

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

REQUIREMENTS CONTRACT: Dairy Products

CONTRACT No.: OT903510

EFFECTIVE DATES: 12/15/09 to 11/14/11
Renewal through 11/14/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903510 that opened on 10/21/09. 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 state institutions listed herein, 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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PRICE SCHEDULE **

NOTE: Pricing has been moved to PRICE SCHEDULE ATTACHMENT.

* Denotes change to price schedule, has been removed from contract pages and added in separate price schedule attachment with Amendment 45.

* Denotes change to page numbers.

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 institutions 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 Articles S8 and S9, of 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 9
3. Copy of current valid license issued by the Ohio Department of Health, as specified in paragraph IV.B., page 9

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 institution.

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 institution by multiplying the estimated annual usage of each item for the institution by its corresponding unit price and then adding these totals together. Although there will be separate institution awards made, bidders are eligible to receive multiple awards provided he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed for the institutions. Failure to bid all items for an institution may result in the bidder being deemed as not responsive for that institution.

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 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 institution 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 December 15, 2009. 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 November 20, 2009. 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. Any unit price adjustments submitted having more than three digits after the decimal point shall be rounded down if the fourth digit is less than 5, and up if the fourth digit is 5 or greater.

USAGE REPORTS: Every three (3) 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, Ohio 43228-1395, Attn: Kellie Johnson*.

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 institutions in Ohio. The term of any contract issued pursuant to this bid shall be two (2) years, from December 15, 2009 through November 14, 2011.

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. Buttermilk
3. Egg Nog
4. Half and Half
5. Non-Dairy Creamer
6. Cottage Cheese, Creamed
 - a. Regular, 4%
 - b. Reduced Fat, 2%
 - c. Low Fat, 1%
7. Sour Cream: Regular, Low Fat and Fat Free
8. Fruit Drink

* Denotes change in contract analyst with Amendment 43.

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 133, Section 133.128 – Cottage Cheese (21CFR133.128)
- E. 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 ultrapasteurized 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. Milk shall have a minimum of nine (9) calendar days after the date of delivery until reaching date stamped on carton.
- h. Contractor(s) will be required to furnish institutions and the Office of Procurement Services with their dating code 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. Contractor shall provide a minimum of two (2) flavors, unless otherwise specified herein.

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 institution(s) to establish a mutually agreeable delivery schedule.
2. Products shall be transported to institutions via a sanitary, refrigerated vehicle.
3. Products shall be delivered in accordance with the delivery schedule mutually agreed to by the institution and the contractor.
4. Unless otherwise agreed between the institution 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 institution 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 all institutions for which they receive award and establish a mutually agreeable delivery schedule. Listed below is contact information.

District 1

Allen Correctional Institution, Mr. John Azzarello, (419) 224-8000, Ext. 2170

District 2

Northwest Ohio Developmental Center, Mr. Stanley Griffen, Jr., (419) 385-0231
Tiffin Developmental Center, Ms. Gail Eby-Bowers or Ms. Karen Barney, (419) 447-1450, Ext. 3139
Toledo Correctional Institution, Mr. Elisha Walton, (419) 726-7977

District 3

Grafton Correctional Institution, Ms. Mary Lou Kiessling, (440) 748-1161, Ext. 5762
Lorain Correctional Institution, Mr. Joseph Kay, (440) 748-1049
Mansfield Correctional Institution, Mr. Lanny Imboden, (419) 525-4455
Mohican Juvenile Correctional Facility, Ms. Donna Cooley, (419) 994-4127, Ext. 245
Ohio Veterans Home – Sandusky, Mr. Tim Schultz, (419) 625-2454, Ext. 1655
Richland Correctional Institution, Mr. Edward Ridenour, (419) 526-2100, Ext. 2424

District 4

Indian River Juvenile Correctional Facility, Ms. Jane Eclm, (330) 834-2710
Ohio State Penitentiary, Food Service Manager, (330) 743-0700
Trumbull Correctional Institution, Ms. Michele Reamensnyder, (330) 898-0820, Ext. 2096
Youngstown Developmental Center, Ms. Amy Fryda, (330) 544-2231

District 5

Mount Vernon Developmental Center, Food Service Manager, (740) 393-6349
Southeastern Correctional Institution, Mr. Charles Ressler, (740) 653-4324

SPECIFICATION (Cont'd.)

