

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: BAKERY, BREAD AND ICING MIXES

CONTRACT No.: OT905211

EFFECTIVE DATES: 02/22/2011 to 12/31/2012
Renewal through 08/31/14*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905211 that opened on 12/17/10. 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 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:

Senthan Mahendrarasa
senthan.mahendrarasa@das.ohio.gov

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

Denotes contract update with Amendment 5.

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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.

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 manufacturer/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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instruction to Bidders". In Section I, Section II, Section III and Section IV, the State will multiply the estimated annual usage of each item by its corresponding price per case/bag. In Section V and Section VI, the State will multiply the estimated annual usage of each item by its corresponding price per pound. 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 annual 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.

MINIMUM ORDER: No order shall be 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, for less than approximately one-half of a truck load (approximately 20,000 lbs.) of assorted bakery mixes.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first six (6) 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 for 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, worker's 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 the Provision I.C. "Termination / Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies being offered. If requested, the literature may be used in the evaluation process to determine the lowest responsive and responsible Bidder. The literature shall provide nutritional and technical data for verification of compliance with the specifications. 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.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

OHIO SECRETARY OF STATE REGISTRATION: Per the "Instructions: Terms And Conditions For Bidding, Standard Contracts Terms and Conditions, and Supplemental Contract Terms and Conditions" referenced on the front page of this Invitation To Bid, any bidder awarded a contract resulting from this ITB will be verified as registered with the Ohio Secretary of State. Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: <http://www.sos.state.oh.us/>

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 and sales generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Jennifer Shaefer *.

SPECIFICATION FOR BAKERY, BREAD AND ICING MIXES

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this Bid is to obtain a contractor to supply bakery mixes ordered by the Ohio Department of Mental Health, Central Warehouse for state institutions. Delivery is to be made to Central Warehouse, 3201 Alberta St., Columbus, OH 43204 as specified herein, F.O.B. destination prepaid. The initial term of any contract issued pursuant to this Bid shall be for a period of two (2) years, from January 1, 2011 through December 31, 2012.

B. Classification

Section I – Cake Mixes – Commercial Item Description A-A-20181B, Type 1

1. Cake Mix, White, Style A
2. Cake Mix, Yellow, Style B
3. Cake Mix, Devils Food, Style C
4. Cake Mix, Gingerbread, Style D
5. Cake Mix, Banana, Style G
6. Cake Mix, Spice, Style H
7. Cake Mix, Orange, Style S
8. Cake Mix, Lemon, Style R

*Denotes contact update with Amendment 1.

B. Classification (Cont'd.)

Section II – Quick Bread Mixes – Commercial Item Description A-A-20181B, Type II

1. Pancake Mix, Regular, Class 1, Style A
2. Biscuit Mix, Class 2
3. Yellow Corn Bread Mix, Class 3

Section III – Muffin Mix, Plain – Commercial Item Description A-A-20181B, Type V, Style A

Section IV – Chocolate Brownie Mix – Commercial Item Description A-A-20181B, Type VI

Section V – Breeding Mix

Section VI – Icing Mix

1. Chocolate Flavored
2. Vanilla Flavored

II. REQUIREMENTS

A. Product Description – Cake, Bread, Muffin and Brownie Mixes - Section I, II, III, and IV

1. Bakery Mixes shall conform to Commercial Item Description A-A-20181B dated June 20, 2008 and latest revisions thereof.
2. Mixes shall contain the appropriate raw ingredients for the type(s), style(s), and class(es) specified.
3. When prepared the mixes shall contain the appearance, odor, and texture typical of the flavor used.
4. Product volume and moisture content shall be as listed by flavor.
5. Bakery mixes shall be manufactured not more than ninety (90) days prior to delivery.
6. The delivered mixes shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the bakery mixes within the commercial marketplace.

B. Product Description – Breeding Mix - Section V

1. Mix shall be an all-purpose breeding mix formulated for both oven and fryer use.
2. Shall be a "one-step" baking mix.
3. When prepared the mixes shall contain the appearance, odor, and texture typical of the flavor used.
4. Product is to be the same product offered for sale in the commercial market.
5. The delivered mix shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the bakery mixes within the commercial marketplace.

