

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 OT905511	OPENING DATE (1:00 p.m.) JANUARY 21, 2011	STREET ADDRESS <input type="checkbox"/> 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. LDC013L	BID NOTICE DATE JANUARY 7, 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) <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): Institutions for the Departments of Mental Retardation and Developmental Disabilities, Rehabilitation and Correction, and Youth Services, Ohio Veterans Homes, Ohio State School for the Blind, Ohio School for the Deaf, and the Adjutant General of Ohio			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>FOOD ITEMS NOT AVAILABLE FROM CENTRAL WAREHOUSE OR STATE TERM CONTRACT</p> <p>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 <u>03/01/11</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>02/28/14</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.</p> <p>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.</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>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.</p>			
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"]

- 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)
- 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)
- 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):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - 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/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-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>

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

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- 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.

SPECIAL TERMS AND CONDITIONS

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 seven (7) 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 or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples 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 ten (10) 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.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than three hundred (\$300.00) dollars per order.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will determine the lowest responsive and responsible bidder by low lot total in accordance with paragraph VI.C.1.

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Dammeyer, CPPB. See paragraph IV.E.

PARTICIPATING AGENCIES: The state of Ohio reserves the right to add or delete participating agencies/institutions during the term of any contract issued pursuant to this Invitation to Bid.

SPECIAL TERMS AND CONDITIONS (cont.)

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.

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.

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.

SPECIFICATION

I. SCOPE

The state of Ohio is seeking a contractor to provide and distribute miscellaneous food products to state institutions (see institution list—Appendix C) within the state of Ohio. Most of the state's institutional food requirements are currently met through food distribution by the Department of Mental Health, Central Warehouse and by state term contracts. The intent of any contract issued pursuant to this Invitation to Bid is to complement current procurement methods by improving the availability of products and reducing delays in obtaining same. Any item available from The Department of Mental Health, Central Warehouse or from another state term contract shall not be purchased under any contract issued pursuant to this Invitation to Bid. The term of any contract issued pursuant to this Invitation to Bid shall be for a period of three (3) years, from March 1, 2011 through February 28, 2014.

II. REQUIREMENTS

A. Products

1. Quality

- a. Products provided shall meet or exceed United States Department of Agriculture (USDA), state, and industry standards and requirements with respect to conformance to standards in respect to, but not limited to, weights, measures, fill of container, drained weights, contamination, and condition upon delivery and shall be the same as furnished to the general trade.
- b. Products provided shall be not less than Grade B when product grades or standards exist.
- c. Products provided shall meet commercial standards when there is no grade or standard.
- d. All frozen processed food products which contain meat, poultry or significant proportion of eggs, shall be processed or prepared in plants operated under the supervision of the USDA. The product will be inspected and approved in accordance with the regulations of the USDA governing meat, poultry or egg inspection. A label or seal, affixed to the container, indicating compliance with these regulations will be accepted as evidence of compliance. The product must bear a label complying with the Federal Food, Drug and Cosmetic Act which requires that all ingredients be listed according to the order of their predominance.
- e. All frozen products which contain fish or fish products shall be processed or prepared in plants under the supervision of the United States Department of Commerce (USDC). The products listed in the USDC, [National Oceanic and Atmospheric Administration \(NOAA\) Seafood Inspection Program](#) – publication titled, ["USDC Participants List for Firms, Facilities, and Products"](#) are processed in plants under federal inspection of the National Marine Fisheries Service. National Oceanic and Atmospheric Administration, USDC. The inspected products packed under various labels bearing the brand names are produced in accordance with current U.S. Grade standards or official product specifications, packed under optimum hygienic conditions, and must meet federal, state, and city sanitation and health requirements. Such brand label or USDC seal, affixed to a container, indicating compliance with USDC regulations will be accepted as evidence of compliance. In lieu thereof, the shipment may be lot inspected by the USDC and containers stamped to indicate acceptance or a Certification of Inspection issued to accompany the shipment. The product must bear a label complying with the Federal Food, Drug and Cosmetic Act, which requires that all ingredients be listed according to the order of their predominance.
- f. Producers of frozen bakery product, which are shipped in interstate commerce, are required to comply with the Federal Food, Drug and Cosmetic Act. Therefore, it must be verified that the product, in fact was shipped interstate or that the producer ships products to other purchasers interstate. In addition, the product must bear a label complying with the Act, which requires that all ingredients be listed according to the order of the predominance.

SPECIFICATION (cont)

- g. Canned Goods: All cases and cans must be in good condition at time of delivery and shall, under proper storage conditions, have a shelf life of at least six (6) months. Rusted and dented cans will not be accepted. Cans must bear an approved label on the side display panel as approved by the federal Food and Drug Administration, rules and regulations under the federal Food, Drug and Cosmetic Act, and the Fair Packaging and Labeling Act. Cans labeled on the ends only are not acceptable. All items delivered must be of the latest season's pack.
- h. 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 Meat Inspection Act, the Poultry Products Act, or 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.
- i. Products provided shall have a freshness parameter that allows facilities sufficient time for consumption prior to deterioration.
- j. The maximum time meat products may be held in a frozen state prior to delivery shall be as follows:
1. Fresh Frozen Meat (except ground and diced meat): Ninety (90) days
 2. Ground and Diced Meat: Forty-five (45) days
 3. Cured and Processed Meat: Forty-five (45) days
2. Preservation, Packaging, and Packing: Unless otherwise specified, preservation, packaging, and packing shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions, handling, etc., and shall conform to normal commercial practices and applicable carrier rules and regulations involving shipment from the contractor to the institution for storage. Shipping containers shall be in compliance with National Motor Freight Classification and Uniform Freight Classification (issue in effect at time of shipment).
3. Product Acceptability: If an institution rejects a product due to damage, unacceptable substitution, unacceptable quality (poor quality, taste, color, etc.), outdated product, etc., the issue shall be resolved within seventy-two (72) hours of notice by the receiving institutions to the contractor. If the problem cannot be resolved within seventy-two (72) hours, either the institution or the contractor may appeal to the Office of Procurement Services, whose decision shall be final.
- The contractor shall accept returns for replacement or credit, as determined by the institution, under the following conditions:
- Products shipped in error (incorrect item or quantity)
 - Products with visible or concealed damage
 - Products recalled
 - Products of unacceptable quality
4. Verification of Quality/Sampling: Institutions have the right to request verification that the specifications and grades for products are being met by the contractor.
5. Samples and Testing: The state reserves the right to request samples from the contractor at no charge and to have tested any product purchased by the state in order to determine whether the product is acceptable and meets specifications and grades.

