



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: DAIRY PRODUCTS

CONTRACT No.: OT903714

EFFECTIVE DATES: 11/15/2013 to 11/14/2016

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903714 that opened on 10/25/13. 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 OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES, OHIO DEPARTMENT OF YOUTH SERVICES, OHIO DEPARTMENT OF VETERAN SERVICES, OHIO SCHOOL FOR THE DEAF, OHIO STATE SCHOOL FOR THE BLIND, 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.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

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\* The Office of State Procurement will post monthly pricing updates to the website ("Price Adjustment" page) to confirm the invoice prices.

**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:** Contractor shall call the individual facilities to establish a mutually acceptable delivery schedule. Supplies will be delivered to the participating agency within seven (7) days after receipt of order, with the exception of milk, which shall be delivered within three (3) days ARO, if necessary, 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.

**DOCUMENTATION:** The following should accompany the bid response:

1. Price change formula, as specified in paragraph 'Monthly Price Adjustment, pages 3 and 4
2. Certification Letter, as specified in paragraph IV.B., page 7
3. Copy of current valid license issued by the Ohio Department of Health, as specified in paragraph IV.B., page 7
4. Recycle Material/Disclosure Of Subcontractors/Joint Ventures/Bid Automobile Liability Checklist page 15

If the documentation listed above does not accompany the bid response, the bidder will be required to provide the specified documents within seven (7) calendar 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.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by location.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms and Conditions for Bidding". In addition, the state will determine the low lot total price for each location by multiplying the estimated annual usage of each item for the location by its corresponding unit price and then adding these totals together. Although there will be separate location awards made, bidders are eligible to receive multiple awards provided the bidder is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed for the locations. Failure to bid all items for a location may result in the bidder being deemed as not responsive for that location.

**MONTHLY PRICE ADJUSTMENT:** Contractor(s) shall review contract milk prices on a monthly basis, based on the United States Department of Agriculture (USDA) Announcement of Advanced Prices and Pricing Factors for the applicable milk market order number. Contract pricing shall be adjusted on a monthly basis. Contractor(s) shall submit price adjustments to the Office of Procurement Services within ten (10) days of announcement of same by USDA, with adjusted prices becoming effective on the 15th day of the following month. If bidder conditions the bid response by indicating that price changes will not be submitted monthly unless milk prices have changed by a certain amount, the bid response may be deemed not responsive.

Bidder should submit to the Office of Procurement Services, with their bid response, a copy of the formula the bidder will be using to determine price adjustments for dairy products during the period of any term contract issued pursuant to this bid. The formula shall not include any estimated figures. No change in the price adjustment formula shall be permitted during the contract period.

Contractor(s) shall submit price adjustments to the Office of Procurement Services on the price adjustment form to be provided by the contract analyst prior to effective date of the contract. Price adjustments should be submitted as stated above. If the price adjustment due date falls on a Saturday, Sunday, or a state holiday, adjusted pricing is due the first business day thereafter. A list showing the current and the new price, as well as the amount of the adjustment for that month, for each item for each facility the contractor is providing product shall be submitted with the price adjustment request.

Price adjustment shall be approved for the amount of change demonstrated by utilization of contractor's formula for adjustment, in accordance with pricing shown on USDA Announcement of Advanced Prices and Pricing Factors and any rate changes per cwt. by producer marketing organizations (e.g. Dairy Farmers of America), as utilized in contractor's formula. Price adjustment based on factors other than changes shown on the USDA Announcement of Advanced Prices and Pricing Factors and/or rate changes by producer marketing organizations shall be permitted at the sole discretion of the Administrator of the Office of Procurement Services and requests for same shall be accompanied by supporting documentation deemed sufficient by the Office of Procurement Services.

The first price change for the contract shall be effective for all deliveries made on or after January 15, 2014. The price change shall be based on the difference between the last USDA Announcement of Advanced Prices and Pricing Factors issued prior to bid opening and that issued on or about October 20, 2013. Subsequent price changes shall be effective the 15th of each month, as specified above. Price change documentation is due in accordance with time guidelines specified herein.

Although computation of monthly price adjustments may be accomplished by use of more than three digits after the decimal point, the figure showing the monthly adjustment amount for each product and the contract unit price for all products shall have no more than three digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services.

USAGE REPORTS: As requested 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, Ohio 43228-1395, Attn: Kellie Johnson or [kellie.johnson@das.ohio.gov](mailto:kellie.johnson@das.ohio.gov).

