



0420262396

Ohio University - Bulk Meat Supplier(s)

Issue Date: 6/4/2026

Questions Deadline: 6/18/2026 10:00 AM (ET)

Response Deadline: 7/1/2026 03:00 PM (ET)

Ohio University

Contact Information

Contact: Melissa Ricchiuti, Senior Commodity Manager

Address: Procurement Services

Lindley Hall

N162

1 Ohio University

Athens, OH 45701

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Event Information

Number: 0420262396
Title: Ohio University - Bulk Meat Supplier(s)
Type: RFP-OU
Issue Date: 6/4/2026
Question Deadline: 6/18/2026 10:00 AM (ET)
Response Deadline: 7/1/2026 03:00 PM (ET)
Notes: Culinary Services, on behalf of Ohio University, is seeking proposals from qualified vendors capable of supplying and delivering non-processed or minimally processed bulk meat not normally purchased through their Primary and Secondary Food Supplier contracts. The items listed in the RFP are intended to support Residential Dining, Retail Operations, Catering Operations, and the Central Food Kitchen.

All proposals shall be submitted through our eSourcing platform, Ionwave. Please visit <https://miamiu-ohiousourcing.ionwave.net/Login.aspx>, to register and access the platform. A quick tutorial on responding to bids is found in the help section upon registering.

PLEASE NOTE: This competitive bid event/request for proposals (CBE/RFP) is for Ohio University only. Ohio University does not collaborate on awards with Miami University. The Ionwave platform (e-Sourcing) license is shared between the two universities.

Ship To Information

Contact: Jeff Augsburger
Address: Ohio University Central Food Facility
120 South Shafer Street
Athens, OH 45701

Billing Information

Address: Culinary Services
Ohio University Accounts Payable
1 Ohio University
Athens, OH 45701
Email: jeff.augsburger@ohio.edu

Bid Activities

RFP Questions Due

6/18/2026 10:00:00 AM (ET)

All questions regarding the RFP must be formally submitted via the Questions Tab on the eSourcing Platform. University responses to these questions will be made available in the same tab. Registered respondents will be notified via email when responses to their questions are posted.

Bid Attachments

SAMPLE Bulk Meats Goods & Services Agreement Draft Template.docx

[View Online](#)

For reference purposes only - this is a copy of the Ohio University standard terms for agreement by the awarded vendor. Any exceptions to this agreement must be provided in the respondent's proposal submission. In some cases, we will accept vendor terms for this type of service; however, they will be reviewed and modified to uphold ORC regulations and rules. Section 9.27 of the ORC lists INVALID terms that we will not agree to accept. These include indemnification, limitation to liability, governance of law, and unknown costs.

Requested Attachments

Statement of Work

(Attachment required)

Provide a complete and thorough proposal that includes detailed responses to how each of the items listed in the Scope and Specifications will be addressed and demonstrated.

Certificate of Insurance

(Attachment required)

Service provider shall procure and maintain at its own expense: (i) commercial general liability insurance (or equivalent professional liability insurance) covering itself and employees in the minimum amounts of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate; (ii) business auto liability insurance to cover bodily Injury and property damage for any owned, leased, hired and non-owned vehicles used in in the performance of the contract with a minimum combined single limit of One Million Dollars (\$1,000,000); and (iii) to the extent required by law, workers' compensation/employers' liability insurance in the minimum amount of One Million Dollars (\$1,000,000) covering its employees. Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Ohio with an "A.M. Best" rating of not less than A- VII. All policies shall be endorsed to apply on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University. Except for workers' compensation and employers' liability insurance, all policies shall be endorsed to include Ohio University and its governing board, officers, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the Service Provider.

Bulk Meat Goods & Services Agreement Standard Terms & Conditions

(Attachment required)

Attach a document stating your full acceptance of Ohio University's Standard Terms & Conditions or a list clearly explaining any exceptions to Ohio University's Standard Terms & Conditions. Ohio University reserves the right to reject any exceptions or negotiate terms that are in the best interest of the University. Ohio University's Standard Terms & Conditions are attached within the Response Attachments of the Bid page.