SPECIFICATION (cont)

6. Recall Notification: In the event of a product recall, the contractor shall provide written notification to the Office of Procurement Services and each institution as soon as possible. The notices shall include, at a minimum, a complete product description, contract and delivery order number, reason for the recall, and disposition instructions. The contractor shall provide product replacement or credit for any product removed or recalled. Each institution shall have the option of either accepting replacement product or receiving credit for product removed/recalled.

B. Ordering Procedure

1. The contractor shall provide an electronic ordering system in accordance with paragraph IV.D.
2. The contractor shall accept electronically transmitted and facsimile orders.
3. Contractor shall provide acknowledgement of electronic order within two (2) hours; orders transmitted via facsimile shall be acknowledged within twenty-four (24) hours.
4. Order changes shall be submitted by the institution no later than forty-eight (48) hours prior to scheduled delivery.
5. If an order requires clarification, it is the contractor's responsibility to contact the institution for resolution prior to delivery.
6. Out of Stock/Not Available Product: Contractor shall not substitute product or packaging without the agreement of the ordering institution. Contractor shall notify the ordering institution of unavailable product as soon as practical after receipt of order, but in no event later than the day before delivery. Suitable substitutions shall be made with the consent of the institution. Such substitutions shall be of the same grade, quality, etc.
7. Restocking Fee: If an institution orders an item in error, the contractor shall make allowance for return and credit, less any applicable restocking fee.
8. Surcharge: Should the contractor impose a surcharge for a relatively small number of slow-moving items (due to item being stored offsite from the distribution facility), such items shall be flagged in the ordering system so that the user is aware of the surcharge at the time of order placement.

C. Delivery

1. Contractor shall make inside dock delivery to any state institution located within the state of Ohio.
2. Delivery shall be F.O.B. destination, freight prepaid.
3. Contractor shall have capacity to deliver within seven (7) days ARO.
4. Deliveries shall be made during normal business hours, Monday through Friday, with the exception of state holidays, or as mutually agreed.
5. Delivery appointment is required.
6. Contractor may experience delays during delivery due to security issues caused by, but not limited to, vehicle being processed into institution grounds, inmate count, lockdown, or adverse weather, including fog.
7. Stacking/Shrink Wrapping: Stacked product shall be adequately strapped or shrink wrapped to prevent tipping and other movements during shipping so as to prevent damage, to ensure prompt unloading, to avoid the necessity of restacking, etc.

SPECIFICATION (cont)

8. Palletization: Deliveries shall be palletized, if requested by the institution. If palletization is requested, contractor shall furnish product palletized on 40" x 48" 4-way (GMA) pallets. Pallets shall not exceed two thousand five hundred (2,500) lbs. Contractor shall remove pallets from institution(s) during the next scheduled delivery.
 9. Contractor shall use appropriate vehicles to accommodate institution limitations.
 10. Product integrity, wholesomeness, safety, fitness, etc. shall be preserved by maintaining proper temperature during delivery using proper vehicle.
 - a. Items requiring protection from heat shall be shipped and stored at a temperature below 50° degrees Fahrenheit.
 - b. Refrigerated items shall be transported in a vehicle pre-cooled to a minimum temperature of 35° degrees Fahrenheit and a maximum temperature of 40° degrees Fahrenheit. Vehicle shall be capable of maintaining temperature within specified range to destination(s).
 - c. Frozen items shall be transported in a vehicle pre-cooled to 10° degrees Fahrenheit or lower prior to loading and capable of maintain 0° degrees Fahrenheit or lower to destination. Product should be loaded in vehicle as promptly as possible to minimize product temperature rise. At destination, product shall be hard frozen with no signs of defrosting and temperature of product shall not be above 0° degrees Fahrenheit.
 - d. Vehicles used for mixed loads of frozen and refrigerated product will be required to be pre-cooled or preheated to a minimum of 35° degrees Fahrenheit and a maximum of 40° degrees Fahrenheit and shall be capable of maintaining the chilled portion of the load temperature within that range to destination(s). The frozen product in the load shall be completely segregated by effective measures which will prevent damage to the other products in the load by installing effective insulating barrier(s) at time of loading.
 11. Receiving Procedure: At time of delivery, items shall be checked against the invoice by institution personnel and the contractor's driver. Corrective action, e.g. replacement of missing or damaged product, shall be provided within seventy-two (72) hours.
- D. Emergency Service: The state may require, on occasion, emergency service for delivery or for institution pickup of products. The contractor's distribution center shall be located within the state of Ohio. Contractor shall have staff or an emergency contact available on a twenty-four (24) hour basis.

III. CONTRACTOR QUALIFICATIONS

- A. Bidder shall be a full line institutional food distributor and maintain a business establishment with adequate inventories of complete product lines as identified and contained in all product categories listed herein.
- B. Bidder shall maintain a full operation warehouse/distribution center and must be capable of processing and shipping large numbers of orders to various locations.
- C. Distribution center shall meet all FDA, USDA, Ohio Department of Health, and American Bakers Association requirements.
- D. Distribution center shall be maintained in a sanitary condition with effective insect and pest controls.
- E. Distribution center shall have a freezer with storage temperature of 0° degrees Fahrenheit with a quality control program designed to maximize product quality.
- F. Bidder shall have and maintain a fleet of vehicles with the capacity to meet the delivery requirements specified herein.

