

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 | |
| OT906714 | FEBRUARY 14, 2014 | 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. OPI035 | BID NOTICE DATE JANUARY 31, 2014 | 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 | | | |
| PARTICIPATING AGENCY(IES): OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, OHIO PENAL INDUSTRIES, MEAT PROCESSING CAREER CENTER, PICKAWAY CORRECTIONAL INSTITUTION, 11781 STATE ROUTE 762, ORIENT, OH 43146 | | | |
| MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081 | | | |
| THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: | | | |
| MEATLOAF SEASONING MIX | | | |
| <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>03/15/14</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>11/30/16</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 state agency. | | | |
| <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 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.ohio.gov/procure . 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.

SPECIAL CONTRACT TERMS AND CONDITIONS

This is an add-on bid which will become part of Contract OT00908330.

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.

BIDDER REQUIREMENTS: Bidder shall read this Bid carefully in its entirety and shall obtain an complete understanding of the Terms and Conditions for Bidding and Instructions to Bidders, The Standard Contract Terms and Conditions and Supplemental Contract Terms and Conditions all of which are available through the link on the first page of this Bid. Additionally carefully read and understand all provisions of the Special Contract Terms and Conditions and Bid Specifications on Bid pages 3 through 7 below and the Required Certification for Bidding on page #2. These resources contain conditions and specifications which require Bidder compliance vital to this Bid and any ensuing Contract. Failure to comply with or falsification of any of the certifications contained therein shall result disqualification from further consideration of your Bid or in the case of an awarded contract, suspension or termination for cause.

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 ORDER: See Article S-10, Minimum Orders – Transportation Charges of the Supplemental Contract Terms and Conditions. The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid at any one time to one destination, shall not be less than two hundred (\$ 250.00) dollars. In accordance with Article S-10, Minimum Orders – Transportation Charges of the Supplemental Contract Terms and Conditions, orders less than the minimum order amount specified will be shipped F.O.B. Prepaid with actual freight charges added to the invoice. A copy of the freight bill must accompany the invoice. Items will be ordered by the standard package identified on the bid/contract price page #8.

DESCRIPTIVE LITERATURE: Bidder(s) should submit, with the bid response, the manufacturer's specification sheet for the Meatloaf Seasoning Mix offered. The specification sheets shall include a list of all contents along with percentages of each item. 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 or other documents submitted by a Bidder, that may seek to 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 .

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples, if requested will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. 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, DAS will multiply the price(s) offered by the estimated annual usage to determine the lowest responsive and responsible bidder by low lot. .

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible certified Ohio Minority Business Enterprise (MBE) Bidder.

USAGE REPORTS: Every twelve (12) months the contractor must submit a report (written or on disk in Excel format) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. Reports are due by January 31st for the previous year. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walt Schneider, CPPB.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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".

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.fda.gov/food/guidanceregulation/foodfacilityregistration/default.htm>
When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

DISCLOSURE OF FULFILLMENT HOUSES:

Fulfillment Houses are defined as follows: A third party, including the manufacturer, that performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor. Bidders seeking to enter into a materials contract shall disclose the following: (use additional sheets if necessary)

If awarded a contract under this Invitation To Bid, do you intend to use Fulfillment Houses as defined above to fulfill your obligations under any ensuing contract? Yes: No:

If you answered yes above, complete the following information.

a) Principal location of business for the contractor (Name/City/State/Country)

b) Principal location of all Fulfillment Houses (Name/City/State/Country)

c) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

d) Has this Fulfillment House ever been asked to withdraw from a contract with the state of Ohio, either as a Fulfillment House or as a direct contractor to the State? Yes No

e) Has this Fulfillment House ever been asked to withdraw from a contract with another state or government body?
Yes No

The state of Ohio neither approves nor disapproves of any Fulfillment House. However, the State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is complete, correct, true and accurate. The Bidder agrees that no changes will be made to this list of fulfillment houses without amendment to the contract issued subsequent to the analysis of bids. Any attempt by the Bidder/Contractor to change or otherwise alter Fulfillment House locations where services will be performed without prior amendment to the contract, 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.

ALTERNATE BRANDS / SUBSTITUTION OF ITEMS: During the term of any ensuing contract, the awarded contractor(s) may have a need to provide alternate Manufacturer Item(s) other than those originally bid. Prior to the provision of any alternate however, the contractor shall notify and obtain permission of the state of Ohio DAS Office of Procurement Services contract contact indicated on page one of the Contract. DAS may require samples of the alternate or substitute item(s) prior to the approval of any alternate or substitute item(s). Failure to comply shall be considered an instance of contract default and may result in contract suspension or termination.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

EXCEPTIONS: Any exceptions to the specifications or terms and conditions in this bid must be explicitly detailed in the bidder's response. Exceptions will not disqualify a bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal bid responses that meet the overall requirements of the bid and specifications. DAS Procurement Management will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification or term and condition intent or would give the bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent that would necessitate rejection of the bid response.

