INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.	BIDDER NAME
BID NUMBER: OT903811 OPENING DATE (1:00 p.m.): NOVEMBER 22, 2010	STREET ADDRESS ☐ Check if remit address is different and list on separate sheet
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk	CITY / STATE / ZIP COUNTRY / MBE/EDGE CERTIFICATE NUMBER TELEPHONE NO. ( ) / TOLL FREE NO. 1 - ( ) CONTACT PERSON / FAX NO. ( )
REQ./INDEX NO. DMH034F BID NOTICE DATE NOVEMBER 1, 2010	CONTRACTOR'S E-MAIL ADDRESS

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

☐ E-Mail ☐ Fax

In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%,10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, ____Days, Net 30 Days

PARTICIPATING AGENCY(IES): DEPARTMENT OF MENTAL HEALTH, CENTRAL WAREHOUSE, 3201 ALBERTA ST., COLUMBUS, OH 43204

MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

PORTION PACK DRESSINGS, SAUCES AND CONDIMENTS

TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 12/01/10 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 11/30/12 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.

Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.procure.ohio.gov/ All questions should be submitted a minimum of five (5) working days prior to the bid opening date.

PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?

   ☐ United States: _____(State) ☐ Canada ☐ Mexico (Go to B-1)

   ☐ Other: (Specify Country)_____ (Go to A-2)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.

   ☐ Yes (Go to Section B-1) ☐ No (Go to Section A-3)

3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

   _____(Item) _____(Country of Origin)

   _____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.

   ☐ Yes (Go to C) ☐ No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio. ☐ Yes (Answer a, b, c, d below) ☐ No (Go to B-3)

   a) Bidder has paid the required taxes due the state of Ohio ☐ Yes ☐ No

   b) Bidder is registered with the Ohio Secretary of State

      ☐ Yes (Charter/Registration No.: _____) ☐ No

      Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: http://www.sos.state.oh.us/

   c) Bidder has ten or more employees based in Ohio or border state. ☐ Yes ☐ No (Go to B-2d)

   d) Bidder has seventy-five percent or more employees based in Ohio or border state. ☐ Yes ☐ No (Go to B-3)

3. Border state bidder:

   ☐ Yes (Specify which state then go to B-2c): ☐ KY ☐ MI ☐ NY ☐ PA ☐ IN) ☐ No (Go to B-4)

4. Border state bidder: mined products mined in respective border state ☐ Yes ☐ No ☐ Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business ☐ Yes ☐ No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx

A. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

1. review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form http://www.publicsafety.ohio.gov/links/HLS0038.pdf and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

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.

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 nutritional and technical data for verification of compliance with the specifications. If not provided as part of the Bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any Contract and will be disregarded by the State. Failure of the Bidder to furnish descriptive literature either as part of their Bid response or within the time specified herein will deem the Bidder not responsive.

SAMPLES: Samples may be requested from one or more bidders during the evaluation period. A bidder requested to submit samples shall submit only the quantity of product sample requested (a minimum of two [2] samples). Parcels containing samples are to be clearly labeled with the bidder's company name, the bid number, and the bid opening date. The product sample should be labeled in accordance with the information provided by the bidder on the bid response as to packer/processor, brand name, and product code number. Sample submitted shall be the same product offered on the bidder's bid response and the same product delivered, if bidder should receive an award. Samples shall be sent to the Food Service Section, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, Attn: Mr. Steve Knight (614) 752-0026, Ext. 21. Bidders shall submit samples only upon request. Only one (the first) shipment of samples submitted by a bidder for an ITB will be evaluated. Failure to supply samples during the evaluation period, within seven (7) calendar days of the request from Central Warehouse, shall deem your bid not responsive. 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 palatability, portion weight, appearance, etc.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the “Instructions to Bidders”. In addition, the state will determine the price per gram/ounce by dividing the case price by the net weight of the case pack offered. Price per gram/ounce will be carried 4 digits after the decimal point. Any additional digits will be dropped and not used in the evaluation and any subsequent award. The price per gram/ounce will then be multiplied by the estimated annual usage as determined by the preferred pack listed on the pricing pages. These prices will then be added to determine a low lot total.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined, as stated in the evaluation paragraph. Failure to bid all items may result in the bidder being deemed not responsive.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than 500 cases.