SPECIFICATION (cont)

- G. Bidder must have a Quality Assurance Program with procedures to monitor on a continuous basis the quality of products being provided. Shall include a method of monitoring, identifying, and correcting deficiencies in the quality of products furnished to the state.
- H. Bidder shall have a computer system (hardware, software, programming, staff, etc.) capable of supporting the contract. Also, branches/warehouses/distribution centers/etc., shall have fully compatible software and inventory system.
- I. Bidder shall have suitable equipment and staff to accept orders and send information electronically and by facsimile.
- J. Bidder shall have the ability to furnish software at no additional charge to institutions to enable electronic data interchange for the transmission of orders, pricing, etc. and to provide necessary training in use of same. The software should have the capability of blocking non-available items, such as those on mandatory state contracts. The contractor should have the ability to override the blocking with the approval of the analyst or their designee.
- K. Fill Rate: Bidder shall have maintained a 97% or better fill rate for the past twelve (12) months for large customers. The fill rate shall be calculated on an on-time, per order basis as follows:

The number of cases accepted divided by the number of cases ordered multiplied by 100 shall determine the fill rate percentage.

Definitions

- 1. Cases accepted shall be product the customer received with the exception of damaged cases, mis-picks and/or product substitutions
- 2. Cases ordered shall be product requested by the customer.

Calculation of the fill rate shall not include rejected product, damaged cases, mis-picks and/or product substitutions. No other method of fill rate calculation shall be accepted.

IV. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide products to the state of Ohio under the specifications, terms, and conditions specified herein.
- B. Contractor's Contact: The contractor shall designate a contact who shall serve as a liaison between contractor and institutions, be responsible for operation and administration of the contract, be responsible for reports/audit documentation, and who must respond to the Office of Procurement Services and institutions in a timely manner.
- C. Contractor shall provide the following customer support to institutions:
 - 1. Telephone customer service representatives available during normal business hours (9:00 a.m. to 5:00 p.m.) to assist with routine issues related to ordering, shipment, and billing.
 - 2. Field service representatives, if necessary, to resolve issues
 - 3. Emergency Service, as specified herein
- D. Ordering System: Institutions capable of electronic data interchange, as well as the Office of Procurement Services, shall be provided software by the contractor at no charge. The software provided under the contract shall be capable of allowing institution personnel to place orders and, at a minimum, to review:
 - 1. Contractor's product line with item descriptions
 - 2. Current prices
 - 3. Product packer/processor and brand name
 - 4. Product nutrition information

SPECIFICATION (cont)

The ordering system shall also have an area for entry of the state term contract number on all orders placed under any contract issued pursuant to this bid. The software shall remain the property of the contractor. The contractor shall be responsible for installation, maintenance, and/or replacement of software. The contractor must provide training in use of the software to each using institution. The contractor shall be responsible for removing software for each institution at the expiration or termination of the contract. The contractor shall not be responsible for any costs incurred from any repairs or neglect caused by the state, such as improper application, alteration or by external factors such as air conditioning and humidity control deficiencies. No institution with contractor's online ordering system shall be without a functioning ordering system for more than three (3) working days. Contractor shall provide online ordering system to institutions requesting same within thirty (30) days of request.

- E. Usage Reports: The contractor shall provide four (4) reports to the Office of Procurement Services on a quarterly basis.
1. Aggregate Total: Total sales (cumulative to date) for the contract (all sites) by value (not a breakdown by site) for the applicable quarter.
 2. By Descending Value: A descending listing by total spend for each item product purchased for the applicable quarter.
 3. By Item: Sales for each item/product listing showing quantity and total spent for the applicable quarter.
 4. By Location: Individual listing of total dollar spend and line items purchased, by institution / customer, in descending value for the applicable quarter.

Reports shall include only items purchased by the state under any term contract issued pursuant to this bid. Items purchased under another term contract or under any institution's direct purchasing authority shall not be included.

- F. Contractor shall not misrepresent the scope of this contract to institutions. Violation of this specification shall be grounds for contract termination.
- G. Items available from Central Warehouse or from another state term contract shall not be ordered under any contract issued pursuant to this Invitation to Bid with the exception of the circumstances described in paragraph V.D.

V. INSTITUTION RESPONSIBILITIES

- A. Institutions shall contact the contractor and request software installation/log on/password/training and/or Price Guide.
- B. Institutions shall place orders in accordance with specifications contained herein.
- C. Institutions shall following receiving practices specified herein and shall store products under proper conditions so as to maximize quality and shelf life.
- D. Institutions shall not order items under this contract that are available from Central Warehouse or another state term contract without the written consent of the Office of Procurement Services. In the event the Office of Procurement Services consents to such a request, the Contractor will be notified by the analyst.

VI. PRICING

- A. Delivered Price: The delivered price of all items purchased under any contract issued pursuant to this bid shall consist of two (2) separate components: cost and markup.
1. Cost: The cost shall be the supplier's delivered selling price to the contractor. If the supplier's price is other than F.O.B. destination, freight prepaid, the actual transportation costs to the contractor's warehouse that directly serves institutions shall be included. Actual transportation costs must reflect internal charges (e.g. back hauling or internal freight management) or external charges (e.g. outside freight company). Cost shall be determined without deviated pricing. For the purpose of bid evaluation, deviated pricing shall be defined as special prices or allowances (different from bidder's standard commercial method of pricing) provided by a manufacturer/packer/processor to a distributor for specific customers/customer groups. Failure to bid without deviated pricing will deem your bid not responsive. Rebates are not allowed in the bid evaluation but shall be passed on to the State during the contract period.

SPECIFICATION (cont)

2. Markup: The markup shall be a firm, fixed distribution factor offered as a percentage of the product cost which represents all elements of the delivered price to the state other than the supplier cost to the bidder / contractor. The markup shall include, but is not limited to, the contractor's projected general and administrative overhead, packaging costs, transportation costs from the contractor's distribution center to the ordering institutions; any other projected expense associated with the contractor's function, and anticipated profit. The distribution price shall be a fixed percentage markup for all items within a product category (see following example). The percentage markup shall not increase during the term of the contract. A decrease on the percentage of markup is permitted at any time during the contract.

Example: Product Cost = \$10.00
 Markup = 5%
 Delivered Price = \$10.00 x 1.05 = \$10.50

3. The price to be charged to institutions shall be the price in effect on the date of order placement.
4. All institutions shall be charged the same price for a product.
5. The price on the ordering system shall be the final price (cost plus markup).

