knight at (614) 752-0026, Ext. 21, for prior approval.

SPECIFICATION (Cont'd.)

IV. NOTES

- A. Bidder shall indicate the packer/processor, brand name, and product code number for the products offered on the bid pricing page. Failure to provide product information on the bid pricing page shall deem your bid not responsive.
- B. Contractor shall not provide alternate products during the term of any contract issued pursuant to this bid without written permission from the Department of Administrative Services. Failure to comply with this specification may result in immediate cancellation from contract.
- C. 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.
- D. Invoice must be issued in original plus three copies. Payment remittance shall be made only to the taxpayer identification number (TIN) indicated on page one (1) of the Invitation to Bid.

PRICE SCHEDULE

OAKS ITEM ID NO.	ITEM DESCRIPTION	PACKER/ PROCESSOR	BRAND NAME	PRODUCT CODE NO.	CASE PACK	PRICE PER CASE
3415	Gelatin Mix, Cherry	Tova	Tova	24011	12/24 oz.	\$ 16.714
9506	Gelatin Mix, Lemon	Tova	Tova	24021	12/24/ oz.	\$ 16.714
3416	Gelatin Mix, Lime	Tova	Tova	24031	12/24/ oz.	\$ 16.714
9507	Gelatin Mix, Orange	Tova	Tova	24041	12/24/ oz.	\$ 16.714
3417	Gelatin Mix, Raspberry	Tova	Tova	24061	12/24/ oz.	\$ 16.714
9508	Gelatin Mix, Strawberry	Tova	Tova	24051	12/24 oz.	\$ 16.714
2496	Pudding Mix, Butterscotch	Tova	Tova	28266	6/3 lb.	\$ 14.434
7925	Pudding Mix, Chocolate	Tova	Tova	28256	6/3 lb.	\$ 15.549
2497	Pudding Mix, Vanilla	Tova	Tova	28251	6/3 lb.	\$ 14.434
7501	Whipped Topping Mix	Tova	Tova	32434	12/cs.	\$ 17.474

CONTRACTOR, TERMS AND DELIVERY:

BID/CONTRACT NO.: OT909009-1 (05/31/10)



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

TERMS: Net 30 Days

DELIVERY: Within 21 Days ARO

CONTRACTOR'S CONTACT: Ms. Patricia Evans

Telephone: (937) 243-2225  
 Fax: (937) 644-9967  
 Email: pevans@supremefoodresource.com