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

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

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

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

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

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/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.

SPECIFICATIONS FOR PORTION PACKED DRESSINGS, SAUCES, AND CONDIMENTS

I. SCOPE AND CLASSIFICATION

A. Scope: The purpose of this bid is to obtain a contractor to supply portion packed dressings, sauces, and condiments to state of Ohio, Department of Mental Health, Central Warehouse, 3201 Alberta St., Columbus, OH 43204, for use at state institutions. The contractor shall make delivery, FOB destination prepaid. The term of any ensuing contract is to be two (2) years, from December 1, 2010 through November 30, 2012.

B. Classification

1. Salad Dressing, Regular
2. Mayonnaise, Calorie Restricted
3. Tartar Sauce
4. Soy Sauce
5. Taco Sauce
6. Salad Dressings, Pourable
   a. French
   b. French, Calorie Restricted
   c. Italian
   d. Italian, Calorie Restricted
   e. Thousand Island
   f. Thousand Island, Calorie Restricted

B. Classification (Cont'd)

7. Mustard
8. Catsup
9. Barbecue Sauce
10. Sweet-n-Sour Sauce
11. Honey
12. Syrup, Pancake and Waffle
    a. Syrup
    b. Syrup, Calorie Restricted
13. Lemon Juice
14. Sweet Relish
15. Cheese, Parmesan, Grated
16. Jelly
    a. Jelly
    b. Jelly, Calorie Restricted
17. Creamer, Non-Dairy
18. Sugar Substitute
19. Salt
20. Pepper
21. Peanut Butter

II. APPLICABLE DOCUMENTS

A. Commercial Item Description A-A-20140D, Type II and III, dated June 25, 2008, Salad Dressing and Tarter Sauce, and latest amendments thereof.
B. Commercial Item Description A-A-20087C, dated April 28, 2006, Soy Sauce, and latest amendments thereof.
C. Commercial Item Description A-A-20162B, dated April 21, 2008, Salad Dressings, Pourable, Type I and latest amendments thereof.
D. Commercial Item Description A-A-20036C, dated May 29, 2007, Mustard, Prepared, and latest amendments thereof.
E. 21CFR155.194, dated April 1, 2001, Catsup, and latest amendments thereof.
F. Commercial Item Description A-A-20335A, dated May 7, 2007, Barbecue Sauce, Flavor I, and latest amendments thereof.
G. 52.1391 - United States Standards for Grades of Extracted Honey dated May 23, 1985.
H. Commercial Item Description A-A-20124D, dated April 17, 2008, Syrup, Type IV, Style 1 and latest amendments thereof.
I. Commercial Item Description A-A-20144B, dated May 1, 1998, Lemon Juice, and latest amendments thereof.
J. Commercial Item Description A-A-20078B, dated March 5, 2002, Jelly, Fruit, Type I and II, Style I and latest amendments thereof.
K. Commercial Item Description A-A-20043B, dated March 26, 2004, Creamer, Non-Dairy, Dry, and latest amendments thereof.
L. Commercial Item Description A-A-20178A, dated February 24, 2005, Sugar Substitute, and latest amendments thereof.
M. Commercial Item Description A-A-20001A, dated March 27, 2002, Pepper, Black, Class X, Form I, and latest amendments thereof.
N. Commercial Item Description A-A-20328A, dated August 29, 2006, Peanut Butter, Style I, Class A, Texture 1, Type a.
O. Federal Food and Drug Standards of Identity, Quality and Fill.

III SALIENT CHARACTERISTICS

Portion Packs provided shall meet the salient characteristics of this specification, conform to the producer's own specifications, standards, and quality assurance practices, and shall be the same portion packs offered for sale in the commercial marketplace. The state of Ohio reserves the right to require proof of such conformance.

All products shall be free from foreign materials such as rust, dirt, grease, wood, paint, glass, metal, paper, hair and insect parts. Shall have a pleasing characteristic flavor and shall be free from any objectionable flavors and odors such as oxidized, tallowy, rancid, reverted vegetable oil flavor, yeast and starchy.