B. Price Changes

1. Method of Cost Determination: Contractor shall utilize their standard commercial method of determining product cost (e.g. last invoice, average monthly invoice, etc.) and such shall be the basis for determining either the next week's or month's pricing. The same method of determining product cost shall be utilized throughout the contract period.
2. Pricing shall be firm for meat, poultry, fish, dairy products, oil products, produce, and cheese for a period of seven (7) days. For all other items, pricing shall be firm for a period of thirty (30) days.
 - a. The effective date of price changes for meat, poultry, fish, dairy products, oil products, produce, and cheese shall be Monday of the following week.
 - b. The effective date of price changes for products eligible for monthly price changes shall be the first Monday of the following month.
3. Adjustments made to the product prices shall only reflect changes in the supplier's prices which have taken effect during the previous week or month, as applicable, and shall not reflect notices of future price adjustments.
4. Contractor shall maintain documentation to support actual price changes and the contractor shall not be entitled to any price increase that is not support by documentation. The documentation must be made available to the state upon request.

SPECIFICATION (cont)

C. Product Categories: For the purpose of pricing, all items purchased under this contract will be assigned to one of the product categories listed below. Contractors shall offer a markup for each product category. The markup shall be expressed as a percentage.

1. Structure/Evaluation: For purpose of bid evaluation and ranking of bids, there are products listed for each category on the bid pricing pages for which the bidder shall show cost and category markup. For purpose of bid evaluation, the bidder shall use the cost effective for the week beginning December 6, 2010.

During the evaluation, the state shall calculate the percentage markup and add it to the cost to obtain the delivered unit price. The delivered unit price shall be multiplied by the estimated quantity to obtain a line item total. Line item totals within each category shall be added to obtain a lot total for the product category. The lot totals for all product categories shall be added to obtain a grand total.

The state reserves the right to consider slightly different pack sizes on a prorated basis. However, the state will not prorate portion sizes (i.e. if a 4 oz. portion is listed and a 5 oz. portion is offered, no prorating will occur). If a smaller portion size is offered, the product offered will be deemed not responsive (i.e. if a 4 oz. portion is listed and a 3 oz. portion is offered, the product offered will be deemed not responsive). Bidder shall quote on all items listed on the pricing pages. A bid may be considered not responsive if costs are not provided for all items. The state reserves the right to delete any item from any category during evaluation. In the event an item is deleted, evaluation will be made based on the remaining items. Although estimated usages are based on prior years sales reports, products and quantities listed on the pricing pages are utilized solely for the purpose of bid evaluation and do not denote actual products/quantities to be purchased during the term of any contract issued pursuant to this bid.

2. Documentation: Documentation of costs for the time period specified herein (legible copies of supplier invoices and bills of lading) should be submitted with the bid response for each item listed in the pricing pages. The invoices should include, but shall not be limited to, the following information: supplier company name, bidder company name, invoice number, invoice date, delivery date, item description, quantity, and price. The product cost documents should be organized so as to be in the same order as listed in the pricing pages and it should be apparent which invoices apply to each item. If shipping costs are listed separately on a bill of lading and the charges including shipping of products from another supplier's invoice, bidder should provide copies of other invoices applicable to the bill of lading in question and demonstrate allocation of shipping charge applicable to the item in the bid pricing pages. If bidder is not using the "latest invoice" method of determining cost, all information pertinent to verifying cost should be included with documentation.

Should bidder, due to confidentiality issues, prefer to not submit copies of actual invoices with the bid response, the bidder may instead provide invoice information on their company letterhead with the bid response. Each invoice should be addressed on a separate letterhead document and should include, at a minimum, the invoice information listed above. The letterhead documents should be arranged in the order specified above (the same as if bidder was submitting actual invoices). In the event bidder submits letterhead documents in lieu of actual invoices, the bidder shall, at the state's request, make available the original documents for review/verification by personnel from the Office of Procurement Services. The invoices shall be made available for review within three (3) business days of verbal request. The invoices shall be reviewed at bidder's office located within the state of Ohio.

D. Contract Audits and Retention of Records

1. It is anticipated that cost audits may be performed by the state during the term of any contract issued pursuant to this bid. Cost documents of approximately twenty (20) products may be requested for auditing and verification. Contractor shall provide invoices necessary for audit within fourteen (14) calendar days of request, either sent to the Office of Procurement Services or made available for review at contractor's facility within the state of Ohio. Failure to comply with the document request maybe the basis to terminate the contract or initiate other appropriate action. The number of products involved and the frequency of requests may be modified, at the state's discretion.
2. The state reserves the right to verify costs by contracting the contractor's suppliers and shippers. Failure on the part of the contractor's suppliers and/or shippers to provide the requested information within fourteen (14) calendar days of request may be the basis to terminate the contract, direct the contractor to use another supplier, or initiate other appropriate action. An example of a two (2) page letter which may be used to request supplier/shipper verification of costs, etc. is shown as Appendix B to the bid.

SPECIFICATION (Cont'd)

3. Record Retention: The contractor shall establish and maintain an audit trail for the verification of all prices for a period of three (3) years after final payment under any contract issued pursuant to this bid. The audit trail must document the basis upon which contract pricing is determined and document the basis for subsequent price changes. This should include, but is not limited to, all data pertaining to the distribution prices by category, and actual transportation costs. The state reserves the right to examine and audit all of the contractor's books, records, documents, and other data, regardless of form or type.

VII. MANDATORY BID EVALUATION DOCUMENTATION REQUIREMENTS

The following documents/information should be submitted with the bid response in a binder, tabbed in the order as follows. All information should be provided in a clear, concise, and unambiguous manner. If any information is overlooked by the bidder or if additional information is required, the state reserves the right to request it during the evaluation period, with the exceptions of the bid price pages (page 15- 19) which must be provided with the bid response. If the bidder receives a verbal request for information during the evaluation period, the bidder shall have three (3) business days in which to provide information requested. Failure to provide specified documentation during the time period specified during the evaluation may deem your bid not responsive.

