

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 RS900111	OPENING DATE (1:00 p.m.) AUGUST 2, 2010	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	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC011F	BID NOTICE DATE JULY 9, 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): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: FOOD SERVICE SMALL WARES 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>10/01/10</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>09/30/13</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. INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void. By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State. Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.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.

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 CONTRACT 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.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this bid is provided on page one (1) of the bid. Through the indicated inquiry closure date/time, bidders may visit the State Purchasing website to post bid related questions at <www.ohio.gov/procure>. Answers to all bidder questions will be posted on the State Purchasing website and linked to the bid number. The State will make every effort to respond to website inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, State Purchasing in the form of an addendum, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period may result in the bidder being deemed as not responsive.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within twenty-one (21) days after receipt of order (A.R.O.) 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 FOR SECTIONS I AND II: 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 seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (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. The bidder should submit descriptive literature of the supplies or services being offered as part of their bid submission

DESCRIPTIVE LITERATURE FOR SECTION III: The bidder shall submit, as part of their bid response, descriptive literature of the supplies or services being offered. The descriptive literature is to include the price list(s) in effect at the time of bid submission and upon which the bid response is based. The descriptive literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e., F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the State. Failure of the bidder to furnish descriptive literature as part of their bid response will deem the bidder not responsive.

DESCRIPTIVE LITERATURE – GENERAL REQUIREMENT DURING THE CONTRACT PERIOD: Subsequent to award of the contract, the Contractor shall furnish any participating agency with the exact descriptive literature and, if applicable, to include price lists submitted as part of the bid response. Requested literature and price lists must be provided to the requesting agency within ten (10) calendar days of the request. Furthermore, if a price increase is requested by the Contractor and granted by DAS during the term of the contract, the Contractor must submit the new price list to any participating agency within ten (10) calendar days. Failure to provide the price list and/or descriptive literature to any participating agency as stipulated herein will be considered as an event of default. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e., F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the State.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

PRODUCT EXCEPTIONS: Dimensional and capacity exceptions to these product specifications must be explicitly detailed in the bidder's response. Exceptions of plus or minus (+/-) $\frac{1}{2}$ "-1" or plus or minus (+/-) 1 oz. beyond the stated tolerance tables on page 9 and page 10 may be accepted if the product is the current production version available for the intended specification, 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 these specifications, and consider current production products that may have replaced the product types specified. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the bidder a competitive advantage. However, exceptions to the terms and conditions, or to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the bid response.

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 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, the State will: In Sections I and II, determine the low lot total price of each category based on a price per dozen. The State will multiply the estimated annual usage of each item designated in the category by its corresponding unit price and then add these totals together. Although there will be separate category awards made, bidders are eligible to receive awards of multiple categories providing they are the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the categories. Wherever an estimated annual usage quantity is unknown, a figure of one (1) will be used for evaluation purposes. Failure to bid all items within a category in Sections I and II may result in the bidder being deemed as not-responsive. In Section III, the State will calculate the low net price by multiplying the published list price by the percentage of discount and subtracting the result from the published list price for randomly selected items that are the same in the offered catalogs. There will be one (1) award for each group.

CONTRACT AWARD: SECTION I AND SECTION II - The contract will be awarded to the lowest responsive and responsible bidder by low lot total by category. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items within a category may result in the bidder being deemed not responsive. SECTION III - The contract will be awarded to the lowest responsive and responsible bidder offering the lowest net price(s) or greatest discount(s) and determined to be responsive and responsible for each group. Failure to bid all items within each group/category may result in the bidder being deemed not responsive.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for delivery, F.O.B. destination, transportation charges prepaid, at any one time to one destination, for less than \$250.00. Items will be ordered by the standard case pack.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

FIXED-PRICE WITH ECONOMIC ADJUSTMENT - SECTION I AND SECTION II: The contract price(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

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

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

FIXED-PRICE WITH COST ADJUSTMENT - SECTION III: During the life of the contract, there may be a new catalog published and/or price list thereto. In this event, it will be necessary for the Contractor to supply the Office of State Purchasing with one (1) copy of each as applicable. Pricing contained in the new catalog and/or price list will become effective thirty (30) days after receipt of notice by the Office of Procurement Services. Thereafter, state agencies may obtain the new catalog and/or price list from the Contractor.

