

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

REQUIREMENTS CONTRACT: SALAD DRESSINGS

CONTRACT No.: SA900210

EFFECTIVE DATES: November 9, 2009 to September 30, 2012

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SA900210 that opened on 10/07/09. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to DEPARTMENT OF MENTAL HEALTH, CENTRAL WAREHOUSE, 3201 ALBERTA ST., COLUMBUS, OH 43204, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Russell Perry
russell.perry@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: _____
Hugh Quill, Director Date

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NOTICE: This Invitation to Bid will be conducted by Reverse Auction. Bidders should carefully read Instructions to Bidders for Reverse Auction and Contract Terms and Conditions, through the link on page 1 of this Invitation to Bid prior to proceeding. The responses received will be for submission of documentation only, to pre-qualify bidders to participate in a Reverse Auction. The Reverse Auction will tentatively be held on October 15, 2009. Time frames will be determined and stated in the actual invitation to the reverse auction. The reverse auction platform will be available for placeholder bids as stated in the invitation issued by HedgeHog Inc. to qualified bidders. Products offered in this Qualification Summary will be the same products bid upon during the Reverse Auction and the same products supplied, upon award of any ensuing contract. This Qualification Summary does not require submission of pricing at this time. Prospective bidders shall indicate in the spaces provided on the Item Identification page (page 8), the items they intend to bid during the reverse auction by indicating the Processor (Manufacturer), Brand Name and Product Code Number in the columns provided. Bidders should expect samples to be requested immediately following the reverse auction event. Samples may not be requested before the reverse auction event. Nutritional information, ingredient list and an authorized dealer statement for the products will be required during the Reverse Auction Qualification Summary evaluation.

This ITB has three (3) distinctive parts:

- a. The submission and evaluation of the Invitation To Bid By Reverse Auction Qualification Summary.
- b. The submission of pricing by reverse auction for qualified bidders. Case price, delivered FOB Destination Prepaid, will be the price required to be entered during the reverse auction.
- c. Contract award evaluation that may include product sampling.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within twenty one (21) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

MINIMUM ORDERS: No order shall be placed against a contract awarded pursuant to this Invitation to Bid for delivery F.O.B. destination, transportation charges pre-paid, at any one time to any one destination for less than one thousand fifty-six cases (1056) of assorted dressing flavors.

AUTHORIZED DEALER STATEMENT: Bidders responding to this Invitation to Bid must be authorized dealers or manufacturers of the products they are bidding. Bidders should submit, with the bid, certification attesting to the fact they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized manufacturer's representative. If not provided with the bid response bidder will be required to provide the said certification within seven (7) calendar days, after notification, to the Office of Procurement Services. Failure to provide the certification with the bid or within the stated time period will result in the bidder being deemed as not responsive.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. The literature will be used in the Reverse Auction Qualification Summary to determine compliance with the specifications. The literature shall provide ingredient information 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.

PRODUCT SAMPLES: Samples may be requested from one or more bidders during the evaluation period of the Reverse Auction Qualification Summary response, or during the evaluation period after the Reverse Auction event. A sample shall consist of one (1) container of each flavor of salad dressing specified herein. Parcels containing samples are to be clearly labeled with the bidder's company name, the bid number, and the bid opening date. The product sample should be labeled in accordance with the information provided by the bidder on the bid response as to processor (manufacturer), brand name, and product code number. Sample submitted shall be the same product offered on the bidder's bid response and the same product delivered, if bidder should receive an award. Samples shall be sent to the Food Service Section, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, Attn: Mr. Steve Knight (614) 752-0026, Ext. 21.

Bidders shall submit samples only upon request. Only one (the first) shipment of samples submitted by a bidder for an ITB will be evaluated. Failure to supply samples during the evaluation period, within seven (7) calendar days of the request from the Office of Procurement Services shall deem your bid not responsive. There will be a taste test of the sample to determine acceptability. Awards will be based on product compliance with specifications, and determined by the Food Service Section to be equal in all material respects to the product referenced in this Invitation to Bid, and test results as to texture, consistency, odor, color, taste, etc. Samples may also be submitted to the United States Department of Agriculture, Ohio Department of Agriculture or independent private laboratory for analysis, prior to award. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage of each item by its corresponding case price and then add these totals together. Failure to bid all items may result in the bidder being deemed 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 case cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

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 quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.cfsan.fda.gov/~furl/ovffreg.html> When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

USAGE REPORTS: Every twelve (12) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Russell Perry.