- A. Signed bid document and pricing pages
- B. Copies of invoices/invoice information demonstrating cost for all items on pricing pages (item and delivery cost from supplier to bidder) as specified in Section VI.C.2.
- C. Explanation of bidder's Purchasing System/Accounting System. Bidder shall address the following issues:
 1. Description of bidder's standard commercial method of determining cost (last invoice, average monthly invoice, etc.).
 2. Description of how bidder will ensure that prices charged to the state are established in accordance with the pricing method described above.
 3. Description of how bidder will ensure that prices input into bidder's electronic ordering system are correct.
 4. Description of how bidder will establish an audit trail to comply with the requirements of Section VI.D.
 5. Description of how bidder's purchasing system controls and minimizes adjustments to product prices and ensures that prices are the best available and how bidder takes advantage of any volume purchasing discounts. Include the purchasing methods utilized to determine the manufacturer of bidder's private label products.
 6. Describe the qualifications and experience of bidder's purchasing personnel and the type of training required and/or provided.
 7. Describe how bidder ensures that effective procedures for controlling transportation costs are in place and are followed.
 8. Describe bidder's procedure for forecasting bidder's future inventory requirements (e.g. economic order quantities).
- D. Evidence of physical plant capacity. Bidder shall provide, at the minimum, the following information in regard to the distribution center that will be serving state institutions under any contract issued pursuant to this bid:
 1. Square footage of current warehouse space
 2. Square footage of current freezer space
 3. Number of items currently carried in inventory
 4. Dollar value of current inventory
 5. Weekly productivity (cases pulled)
- E. Narrative of customer service procedure/policy.
- F. Narrative of order system/procedure.

SPECIFICATION (Cont'd)

- G. Narrative of Quality Assurance program. Bidder shall describe, in detail, their inventory control procedures. Issues addressed shall include:
1. How bidder will ensure that orders delivered to institutions will:
 - a. Include the items ordered
 - b. Be in the correct quantity
 - c. Have applicable shelf life dating
 - d. Be free of damage
 - e. Be delivered at appropriate temperatures and under sanitary conditions
 2. Explanation of the type of automated and/or manual system utilized for tracking inventory
 3. Bidder's average annual inventory turnover rate, excluding produce.
 4. Bidder's inventory rotation method.
 5. A description of bidder's product inspection procedures to ensure the quality of products, including how bidder ensures that products received from suppliers meet or exceed industry standards, are received at appropriate temperatures, and are free of damage.
 6. A description of bidder's warehouse storage procedures, including a discussion of product segregation procedures, sanitation procedures, warehouse inspection procedures, and temperature control procedures.
- H. Bidder shall provide three (3) customer references. Bidders shall provide, at the minimum, the information requested in the Bidders Reference Form found in Appendix A.
- References provided shall be for accounts to whom services were provided in the past twelve (12) months. The references should be able to substantiate the bidder's ability to meet the requirements of this bid to the state's satisfaction. References shall be available for verification during normal business hours (9:00 a.m. to 5:00 p.m.). Information requested may include verification of information supplied by bidder, effectiveness of bidder's personnel, and bidder's contract performance.
- I. The bidder must provide documentation that a 97% or better fill rate has been maintained for the past twelve (12) months for large customers. The state reserves the right to request monthly documentation of Bidder's / Contractor's fill rate.
- J. The following emergency information shall be provided: contact person, telephone number, additional charge, and any other conditions applicable.
- K. If requested during evaluation, bidder shall submit a list of vehicles and a description of how delivery schedules will be implemented to illustrate the bidder's ability to make deliveries to all facilities in an efficient and timely manner and in accordance with the requirements specified herein.
- L. If requested, bidder must agree to conduct a site visit of its facility and provide an oral presentation for the state.
- M. Bidder shall provide documentation of bidder's financial condition in accordance with Ohio Revised Code Section 9.312(A). Such evidence may include, but is not limited to:
1. Balance sheets and revenue statements for the bidder's two (2) most recent fiscal years;
 2. Statement of income and related earnings;
 3. Statement of changes in financial position;
 4. Letter from bidder's banking institution;
 5. Statement from certified public accounting firm.

If bidder is a subsidiary of a larger corporate entity, such evidence must break out the subsidiary data.

If the information submitted by the bidder is insufficient to satisfy the state as to the bidder's contractual responsibility, the state may request additional information or reject the bid. The state's determination of the bidder's responsibility, for the purposes of this Invitation to Bid, shall be final.

BID PRICE

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 evaluation and any subsequent order.

OAKS Item ID	Produce Category	Percentage Markup
8866	Category I: Dry Grocery (canned, boxed – ambient products)	%
4285	Category II: Frozen Foods (entrees, fruits, vegetables, juices, etc.)	%
8924	Category III: Meats, Poultry, and Seafood (fresh, frozen, and precooked)	%
4286	Category IV: Refrigerated Foods (includes dairy and produce)	%

*Discount to be given for use of payment card: _____% or \$_____

*Discount to be given for pickup of order by institution: _____% or \$_____

*Restocking Fee for items ordered in error by institution: _____% or \$_____

*Surcharge for Slow-Moving Items: \$_____ per case

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

* Shall not be included in evaluation

NOTE TO USING AGENCIES: Items outside the scope of this contract (non-food items) shall not be purchased utilizing this term contract.

BID PRICE

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 evaluation and any subsequent order.

ITEM COST (Bid evaluation purposes only) (Cost is defined in paragraph VI.A.1.)