## SPECIFICATION

### I. SCOPE AND CLASSIFICATION

#### A. Scope

The purpose of this bid is to obtain a contractor(s) to furnish and deliver milk and other specified dairy product requirements to state agencies in Ohio. The term of any contract issued pursuant to this bid shall be three (3) years, from November 15, 2013 through November 14, 2016.

#### B. Classification

1. Milk
  - a. Unflavored
    1. Whole (3.25%)
    2. Reduced Fat (2%)
    3. Low Fat (1%)
    4. Fat Free (Skim)
  - b. Chocolate, Low Fat, (1%)
2. Lactose Free Milk, Non-Fat
3. Buttermilk
4. Egg Nog
5. Half and Half
6. Non-Dairy Creamer
7. Cottage Cheese, Creamed
  - a. Regular, 4%
  - b. Reduced Fat, 2%
  - c. Low Fat, 1%
8. Sour Cream:
  - a. Regular
  - b. Low Fat
  - c. Fat Free
9. Yogurt, Flavored
  - a. Light
  - b. Low Fat
  - c. Low Fat, Custard Style
  - d. Greek
  - e. Frozen
10. Fruit Drink

SPECIFICATION (Cont'd.)

II. APPLICABLE DOCUMENTS

- A. Ohio Department of Agriculture, Ohio Administrative Code – Chapters 901 and 917, as applicable
- B. Ohio Revised Code, Title IX, Chapter 917 – Dairy Products and all revisions thereto.
- C. Ohio Revised Code, Title XXXVII, Chapters 3707, 3717, all applicable sections, and any additional sections of the Ohio Revised and/or Administrative Codes as defined in either paragraphs II.A. or II.B. above.
- D. Code of Federal Regulations, Title 21, Part 131, Yogurt (21CFR131)
- E. Code of Federal Regulations, Title 21, Part 133, Cottage Cheese (21CFR133)
- F. Any applicable rules and regulations pertaining to the products listed herein and established by any federal, state or local governmental agency concerning the processing and labeling of Grade A milk and milk products.

III. GENERAL REQUIREMENTS

A. Products

1. Milk and Milk Products

- a. All milk and milk products offered in this bid shall be processed and packaged in accordance with laws and regulations as set forth by the Ohio Department of Agriculture, the Ohio Department of Health or that of another state/commonwealth in which the dairy is located, and/or any regulations set forth by the USDA, FDA, or agencies thereof.
- b. Grade A milk and milk products shall be pasteurized and/or ultra-pasteurized as defined in Ohio Department of Agriculture Regulations.
- c. Where applicable, milk and milk products shall be homogenized.
- d. Milk and milk products shall conform to all regulations regarding optional ingredients.
- e. Homogenized milk, flavored and unflavored, shall contain not less than 3.25% butterfat.
- f. Reduced fat and low fat homogenized milk, flavored and unflavored, shall contain not less than the specified amount of butterfat as listed in the pricing page section of this bid.
- g. Yogurt shall be manufactured in accordance with Grade A cultured milk products.
- h. Milk shall have a minimum of nine (9) calendar days after the date of delivery until reaching date stamped on carton.
- i. Contractor(s) will be required to furnish dating code information upon request and shall immediately advise the Office of Procurement Services should any changes be made during the life of any ensuing contract.

2. Fruit Drink

Shall be product containing, but not limited to, water, high fructose corn syrup, citric acid, natural and/or artificial flavors.

B. Packaging and Labeling

- 1. All items must be delivered in clean, sealed containers clearly marked as to their contents and free from damage or defect.
- 2. All milk and milk products shall be properly labeled and identified in accordance with rules and regulations as established by the Ohio Department of Agriculture and the Ohio Department of Health regarding labeling or those of another state/commonwealth in which the dairy is located.

SPECIFICATION (Cont'd.)

C. Delivery

1. As indicated on page 3, 'DELIVERY AND ACCEPTANCE', the contractor shall contact the facility(ies) to establish a mutually agreeable delivery schedule.
2. Products shall be transported to each facility via a sanitary, refrigerated vehicle.
3. Products shall be delivered in accordance with the delivery schedule mutually agreed to by the facility and the contractor.
4. Unless otherwise agreed between the facility and the contractor, deliveries shall be made Monday through Friday.
5. In the event that a holiday disrupts the normal delivery day scheduled, alternate delivery arrangements shall be made which are mutually acceptable to the agency and the contractor.
6. As indicated on page 3 of the bid, paragraph 'DELIVERY AND ACCEPTANCE', all products with the exception of milk shall be delivered within seven (7) calendar days ARO. Milk shall be delivered within three (3) calendar days ARO, if necessary.