SPECIFICATION

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor to supply salad dressing, assorted flavors ordered by the Ohio Department of Mental Health, Central Warehouse for foodservice use at 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 term of any contract issued pursuant to this bid shall be for a period of three (3) years, from November 9, 2009 through September 30, 2012.

B. Classification

1. Mayonnaise
2. Salad Dressing
3. Red French Style Dressing
4. Golden Italian Dressing
5. Thousand Island Dressing
6. Cole Slaw Dressing
7. Tartar Sauce
8. Ranch Style Dressing
9. Sweet and Sour Dressing

II. REQUIREMENTS

A. Product Description

1. Mayonnaise

- a. Product shall be an off-white, creamy emulsion with no evidence of lumping or separation.
- b. The flavor shall be slightly tart with egg notes.
- c. The product shall contain egg yolk.

2. Salad Dressing

- a. Product shall be an off-white, creamy emulsion with no evidence of lumping or separation.
- b. The flavor shall be typically sweet/tart.
- c. Product should contain paprika.
- d. Product shall contain a minimum density of 8.00 lbs per gallon, and a minimum viscosity of 130,000 centipoises (cps).

3. Red French Style Dressing

- a. Product shall be a smooth, red emulsion with no evidence of lumping or separation.
- b. The flavor shall be sweet/tart.
- c. Product shall contain 3% +/- 1% tomato paste.

4. Golden Italian Dressing

- a. Product shall be a golden-yellow, translucent emulsion with visible seasonings throughout and no evidence of separation.
- b. The flavor shall be typical of an Italian dressing.
- c. Product shall contain soybean oil, garlic, onions, and red bell peppers.

5. Thousand Island Dressing

- a. Product shall be a creamy, orange emulsion with visible relish pieces throughout and no evidence of separation.
- b. The flavor shall be typically sweet/tart.
- c. Product shall contain egg yolk and soybean oil.
- d. Product shall contain 6.5% sweet relish, +/- 1%.
- e. Product should contain tomato paste.

6. Cole Slaw Dressing

- a. Product shall be an off-white, creamy emulsion with no evidence of lumping or separation.
- b. The flavor shall be a smooth sweet/tart blend.
- c. Product shall contain egg yolk.

7. Tartar Sauce

- a. Product shall be a white to off-white emulsion with visible relish pieces throughout and no evidence of separation.
- b. The flavor shall be a sweet/tart with dill notes.
- c. Product shall contain egg yolk and soybean oil.
- d. Product shall contain 12% +/- 1% dill relish.

8. Ranch Style Dressing

- a. Product shall be a white to off-white, creamy emulsion with seasonings throughout and no evidence of separation.
- b. The flavor shall have dairy notes and typical ranch spices, with no acidic bite.
- c. Product shall contain egg yolk and soybean oil.
- d. Product may contain 10% +/- 1% buttermilk.

9. Sweet and Sour Dressing

- a. Product shall be a yellow, translucent emulsion with visible celery seeds throughout and no evidence of separation.
- b. The flavor shall have a smooth sweet/sour blend.
- c. Product shall contain soybean oil.
- d. Product should contain egg yolk

B. General Description

1. Only fresh, pasteurized, salted egg yolks shall be used. No frozen or powdered egg yolks are to be used.
2. Only pure, non-hydrogenated soybean oil shall be used.
3. Products shall be composed of ingredients permitted in the Definitions and Standards of Dressings for Food, Mayonnaise, French Dressing and Salad Dressing, under the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. Only ingredients permitted by the above shall be used.
4. Products shall be flavorsome, highly palatable, and free from objectionable flavors and odors such as oxidized, tallowy, rancid, beany, painty, yeasty, and starchy. Dressings shall have flavor and odors characteristic of the type they represent.
5. Products shall be free from foreign material, such as rust, dirt, grease, wood particles, paint, lacquer, insect parts, glass, hair, metal and paper.
6. All products shall be shelf stable at room temperature.