Bidders Stock Number	Estimated Annual Usage (Cases)	Description	Case Pack	Bidder's COST (NOT PRICE)
Category I – Dry Goods (Shelf Stable)				
	1206	Tuna, Light, Chunk Style, in Water, Canned	6/66.5 oz. cans per case	\$ _____ cs.
	919	Resource® Dairy Thick by Nestle (formerly Novartis) #23211000, Vanilla flavor, Nectar consistency	27/8 fl. oz. briks per case	\$ _____ cs.
	577	Juice, Orange, 100%, Aseptic package, non-refrigerated storage, pasteurized, no preservatives or artificial flavors, 100% USRDA of Vitamin C	96/4 fl. oz. per case	\$ _____ cs.
	582	Pears, Bartlett, Diced, in Juice, Canned, Grade A	6/#10 cans per case	\$ _____ cs.
	476	Peanut Butter, Smooth	6/5 lb. tubs per case	\$ _____ cs.
	156	Thickener, Gel for foods and beverages, Simplythick® #01004, nectar consistency	80/120 gram packets per case	\$ _____ cs.
	715	Potato Chips, Plain, Lay's, single serve bag	104/1 oz. bags per case	\$ _____ cs.
	592	Juice, Vegetable, Low Sodium, Campbell's® V-8	48/5.5 fl. oz. cans	\$ _____ cs.
	178	Thickener, Gel for foods and beverages, Simplythick® #02004, honey consistency	40/240 gram packets per case	\$ _____ cs.
	190	Resource® Thickenup by Nestle (formerly Novartis) #22530000, instant thickener for hot or cold foods and beverages, unflavored	1/25 lb. box	\$ _____ cs.
	435	Peaches, Yellow Cling, Peeled and Sliced, in Light Syrup, Canned, Grade B	6/#10 cans per case	\$ _____ cs.
	573	Beans, Green, Cut, approximately 1 to 1.5 inches in length, sieve size 4, Grade A	6/#10 cans per case	\$ _____ cs.

BID PRICE

Bidders Stock Number	Estimated Annual Usage (Cases)	Description	Case Pack	Bidder's COST (NOT PRICE)
Category II – Frozen Foods				
	750	Eggs, Boil-in-Bag, Frozen, pasteurized whole eggs with citric acid, 40 whole eggs per 5 lb. bag	6/5 lb. bags per case	\$_____cs.
	401	Kosher Dinners, Prepared, Assorted, Frozen, Cuisine Innovations #55100 (One [1] each of boiled chicken, roast chicken, roast turkey, Salisbury steak, pot roast and filet of sole)	6/13 oz. dinners per case	\$_____cs.
	304	Pie, Southern Pecan, 10", Prebaked, Frozen, Chef Pierre/Sara Lee #09273	6 per case	\$_____cs.
	446	Vegetables, Mixed, Frozen, Grade B (sweet peas, diced carrots, whole kernel corn, cut green beans and baby lima beans)	1/30 lbs. per case	\$_____cs.
	318	Macaroni and Cheese Entrée, Frozen, made with natural sharp Cheddar cheese	6/5 lbs. trays per case	\$_____cs.
	226	Breakfast Pizza, Sausage, Pan Mate, Frozen, Tony's® #63904, CN labeled	128/3.2 oz. per case	\$_____cs.
	260	Meatloaf, Fully Cooked, Glazed, Sliced, Frozen, made with ground beef, onions, green bell peppers, seasonings, bread crumbs and ketchup, with a ketchup glaze, charbroiled and sliced	30/6 oz. slices per 11.25 lb. case	\$_____cs.
	205	Pierogies, Potato and Cheddar, Frozen, Giorgio #2363, approximately 288/1.4 oz. per bag	4/6.5 lb. bags per case	\$_____cs.
	357	Vegetables, Mixed, Frozen, (sweet peas, diced carrots, whole kernel cut corn, cut green beans and baby lima beans)	12/2.5 lb. bags per case	\$_____cs.
	359	Carrots, Sliced, Individually Quick Frozen (IQF), medium	1/30 lb. bag per case	\$_____cs.
	301	Broccoli, Florets, Frozen	12/2.5 lb. bags per case	\$_____cs.

BID PRICE

Bidders Stock Number	Estimated Annual Usage (Cases)	Description	Case Pack	Bidder's COST (NOT PRICE)
Category III: Meat, Poultry and Seafood, Refrigerated and Frozen				
	660	Beef, Ground, Bulk, Frozen, 80% lean	3/10 lb. tubes per case	\$_____cs.
	223	Tilapia, Fillets, Skinless, Deboned, Trimmed, Individually Quick Frozen (IQF)	40/4 oz. servings per 10 lb. case	\$_____cs.
	655	Beef, Cubes, Chopped and Formed, Individually Quick Frozen (IQF), 90% lean, approximately 3/4" x 3/4" x 3/4" cubes	1/10 lb. bag per case	\$_____cs.
	249 CS (4850 lb)	Beef, Top Round, Split Inside, Special Trimmed (tunnel vein removed), Oven Cooked Medium, Refrigerated, Ready-to Use, USDA Choice	2/9.5 lb. pieces per case	\$_____cs.
	13	Beef, Ground, Patties, Individually Quick Frozen (IQF), 80% lean, Home Style Shape,	60/4 oz. patties per bag, 1/15 lb. bag per case	\$_____cs.
	47	Beef, Cubes, Diced, Stew Meat, Individually Quick Frozen (IQF), 85% lean, made from brisket beef points, approximately 1" x 1" x 1" cubes	4/5 lb. bags per case	\$_____cs.
	305 CS (13,190 lb)	Turkey, Tom, Whole, Raw, Frozen, Grade A, self-basting, with skin, no pop-up timer	2/20 lb. turkeys per case	\$_____cs.
	588	Chicken, Leg Quarters with Backs, Raw, Boneless, Refrigerated, vacuum packed	55-60 pieces per case, 1/40 lb. bag per case	\$_____cs.
	542	Chicken, Diced, 20% White/80% Dark, Fully Cooked, Frozen, approximately 1/2" pieces, ready to use	1/10 lb. bag per case	\$_____cs.
	267 CS (4129 lb)	Pork, Loin, Boneless, Marinated, Fully Cooked, Frozen, closely trimmed, marinated up to a 15% solution	1/5-7 lb. pieces per case	\$_____cs.
	423	Chicken, Diced, 60% White/40% Dark, Fully Cooked, Frozen, approximately 1/2" pieces, ready to use	1/10 lb. bag per case	\$_____cs.
	186	Cod, Loins, Frozen, 100% natural North Atlantic cod, 4 oz. portion +/- 1/2 oz.	40/4 oz. portions per bag/case	\$_____cs.
	374	Pork, Chops, Loin, Center Cut, Individually Quick Frozen (IQF), marinated up to 12% of solution, chine bone and tail cut short, layer packed	32/6 oz. portions per 12 lb. case	\$_____cs.
	300	Bacon, Canadian-Style, with Sirloin, Sliced, Refrigerated, Hormel Foods #37015, made from lean pork sirloin, 1/4 oz. slices, 64 slices per pound	5/2 lb. packages per 10 lb. case	\$_____cs.
	471	Sausage, Turkey, Patties, Frozen, Perdue Farms #50104, 100% ground turkey with no fillers	106/1.5 oz. patties per 10 lb. case	\$_____cs.