D. Contractor Responsibilities

1. Delivery Schedule: Upon receipt of contract, contractor shall call each facility for which they receive award and establish a mutually agreeable delivery schedule. Listed below is contact information.

Columbus Developmental Center	Lynne Ehret	(614) 272-3120
Gallipolis Developmental Center	Michael Davis	(740) 446-1642, Ext. 740
Montgomery Developmental Center	Marchell Hill	(937) 233-8108, Ext. 203
Mount Vernon Developmental Center	Food Service Manager	(740) 393-6349
Northwest Ohio Developmental Center	Patricia Zink	(419) 381-3028 or 3098
Southwest Ohio Developmental Center	Frooz Thielking	(513) 738-8272
Tiffin Developmental Center	Gail Eby-Bowers or Karen Barney	(419) 443-3139 (419) 443-3141
Warrensville Developmental Center	Carolyn Hope	(216) 464-7400, Ext. 462
Youngstown Developmental Center	Jim Pegg	(330) 544-2231
Ohio Veterans Home – Georgetown	Gayle Chadwell	(937) 378-2900, Ext. 2750
Ohio Veterans Home – Sandusky	Tim Schultz	(419) 625-2454, Ext. 1655
Circleville Juvenile Correctional Facility	Trudy McCullough	(740) 477-2500, Ext. 5016
Cuyahoga Hills Juvenile Correctional Facility	Robin Talley	(216) 464-8200, Ext. 2236
Indian River Juvenile Correctional Facility	Jane Eclm	(330) 834-2710
Scioto Juvenile Correctional Facility	Pushpa Bagga	(740) 881-8071, Ext. 128
Ohio State School for the Blind	Tajanita Penick	(614) 752-1507
Ohio School for the Deaf	Bill Gallaer	(614) 728-4058

2. Contractor shall deliver all items in accordance with paragraphs III. A-C., pages 5 and 6
3. Contractor shall submit price changes to the Office of Procurement Services promptly on the price adjustment form to be provided by the contract analyst prior to effective date of the contract and shall include all pertinent information and documentation, as specified in paragraph 'MONTHLY PRICE ADJUSTMENT', pages 3 and 4.

SPECIFICATION (Cont'd.)

IV. CONTRACTOR QUALIFICATIONS

- A. Dairies offering products shall be in compliance with all state, city and local Department of Health rules and regulations regarding sanitation. Only those bidders who are properly licensed and certified with the State of Ohio, Department of Health or other applicable state health department will be considered for an award.
- B. Each bidder shall certify that the facility processing the dairy products shall be properly approved and licensed by the Ohio Department of Health, and in accordance with the Ohio Revised Code, Section 3707:371-375 and all revisions and amendments thereto. If the dairy is located out of state, bidders shall be in compliance with the Ohio Administrative Code, Division D, Section 23-56 and all revisions and amendments thereto. The certification shall be on company letterhead signed by a duly authorized representative of the company. Attached to this letter of certification shall be a copy of the current milk processor license issued by the state/commonwealth in which the dairy is located. The state of Ohio reserves the right to reject any or all bids submitted by dairies that do not possess a valid license. This documentation should be submitted with the bid response.

V. ADDITIONAL REQUIREMENTS

A. INSURANCE REQUIREMENTS

Bidders should provide with their Bid, documentation of the following insurance coverage required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 ([Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#)).

B. VENDOR INFORMATION FORMS

Bidders should provide to the Ohio Shared Services a vendor information form. The form is located on the OSS website at <http://www.ohiosharedservices.ohio.gov/VendorsForms.aspx>. Located at this site are several downloadable forms and letters of instruction necessary to either establish or update vendor information.

C. AFFIRMATIVE ACTION

All Contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons.

An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization.

The Bidder must submit with their Bid verification that this process has been completed. The following link shall provide the Bidder with access to this website to complete the application. <http://das.ohio.gov/EDO/AAPV.htm>.