COOPERATIVE PURCHASING CONTRACT. This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the State of Ohio harmless with regard to political subdivision's and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

CONTRACTOR QUARTERLY SALES REPORT. The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE. The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract. The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to the Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

Scope: These specifications cover the purchase of selected food service small wares at various state agencies and properly registered cooperative entities to include tableware, drinkware, flatware, serving trays, cookware, utensils, storage containers, cutting boards and transport equipment in varied materials. The primary usage of Section I and Section III items is within correctional facilities. Items offered for Section I of this contract cannot create a security, health or safety risk within a correctional facility environment. The term of the contract will be for three (3) years with an option for renewals. The State had expenditures of \$213,610.00 for fiscal year 2010 for the contract items, excluding cooperative purchasing program members.

II. CLASSIFICATION

A. Section I: Commercial Grade, Institutional Type Plastic Table Service, Autoclavable

- Category A: Tableware, Copolymer Plastic
- Category B: Tumblers, Copolymer Plastic, Stacking
- Category C: Tumblers, Polycarbonate, Stacking, (including clear)
- Category D: Flatware, Copolymer
- Category E: Flatware, Polycarbonate
- Category F: Trays, Serving, Compartment Types, Copolymer Plastic (with matching lid)
- Category G: Tray, Serving, Cafeteria Type, Copolymer
- Category H: Trays, Serving, Compartment Types, Polycarbonate (with matching lid)
- Category I: Tray, Serving, Compartment Type, Copolymer, Foam Injection Insulated, Stackable (with matching lid)

B. Section II: Commercial Grade, Restaurant and Hotel Type Table Service

- Category A: Tableware, Melamine, Heavy Duty, Plain Solid Color
- Category B: Tumblers, Plastic, Crystal Clear, Stacking, Dishwasher Safe
- Category C: Flatware, Stainless Steel – 18% Chrome

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

II. CLASSIFICATION (Cont'd.)

C. Section III: Commercial Grade, Restaurant, Hotel And Institution Type Utensils

- Group A: Stainless Steel Cooking Utensils
 - Category A1: Stainless Steel Cooking Utensils (20 Gauge)
 - Category A2: Stainless Steel Cooking Utensils (22 Gauge)
 - Category A3: Stainless Steel Cooking Utensils (24 Gauge)
- Group B: Trays, Serving, Cafeteria Type, Molded Fiberglass
- Group C: Plastic Food Storage Containers
- Group D: Plastic Cutting Boards
- Group E: Plastic Utensils
- Group F: Food Service Transport Equipment, Stainless Steel, Insulated; & Associated Transport Dollies
- Group G: Food Service Transport Equipment, Polymer, Insulated; & Associated Transport Dollies

III. GENERAL REGULATORY REQUIREMENTS, INSPECTION, TESTING FOR ALL FOOD SERVICE SMALL WARES

- A. Regulatory Requirements: Products must comply with all state and federal health and sanitary regulations and/or requirements, including the Food and Drug Administration (F.D.A.) and the National Sanitation Foundation (NSF). Products must be able to repeatedly withstand sterilization temperatures and chemicals used in a commercial or institutional food service environment.
- B. Inspection: Inspection may be made at place of manufacture at the option of the State after an award has been made. Inspection, in all instances, for final acceptance is to be made at the place of delivery and/or after laboratory testing to determine whether the product or service meets the specification requirements. State lot inspection will consist of visual and dimensional examinations. Examination will be made of a complete end item for defects in finish, workmanship, construction, marking and capacities. All products shipped at one time to an individual location are to be considered a lot for acceptance inspection.
- C. Testing: When necessary, the state of Ohio may have samples tested by an independent testing laboratory to determine if the samples meets the minimum requirements set forth in this ITB. The State may elect to conduct testing, throughout the life of the contract, to insure that the samples meet the minimum requirements set forth in the contract. The State reserves the right to use any additional information or tests to determine product acceptability. Costs for this testing are to be borne by the contractor, if test results determine that the samples are not in compliance with contract specifications. Failure to maintain established product acceptability levels may result in the immediate cancellation of the contract. Any additional cost to the State or its agencies is to be borne by the contractor. The below listed properties may be tested:
 - 1. Compliance with F.D.A. and NSF requirements.
 - 2. Compliance with all applicable state and federal health regulations.
 - 3. Resistance to Boiling Sulfuric Acid.
 - 4. Resistance to Boiling Water.
 - 5. Resistance to Dry Heat.
 - 6. Warping.
 - 7. Odor.
 - 8. Resistance to Staining.
 - 9. Material Failure Points and Breakage Assessment.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

GENERAL REGULATORY REQUIREMENTS, INSPECTION, TESTING FOR ALL FOOD SERVICE SMALL WARES (Cont'd.)