Bid Attributes

1 General Information

1. Proposal Description: OHIO University of Athens, OHIO (hereafter called The University) invites proposals for a service engagement titled "Bulk Meat Supplier(s)" as described herein. The information provided herein is intended to assist firms in responding properly to this Request for Proposal. The University believes this RFP provides interested firms with sufficient information to submit proposals that meet minimum requirements. It is not intended to limit a proposal's content or to exclude any relevant or essential data. Firms are encouraged to include additional information that will substantiate their service or product quality and service capabilities. The University will receive proposals electronically through the Ionwave e-Sourcing platform.
2. Alternates and Variations from Requirements: Wherever items or services have been specifically described, such identification is descriptive and not restrictive. It indicates the quality and characteristics that are satisfactory. If the respondent has an equal or alternative proposal, that proposal must be clearly and completely described. The University will consider alternatives that meet or exceed the specified quality and characteristics. The University is not bound to accept any proposals that are not in its best interest. The determination as to the acceptability of the alternate offered is the responsibility of the University and will be based on information furnished by the respondent, as well as information reasonably available to the University. Unless the respondent clearly indicates that an alternative is being offered, it will be assumed that the proposal meets the requirements exactly as specified in this document. CAUTION TO RESPONDENTS: It is not the responsibility of the University to secure any information not identified in the respondent's response. Information furnished may include specific references to catalogs, brochures, or other material previously furnished. Otherwise, such information must accompany the proposal.
3. Method of Award: Awards for goods and services will be made to the respondent(s) providing the most responsive and responsible proposal that provides the best overall value to the University. The University reserves the right to reject any or all proposals and is not bound to accept the lowest-cost proposal if that proposal is not in the best interests of the University. In making an award, factors such as the firm's service capability, integrity, facilities, equipment, reputation and past performance will be weighed. The University reserves the right to make multiple awards.
4. Compliance with Federal, State and Local Laws: Any supplier warrants, in submitting a proposal and in the performance of any resulting award, that if applicable, Executive Order 13496 (29 CFR 471, Appendix A to Subpart A), Ohio Executive Order 2022-02D (https://content.govdelivery.com/attachments/OHIOGOVERNOR/2022/03/03/file_attachments/2093123/Signed%20EO%202022-02D.pdf), and 41 CFR 60-1.4(a), 60-1.7, 60-4.3 are incorporated herein. If applicable, all vendors and their subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime vendors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Supplier further warrants that it: 1) has complied with or will comply with all applicable federal, state, University and local laws, ordinances and all lawful orders, rules and regulations there under; 2) that every sub-contract for any ensuing order will contain a provision requiring non-discrimination in employment as specified above, and 3) that it is not now, and will not become subject to an unresolved find for recovery under ORC 9.24, prior to the award of any contract or agreement arising out of this RFP, without notifying the University of such finding. Any breach thereof may be regarded as material breach of contract or purchase order and cause for cancellation.

2 Compliance with Federal, State and Local Laws

Supplier acknowledgement of compliance with Federal, State, and Local laws

☐ I acknowledge compliance requirements

(Required: Check if applicable)

3 Institutional Background and Current Information

Ohio University was chartered by the state of Ohio in 1804 and is the oldest university in the Northwest Territory. Located in the scenic Appalachian foothills of southeastern Ohio, the University is the oldest of the 14 state-assisted universities in Ohio. The main campus is in Athens, located in southeastern Ohio, about 75 miles from Columbus. The student headcount of Ohio University for Fall 2024 was 29,838, including approximately 1,000 students enrolled in the University's Heritage College of Osteopathic Medicine. Undergraduate eLearning Programs enrolled 3,734 students. The University had an additional 3,838 students on the Chillicothe, Eastern (St. Clairsville), Lancaster, Southern (Ironton), and Zanesville regional campuses. The Dublin Extension Campus and the Cleveland Extension Campus offer additional learning locations for students. The University enrolled 1,110 international students from approximately 229 countries.

The University is organized academically into twelve colleges: Arts and Sciences, Business, Scripps College of Communication, the Gladys W. and David H. Patton College of Education, the Russ College of Engineering and Technology, Chaddock + Morrow College of Fine Arts, Health Sciences and Professions, Honors Tutorial, University, Graduate, Voinovich School of Leadership and Public Service as well as the Heritage College of Osteopathic Medicine. In addition, students may pursue degrees through the Center for International Studies or one of five regional campuses. The University offers more than 250 undergraduate majors. On the graduate level, the University grants master's degrees in nearly all of its major academic divisions, as well as doctoral degrees in selected departments. The Doctor of Osteopathic Medicine degree is granted through the Heritage College of Osteopathic Medicine.