III SALIENT CHARACTERISTICS (Cont'd)

A. Salad Dressing

1. Type ll, Style A, Regular – Shall be uniform off-white to light cream color. Shall have a sharp distinct vinegar odor and a clean vinegar flavor. May possess a pleasing egg yolk flavor. Shall have a semi-solid consistency. No evidence of lumps, grittiness or gassiness.

B. Mayonnaise, Calorie Restricted

1. Shall be uniform off-white to light cream color. Shall have a sharp distinct vinegar odor and a clean vinegar flavor. May possess a pleasing egg yolk flavor. Shall have a semi-solid consistency. No evidence of lumps, grittiness or gassiness. Shall have no more than 45 calories and no more than 5 grams of fat per portion.

C. Tartar Sauce

1. Type lll, Style A – Shall be made using a salad dressing conforming to Type ll, Regular, above. Shall incorporate processed dill or stabilized pickle relish containing spices commonly used in tartar sauce. May have additional ingredients of capers, onions, cucumbers or peppers consistent with commercial sauce. Product shall have a thick creamy consistency suitable for a sandwich spread. Flavor shall be pleasingly tart. Incorporated vegetable pieces shall be firm and crispy. There shall be no evidence of separation of oil and water.

D. Soy Sauce

1. Type ll, Non-fermented, - Shall be a blend of hydrolyzed vegetable protein, salt, corn syrup or sugar, caramel color, and water. May contain vinegar and/or organic acids and preservatives. Shall have a well-blended, palatable, tart and salty flavor, and possess the aroma, body, and character typical of this type of sauce.

E. Taco Sauce

1. Product includes ingredients of water, vinegar, tomato paste, salt and spices. Shall have a mild to medium traditional taco sauce flavor.

F. Salad Dressing, Pourable

1. French, Type l, Flavor A, Style l – Emulsified dressing, orange-red in color. Shall not contain less than 35% vegetable oil.
2. French, Calorie Restricted – Emulsified dressing, orange-red in color. Shall have no more than 20 calories and no more than 5 grams of carbohydrates per portion.
3. Italian, Type l, Flavor C, Style 2 – Dressing shall have a blend of oil, vinegar and seasonings consistent with commercial style dressing. Shall possess a zesty flavor and aroma.
4. Italian, Calorie Restricted – Dressing shall have a blend of oil, vinegar and seasonings consistent with commercial style dressing. Shall possess a zesty flavor and aroma. Shall have no more than 20 calories and no more than 5 grams of carbohydrates per portion.
5. Thousand Island, Type l, Flavor E – Product shall have a thick, creamy pourable consistency and shall be free from separation and gas formation. Shall have a tangy, spicy flavor and aroma.
6. Thousand Island, Calorie Restricted – Product shall have a thick, creamy pourable consistency and shall be free from separation and gas formation. Shall have a tangy, spicy flavor and aroma. Shall have no more than 20 calories and no more than 5 grams of carbohydrates per portion.

G. Mustard

1. Type l, Yellow – Mustard shall have a smooth consistency, free from coarse particles. Shall have a mild mustard flavor with a slight acidic taste. Shall not be over 60 days old at time of delivery.

III SALIENT CHARACTERISTICS (Cont'd)

H. Catsup

1. Shall be processed using the liquid obtained from the residue after partial extraction of juice from tomatoes. Shall be strained to exclude skins, seeds and other coarse or hard substances in accordance with good manufacturing practices. Vinegar, sweeteners, spices flavorings, onions or garlic may then be added to the finished product.

I. Barbecue Sauce

1. Flavor I, Plain/Regular – Sauce may contain ingredients such as corn syrup, water, tomato concentrate, distilled vinegar, molasses, fruit purees, spices, salt, and modified food starches. Shall be smooth and possess a consistency such that not more than a slight separation of free liquid occurs. May have small pieces of flavorings or spices. Shall have a spicy, smoky, sweet/sour tomato flavor and odor characteristic of barbecue sauce. Shall be deep reddish brown, smooth, glossy and moderately thick.

J. Sweet-n-Sour Sauce

1. Product includes ingredients of water, corn sweetener, fruit concentrate, sugar, vinegar, starch, salt, Worcestershire sauce, wine flavor, soy sauce, preservatives, mustard flour, spices, citric acid, onion powder and garlic powder.

