

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	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
OT904717	December 7, 2016	CITY STATE ZIP	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. LDC004	BID NOTICE DATE 11/25/16	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)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> 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			
<u>PARTICIPATING AGENCY(IES):</u> OHIO DEPARTMENT OF VETERAN SERVICES			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>DAIRY PRODUCTS</p> <p><u>TERM OF CONTRACT:</u> 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 <u>12/15/16</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>11/14/17</u> 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 agency.</p> <p><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u>, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>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.</p> <p><u>INQUIRIES:</u> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.</p>			
		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.

SPECIAL TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will, by amendment, become a part of Contract No. OT903714.

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

DELIVERY AND ACCEPTANCE: Contractor shall call the individual facilities to establish a mutually acceptable delivery schedule. Supplies will be delivered to the participating agency within seven (7) days after receipt of order, with the exception of milk, which shall be delivered within three (3) days ARO, if necessary, and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DOCUMENTATION: The following should accompany the bid response:

1. Price change formula, as specified in paragraph 'Monthly Price Adjustment, pages 3 and 4
2. Certification Letter, as specified in paragraph IV.B., page 8
3. Copy of current valid license issued by the Ohio Department of Health, as specified in paragraph IV.B., page 9
4. Disclosure Of Subcontractors/Joint Ventures/Bid Automobile Liability Checklist, page 4
5. Packaging recycle disclosure page 10.

If the documentation listed above does not accompany the bid response, the bidder will be required to provide the specified documents within seven (7) calendar days after notification, to the Office of Procurement Services. Failure to provide the literature within the stated time period will result in the bidder being deemed as not responsive.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms and Conditions for Bidding". In addition, the state will determine the low lot total price for each location by multiplying the estimated annual usage of each item for the location by its corresponding unit price and then adding these totals together. Where an estimated quantity of zero (0) is listed a quantity of one (1) will be used for evaluation purposes only. Although there will be separate location awards made, bidders are eligible to receive multiple awards provided the bidder is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed for the locations. Failure to bid all items for a location may result in the bidder being deemed as not responsive for that location.

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

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

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

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

The first price change for the contract shall be effective for all deliveries made on or after July 15, 2016. 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 20, 2016. Subsequent price changes shall be effective the 15th of each month, as specified above. Price change documentation is due in accordance with time guidelines specified herein.

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

USAGE REPORTS: As requested the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Adam Williamson or Adam.williamson@das.ohio.gov.

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.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor(s) to furnish and deliver dairy products to state agencies in Ohio.

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. Cottage Cheese

- a. Regular, 4%
- b. Reduced Fat, 2%
- c. Low Fat, 1%

6. Sour Cream:

- a. Regular
- b. Low Fat
- c. Fat Free

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. 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

SPECIFICATIONS (Cont'd.)

III. GENERAL REQUIREMENTS

A. Products

1. Milk

- a. All milk 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 shall be pasteurized and/or ultra-pasteurized as defined in Ohio Department of Agriculture Regulations.
- c. Where applicable, milk shall be homogenized.
- d. Milk 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 dating code information upon request and shall immediately advise the Office of Procurement Services should any changes be made during the life of any ensuing contract.

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

SPECIFICATIONS (Cont'd.)

D. Contractor Responsibilities

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

<u>INSTITUTION</u>	<u>CONTACT NAME</u>	<u>CONTACT NUMBER</u>
Ohio Veteran's Home Georgetown	Marcella Proctor	937-378-2900 Ext. 2750

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

IV. CONTRACTOR QUALIFICATIONS

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

REST OF PAGE INTENTIONALLY LEFT BLANK

BID PRICE

- A. For items with no space provided in the 'PACKAGING OFFERED, IF ALTERNATE' column on the bid pricing pages, no alternate pack will be accepted. If an alternate pack is offered, the bid response may be deemed not responsive, for the affected location(s) or lot award only.
- B. For items with space provided in the 'PACKAGING OFFERED, IF ALTERNATE' column, bidder may offer an alternate pack; however, if the alternate pack is deemed by the state to provide bidder with a pricing advantage, bid may be deemed not responsive, for the location(s) or lot award only.
- C. All items should be bid on the basis of the unit specified in the price columns.
- D. By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the State or the State's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.
- E. Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.
- F. Product packaging contains recycled material: Yes No (Please circle response), if yes, _____ %
Note: Shall not be included in evaluation

OHIO VETERANS HOME – GEORGETOWN, OH

OAKS ITEM ID NO.	ITEM DESCRIPTION	PACKAGING	PACKING OFFERED, IF ALTERNATE	ESTIMATED ANNUAL USAGE	UNIT PRICE
11222	Milk, Whole, 3.25%	1/2 Pint Cont.		5,200	per 1/2 pt. cont.
11222	Milk, Reduced Fat, 2%	1/2 Pint Cont.		41,600	per 1/2 pt. cont.
11222	Milk, Reduced Fat, 2%	5 Gal. Bulk Dispenser		208	per gal.
11222	Milk, Fat Free, Skim	1/2 Pint Cont.		31,200	per 1/2 pt. cont.
11222	Milk, Fat Free, Skim	1 Gal. Cont.		1,300	per gal.
11222	Milk, Low Fat, 1%, Chocolate	1 Gal. Cont.		275	per gal.
11222	Buttermilk	1/2 Gal. Cont.		144	per 1/2 gal. cont.
11222	Egg Nog	1/2 Gal. Cont.		24	per 1/2 gal. cont.
11222	Half and Half	3/8 oz. Cont.		104	per 3/8 oz. cont.
11222	Cottage Cheese, Low Fat, 1%	5 Lb. Cont.		208	per lb.
11222	Sour Cream	5 Lb. Cont.		104	per lb.

One (1) delivery location, one (1) delivery per week.