D. PACKING AND MARKING

1. Packing: Unless otherwise specified the products covered by this contract are to be packed in good commercial container(s) in accordance with standard manufacturing practice.
2. Shipping Containers: Shipments are to be made in commercial containers, constructed to insure acceptance by common or other carrier and for safe delivery at destination.
3. Marking:
 - a. Each package to be marked with the name of the item, product number and quantity contained therein as defined by the contract or order.
 - b. Individual pieces are to be permanently and distinctly marked in accordance with the manufacturer's good commercial practice. The brand name or trademark is to be readily identified with the manufacturer.
 - c. Each shipping container to be clearly marked with the name of the contents, the amount contained, the contract or order number or numbers, the name of the contractor, and the name for the receiving party as shown on the face of the contract or order.

E. NOTES AND SPECIAL CONDITIONS

1. Applicability: The above requirements apply to all items covered by this contract.
2. Special Condition: Items offered for Section I of this contract cannot create a security, health or safety risk within a correctional facility environment. The State reserves the right to determined items offered as unacceptable if a product is recognized to potentially create a security, health or safety risk under the anticipated usage conditions.

F. CAPACITIES, DIAMETERS AND TOLERANCES

ITEM ARTICLE NO.	NOMINAL CAPACITY	OVERALL DIAMETER	TOLERANCES CAPACITY	TOLERANCES DIAMETER
	OUNCES (Rim Full)	INCHES	OUNCES	INCHES
Dinner Plate		8.9		+1/2
Dinner Plate		10		+1/2
Lunch Plate		7-1/2		+1/2
Salad / Dessert Plate		6 1/4		+1/2
Salad Plate		7		+1/2
Cup Ovide* (to match saucer)	7		+1/2	
Cup Conic* (to match saucer)	7		+1/2	
Saucer* (to match cup)		5-1/2		+1/2
Mug	10		+1	
Soup, Cereal Bowl	13		+2	
Soup, Cereal Bowl	10		+1	
Soup, Cereal Bowl	5		+1	

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

IV. SECTION SPECIFIC REQUIREMENTS

A. Section I – Plastic Tableware, Tumblers, Flatware, Trays (Autoclavable)

This specification covers plastic table service ware, heavy duty, for food service use in hospital and institutional food programs. Primary usage is in correctional facilities. Products are to be designed for maximum impact and abrasion resistance. Copolymers should be virtually unbreakable and shatter-proof. Copolymer tumblers are expected to be a solid color product, available in a selection of colors. Polycarbonates must be shatter-proof. Polycarbonate products should not be manually breakable without extensive force and repeated stressing. Polycarbonate tumblers must not conceal the interior contents of the tumbler, regardless of the color of the tumbler. Polycarbonate tumblers color selection must include clear or frost. Tumblers are to have a slight, gradual taper from the top lip to the bottom. Products should retain surface finish and gloss for long periods of time despite hard usage, withstand mechanical dishwashing, boiling and steam sterilization to 275° F, be autoclavable, and permit mixture air circulation when stacked.