K. Honey

1. Liquid Honey, Filtered, Type (a), Style (a) – Honey that has been separated from the comb by centrifugal force, gravity, straining or other means. Shall be filtered to remove all or most of the fine particles, pollen grains, air bubbles, or other fine materials normally found in suspension. Shall have a fragrance or odor of commercial honey. Shall be of a color typical of honey.

L. Syrup

1. Syrup, Imitation Maple, Type IV, Style 1, Flavor A – Shall be imitation maple table syrup for waffles, pancakes, etc. Shall be pasteurized in accordance with good commercial practice. Shall be clean, free from fermentation and free from any objectionable flavor, odor or sediment. Color shall not be lighter than light amber or more than slightly darker than dark amber. Minimum 65 brix solids.
2. Syrup, Imitation Maple, Calorie Restricted - Shall be imitation maple table syrup for waffles, pancakes, etc. Shall be pasteurized in accordance with good commercial practice. Shall be clean, free from fermentation and free from any objectionable flavor, odor or sediment. Color shall not be lighter than light amber or more than slightly darker than dark amber. Shall have no more than 60 calories and no more than 15 grams of carbohydrates per portion.

M. Lemon Juice

1. Juice, Lemon, Reconstituted – Juice used for reconstitution shall be prepared from unfermented juice obtained from mature lemons of one or more of the high acid varieties. The finished product shall be free from seeds or seed particles, particles of membranes, core, peel, and other extraneous plant material. Shall possess a distinct lemon flavor and odor.

N. Sweet Relish

1. Relish consists of finely cut or chopped cucumbers packed in a vinegar solution with suitable sweetening ingredients. May contain other finely cut or chopped vegetables commonly found in commercial type sweet relish.

O. Parmesan Cheese, Grated

1. Natural Parmesan (Reggiano) cheese possessing a sweet, mellow, nut-like taste shall be selected for grating. Cheese shall be grated so as to be suitable for use as a sprinkled topping. Cheese aged more than one and one-half to two years may acquire a mildly piquant flavor, which shall be acceptable.

III SALIENT CHARACTERISTICS (Cont'd)

P. Jelly, Assorted Flavors

1. Apple, Grape, and Mixed Fruit, Type l and ll, Style 1 – US Grade A Fancy jellies in an assorted pack prepared from a single or a mixture of more than one fruit juices. Shall have a tender to slightly firm texture with a spreadable consistency. Jelly shall be clear or translucent and shall maintain a compact shape without excessive weeping. The fruit jelly shall have a distinct flavor characteristic of the fruit ingredients. Case pack shall be an approximate ratio of 50 apple, 75 grape, and 75 mixed fruit.
2. Apple, Grape, and Mixed Fruit, Calorie Restricted – US Grade A Fancy jellies in an assorted pack prepared from a single or a mixture of more than one fruit juices. Shall have a tender to slightly firm texture with a spreadable consistency. Jelly shall be clear or translucent and shall maintain a compact shape without excessive weeping. The fruit jelly shall have a distinct flavor characteristic of the fruit ingredients. Case pack shall be an approximate ratio of 50 apple, 75 grape, and 75 mixed fruit. Shall have no more than 20 calories and no more than 5 grams of carbohydrates per portion.

Q. Non-Dairy Creamer, Dry

1. Non-dairy creamer shall be free flowing uniform granular powder and shall be free from lumps. Upon being added to a hot liquid it shall readily dissolve within 15 seconds and show no signs of curdling, feathering or undissolved floating particles. Shall possess a white to light-cream color. Shall impart a sweet creamy flavor. Shall be processed and packaged not more than 90 days prior to delivery.

R. Sugar Substitute

1. Low calorie blend of nutritive and non-nutritive sweeteners.

S. Salt, Table, Iodized

1. Shall be fine granulated, white colored, free flowing, derived from either rock or evaporated sources. Product shall contain one or more effective anti caking agents, and the finished commodity shall contain no more than 0.1 percent moisture by weight and be not less than 97.5 percent sodium chloride on a moisture free basis.