District 6

Circleville Juvenile Correctional Facility, Ms. Trudy McCullough, (740) 477-2500, Ext. 5016
Columbus Developmental Center, Ms. Lynne Ehret, (614) 272-3120
Correctional Reception Center, Mr. Edgar Zillner, (614) 877-2441, Ext. 7491
Corrections Medical Center, Mr. Clarence McClain, (614) 445-5960, Ext. 2409
Corrections Training Academy, Mr. Anthony Ruffin, (614) 877-4345, Ext. 285
Franklin Pre-Release Center, Ms. Tangye Hight, (614) 445-8600, Ext. 2161
London Correctional Institution, Mr. Dwight Pressler, (740) 852-2454, Ext. 1170
Madison Correctional Institution, Mr. James Smith, (740) 852-9777, Ext. 2639 or 2439
Marion Correctional Institution, Ms. Edith Nnachetam, (740) 382-5781, Ext. 2314
North Central Correctional Institution, Mr. Patrick Onameh, (740) 387-7040, Ext. 2420
Ohio Reformatory for Women, Mr. Robert Loeloff, (937) 642-1065, Ext. 2025
Ohio School for the Deaf, Ms. Julianna Carvi, (614) 728-4058
Ohio State School for the Blind, Mr. Bob Zoldak, (614) 752-1507
Pickaway Correctional Institution, Mr. Earl Harris, (614) 877-4362, Ext. 219
Scioto Juvenile Correctional Facility, Mr. Sean Elkins, (740) 881-3250, Ext. 240

District 7

Dayton Correctional Institution, Ms. Valerie Shaw, (937) 263-0060, Ext. 2240
Montgomery Developmental Center, Ms. Marchell Hill, (937) 233-8108, Ext. 203
Montgomery Education & Pre-Release Center, Ms. Jackie Walker, (937) 262-9853, Ext. 2103

District 8

Lebanon Correctional Institution, Ms. Mollie Dow, (513) 932-1211, Ext. 3112
Southwest Ohio Developmental Center, Ms. Frooz Thielking, (513) 738-8272
Warren Correctional Institution, Mr. Philip Martin, (513) 932-3388, Ext. 2008

District 9

Chillicothe Correctional Institution, Mr. Lloyd Turner, (740) 774-7080, Ext. 2277
Ohio River Valley Juvenile Correctional Center, Ms. Kim Wilson, (740) 354-7044
Ohio Veterans Home – Georgetown, Ms. Gayle Chadwell, (937) 378-2900, Ext. 2750
Ross Correctional Institution, Ms. Judith Hill, (740) 774-7065, Ext. 2605
Southern Ohio Correctional Facility, Mr. Robert Taylor, (740) 259-5544, Ext. 3463

District 10

Gallipolis Developmental Center, Mr. John Born, (740) 446-1642, Ext. 385
Hocking Correctional Facility, Ms. Tracy Grimm, (740) 753-1917, Ext. 268
Noble Correctional Institution, Mr. Bruce Geese, (740) 732-5188, Ext. 2420

District 11

Belmont Correctional Institution, Ms. Mildred Land, (740) 695-5169, Ext. 2601

District 12

Cuyahoga Hills Juvenile Correctional Facility, Ms. Cindy Cox, (216) 464-8200, Ext. 2236
Northeast Pre-Release Center, Mr. Revonne Drake, (216) 771-6460, Ext. 2113
Warrensville Developmental Center, Ms. Carolyn Hope, (216) 464-7400, Ext. 462

SPECIFICATION (Cont'd.)