1. Material: The tableware is to be made of industry standard polymers for the category. Materials must be F.D.A. compliant.
2. Workmanship: Workmanship is to be of good quality as standard to the industry, free of any defects affecting appearance or serviceability.
3. Finish: The surface is to possess a uniformly high luster, but no protective coating, polish, or other finish is to be applied to the items. No exposed rough seams or edges may be present. Tumbler interiors are to be smooth but may contain stacking stops. Tumbler exteriors may contain a minimal texture effect.
4. Dishwasher Safe: Tableware and flatware is to be dishwasher safe and show no warping (that will affect appearance or service) when exposed to minimum temperatures of 210° F.
5. Flexibility: Flatware is to withstand repeated bending action before breaking. The break is to be clean and smooth, containing no sharp edges or points. Copolymer products must be shatterproof.
6. Regulations: Products must comply with all state and federal sanitary requirements, including F.D.A. and NSF. Products must be able to repeatedly withstand sterilization temperatures and chemicals used in a commercial or institutional food service environment.
7. Section I, Category F / Category H: Trays, Serving, Compartment Types (both copolymer and polycarbonate): Lids should be available for these products in the matching material of the tray. Matching material lids are to be dishwasher safe and available in a selection of colors. A clear, stackable, dishwasher safe lid must be available. Tray with cover is to be stackable, and designed to eliminate slippage while in transport.
8. Section I, Category I: Tray, Serving, Compartment Type, Copolymer Plastic, Injection Insulated, Stackable: Tray is to be an insulated temperature maintenance food-serving tray with cover for hot and cold foods. Self contained, copolymer insulated tray, injection filled of Food and Drug Administration (FDA) approved insulating foam, and sonic welded with heat and pressure to insure strength and the elimination of seams. Interior cavity must be void of air pockets and completely sealed; leak-proof and dishwasher safe. Should be available in a selection of colors. Tray with cover is to be stackable, and designed to eliminate slippage while in transport.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

IV. SECTION SPECIFIC REQUIREMENTS (Cont'd.)

B. Section II – Plastic Tableware, Plastic Tumblers and Stainless Steel Flatware

This specification covers commercial tableware, tumblers, and stainless steel flatware for food service use in hospital and institutional food programs.

1. Category A and Category B – Plastic tableware and tumblers

- a. Material: The tableware is to be made of industry standard polymers for the category. Tableware is to be heavy duty melamine. Tumblers are to be heavy duty and have the minimum properties of crystal clear SAN (styrene acrylonitrile); shatter-proof, resistant to stains and cracking. Tumbler material is to be smooth, without pebble texture. Crystal clear is required; a variety of colors should be offered if available. Finished tumbler should contain fluted contours, and must be stackable. Materials must be F.D.A compliant.
- b. Workmanship: Workmanship is to be of good quality as standard to the industry, free of any defects affecting appearance or serviceability.
- c. Finish: The surface is to possess a uniform high luster, but no protective coating, polish, or other finish is to be applied to the items. No exposed rough seams or edges may be present.
- d. Dishwasher Safe: Tableware and flatware is to be dishwasher safe and show no warping (that will affect appearance or service) when exposed to minimum temperatures of 180° F.
- e. Regulations: Products must comply with all state and federal sanitary requirements, including F.D.A. and NSF. Products must be able to repeatedly withstand sterilization temperatures and chemicals used in a commercial or institutional food service environment.

2. Category C - Stainless steel flatware

Minimum 18% chrome. Non-corroding. Plain pattern. Medium weight. Single piece solid stamping. No decorative embossing, knurling or engraving. Contours should be similar to a medium windsor pattern, with smooth, gradual space transitions and common ergonomic characteristics. Products must comply with all state and federal sanitary requirements, including F.D.A. and NSF. Products must be able to repeatedly withstand sterilization temperatures and chemicals used in a commercial or institutional food service environment.

C. Section III – Commercial Grade, Restaurant, Hotel and Institution Type Utensils

This specification covers commercial grade kitchen utensils for food service use in hospital and institutional food programs.

1. General

Bidders are to offer top quality standard products for each group or type of items listed and submit, as part of their bid, specifications covering general construction including weight, thickness and analysis of material used. Products must comply with all state and federal sanitary requirements, including the F.D.A. and the NSF. Products must be able to repeatedly withstand sterilization temperatures and chemicals used in a commercial or institutional food service environment.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

IV. SECTION SPECIFIC REQUIREMENTS (Cont'd.)

C. Section III – Commercial Grade, Restaurant, Hotel and Institution Type Utensils (Cont'd.)

2. GROUPINGS

GROUP A: 20 Gauge, 22 Gauge, and 24 Gauge Stainless Steel Utensils

This group includes, but is not limited to, the following items generally used in food preparation, cooking, transporting, and the storage of food products. Full line is to be offered.