BID PRICE

- A. For items with no space provided in the 'PACKAGING OFFERED, IF ALTERNATE' column on the bid pricing pages, no alternate pack will be accepted. If an alternate pack is offered, the bid response may be deemed not responsive, for the affected location(s) or lot award only.
- B. For items with space provided in the 'PACKAGING OFFERED, IF ALTERNATE' column, bidder may offer an alternate pack; however, if the alternate pack is deemed by the state to provide bidder with a pricing advantage, bid may be deemed not responsive, for the location(s) or lot award only.
- C. All items should be bid on the basis of the unit specified in the price columns.
- D. 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.
- E. Bidders shall not insert a unit cost 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.
- F. Product packaging contains recycled material: Yes No (Please circle response), if yes, \_\_\_\_\_ %  
Note: Shall not be included in evaluation

CONTRACTOR INDEX

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903714-1 (11/14/16)



132840  
Borden Dairy Co. of Ohio, LLC  
DBA - Dairymens  
3068 West 106<sup>th</sup> Street  
Cleveland, OH 44111

TERMS: Net 30 Days

DELIVERY: 3 Days ARO milk and 7 Days ARO other

CONTRACTOR'S CONTACT: Mr. Kevin McHenry,

Toll Free: (800) 944-2301, x222  
Telephone: (216) 671-2300, X222  
Fax: (216) 671-1560  
Email: [kevin.mchenry@bordendairy.com](mailto:kevin.mchenry@bordendairy.com)

Remittance Address:

Dairymens  
PO Box 714371  
Columbus, OH 43271-4371

Preferred method of receiving purchase Orders

Email: [colleen.mchenry@bordendairy.com](mailto:colleen.mchenry@bordendairy.com)

Award Locations: Mt. Vernon Developmental Center, Warrensville Developmental Center, Youngstown Developmental Center, Cuyahoga Hills Juvenile Correctional Facility

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CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903714-2 (11/14/16)



2029  
Reiter Dairy, LLC  
1941 Commerce Dr.  
Springfield, OH 45504

TERMS: Net 30 Days

DELIVERY: 3 Days ARO milk and 7 Days ARO other

CONTRACTOR'S CONTACT: Mr. Mike Allen,

Toll Free: (800) 762-5905  
Telephone: (937) 323-5777  
Fax: (937) 323-0411  
Email: [mike\\_allen@deanfoods.com](mailto:mike_allen@deanfoods.com)

Remittance Address:

Reiter Dairy Springfield LLC.  
75 Remittance Drive, Suite 3038  
Chicago, IL 60675-3038

Preferred method of receiving purchase Orders

Email: [tamara\\_gregory@deanfoods.com](mailto:tamara_gregory@deanfoods.com) or  
[nicole\\_daugherty@deanfoods.com](mailto:nicole_daugherty@deanfoods.com)

Award Locations: Montgomery Developmental Center, Ohio Veterans Home-Georgetown

CONTRACTOR INDEX (Cont'd.)

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903714-4 (11/14/16)



68375  
Toft Dairy, Inc.  
3717 Venice Road  
Sandusky, OH 44870

TERMS: Net 30 Days

DELIVERY: 3 Days ARO milk and 7 Days ARO other

CONTRACTOR'S CONTACT: Mr. Chuck Meisler,

Toll Free: (800) 521-4606  
Telephone: (419) 625-4376  
Fax: (419) 621-2010  
Email: [chuck@toftdairy.com](mailto:chuck@toftdairy.com)

Remittance Address:

Toft Dairy Inc.  
P.O. Box 2558  
Sandusky, OH 44870

Preferred method of receiving purchase Orders

FAX: (419)621-2010

Award Locations: Northwest Ohio Developmental Center, Tiffin Developmental Center, Ohio Veterans Home-Sandusky

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CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903714-5 (11/14/16)



75085  
United Dairy, Inc.  
300 North Fifth Street  
P.O. Box 280  
Martins Ferry, OH 43935

TERMS: Net 30 Days

DELIVERY: 3 Days ARO milk and 7 Days ARO other

CONTRACTOR'S CONTACT: Mr. Jeff Sohonage,

Toll Free: (800) 252-1542  
Telephone: (740) 633-1451  
Fax: (740) 654-6916  
Email: [jsohonage@uniteddairy.com](mailto:jsohonage@uniteddairy.com)

Preferred method of receiving purchase Orders

Email: [jsohonage@uniteddairy.com](mailto:jsohonage@uniteddairy.com)

Award Locations: Columbus Developmental Center, Circleville Juvenile Correctional Facility, Gallipolis Developmental Center, Indian River Juvenile Correctional Facility, Ohio School for the Deaf, Ohio State School for the Blind, Scioto Juvenile Correctional Facility, Southwest Ohio Developmental Center