2. Contractor shall deliver all items in accordance with paragraphs III.A-C., pages 6 and 7
3. Contractor shall submit price changes to the Office of Procurement Services promptly and shall include all pertinent information and documentation, as specified in paragraph 'MONTHLY PRICE ADJUSTMENT', pages 3 and 4.

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. Ice cream and ice milk mix do not apply to the aforementioned regulations. 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. NOTES

- 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 will be deemed not responsive, for the affected institution(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 will be deemed not responsive, for the institution(s) or lot award only.
- C. All items should be bid on the basis of the unit specified in the price columns.
- D. 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. The Ohio Penal Industries (OPI) milk processing plant currently provides most Department of Rehabilitation and Correction (DRC) institutions with 1% milk and fruit drink, as footnoted on the bid pricing pages. These items will not be purchased by the institutions from the contractor(s) unless unavailable from the OPI milk processing plant.

CONTRACTOR INDEX

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903510-1 (11/14/11)*

AT Xpress, LLC

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903510-12 (11/14/13)



206994

Borden Dairy Company of Cincinnati, LLC
DBA - Dairymens
F.K.A. H. Meyer Dairy, LLC
415 John Street
Cincinnati, OH 45215

TERMS: Net 30 Days

DELIVERY: 3 Days ARO milk and 7 Days ARO other

Remit To:

P.O. Box 713872
Columbus, OH 43271-3872

CONTRACTOR'S CONTACT: Mr. Mike Osborne,

Toll Free: (800) 347-6455
Telephone: (513) 948-8811
Fax: (513) 948-8837
Email: mosborne@bordendairy.com

Fruit Drink Flavors: Grape, Lemon and Orange

OAKS Item ID Number for blanket purchase orders: 11222

* Denotes termination from contract

CONTRACTOR INDEX (Cont'd.)

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903510-3 (11/14/11) *

Reiter Dairy, LLC

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903510-4 (11/14/11) *

Smith Dairy Products Company

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903510-8 (11/14/13) **



177449
Dairy Enterprises, Inc.
1381 Dairy Lane
P.O. Box 87
Orrville, OH 44667

TERMS: Net 30 Days

DELIVERY: 3 Days ARO milk and 7 Days ARO other

CONTRACTOR'S CONTACT: Mr. Brian Defelice,
Ms. Lynn Mutersbaugh**

Toll Free: (800) 776-7076, x6560
Telephone: (330) 683-8710
Fax: (330) 683-1355
Email: lynnmutersbaugh@dairyenterprisesinc.com **

Fruit Drink Flavor: Orange

OAKS Item ID Number for blanket purchase orders: 11222

Denotes termination from contract

* Denotes termination from contract

** Denotes contractor email contact information update for Dairy Enterprises with contract amendment 47.

CONTRACTOR INDEX (Cont'd.)

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903510-5 (11/14/13)*



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

OAKS Item ID Number for blanket purchase orders: 11222

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903510-6 (11/14/13)*



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

Fruit Drink Flavor: Orange in one-half pint containers

Orange, Fruit Punch, Grape, Pink Lemonade, Blue Raspberry, Pineapple, Lemon-Lime and Lemon Drink in one gallon containers

OAKS Item ID Number for blanket purchase orders: 11222

* Denotes renewal of contract with amendment 43.

** Denotes change of page number with amendment 45.

PART B

** Denotes change of page number with amendment 45.

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

PRIMARY CONTRACT No.: **OT903510**

DAIRY PRODUCTS

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT903910 that opened on 04/02/10. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include 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 Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 06/15/10 and will expire on 11/14/13 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to STATE INSTITUTIONS LISTED HEREIN, 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.

Questions regarding this Supplemental Requirements Contract may be directed to:

Kellie Johnson*
kellie.johnson@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

* Denotes change in contract analyst with Amendment 43.

Signed: _____
Robert Blair, Director Date

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* Denotes change to price schedule, has been removed from contract pages and added in separate price schedule attachment with Amendment 45.