SPECIFICATIONS

SCOPE

The purpose of this bid is to obtain a contractor to supply Meatloaf Seasoning Mix for the Department of Rehabilitation and Correction, Ohio Penal Industries (OPI) Meat Processing Career Center (MPCC) at Pickaway Correctional Institution, 11781 State Route 762, and Orient, Ohio 43146. Orders for the item listed herein will, typically, be placed three to four times per year totaling the estimated annual usage as listed on the bid price page # 8.

APPLICABLE DOCUMENTS

- A. United States Department of Agriculture (USDA) Commercial Item Description (CID) No. A-A-20001 B, dated April 5, 2010 (or latest revision thereof)
- B. United States Department of Agriculture (USDA) Commercial Item Description (CID) No. A-A-20135C, dated August 20, 2003 (or latest revision thereof)
- C. Institute of Medicine of the National Academies, Food Chemicals Codex, Sixth Edition (or latest revision thereof)

CLASSIFICATION

- A. Item 1. Meatloaf Seasoning Mix, Dry

GENERAL REQUIREMENTS

- A. Meatloaf seasoning mix shall be comprised of blends of ground, whole, crushed, chopped, minced cut, and/or flaked spices and shall be free flowing and granular, with an aroma and flavor characteristic of the product.
- B. All spices provided in meatloaf seasoning mix shall be of a quality that meets the salient characteristics of USDA CID No. A-A-20001 B. The spices shall conform to the manufacturer's own specifications, standards, and quality assurance practices and be the same spices offered for sale in the commercial market. The state of Ohio may require proof of conformance at the expense of the contractor.
- C. Meatloaf seasoning mix shall be thoroughly blended.
- D. The meatloaf seasoning mix provided shall comply with all applicable federal, state, and local mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sale of spices and seasoning mixes within the commercial marketplace.

PACKAGING AND LABELING

- A. Meatloaf seasoning mix furnished to the state as a result of the award of this bid/contract shall be packaged and labeled in accordance with the best industry practices and shall meet all state and federal regulations for such products, including all labeling requirements and shall be properly marked as to contents, including warning statements, if applicable.
- B. Meatloaf seasoning mix shall be provided in bags containing the proper amount of mix to process a 1500 lb. batch of meat. Bags shall weigh twenty five (25) or fifty (50) lbs. Bags shall be securely closed by sealing, tying, taping or gluing. No metal crimps/staples are permitted.

SPECIFICATIONS (CONT'D)

- C. Meatloaf seasoning mix furnished shall be packaged in such a manner as to protect contents from deterioration, to prevent loss or damage, and to facilitate handling of the product.
- D. Meatloaf seasoning mix packaging shall be tamper-evident. Any evidence of defects which may impair serviceability shall be cause for rejection.
- E. Shelf Life: Minimum one (1) year.

DELIVERY

- A. All shipments are to be palletized. Contractors shall furnish meatloaf seasoning mix palletized on 40" x 48" 4-way pallets. Pallets shall be wrapped with stretch or shrink plastic. Pallets shall not exceed two thousand five hundred (2,500) lbs.
- B. Deliveries will be received Monday through Friday, excluding state holidays. Delivery hours shall be 7:30 a.m. to 2:30 p.m. A delivery appointment is not necessary.

NOTES

- A. 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.

DETAILED SPECIFICATIONS

Meatloaf Seasoning Mix shall be composed of the following ingredients within the specified percentage ranges.

| <u>Ingredient</u> | <u>Percentage</u> |
|--------------------------------|-------------------|
| Dextrose | 20% - 30% |
| Enriched Wheat Flour | 15% - 30% |
| Onion, Chopped | 10% - 20% |
| Corn Syrup Solids | 10% - 20% |
| Salt | 10% - 20% |
| Bell Pepper, Minced or Chopped | 5% - 10% |
| Garlic | 5% - 10% |
| Celery | 1% - 5% |
| Black Pepper | 1% - 5% |

For use with the following formulation:

| | |
|----------------|----------------------------------|
| 1,100 Lbs. | Beef and Trimmings |
| 400 Lbs. | Ground Turkey |
| 100 Lbs. | Textured Vegetable (soy) Protein |
| 200 Lbs. | Water |
| 150 – 155 Lbs. | Meatloaf Seasoning Mix |

BID/CONTRACT PRICE PAGE

BIDDING INSTRUCTIONS: Bidders shall follow the guidelines below for bidding.

1. All bids shall be in U.S. Dollars (\$USD).
2. All bids shall be in the Unit of Measure (UoM) specified for individual items on the Bid Price Page(s).
3. Bidders shall not enter bids with more than three spaces behind the decimal point. DAS will drop all digits more than three spaces behind the decimal point.

| Bid Item # | UNSPSC Number | Description | Unit of Measure (UoM) | Estimated Annual Usage (Lbs.) | Package Weight (Lbs.) (1) | Manufacturer | Manufacturer's Item # | Price Per UoM (\$USD) |
|------------|---------------|------------------------------|-----------------------|-------------------------------|---------------------------|--------------|-----------------------|-----------------------|
| 1. | 50170000 | Meat Loaf Seasoning Mix, Dry | Pounds | 50,000 | | | | |

(1) Bidder shall enter package weight

Bidders are requested to complete the following:

ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS (Y/N) _____. IF SO _____%.

The foregoing will not be a part of the bid specification.