The university employs 4,395 employees, including 1,087 full-time faculty members. The University is accredited by the Higher Learning Commission. Under the Carnegie Classification of Institutions of Higher Education, Ohio University has earned the R1 Classification (very high research activity).

As of August 2024, the University maintains long-term ratings of "Aa3" from Moody's and "A+" from Standard & Poor's.

Specific History and Current Information

Culinary Services at Ohio University consists of multiple venues in Residential Dining and Retail Operations, as well as a Central Food Facility, which services the other venues on campus.

- Residential Dining – Residential Dining consists of two (2) dining halls. Approximately 1.1 million meals are served by Residential Dining each year.
- Retail Operations – Retail Operations on the Athens Campus consists of six (6) cafes, four (4) markets, one (1) food court, one (1) full-service restaurant, and two (2) food trucks.
- Catering Operations – There is currently one catering operation in Culinary Services, which hosts approximately two thousand (2,000) events a year with one hundred and thirty thousand (130,000) patrons served.
- Central Food Facility – The Central Food Facility consists of the Central Services Kitchen, Vegetable Prep Kitchen and Bakery, as well as the Culinary Services Warehouse. The Central Services Kitchen functions as a full production kitchen for the other Culinary venues on campus. Daily deliveries by the Contractor will be made to the Central Food Facility.

4 Scope of Services

The purpose of this Request for Proposal is to seek proposals from qualified vendors capable of supplying and delivering various non-processed and minimally processed fresh and frozen meat to Culinary Services not normally purchased through their Primary and Secondary Food Supplier contracts. The items listed within the RFP are to support Ohio University's Culinary Services, Residential Dining, Retail Operations, Catering Operations, and Central Food Kitchen.

While the purpose of this RFP is to establish multiple agreements to these specialized vendors, the resulting awards are not to be interpreted as an "exclusive" agreement to purchase food items from the awardee. The University expressly reserves the right to purchase food items from other suppliers if it is deemed to be in the best interest of the University to do so, at the University's sole discretion. In addition, the University reserves the right to award a contract to a secondary specialized vendor as necessary, as well as additional individual contracts for specific food commodities, in order to best meet the needs and requirements of the University.

Although this RFP is to award multiple vendors for Culinary Services, the successful vendor(s) must be willing to extend contract pricing to any other Ohio University department that wishes to purchase from the awardee.

5 Product Specifications

This proposed Agreement will be for bulk non-processed or minimally processed fresh, chilled, or frozen meats, poultry, pork, and, occasionally, as needed, seafood. Ohio University does not guarantee any specific quantity. We are not awarding by line item; we are awarding to a qualified pool of suppliers by commodity and ordering as needed.

The award will be to a "pool" of vendors, which Culinary Services may choose (or not choose) to purchase from week to week. Yearly or quarterly quantities are not included because the purpose of this bid is not to establish or "lock in" any specific prices with any awarded vendor. Rather, a markup percentage is requested.

All shipments of food products to the University must comply with and strictly adhere to the specifications.

All products must meet or exceed USDA or industry standards. Grades are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service. Food products supplied to the University must be of the grade indicated for the item. USDA Inspection Grading and Inspection Certificates may be acquired where it is in the best interest of the University. The University reserves the right to inspect deliveries and reject any product that does not conform to quality standards. Any rejected product must be removed from University property and credited per the procedure outlined in the Attribute "Credits & Returns". It is the Contractor's responsibility to contact the USDA and arrange for inspection of items requiring inspection certificates. The cost of inspecting and stamping the required products is the responsibility of the Contractor.

The delivered product must meet the grade at the time of delivery to Ohio University Culinary Services operation. All meats, poultry, prepared meats, meat food products, and meat by-products (as defined in Rules and Regulations of the Department of Agriculture Governing the Grading and Certification of Meats, Prepared Meats, and Meat Products) covered by these specifications must originate from animals which were slaughtered or from product items which were manufactured or processed in establishments regularly operated under the supervision of the Meat & Poultry Inspection Program (MPIP) of the Consumer and Marketing Service (C&MS) of the United States Department of Agriculture *USDA) or under any other system of meat inspection approved by the Consumer and Marketing Service of the USDA.