General Items

Pans - Full Line	Sauce Pan - All Sizes
Stock Pot - All Sizes	Mixing Bowl - All Sizes
Bain Marie - All Sizes	Ladles - All Sizes
Double Boilers - All Sizes	Disher - All Sizes
Spoon - Full Line	Tong - All Types
Turner - All Types	Food Whip - All Types
Knives, Scrapers - All Types	Utensils - All Types
Can Openers w/replaceable knives	Lids – All Types
Pails – All Sizes	

Requirements For Stainless Steel: Only uncoated, non-corroding type of stainless steel items are to be furnished. Twenty (20) gauge will be minimum thickness considered as semi-heavy duty utensils. Twenty (20) gauge items are to have a complete surface of stainless steel, but may contain aluminum cores. Materials are to comply with steel manufacturer's standard gauge specifications. Stainless steel items in catalog and price list will be clearly identified whether they are of 20 gauge, 22 gauge, or 24 gauge material.

GROUP B: Trays, Serving & Deli / Display, Cafeteria Type, Molded Fiberglass. Full line is to be offered including a nominal 18" x 14" x 3/4" standard serving tray. A selection of colors should be available. Trays are to be NSF approved.

Requirements For Fiberglass Trays: Trays are to be non-porous on all sides, with no exposed fiberglass strands or mating. No imbedded metal reinforcements. Molded with no seams. NSF approved.

GROUP C: Food service plastic food storage containers; Item 1: 2 quart through 22 quart capacity, round and Item 2: 2 gallon through 22 gallon storage boxes.

Requirements For Food Storage Containers: Food storage containers are to be made of white translucent plastic; and be dishwasher safe, completely sanitary, non-toxic, odor-proof and resistant to mildew and staining, have tight fitting covers and be stackable. NSF Approved.

GROUP D: Food service plastic cutting boards.

Requirements For Plastic Cutting Boards: Cutting boards to be non-porous plastic; 1/2" - 3/4" thick; absorption resistant to juices, stains, bacteria, and odors. Cutting boards are to be dishwasher safe and NSF approved.

GROUP E: Plastic utensils; spoons, spoodles, tongs, ladles, etc.

Requirements For Plastic Utensils: Full line of polycarbonate and copolymer items including spoons, spoodles, tongs, ladles, etc., and measured-portion serving utensils.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

IV. SECTION SPECIFIC REQUIREMENTS (Cont'd.)

C. Section III – Commercial Grade, Restaurant, Hotel and Institution Type Utensils (Cont'd.)

GROUP F: Food service transport equipment, stainless steel, insulated, and associated non-insulated transport dollies; full line desired.

Requirements For Food Service Transport Equipment, Stainless Steel: Full line of insulated transport carts for bulk food transport and serving tray transport. Full line of kitchen service transport carts for dish washing racks, food packages and equipment. Primary construction material shall be stainless steel. Priority items for this group are insulated, temperature-maintenance, bulk food transport carts and insulated, temperature-maintenance, serving tray transport carts that are compatible with the trays requested in SECTION I. The availability of a specifically designed and engineered security package option is preferred.

GROUP G: Food service transport equipment, polymer, insulated, and associated non-insulated transport dollies; full line desired.

Requirements For Food Service Transport Equipment, Polymer: Full line of insulated transport carts for bulk food transport or serving tray transport. Full line of kitchen service transport carts for dish washing racks, food packages and equipment. Primary construction material shall be polymer, and may contain steel, stainless steel, aluminum and/or heavy duty plastic parts. Commercial grade, heavy duty products are to be offered.

BID PRICE PAGE

YOUR BID:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.

SECTION I, CATEGORY A, TABLEWARE, COPOLYMER PLASTIC

ITEM ID NO.	DESCRIPTION	STOCK NUMBER	ESTIMATED ANNUAL USAGE (DZ)	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
5530	Stacking Cup, 7 oz.		180		\$	\$
5534	Dinner Plate, 9"		Unknown		\$	\$
5587	Stacking 3 Compartment Plate, 11" x 1"		Unknown		\$	\$
10848	Desert Plate, 6-1/2"		Unknown		\$	\$
5531	Vegetable Dish, 5 oz., 5" x 1-1/4"		210		\$	\$
5529	Stacking Rim Soup Bowl, 15 oz., 6-1/2" x 2-1/8"		15		\$	\$
5528	Stacking Rimless Soup Bowl, 15 oz., 5-1/4" x 2-1/2"		650		\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