T. Pepper, Black, Ground, Fine

1. Shall be from the dried immature berries of Piper nigrum L. Shall contain not more than 7.0 percent total ash, 1.0 percent acid insoluble ash, 12.5 percent crude fiber, 12.0 percent moisture, and 30.0 percent starch. Shall contain not less than 2.0 percent volatile oil, and 7.5 percent non-volatile methylene chloride extract. Pepper shall be uniformly ground to allow for a minimum of 70 percent, by weight, to pass through a U.S. Standard No. 30 sieve.

U. Peanut Butter

1. Style l, Class A, Texture 1, Type a – Peanut Butter shall contain partially or fully hydrogenated vegetable oils to prevent oil separation.

IV. REGULATORY REQUIREMENTS

A. Certification

1. The product delivered to the state of Ohio shall comply with all Federal, State, and local mandatory requirements and regulations as they apply to preparation, packaging, labeling, storage and distribution.
2. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the state or the state's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.

B. Packaging

1. Portion packs shall be packed in poly-packs, packets or cups as individual servings. The packaging shall be in accordance with good commercial practice. Product is to be packed in containers standard to the industry.
2. All contents shall be packed in a commercially sanitary manner.
3. Each container shall be clearly labeled indicating contents, name and address of the manufacturer or distributor and the quantity contained therein.

C. Palletization

1. All shipments are to be palletized. Contractor shall furnish commodity palletized on either disposable pallets or 40” x 48” 4-way (GMA) pallets for truckload deliveries.
2. Pallets are to be securely banded or shrink-wrapped.
3. Pallets of equal value will be exchanged at the time of delivery.

D. Nutrition Information

1. A copy of the label with listed nutritional facts may be requested during the bid evaluation. 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. Failure to supply the documentation within seven (7) days of request may deem your bid not responsive.

   Sample of Nutrition Label:

Nutrition Facts

Serving Size 1 cup (228g)
Servings Per Container 2
Amount per serving:
Calories Calories from Fat
% Daily Value *

Total Fat 0g.	0%
Saturated Fat 0g	0%
Cholesterol 0 mg	0%
Sodium 0 mg	0%
Total Carbohydrate 0g	0%
Dietary Fiber 0g	0%
Sugars 0g	0%
Protein 0g	0%
Vitamin A 0%	Vitamin C 0%
Calcium 0%	Iron 0%

Percent Daily Values are based on a 2,000-calorie diet. Your daily values may be higher or lower depending on your calorie needs:

Calories:	2,000	2,500
Total Fat/Less than	65 g	80 g
Sat Fat/Less than	20 g	25 g
Cholesterol/Less than	300 mg	300 mg
Sodium/Less than	2,400 mg	2,400 mg
Total Carbohydrate	300g	375g
Dietary Fiber	25g	30g

Calories per gram:
Fat 9 Carbohydrates 4 Protein 4

YOUR BID:

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.

The contractor shall deliver the portion packed dressings, sauces, and condiments, FOB destination prepaid, to Department of Mental Health, Central Warehouse, 3201 Alberta St., Columbus, OH 43204.

ITEM ID NO.	DESCRIPTION	ANNUAL USAGE/ CASES	PACK SIZE PREFERRED	* PACK SIZE OFFERED	PORTIONS PER CASE PREFERRED	* PORTIONS PER CASE OFFERED	* BRAND NAME AND PRODUCT CODE NUMBER	NET PRICE PER CASE
2506	Salad Dressing, Regular	2,106 cs	12 gms	gms	200			$
8047	Mayonnaise, Reduced Calorie	162 cs	12 gms	gms	200			$
3200	Tartar Sauce	4,374 cs	12 gms	gms	200			$
8197	Soy Sauce	270 cs	9 gms	gms	500			$
2574	Taco Sauce	10,530 cs	9 gms	gms	200			$
2501	French Dressing	5,022 cs	12 gms	gms	200			$
7929	French Dressing, Calorie Restricted	162 cs	12 gms	gms	200			$
7930	Italian Dressing	4,154 cs	12 gms	gms	200			$
2503	Italian Dressing, Calorie Restricted	1 cs	12 gms	gms	200			$
2507	Thousand Island Dressing	1,296 cs	12 gms	gms	200			$
7984	Thousand Island Dressing, Calorie Restricted	238 cs	12 gms	gms	200			$

* Indicates required information. Failure to submit the information requested in these fields may deem the bid as not responsive.