When products are to be delivered chilled, an official final certificate will be issued by the responsible USDA meat grader to cover all factors and details of the products.

Chilled products are those which, promptly after preparation and in accordance with good commercial practice, are thoroughly chilled (but not frozen or defrosted) to an internal temperature of not higher than 50F. They must be kept at suitable temperatures (32F to 39F) and in excellent condition at the time of delivery.

Frozen products are those that must be promptly and thoroughly frozen in suitable, reasonable, uniform temperatures no higher than 0°F. Products thus frozen must be maintained and delivered in a solidly frozen state. The products must show no evidence of defrosting, refreezing, freezer burn, contamination, or mishandling.

The selected provider(s) should be able to support and deliver the specifications below for each product category. Although these specifications are not mandatory, respondents are encouraged to quote the products that best meet them:

1. Chicken

1. No warehousing
2. Antibiotic and growth hormone-free
3. All vegetarian diet (i.e. not litter fed)
4. Free roaming (i.e. not caged)
5. Local preferred: meaning, raised and slaughtered within 250 miles of the Athens campus or within the State of Ohio

2. Turkey

1. No warehousing
2. Antibiotic and growth hormone-free
3. No saltwater injection
4. Local preferred: meaning, raised and slaughtered within 250 miles of the Athens campus or within the State of Ohio

3. Beef

1. USDA Choice
2. Uniform-sized cuts
3. 81/19 ground beef
4. No pink slime in ground beef
5. Local preferred: meaning, raised and slaughtered within 500 miles of the Athens campus
6. Fat Caps:
 1. Tenderloin < 1/4"
 2. Round Eye < 1/2"
 3. Sirloin Butt < 1"
 4. Steak Ball Tip < 1"
 5. Brisket < 1"
 6. Roast Inside Round < 1"
 7. Prime Rib < 1"

4. Pork

1. USDA Choice
2. Uniform-sized cuts

3. No boar meat
4. 80% lean chops
5. Local preferred: meaning, raised and slaughtered within 500 miles of the Athens campus
6. Fat Caps:
 1. Loin < 1/2"
 2. Butt < 1"
 3. Ribs < 1/2"

5. Fish and Seafood

1. All products shall be packed, labeled, and conform in every respect to the provisions of the U.S. Department of the Interior, and regulations promulgated thereunder.
2. Fresh fish must have skin that is bright and shiny; no loose scales, red inside the gills; firm flesh that bounces back when pressed; bright bulging clear eyes; no strong odors, no slime.
3. Frozen fish must have the typical flavor of the indicated species of fish when cooked; be free of staleness, off flavor, bitterness, or rancidity. Appearance will have no yellowing, blood spots or discoloration. Texture will be firm, slightly resilient but not tough or rubbery, moist but not mushy. There will be no dehydration. Fillet pieces should be of uniform size.
4. Shrimp must be iced.
5. Frozen shellfish will have a flavor and odor characteristic of the species and be free from staleness, off flavors and off odors of any kind. There will be no dehydration. Pieces must be of uniform size. There will be no shell fragments in the cooked state. Product will be firm with no off odor. Pieces will separate easily.
6. Breaded seafood products must contain the appropriate proportions of bread to seafood product specified on the order. Species of seafood will be the variety specified on the order. Breaded seafood products will have: moderate loose breading, ease in separation, uniform size and weight portions, no discoloration, lack of coating defects, no bones, firm fish flesh, and no blood spots or off odor.
7. Product shall be processed in a plant with certified HACCP standards.
8. Whole lobsters shall not be included in this contract.

6 Order & Delivery Schedule

The University requires delivery to the Central Food Facility and any additional locations that may be added during the term of the contract. Normal delivery hours will be from 7am – 10am Monday through Friday. The University will notify the Contractor well in advance of any holiday closures. The Central Food Facility is located at the following address:

Ohio University Central Food Facility
120 South Shafer Street
Athens, OH 45701

Certain categories will require the supplier to be able to deliver to multiple locations/venues. Additionally, certain categories may be required to make multiple deliveries per week.

The University reserves the right to request direct delivery to any venue at no additional charge, regardless of the size of the delivery. Additionally, there shall be no extra charge for deliveries made outside the normal delivery schedule. The University will exercise reasonable judgment when placing small orders or requesting delivery outside of the normal delivery schedule.