* Denotes change to page number.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT903510 effective 06/15/10.

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 institutions 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.

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. 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.

DOCUMENTATION: The following should accompany the bid response:

1. Price change formula, as specified in paragraph 'Monthly Price Adjustment, page 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

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 institution.

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 institution by multiplying the estimated annual usage of each item for the institution by its corresponding unit price and then adding these totals together. Although there will be separate institution awards made, bidders are eligible to receive multiple awards provided he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed for the institutions. Failure to bid all items for an institution may result in the bidder being deemed as not responsive for that institution.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

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 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 institution 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 June 15, 2010. 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 May 22, 2010. 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. Any unit price adjustments submitted having more than three digits after the decimal point shall be rounded down if the fourth digit is less than 5, and up if the fourth digit is 5 or greater.

USAGE REPORTS: Every three (3) 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, Ohio 43228-1395, Attn: Kellie Johnson. *

* Denotes change in contract analyst with Amendment 43.

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 institutions in Ohio. The term of any contract issued pursuant to this bid shall be seventeen (17) months, from June 15, 2015 through November 14, 2011.

B. Classification

1. Milk
 - a. Unflavored
 1. Low Fat (1%)
 2. Fat Free (Skim)
2. Cottage Cheese, Reduced Fat, 2%
3. Sour Cream; Regular

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 133, Section 133.128 – Cottage Cheese (21CFR133.128)
- E. 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 ultrapasteurized 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. 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.

SPECIFICATION (Cont'd.)

A. Products

1. Milk and Milk Products (cont.)

- f. Milk shall have a minimum of nine (9) calendar days after the date of delivery until reaching date stamped on carton.
- g. Contractor(s) will be required to furnish institutions and the Office of Procurement Services with their dating code upon request and shall immediately advise the Office of Procurement Services should any changes be made during the life of any ensuing contract.

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.

C. Delivery

- 1. As indicated on page 3, 'DELIVERY AND ACCEPTANCE', the contractor shall contact the institution(s) to establish a mutually agreeable delivery schedule.
- 2. Products shall be transported to institutions via a sanitary, refrigerated vehicle.
- 3. Products shall be delivered in accordance with the delivery schedule mutually agreed to by the institution and the contractor.
- 4. Unless otherwise agreed between the institution 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 institution 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 all institutions for which they receive award and establish a mutually agreeable delivery schedule. Listed below is contact information.

District 1

Allen Correctional Institution, Mr. John Azzarello, (419) 224-8000, Ext. 2170

District 4

Youngstown Developmental Center, Ms. Amy Fryda, (330) 544-2231

District 7

Dayton Correctional Institution, Ms. Valerie Shaw, (937) 263-0060, Ext. 2240

District 9

Chillicothe Correctional Institution, Mr. Lloyd Turner, (740) 774-7080, Ext. 2277
Southern Ohio Correctional Facility, Mr. Robert Taylor, (740) 259-5544, Ext. 3463

SPECIFICATION (Cont'd.)

2. Contractor shall deliver all items in accordance with paragraphs III.A-C., page 6
4. Contractor shall submit price changes to the Office of Procurement Services promptly and shall include all pertinent information and documentation, as specified in paragraph 'MONTHLY PRICE ADJUSTMENT', page 4.

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. Ice cream and ice milk mix do not apply to the aforementioned regulations. 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. NOTES

- 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 will be deemed not responsive, for the affected institution(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 will be deemed not responsive, for the institution(s) or lot award only.
- C. All items should be bid on the basis of the unit specified in the price columns.
- D. 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.
- E. The Ohio Penal Industries (OPI) milk processing plant currently provides most Department of Rehabilitation and Correction (DRC) institutions with 1% milk, as footnoted on the bid pricing pages. These items will not be purchased by the institutions from the contractor(s) unless unavailable from the OPI milk processing plant.