BID PRICE

Bidders Stock Number	Estimated Annual Usage (Cases)	Description	Case Pack	Bidder's COST (NOT PRICE)
Category IV: Refrigerated Foods				
	1359	Margarine, Vegetable Oil, 1 lb. Prints, Refrigerated	30/1 lb. containers per case	\$_____cs.
	459	Eggs, Shell, Large, Pasteurized, Fresh, Refrigerated, Grade A	6/2.5 dozen trays per case	\$_____cs.
	290	Cheese, Pasteurized Process American, Yellow, 5 Lb. Print Loaves, Refrigerated	6/5 lb. loaves per case	\$_____cs.
	748	Yogurt, Strawberry and Peach Variety Pack, Refrigerated, Dannon Activia® #2619	24/4 oz. containers per case	\$_____cs.
	231	Eggs, Scrambled Liquid Mix, Ultrapasteurized, Refrigerated, Papetti's® #46025-15088, 2 lb. carton equals 24 medium eggs, packed in easy pour container	15/2 lb. pourable cartons per case	\$_____cs.
	225	Salad, Fruit, Diced, Fresh, Refrigerated, Sunrich Fresh #17395, Contains oranges, pineapples, honeydew and cantaloupe, no grapes added, cut in small bite size pieces, no flavor blending, no pear juice added, in resealable container	2/8 lb. pails per case	\$_____cs.
	216	Orange Sections, Packed in Sugar Medium, Fresh, Refrigerated, approximately 150-165 sections per pail, in resealable container	2/8 lb. pails per case	\$_____cs.
	519	Juice, Orange, 100% Juice, Fresh, Refrigerated, from concentrate and water, fortified with 60 mg Vitamin C, tray packed, plastic cups with foil pull seal	72/4 fl. oz. sealed cups per case	\$_____cs.
	209	Cheese, Mild Cheddar, Fine Shred, Pasteurized, Refrigerated	4/5 lb. bags per case	\$_____cs.
	273	Salad, Potato, American, Regular, Refrigerated, prepared with fresh diced potatoes, celery, onions, eggs, relish, and diced red pepper blended with a mayonnaise dressing	3/10 lb. cartons per case	\$_____cs.
	636	Margarine, Vegetable Oil, Reddies, Refrigerated, 90 pats per pound, 1080 pats per case	1/12 lb. case	\$_____cs.
	179	Cheese, Pasteurized Process American, Yellow, Sliced, 5 Lb. Loaves, Refrigerated, each block to contain 160 slices	4/5 lb. loaves per case	\$_____cs.

APPENDIX A

BIDDER REFERENCES

A minimum of three (3) professional references who have received services from the bidder in the past twelve (12) months.

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Service Name: Service Dollar Amount:		Beginning Date of Service: (Month/Year)	Ending Date of Service: (Month/Year)
Description of service size, complexity and the bidder's role in this service.			
Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Service Name: Service Dollar Amount:		Beginning Date of Service: (Month/Year)	Ending Date of Service: (Month/Year)
Description of service size, complexity and the bidder's role in this service.			
Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Service Name: Service Dollar Amount:		Beginning Date of Service: (Month/Year)	Ending Date of Service: (Month/Year)
Description of service size, complexity and the bidder's role in this service.			

APPENDIX B
EXAMPLE OF AUDIT/VERIFICATION LETTER

Page One

Supplier Company Name
Street Address
P.O. Box
City, State, Zip

Telephone:
FAX:

Subject: CONTRACTOR'S COMPANY NAME
Invoice _____ dated _____

We are performing a routine audit on the referenced invoice issued by your company in accordance with the terms of our Invitation to Bid and the bid submitted by CONTRACTOR'S COMPANY NAME. We would appreciate your assistance in making appropriate notations and providing applicable comments on the second page of this letter and returning it to us within fourteen (14) calendar days of the date of this letter.

Thank you for your assistance. Should you have any questions, please contact me at (614) 644-6762.

Sincerely,

Jennifer Dammeyer, CPPB
Purchasing Standards Analyst
FAX: (614) 644-1785

c: Contractor

Page Two

Subject: CONTRACTOR'S COMPANY NAME
Invoice _____ dated _____

Pricing: Is pricing correct? Yes ___ No ___

Comment/Explanation: _____

Freight/Shipping Charges: Is freight, if shown or applicable, correct? Yes ___ No ___

Comment/Explanation: _____

Certification: Does company certify this information is correct? Yes ___ No ___

COMPANY CONTACT FOR THIS INQUIRY:

Name: _____ Telephone: _____

Title: _____ FAX: _____

Signature: _____ Date: _____

When completed, please return to Jennifer Dammeyer, Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228.

APPENDIX C

STATE INSTITUTIONS AND BID DISTRICT MAP – Institutions may be added or deleted during the contract term.

1. District 1

- a. Allen Correctional Institution, Lima, OH

2. District 2

- a. Tiffin Developmental Center, Tiffin, OH
- b. Toledo Correctional Institution, Toledo, OH
- c. Adjutant General of Ohio
- d. Northwest Ohio Developmental Center, Toledo, OH

3. District 3

- a. Grafton Correctional Institution, Grafton, OH
- b. Lorain Correctional Institution, Grafton, OH
- c. Mansfield Correctional Institution, Mansfield, OH
- d. Ohio Veterans Home, Sandusky, OH
- e. Richland Correctional Institution, Mansfield, OH

4. District 4

- a. Indian River Juvenile Correctional Facility, Massillon, OH
- b. Ohio State Penitentiary, Youngstown, OH
- c. Trumbull Correctional Institution, Leavittsburg, OH
- d. Youngstown Developmental Center, Youngstown, OH

5. District 5

- a. Mount Vernon Developmental Center, Mt. Vernon, OH
- b. Southeastern Correctional Institution, Lancaster, OH
- c. Cambridge Developmental Center, Cambridge, OH