C. Product Description – Icing Mixes, Powder – Section VI

1. Mixes shall set within 30 minutes at room temperature and shall not contain any visible free water, specks of cocoa, color or shortening.
2. The prepared icing shall have an odor and flavor typical of the type prepared. Shall possess a creamy uniform texture free of any graininess. Mixes shall be easy to spread and have a high sheen.
3. The vanilla icing shall have a maximum moisture content of 1.8 percent. The chocolate icing shall have a maximum moisture content of 2.3 percent.
4. When prepared, one pound of powdered mix shall yield a minimum of one pint of icing.
5. Product shall be manufactured no more than sixty (60) days prior to delivery.
6. The delivered mix shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the bakery mixes within the commercial marketplace.

III. PACKAGING AND DELIVERY

A. Packaging

1. All products shall be packed in six (6)-five (5) lb. pkgs. per case, six (6)-four (4) lb. pkgs. per case, six (6)-four (4) lb. to -five (5) lb. pkgs. per case (Breeding Mix and Icing Mixes Only), or one 50 lb. multi-wall bag as specified on pricing page. No alternative packs are acceptable.
2. The packaging of these products shall be in accordance with good commercial practice and products shall be packed in containers standard to the industry.
3. Each 4 lb. to 5 lb. package or 50 lb. bag shall be labeled with full mixing instructions and yield.
4. Commodities shall not be combined on one pallet.

B. Delivery

1. All products shall be shipped to the Department of Mental Health, Central Warehouse, 3201 Alberta St., Columbus, OH 43204.
2. The Contractor shall contact the Department of Mental Health, Central Warehouse at (614) 752-0026, Ext. 10 to schedule an appointment for unloading prior to loading for shipment. Unloading by appointment only. Receiving hours are from 8:00 a.m. to 2:00 p.m.
3. No partial deliveries will be accepted unless prior approval has been granted by the Department of Mental Health, Central Warehouse, Mr. Steve Knight at (614) 752-0026, Extension 21.
4. Palletization: All shipments are to be palletized. Contractors shall furnish commodity palletized on 40" x 48" 4-way (GMA) pallets in good condition. Drivers may be required to transfer products from broken pallets and sort damaged and/or refused product. All pallets shall be of uniform height where feasible. Pallets shall not exceed two thousand five hundred (2,500) lbs. Pallets of equal value will be exchanged at the time of delivery only.

IV. REGULATORY REQUIREMENTS

A copy of the 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 included as part of the Bid response, the Bidder will be required to provide the labels within seven (7) calendar days after request. Failure to provide the labels within the stated time period will result in the Bidder being deemed not responsive.

Sample of Nutrition Label:

Nutrition Facts		
Serving Size 1 cup (228g)		
Servings Per Container 2		
Amount per serving:		
Calories	Calories from Fat	
	% Daily Value *	
Total Fat 0g.	0%	
Saturated Fat 0g	0%	
Cholesterol 0 mg	0%	
Sodium 0 mg	0%	
Total Carbohydrate 0g	0%	
Dietary Fiber 0g	0%	
Sugars 0g	0%	
Protein 0g	0%	
Vitamin A 0%	Vitamin C 0%	
Calcium 0%	Iron 0%	
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

PRICING SCHEDULE

SECTION I – CAKE MIXES

ITEM ID NO.	DESCRIPTION	PACKAGE SIZE	PROCESSOR	BRAND NAME	PRODUCT CODE NUMBER	PRICE PER CASE/BAG
3413	White Cake Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	Cinch	65073	\$ 20.10 *
9504	White Cake Mix	50 lb. bag	Gilster Mary Lee	Cinch	40100	\$ 28.65
3414	Yellow Cake Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	Cinch	65072	\$ 19.65 *
9505	Yellow Cake Mix	50 lb. bag	Gilster Mary Lee	Cinch	40101	\$ 28.65
7714	Devils Food Cake Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	GMLFS Western	65222	\$ 25.50 *
3352	Devils Food Cake Mix	50 lb. bag	Gilster Mary Lee	GMLFS Western	65522	\$ 37.50 *
7715	Gingerbread Cake Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	Hospitality	65003	\$ 22.95 *
3351	Banana Cake Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	Hospitality	65012	\$ 23.50 *
3412	Spice Cake Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	Hospitality	65004	\$ 23.30 *
7716	Orange Cake Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	Hospitality	65010	\$ 23.15 *
3353	Lemon Cake Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	Hospitality	65009	\$ 23.05 *

*Denotes price increase effective 01/01/13 with Amendment 4.