YOUR BID:

* Product packaging contains recycled material: Yes No (Please circle response), if yes, _____ %

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

* Shall not be included in evaluation



CONTRACTOR INDEX

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903510-8 (11/14/13)



177449
Dairy Enterprises, Inc.
1381 Dairy Lane
P.O. Box 87
Orrville, OH 44667

TERMS: Net 30 Days

DELIVERY: 3 Days ARO milk and 7 Days ARO other

CONTRACTOR'S CONTACT: Mr. Brian Defelice,

Toll Free: (800) 776-7076, x6560
Telephone: (330) 683-8710
Fax: (330) 683-1355
Email: briandefelice@dairyenterprisesinc.com **

Fruit Drink Flavor: Orange

OAKS Item ID Number for blanket purchase orders: 11222

CONTRACTOR, DELIVERY AND TERMS:

BID/CONTRACT NO.: OT903510-9 (11/14/13)



132840
Oberlin Farms Dairy LLC
DBA - Dairymens
3068 Wes 106th 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: kmchenry@bordendairy.com

Remittance Address:

Dairymens
PO Box 714371
Columbus, OH 43271-4371

Preferred method of receiving purchase Orders

Email: kmchenry@bordendairy.com

OAKS Item ID Number for blanket purchase orders: 11222

* Denotes contractor contact update for Dairy Enterprises with contract amendment 47.

SUMMARY OF AMENDMENTS

| Amendment Number | Revision Date | Description |
|------------------|---------------|---|
| 53 | 09/15/13 | To notify of price changes effective for all deliveries made on or after September 15, 2013, and to notify of removal of all Department of Rehabilitation and Correction locations. |
| 52 | 08/15/13 | To notify of price changes effective for all deliveries made on or after August 15, 2013. |
| 51 | 07/15/13 | To notify of price changes effective for all deliveries made on or after July 15, 2013. |
| 50 | 06/15/13 | To notify of price changes effective for all deliveries made on or after June 15, 2013. |
| 49 | 05/15/13 | To notify of price changes effective for all deliveries made on or after May 15, 2013. |
| 48 | 04/15/13 | To notify of price changes effective for all deliveries made on or after April 15, 2013, and to update analyst email address. |
| 47 | 03/15/13 | To notify of price changes effective for all deliveries made on or after March 15, 2013. |
| 46 | 02/15/13 | To notify of price changes effective for all deliveries made on or after February 15, 2013. |
| 45 | 01/15/13 | To notify of price changes effective for all deliveries made on or after January 15, 2013. To notify that all pricing has been moved from the contract pages to Price Schedule Attachment and contract page numbers have been updated. |
| 44 | 12/15/12 | To notify of price changes effective for all deliveries made on or after December 15, 2012. To notify of change to OAKS Vendor ID number and DBA name for Borden Dairy Company of Cincinnati, LLC. |
| 43 | 11/15/12 | To notify of price changes effective for all deliveries made on or after November 15, 2012. To notify of contract renewal. To notify of contractor contact information update. To notify of change in contract analyst. |
| 42 | 10/15/12 | To notify of price changes effective for all deliveries made on or after October 15, 2012. |
| 41 | 09/15/12 | To notify of price changes effective for all deliveries made on or after September 15, 2012. |
| 40 | 08/15/12 | To notify of price changes effective for all deliveries made on or after August 15, 2012. |
| 39 | 07/15/12 | To notify of price changes effective for all deliveries made on or after July 15, 2012. |
| 38 | 06/15/12 | To notify of price changes effective for all deliveries made on or after June 15, 2012. |
| 37 | 05/15/12 | To notify of price changes effective for all deliveries made on or after May 15, 2012. |
| 36 | 04/15/12 | To notify of price changes effective for all deliveries made on or after April 15, 2012. |
| 35 | 03/15/12 | To notify of price changes effective for all deliveries made on or after March 15, 2012. And to notify of change in contract analyst. |
| 34 | 02/15/12 | To notify of price changes effective for all deliveries made on or after February 15, 2012. |
| 33 | 01/15/12 | To notify of price changes effective for all deliveries made on or after January 15, 2012. |
| 32 | 12/15/11 | To notify of price changes effective for all deliveries made on or after December 15, 2011. |
| 31 | 11/15/11 | To notify of contract renewal. To notify of H. Meyer Dairy name change and vendor number change to Borden Dairy Company of Cincinnati, LLC. To notify of price changes effective for all deliveries made on or after November 15, 2011. |
| 30 | 10/15/11 | To notify of price changes effective for all deliveries made on or after October 15, 2011. |
| 29 | 09/15/11 | To notify of price changes effective for all deliveries made on or after September 15, 2011. |
| 28 | 08/15/11 | To notify of price changes effective for all deliveries made on or after August 15, 2011. Notify of email address change for Dairymens. |
| 27 | 07/15/11 | To notify of price changes effective for all deliveries made on or after July 15, 2011. |
| 26 | 06/15/11 | To notify of price changes effective for all deliveries made on or after June 15, 2011. |
| 25 | 05/15/11 | To notify of price changes effective for all deliveries made on or after May 15, 2011. |
| 24 | 04/15/11 | To notify of price changes effective for all deliveries made on or after April 15, 2011. |
| 23 | 03/15/11 | To notify of price changes effective for all deliveries made on or after March 15, 2011. |
| 22 | 02/15/11 | To notify of price changes effective for all deliveries made on or after February 15, 2011. |
| 21 | 01/15/11 | To notify of price changes effective for all deliveries made on or after January 15, 2011. |
| 20 | 12/15/10 | To notify of price changes effective for all deliveries made on or after December 15, 2010. |
| 19 | 11/15/10 | To notify of price changes effective for all deliveries made on or after November 15, 2010. |
| 18 | 10/15/10 | To notify of price changes effective for all deliveries made on or after October 15, 2010. |
| 17 | 09/15/10 | To notify of price changes effective for all deliveries made on or after September 15, 2010. |
| 16 | 08/15/10 | To notify of price changes effective for all deliveries made on or after August 15, 2010. |