SECTION I, CATEGORY B, MOLDED TUMBLERS, COPOLYMER PLASTIC

ITEM ID NO.	APPROXIMATE SIZE	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
699	4 oz.	1,500			\$	\$
5595	5 oz.	Unknown			\$	\$
5596	9 oz.	6,000			\$	\$
5597	12 oz.	5,700			\$	\$
5598	16 oz.	3,000			\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

SECTION I. CATEGORY C. POLYCARBONATE TUMBLERS

ITEM ID NO.	APPROXIMATE SIZE	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
5444	5 oz.	420			\$	\$
640	9 oz. to 9-1/2 oz.	Unknown			\$	\$
5445	12 oz.	Unknown			\$	\$
641	16 oz.	600			\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

SECTION I. CATEGORY D. FLATWARE, COPOLYMER PLASTIC

ITEM ID NO.	DESCRIPTION AND APPROXIMATE LENGTH	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
688	Knife - 8" to 8 3/4"	Unknown			\$	\$
5532	Fork - 7" to 7 1/2"	1,100			\$	\$
693	Spork - 6" to 7"	8,500			\$	\$
5589	Teaspoon - 6" to 6-1/2"	1,100			\$	\$
5588	Soup Spoon - 6" to 7"	Unknown			\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

SECTION I, CATEGORY E, FLATWARE, POLYCARBONATE

ITEM ID NO.	DESCRIPTION AND APPROXIMATE LENGTH	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
715	Knife - 8" to 8 3/4"	Unknown			\$	\$
5606	Fork - 7" to 7 1/2"	360			\$	\$
636	Spork - 6" to 7"	8,500			\$	\$
5441	Teaspoon - 6" to 6-1/2"	1,100			\$	\$
5392	Soup Spoon - 6" to 7"	Unknown			\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

SECTION I, CATEGORY F, SERVING TRAYS, COMPARTMENT, COPOLYMER PLASTIC

ITEM ID NO.	DESCRIPTION AND APPROXIMATE SIZE (RANGES-SEE PG. 10)	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
5591	10"x14"x7/8" Tray; 6 Compartment.	220			\$	\$
5592	10"x14"x1-1/4" Tray; 6 Compartment.	630			\$	\$
689	Tray Lid, Clear; For 6 Compartment. Above	340			\$	\$
5593	18"x11-7/8"x1-1/2" Tray, 6 sided, 7 Compartment	510			\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

Alternative Tray Lid (similar material as the tray) for 10"x14" Tray: _____ Price/Dozen: _____

NOTE: Alternative Lid will not be evaluated but may become a part of the contract.

SECTION I, CATEGORY G, SERVING TRAY, CAFETERIA TYPE, COPOLYMER PLASTIC

ITEM ID NO.	DESCRIPTION AND APPROXIMATE SIZE (RANGES-SEE PG. 10)	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
9734	18"x14"x3/4" Tray; Cafeteria Type	125			\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

SECTION I, CATEGORY H, SERVING TRAYS, COMPARTMENT, POLYCARBONATE

ITEM ID NO.	DESCRIPTION AND APPROXIMATE SIZE (RANGES—SEE PG. 10)	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
637	10"x14"x1-1/4" Tray; 6 Compartment	370			\$	\$
5391	Tray Lid, Clear; For 6 Compartment Above	Unknown			\$	\$
638	18"x11-7/8"x1-1/2" Tray, 6 sided, 7 Compartment	Unknown			\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

Alternative Tray Lid (similar material as the tray) for 10"x14" Tray: _____ Price/Dozen: _____

NOTE: Alternative Lid will not be evaluated but may become a part of the contract.

SECTION I, CATEGORY I, SERVING TRAY, COMPARTMENT, INSULATED, COPOLYMER PLASTIC

ITEM ID NO.	DESCRIPTION AND APPROXIMATE SIZE (RANGES—SEE PG. 10)	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
5527	11"x14-1/2"x2-1/4" Tray; 6 or 7 Compartment, Insulated	2			\$	\$
5526	Tray Lid, 1-1/8" High For Above Tray, Insulated	2			\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