ITEM ID NO.	DESCRIPTION	ANNUAL USAGE/ CASES	PACK SIZE PREFERRED	* PACK SIZE OFFERED	PORTIONS PER CASE PREFERRED	* PORTIONS PER CASE OFFERED	* BRAND NAME AND PRODUCT CODE NUMBER	NET PRICE PER CASE
7985	Mustard	4,212 cs	5.5 gms	gms	500			$
2500	Catsup	5,194 cs	11 gms	gms	500			$
2509	Barbecue Sauce	700 cs	1 oz	oz	100			$
8198	Sweet-n-Sour Sauce	119 cs	1 oz	oz	100			$
2578	Honey	19,711 cs	9 gms	gms	200			$
3201	Syrup	4,241 cs	1.5 oz	oz	100			$
2498	Syrup, Calorie Restricted	476 cs	1 oz	oz	100			$
2894	Lemon Juice	1 cs	4 gms	gms	200			$
2897	Sweet Relish	308 cs	9 gms	gms	200			$
8289	Cheese, Parmesan, Grated	540 cs	3.5 gms	gms	200			$
8201	Jelly	9,992 cs	14 gms	gms	200			$
7926	Jelly, Calorie Restricted	882 cs	12 gms	gms	200			$

Quantities and flavors per case of Jelly offered: _____

Quantities and flavors per case of Jelly, Calorie Restricted offered: _____

* Indicates required information. Failure to submit the information requested in these fields may deem the bid as not responsive.

ITEM ID NO.	DESCRIPTION	ANNUAL USAGE/ CASES	PACK SIZE PREFERRED	* PACK SIZE OFFERED	PORTIONS PER CASE PREFERRED	* PORTIONS PER CASE OFFERED	* BRAND NAME AND PRODUCT CODE NUMBER	NET PRICE PER CASE
3345	Creamer, Non-Dairy	588 cs	3 gms	gms	1,000			$
7515	Sugar Substitute	852 cs	.8 gms	gms	3,000			$
8400	Salt	6,540 cs	.75 gms	gms	3,000			$
3139	Pepper	5,832 cs	.18 gms	gms	3,000			$
8346	Peanut Butter	4,466 cs	1.125 oz	oz	400			$

* Indicates required information. Failure to submit the information requested in these fields may deem the bid as not responsive.

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.

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.

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 (refer to the Bid Page One, link to Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Workers' Compensation Certificate.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million ($1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability Insurance:
    a. Minimum limits of $500,000.00 per occurrence.
    b. Minimum limits of $1,000,000.00 annual aggregate.
    c. The State shall be listed as the certificate holder.
    d. To be compliant, the Commercial General Liability policy must include the following three endorsements:
        1) a blanket waiver of subrogation.
        2) a statement that the Commercial General Liability coverage is primary over any other coverage.
        3) a designation of the State as an additional insured.

An insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of Procurement Services within seven (7) calendar days after notification. Failure to provide a compliant certificate within the stated time frame will cause the bidder to be deemed not responsive.

BID SUBMISSION CHECK-OFF LIST

Submitted		Required
	Required with the Bid Response	
_____	Bid Cover Page, Signed in Blue Ink (Page 1)	Yes
_____	Required Certification For Bidding (Page 2)	Yes
_____	Completed Required Item Identification (Pages 10 thru 12)	Yes
_____	Disclosure of Subcontractors / Joint Ventures (see Page 13)	Yes
	Required During the Bid Evaluation Process	
_____	Samples (page 3, 7 days after requested) {UPON REQUEST ONLY}	Yes
_____	Nutrition information (page 9, 7 days after requested) {May be submitted with the response}	Yes
_____	Affirmative Action Verification Form (V. – I.) {May be submitted with the response}	Yes
_____	DMA Form (see Page 2) {May be submitted with the response}	Yes
_____	Workers' Compensation Requirement (S-12) {May be submitted with the response}	Yes
_____	Insurance Requirements (S-13) {May be submitted with the response}	Yes

This checklist is provided solely for the Bidder's benefit. Submission of the mandatory/required materials does not guarantee that the Bidder will be deemed compliant with all of the specifications and requirements as stated in this Bid. Completing this checklist does not absolve the Bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this Bid.