

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: Crackers, Saltines & Grahams, 2 Pacs, Institutional Case Pack

CONTRACT No.: OT904710

EFFECTIVE DATES: 2/22/10 to 12/31/12
Renewal through 12/31/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904710 that opened on 12/21/09. 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 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:

Jennifer Shaefer, CPPB
jennifer.shaefer@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: _____
Robert Blair, 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 thirty (30) 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 ORDERS: No order shall be placed against a contract awarded pursuant to this Invitation to Bid for delivery F.O.B. destination, transportation charges pre-paid, at any one time to any one destination for less than one truckload of assorted crackers.

PRODUCT SAMPLES: Samples may be requested from one or more bidders during the evaluation period of the Reverse Auction Qualification Summary response, or during the evaluation period after the Reverse Auction event.. A sample shall consist of one (1) case of each type of cracker 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 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 the Office of Procurement Services shall deem your bid not responsive. There will be a taste test of the sample to determine acceptability. 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 texture, consistency, odor, color, taste, etc. Samples may also be submitted to the United States Department of Agriculture, Ohio Department of Agriculture or independent private laboratory for analysis, prior to award. 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.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. 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. The literature should contain shelf life, dating code, ingredients, bread equivalent value, nutritional data, package and shipping data for the products offered. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. 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.

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-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage of each item by its corresponding price per lb. and then add these totals together to determine the lowest responsive bidder. Failure to bid all items may result in the bidder being deemed as not responsive.

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 twelve (12) 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, Attn: Jennifer Shaefer*.

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.

*Denotes contact update with Amendment 1.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

- A. Scope: The purpose of this bid is to obtain a contractor to supply crackers, soda, salted, or saltines, and graham, plain, regular, individually wrapped 2 packs, ordered by the Ohio Department of Mental Health, Central Warehouse for foodservice use at state institutions. The expected use is at least one (1) truckload per month. Quantities are not guaranteed and may be under or over estimated. Delivery is to be made to Central Warehouse, 3201 Alberta St., Columbus, OH 43204, as specified herein, F.O.B. destination prepaid. The term of any contract issued pursuant to this bid shall be for a period of three (3) years, from February 22, 2010 through December 31, 2012.
- B. Classification: Crackers must comply with Commercial Item Descriptions, where applicable, and latest amendments thereof. The types are as follows:
1. Crackers, Soda, Salted, or Saltines, Individually Wrapped 2 Pack, Institutional Case Pack
 2. Crackers, Graham, Plain, Regular, Individually Wrapped 2 Pack, Institutional Case Pack

II. APPLICABLE DOCUMENTS

- A. Commercial Item Description: A-A-20286 – Crackers, dated June 15, 1998, and any amendments thereafter.
- B. Referenced Documents
1. Federal Food, Drug and Cosmetic Act – 21 CFR Parts 1 to 99
 2. United States Standards for Condition of Food Containers

III. REQUIREMENTS

- A. Salient Characteristics
1. All product supplied shall be prepared in accordance with good manufacturing procedures.
 2. All ingredients shall be clean, sound, and wholesome.
 3. Shall have an odor, color and flavor characteristic of the product specified.
 4. Minimum shelf life of 120 days.
- B. Regulatory Requirements
1. The delivered product shall comply with all applicable Federal, State, and local mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution and sale within the commercial marketplace. Delivered product shall conform to all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations.
 2. 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.
- C. Quality Assurance
1. All products supplied are to meet the salient characteristics of the appropriate Commercial Item Description listed. Each item is to meet the producer's standards and quality assurance practices. Items are to be the same items offered for sale in the commercial market. The State of Ohio 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.
- E. Palletization
1. All shipments are to be palletized. Contractor shall furnish commodity palletized on either disposable pallets or 40" x 48" 4-way (GMA) pallets for truckload deliveries. Pallets are to be securely banded or shrink-wrapped. Overall height (commodity plus pallet) not to exceed 48". Weight shall not exceed 2500 lbs. Pallets of equal value will be exchanged at the time of delivery, or as arranged between the contractor and the state of Ohio. The cost of palletizing is to be included in the unit price.

F. Labeling And Technical Data

1. Technical data that includes shelf life, dating code, ingredients, bread equivalent value, nutritional data, package and shipping data for the products offered, and a copy of the nutrition label with listed nutritional facts should be included with the bid response. The label is to comply with Federal Regulation 7 CFR Parts 210 and 20 (Child Nutrition Program). A nutritional label or manufacturer's specification sheet listing the same information as shown below is acceptable. 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.

Sample of Nutrition Label:

Nutrition Facts		
Serving Size 1 cup (228g)		
Servings Per Container 2		
<u>Amount per serving</u>		
Calories 90	Calories from Fat 30	
<u>% Daily Value *</u>		
Total Fat 3g.	0%	
Saturated Fat 0g	0%	
Cholesterol 0 mg	0%	
Sodium 300 mg	0%	
Total Carbohydrate 13g	0%	
Dietary Fiber 3g	0%	
Sugars 3g		
Protein 3g		
Vitamin A 80%	Vitamin C 60%	
Calcium 4%	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	65 g	80 g
Sat Fat/Less than	20 g	25 g
Cholesterol/Less than	300 mg	300 mg
Sodium/Less than	2,400 mg	2,400 mg
Total Carbohydrate	300g	375g
Dietary Fiber	25g	30g
Calories per gram:		
Fat 9	Carbohydrates 4	Protein 4

PRICE SCHEDULE

CRACKERS, INDIVIDUALLY WRAPPED 2 PACKS, INSTITUTIONAL CASE PACK

ITEM ID NO.	DESCRIPTION	PRODUCT NAME / STOCK NO.	2 PACKS PER CASE	PRICE PER CASE
17685	Crackers, soda, salted, or saltines, 2 per pack, approx 300 – 500 packets per case	Keebler Zesta Saltines #646	300	\$9.00 *
17686	Crackers, graham, plain, regular, 2 per pack, approx 200 packets per case	Keebler Plain Graham # 30074	200	\$16.50 *

Saltine Cracker - Cases per Truckload = 5,040

Graham Cracker - Cases per Truckload = 5,640

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

8999
 Kellogg's Sales Co.
 545 Lamont Rd.
 Elmhurst, IL 60126

CONTRACTOR'S CONTACT: Jennifer Kossow**

BID CONTRACT NO.: OT904710-1 (12/31/13)

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (866) 512-2437
 Telephone: (866) 512-2437
 FAX: (877) 329-4243
 E-mail: bidkelloggs@keebler.com

*Denotes price increase effective 01/01/13 with Amendment 2.

** Denotes a change in Contractor Contact effective with Amendment 2.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	01/01/13	This amendment is issued to notify of a price increase effective 01/01/13 and a mutual renewal effective 01/01/13 through 12/31/13.
1	09/09/11	This amendment is issued to notify of a price increase effective 09/01/11 and to update the contract analyst.