SECTION II, CATEGORY A, PLAIN SOLID COLOR TABLEWARE, MELAMINE, HEAVY DUTY

ITEM ID NO.	DESCRIPTION AND APPROXIMATE SIZE	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
5603	Dinner Plate, 9"	Unknown			\$	\$
711	Dinner Plate, 10-1/2"	Unknown			\$	\$
710	Bread Plate, 5-1/2"	Unknown			\$	\$
713	Pie Plate, 6-1/2"	Unknown			\$	\$
712	Salad Plate, 7-1/4"	Unknown			\$	\$
10863	Luncheon Plate, 8"	Unknown			\$	\$
5604	Plate, 9" (3) Compartment	Unknown			\$	\$
10865	Plate, 10-3/4", (3) Compartment	Unknown			\$	\$

SECTION II, CATEGORY A, PLAIN SOLID COLOR TABLEWARE, MELAMINE, HEAVY DUTY (Cont'd.)

ITEM ID NO.	DESCRIPTION AND APPROXIMATE SIZE	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
5605	Platter, 11-1/2"	Unknown			\$	\$
	Platter, 15"	Unknown			\$	\$
714	Saucer, 5-1/2"	Unknown			\$	\$
5600	Cup, Stacking, 7 oz.	Unknown			\$	\$
706	Cup, Ovide, 7 oz.	Unknown			\$	\$
708	Mug, Regular, 10 oz.	Unknown			\$	\$
10868	Fruit Dish, 3-1/2 oz.	Unknown			\$	\$
707	Fruit/Veg Dish, 5 oz.	Unknown			\$	\$
5601	Fruit/Veg Dish, 6-1/2 oz.	52			\$	\$
705	Cereal Bowl, w/Rim 10 oz.	Unknown			\$	\$
709	Nappy, Rimless, 11 oz.	40			\$	\$
5599	Soup Bowl, 13 oz.	Unknown			\$	\$
5602	Nappy, Rimless, 15 oz.	Unknown			\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

SECTION II, CATEGORY B, PLASTIC TUMBLERS (CRYSTAL CLEAR SAN)

ITEM ID NO.	APPROXIMATE SIZE	ESTIMATED ANNUAL USAGE (DZ)	DESCRIPTION & STOCK NUMBER	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
NA	5 oz.	NA			\$	\$
NA	8 oz.	NA			\$	\$
NA	9-1/2 oz.	NA			\$	\$
NA	12 oz.	NA			\$	\$
NA	16 oz.	NA			\$	\$

Brand Name Bid: _____ Style: _____

State Colors Available: _____

Exceptions: _____

SECTION II, CATEGORY C FLATWARE, STAINLESS STEEL – 18% CHROME (18/0)

ITEM ID NO.	DESCRIPTION/ NOMINAL SIZE	ESTIMATED ANNUAL USAGE (DZ)	SPECIFY LENGTH	BLANK GAUGE	DOZEN PER CASE	PRICE PER DOZEN	PRICE PER CASE
593	Knife, Table 8" (Utility)	Unknown				\$	\$
642	Fork, Table 7" (Utility)	Unknown				\$	\$
10871	Spoon, Tea, 6"	Unknown				\$	\$
6188	Spoon, Table, (Dessert) 7-3/4"	Unknown				\$	\$

Stainless steel chrome percent content offered: _____%

Manufacturer and Pattern Bid: _____

Country of Manufacture: _____

Exceptions: _____

SECTION III

COMMERCIAL GRADE RESTAURANT, HOTEL AND INSTITUTION TYPE FOOD SERVICE UTENSILS

IMPORTANT: Be specific in stating catalog and page reference numbers. Do not refer to "all pages". Declare exactly the page number (s) applying to each group. Gauging of stainless steel items must be noted in the catalog submitted with your bid reply. Failure to comply with these requirements may result in the bidder being deemed as not-responsive.

GROUP A 20 Gauge, 22 Gauge, and 24 Gauge Stainless Steel Utensils

Estimated Requirements: Approx. \$4,000.00

Manufacturer: _____ Trade Name: _____

Cat. No.: _____ Date: _____

Page No. (20 Gauge): _____
 ITEM ID NO.: 6306 (20 Gauge)

Page No. (22 Gauge): _____
 ITEM ID NO.: 6305 (22 Gauge)

Page No. (24 Gauge): _____
 ITEM ID NO.: 594 (24 Gauge)

Price List No.: _____ Date: _____

Discount Offered: _____

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.

INSURANCE REQUIREMENTS: Bidders should provide with their bid, documentation of the following insurance coverage required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

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

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