C. Labeling

1. All products shall be labeled with a complete ingredient list.
2. All products shall be labeled with nutritional information.
3. All products shall be labeled with a UPC.
4. All products shall have the gallon container code dated with Julian manufacture date.
5. The case shall have no use-by date printed on it.
6. An ingredients list and 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 provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so.

Sample of Nutrition Label:

Nutrition Facts		
Serving Size 1 cup (228g)		
Servings Per Container 2		
Amount per serving		
Calories 90	Calories from Fat 30	
% Daily Value *		
Total Fat 3g.	0%	
Saturated Fat 0g	0%	
Cholesterol 0 mg	0%	
Sodium 300 mg	0%	
Total Carbohydrate 13g	0%	
Dietary Fiber 3g	0%	
Sugars 3g		
Protein 3g		
Vitamin A 80%	Vitamin C 60%	
Calcium 4%	Iron 4%	
Percent Daily Values are based on a 2,000-calorie diet. Your daily values may be higher or lower depending on your calorie needs:		
	Calories: 2,000	2,500
Total Fat/Less than	65 g	80 g
Sat Fat/Less than	20 g	25 g
Cholesterol/Less than	300 mg	300 mg
Sodium/Less than	2,400 mg	2,400 mg
Total Carbohydrate	300g	375g
Dietary Fiber	25g	30g
Calories per gram:		
Fat 9	Carbohydrates 4	Protein 4

D. Packaging

1. All products shall be packed in one (1) gallon, tamper-evident, plastic jugs; glass containers are unacceptable.
2. Case pack shall be 4/1-gallon containers.
3. The packaging of these products shall be in accordance with good commercial practice and products shall be packed in containers standard to the industry.

E. Delivery

1. All products shall be shipped to the Department of Mental Health, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, as indicated on page 1 of the bid.
2. The contractor shall contact the Department of Mental Health, Central Warehouse at (614) 752-0026, Extension 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.

- F. Palletization: All shipments are to be palletized and stretch wrapped. Contractor(s) shall furnish commodity palletized on either disposable pallets or 40" x 48" 4-way (GMA) pallets for truckload deliveries. Weight shall not exceed 2500 lbs. Pallets of equal value will be exchanged at the time of delivery, or as arranged between the contractor and Central Warehouse.

III. NOTES

Guaranty: The awarded 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.

PRICE SCHEDULE

CONTRACTOR: WILLIAM F. WILLIAMS CO.

ITEM ID NO.	DESCRIPTION	PROCESSOR/BRAND	PRODUCT CODE NO.	PRICE PER CASE
2504	Mayonnaise	Royal Foods/America's Choice	804115	\$ 22.70
2505	Salad Dressing	Royal Foods/America's Choice	806115	\$ 20.50
2502	Red French Style Dressing	Royal Foods/America's Choice	488115	\$ 16.97
7931	Golden Italian Dressing	Royal Foods/America's Choice	365115	\$ 13.38
2508	Thousand Island Dressing	Royal Foods/America's Choice	474115	\$ 16.73
7928	Coleslaw Dressing	Royal Foods/America's Choice	669115	\$ 17.49
2576	Tartar Sauce	Royal Foods/America's Choice	789115	\$ 19.56
7982	Ranch Style Dressing	Royal Foods/America's Choice	230115	\$ 24.80
7983	Sweet & Sour Dressing	Royal Foods/America's Choice	713115	\$ 20.58

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: SA900210-1 (09/30/12)



48320
William F. Williams Co.
318 Green Hollow Dr.
Pataskala, OH 43062

DELIVERY: 21 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Ms. Ella Williams

Telephone: (740) 927-1203
FAX: (740) 927-2807
Email: WmFWilliamsCo@aol.com