SECTION II – QUICK BREAD MIXES

ITEM ID NO.	DESCRIPTION	PACKAGE SIZE	PROCESSOR	BRAND NAME	PRODUCT CODE NUMBER	PRICE PER CASE/BAG
2495	Pancake Mix, Regular	6/5 lb. pkg. per cs.	Gilster Mary Lee	GMLFS	65023	\$ 16.70 *
7924	Pancake Mix, Regular	50 lb. bag	Gilster Mary Lee	GMLFS	65123	\$ 23.10 *
9306	Biscuit Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	GMLFS Western	65313	\$ 17.70
3653	Biscuit Mix	50 lb. bag	Gilster Mary Lee	GMLFS Western	65613	\$ 24.25
9307	Yellow Corn Bread Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	Hospitality	65807	\$ 19.95 *
2471	Yellow Corn Bread Mix	50 lb. bag	Gilster Mary Lee	GMLFS	65120	\$ 28.60 *

SECTION III – MUFFIN MIXES

ITEM ID NO.	DESCRIPTION	PACKAGE SIZE	PROCESSOR	BRAND NAME	PRODUCT CODE NUMBER	PRICE PER CASE/BAG
7851	Muffin Mix, Plain	6/5 lb. pkg. per cs.	Gilster Mary Lee	Hospitality	65015	\$ 21.80 *

SECTION IV – CHOCOLATE BROWNIE MIX

ITEM ID NO.	DESCRIPTION	PACKAGE SIZE	PROCESSOR	BRAND NAME	PRODUCT CODE NUMBER	PRICE PER CASE/BAG
3350	Chocolate Brownie Mix	6/5 lb. pkg. per cs.	Gilster Mary Lee	GMLFS	65038	\$ 25.40 *

*Denotes price increase effective 01/01/13 with Amendment 4.

SECTION V – BREADING MIX

ITEM ID NO.	DESCRIPTION	PACKAGE SIZE	PROCESSOR	BRAND NAME	PRODUCT CODE NUMBER	PRICE PER CASE/BAG
9300	Breading Mix	6/4 lb. per case	Gilster	Gilster	65460	\$ 19.30

SECTION VI – ICING MIXES

ITEM ID NO.	DESCRIPTION	PACKAGE SIZE	PROCESSOR	BRAND NAME	PRODUCT CODE NUMBER	PRICE PER CASE/BAG
3419	Chocolate Icing Mix	6/4.5 lb. per case	Gilster	Gilster	65043	\$ 28.00 *
3418	Vanilla Icing Mix	6/4.5 lb. per case	Gilster	Gilster	65042	\$ 23.00 *

*Denotes price increase effective 01/01/13 with Amendment 4.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



3257
 Dori Foods of Ohio LLC
 456 Alexandria Colony N.
 Columbus, OH 43215

BID CONTRACT NO.: OT905211-1 (12/31/14)

DELIVERY: 20 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Lewis Baum

Telephone: (614) 421-7592
 FAX: (614) 421-7592
 E-mail: sfbaum@dorifoods.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
5	08/31/14	This amendment is issued to terminate the contract for convenience as Central Warehouse has closed.
4	01/01/13	Twenty-four (24) month renewal through 12/31/14 and price increase effective 01/01/13.
3	04/20/12	To supersede and cancel Amendment 2 and to allow a price increase retroactive for all orders issued on or after February 11, 2012.
2	02/11/12	To notify of price increase effective February 11, 2012.
1	08/08/11	To notify of price increase effective August 8, 2011.