SUMMARY OF AMENDMENTS (cont.)

| | | |
|----|----------|--|
| 15 | 07/15/10 | To notify of price changes effective for all deliveries made on or after July 15, 2010. |
| 14 | 06/15/10 | Price correction effective for all deliveries made on or after June 15, 2010 |
| 13 | 06/15/10 | To notify of price changes effective for all deliveries made on or after June 15, 2010. |
| 12 | 05/19/10 | To notify of a date correction effective May 15, 2010 |
| 11 | 5/15/10 | To notify of price changes effective for all deliveries made on or after May 15, 2010. |
| 10 | 04/28/10 | Award part B of the contract to go into effect 07/15/10 |
| 9 | 4/15/10 | To notify of price changes effective for all deliveries made on or after April 15, 2010. |
| 8 | 3/15/10 | To notify of price changes effective for all deliveries made on or after March, 15, 2010 for AT Xpress, LLC |
| 7 | 3/15/10 | To notify of price changes effective for all deliveries made on or after March 15, 2010. |
| 6 | 2/15/10 | To notify of price changes effective for all deliveries made on or after February, 15, 2010. |
| 5 | 01/19/10 | To notify of a contractor's change of name, change of OAKS Vendor ID Number and change of OAKS contract number, effective January 19, 2010 |
| 4 | 01/15/10 | To notify of price changes effective for all deliveries made on or after January 15, 2010. |
| 3 | 12/15/09 | To notify of price changes effective for all deliveries made on or after December 15, 2009 and to notify of a new Procurement contact |
| 2 | 12/15/09 | To notify of termination of award for Corrections Medical Center to Reiter Dairy, LLC and re-award of institution to H. Meyer Dairy, LLC |
| 1 | 12/15/09 | To notify of correction of award for Scioto Juvenile Correctional Facility |

