

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: GELATIN, PUDDING AND WHIPPED TOPPING MIXES

CONTRACT No.: OT902012

EFFECTIVE DATES: 08/01/11 to 05/31/13

\* Renewal through 09/10/2013

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT907011 that opened on 05/18/11. 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, OFFICE OF SUPPORT SERVICES, 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:

Kellie Johnson  
kellie.johnson@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>

\* Contract will expire on September 10, 2013 due to the closure of Central Warehouse.

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
Robert Blair, Director

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### SPECIAL 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.

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 twenty thousand (20,000) 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 Procurement Services. Failure to provide the literature within the stated time period will result in the bidder being deemed as not responsive.

PRODUCT 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 packer/processor, 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. If product sample is deemed unacceptable, no further consideration for award shall be given. If the product sample submitted for the taste test exceeds the specifications, as stated in the bid and is presented as being the end product for the entire contract, then the sample shall be the standard for the entire contract with anticipated yields as projected and costs as stated. The samples may be analytically tested. 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.

SPECIAL TERMS AND CONDITIONS (Cont.)

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".

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: Kellie Johnson.

## 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 two (2) years, from June 1, 2011 to May 31, 2013.

#### 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)

### 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 a 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).

SPECIFICATION (Cont'd.)

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.

SPECIFICATION (Cont'd.)

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.

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:

Bidders shall not insert a unit price with more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.

OAKS ITEM ID NO.	ITEM DESCRIPTION	PACKER/ PROCESSOR	BRAND NAME	PRODUCT CODE NO.	PACKAGING	PRICE PER CASE
3415	Gelatin, Cherry Flavored	Zilka	Benjamin	050500	12/24 oz.	\$16.052
9506	Gelatin, Lemon Flavored	Zilka	Benjamin	050510	12/24/ oz.	\$16.052
3416	Gelatin, Lime Flavored	Zilka	Benjamin	050520	12/24/ oz.	\$16.052
9507	Gelatin, Orange Flavored	Zilka	Benjamin	050530	12/24/ oz.	\$16.052
3417	Gelatin, Raspberry Flavored	Zilka	Benjamin	050550	12/24/ oz.	\$16.052
9508	Gelatin, Strawberry Flavored	Zilka	Benjamin	050560	12/24 oz.	\$16.052
2496	Pudding, Butterscotch	Zilka	Benjamin	051195	6/3 lb.	\$16.778
7925	Pudding, Chocolate	Zilka	Benjamin	051248	6/3 lb.	\$16.778
2497	Pudding, Vanilla	Zilka	Benjamin	051348	6/3 lb.	\$16.778
7501	Whipped Topping Mix	Zilka	Benjamin	051500	12/cs.	\$17.019

CONTRACTOR INDEX

CONTRACTOR, TERMS AND DELIVERY:

BID/CONTRACT NO.: OT902012-1 (09/10/13\*)

160562  
Benjamin Foods  
1001 S. York Road  
Hatboro, PA 19040

TERMS: Net 30 Days

DELIVERY: Within 21 Days ARO

CONTRACTOR'S CONTACT: Mr. David Salib

Toll Free: (855) 236-3663  
Telephone: (215) 437-5000, x 101  
Fax: (215) 437- 5010  
Email: [dsalib@benjaminfoods.com](mailto:dsalib@benjaminfoods.com)

\* Contract will expire on September 10, 2013 due to the closure of Central Warehouse.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	09/10/13	Contract will expire on September 10, 2013 due to the closure of Central Warehouse.
1	12/21/12	Contract renewed for 12 months through May 31, 2014 and Contract analyst updated.