6. District 6

- a. Circleville Juvenile Correctional Facility, Circleville, OH
- b. Columbus Developmental Center, Columbus, OH
- c. Correctional Reception Center, Orient, OH
- d. Corrections Medical Center, Columbus, OH
- e. Corrections Training Academy, Orient, OH
- f. Franklin Pre-Release Center, Columbus, OH
- g. London Correctional Institution, London, OH
- h. Madison Correctional Institution, London, OH
- i. Marion Correctional Institution, Marion, OH
- j. North Central Correctional Institution, Marion, OH
- k. Ohio Reformatory for Women, Marysville, OH
- l. Ohio School for the Deaf, Columbus, OH
- m. Ohio State School for the Blind, Columbus, OH
- n. Pickaway Correctional Institution, Orient, OH
- o. Scioto Juvenile Correctional Facility, Delaware, OH

7. District 7

- a. Dayton Correctional Institution and Montgomery Education & Pre-Release Center, Dayton, OH
- b. Montgomery Developmental Center, Huber Hts., OH

APPENDIX C

STATE INSTITUTIONS AND BID DISTRICT MAP – Institutions may be added or deleted during the contract term.

8. District 8

- a. Lebanon Correctional Institution, Lebanon, OH
- b. Southwest Ohio Developmental Center, Batavia, OH
- c. Warren Correctional Institution, Lebanon, OH

9. District 9

- a. Chillicothe Correctional Institution, Chillicothe, OH
- b. Ohio River Valley Juvenile Correctional Facility, Franklin Furnace, OH
- c. Ross Correctional Institution, Chillicothe, OH
- d. Southern Ohio Correctional Facility, Lucasville, OH
- e. Ohio Veterans Home, Georgetown, OH

10. District 10

- a. Hocking Correctional Facility, Nelsonville, OH
- b. Gallipolis Developmental Center, Gallipolis, OH
- c. Noble Correctional Institution, Caldwell, OH

11. District 11

- a. Belmont Correctional Institution, St. Clairsville, OH

12. District 12

- a. Cuyahoga Hills Juvenile Correctional Facility, Highland Hills, OH
- b. Northeast Pre-Release Center, Cleveland, OH
- c. Warrensville Developmental Center, Highland Hills, OH

APPENDIX C

STATE INSTITUTIONS AND BID DISTRICT MAP – Institutions may be added or deleted during the contract term.



APPENDIX D

BIDDERS ACCOUNT CONTACT LIST

Institution	Sales Person Name	Toll Free Number	Inside Sales Person Name	Toll Free Number
Adjutant General Of Ohio				
Allen Correctional Institution				
Belmont Correctional Institution				
Cambridge Developmental Center				
Chillicothe Correctional Institution				
Circleville Juvenile Correctional Facility				
Columbus Developmental Center				
Corrections Medical Center				
Corrections Training Academy				
Correctional Reception Center				
Cuyahoga Hills Juvenile Correctional Facility				
Dayton Correctional Institution				
Franklin Pre-Release Center				
Gallipolis Developmental Center				
Grafton Correctional Institution				
Hocking Correctional Facility				
Indian River Juvenile Correctional Facility				
Lebanon Correctional Institution				
London Correctional Institution				
Lorain Correctional Institution				
Madison Correctional Institution				
Mansfield Correctional Institution				
Marion Correctional Institution				
Montgomery Developmental Center				
Mt. Vernon Developmental Center				
Noble Correctional Institution				

APPENDIX D

CONTRACTOR ACCOUNT CONTACT LIST

Institution	Sales Person Name	Toll Free Number	Inside Sales Person Name	Toll Free Number
North Central Correctional Institution				
Northeast Pre-Release Center				
Northwest Ohio Developmental Center				
Oakwood Correctional Facility				
Ohio Reformatory for Women				
Ohio River Valley Juvenile Correctional Facility				
Ohio School for the Deaf				
Ohio State Penitentiary				
Ohio State School for the Blind				
Ohio Veterans Home – Georgetown				
Ohio Veterans Home – Sandusky				
Pickaway Correctional Institution				
Richland Correctional Institution				
Ross Correctional Institution				
Scioto Juvenile Correctional Facility				
Southeastern Correctional Institution				
Southern Ohio Correctional Facility				
Southwest Ohio Developmental Center				
Tiffin Developmental Center				
Toledo Correctional Institution				
Trumbull Correctional Institution				
Warren Correctional Institution				
Warrensville Developmental Center				
Youngstown Developmental Center				

APPENDIX E

APPLICABLE DOCUMENTS

United States Code of Federal Regulations (USCFR) – Title 21: Food and Drugs, as applicable - <http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=201021>

Federal Trade Commission, The Fair Packaging and Labeling Act, 15 U.S.C. §§ 1451-1461 - <http://www.ftc.gov/os/statutes/fplajump.shtml>

United States Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS) Meat, Poultry and Egg Product Inspection Directory - http://www.fsis.usda.gov/regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp

United States Department of Commerce (USDC), National Oceanic and Atmospheric Administration (NOAA), Seafood Inspection Program, Participating Establishments - http://www.seafood.nmfs.noaa.gov/Approved_Facilities.html

United States Department of Agriculture (USDA) Quality Standards - <http://www.ams.usda.gov/AMSV1.0/Standards>

United States Department of Agriculture (USDA) Commercial Item Descriptions - <http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.do?template=TemplateE&navID=CommercialItemDescriptions&rightNav1=CommercialItemDescriptions&topNav=&leftNav=CommodityAreas&page=FQASFindaCID&resultType=&acct=qa>

National Motor Freight Traffic Association, Inc. – The National Motor Freight Classification (NFMFC) - <http://www.nmfta.org/Pages/Nmfc.aspx>

Ohio Department of Agriculture (ODA), Licensing Requirements for Food Safety – http://www.agri.ohio.gov/apps/odalicensing/odalicensing.aspx?div=Food_Safety

Ohio Department of Agriculture (ODA), Regulation, Wholesale Foods - <http://www.agri.ohio.gov/divs/foodsafety/foodsafety.aspx#toq>