The University desires to be notified when an order is going to be delivered late, which is defined as one (1) hour or more past the delivery window. The University will be reimbursed for any overtime pay incurred as a result of the Contractor's late delivery.

The University desires the ability to place orders up to 7 days in advance of delivery to accommodate downtimes during University breaks.

The Contractor shall not set minimum delivery limits by dollar amount or by volume and shall not charge the University for orders below normal size.

Quotations must be F.O.B. Destination. Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete delivery. Fuel surcharges will not be allowed for the duration of the contract

7 Delivery Specifications

Delivery Conditions:

All of the Supplier's facilities and delivery vehicles must conform to local, state and federal rules and regulations regarding sanitation. All facilities and vehicles are subject to inspection by the University or other officials at the discretion of the University. All trucks must be equipped to maintain appropriate temperatures and product segregation. All products shall be maintained at their proper temperature throughout staging, loading, transport and delivery.

The University requires Suppliers to have a Hazard Analysis Critical Control Point (HACCP) plan to ensure that all food safety standards are met throughout all stages of the supply process.

Each Supplier's delivery personnel shall deliver and off load all product to an area designated by the Warehouse Manager or delegated staff. The Supplier shall provide all equipment needed to complete delivery. All unused pallets will be taken away by the delivery personnel at the time of delivery. Delivery personnel will comply with all special off-loading instructions given by the Warehouse Manager or delegated staff.

At the time of delivery, a designated University employee will "check in" the order and verify the accuracy of all quantities and product listed on the invoice. Any deviations or problems noted at the time of delivery will be communicated to the Supplier's delivery personnel who must have the ability to issue and authorize a credit for damaged, mis-picked, unwanted or missing items. Any hidden deviations that are found at a later time will be communicated to the Distributor Sales Representative (DSR) and credits will be issued within 48 hours. Credits must be able to be issued for partial cases.

Product may be refused upon delivery for the reasons set forth in the "Credits & Returns" section of this RFP (Section 10).

Packaging:

All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description, quantity, and purchase order number. Cartons and carriers used to transport products from the Contractor's plant shall be clean and sanitary at all times

Packing Slips:

All charges must be prepaid, and materials must be delivered to the location specified. Merchandise must be accompanied by a delivery slip or packing list, in duplicate, and must include the purchase order number and individual product code number for each item purchased. All deliveries must be received and signed for by the approved Culinary Services Receiving Clerk on duty. Packing slips will be issued separately to each Culinary Service location for products delivered to that particular location.

Substitutions & Shortages:

The University must be notified in advance of any shortages that will occur and the Supplier will work with University staff to plan acceptable substitutions. No substitutions will be made without prior University approval.

All proposed substitutions should have the same pack size as the ordered product whenever possible. If a substitution is approved that costs more than the originally ordered product, the substituted product will be sold to the University at the same price as the originally ordered product. If a substitution is made that costs less than the originally ordered product, the substituted product shall be sold to the University at the lower cost with the normal markup fee applied. All substitutions MUST be noted on the invoice.

If a substitution results in a change in food allergens, then the DSR MUST notify the Culinary Services HACCP Manager immediately so that labeling can be updated.

Delivery Failure:

If the Supplier is unable to make a delivery on a designated day, it is the responsibility of the Supplier to make alternate arrangements to supply the needed product to the University. The Supplier will be responsible for all additional costs incurred.

8 Invoices & Statements

All orders must be accompanied by an itemized invoice that includes: company name, PO number, University account number, product names, vendor item numbers (VINs), unit costs, pack sizes, quantity delivered, quantity ordered, extended cost by line item, and total amount due.

All substitutions and shortages must be clearly noted on the invoice, including any changes in pack size.

The Supplier must have the ability to generate separate invoices for different University operations (e.g., Warehouse/Bakery/Culinary Support Kitchen), even if all product is delivered to the same location.

The University requires that all invoiced amounts reflect cost at the time that the order is placed, NOT cost at the time of delivery. The University will be reimbursed for all discrepancies.

The University is interested in pursuing electronic invoicing (EDI) in the future. It is highly desirable that potential awardees have the capability to provide electronic invoicing that is compatible with Food Pro menu and inventory management software. Bidders are encouraged to propose creative ways to further automate the receipt to invoice process.

The Supplier must provide monthly statements, by location, to the appropriate University personnel. Statements must be broken down by date and include the invoice number and total amount of each invoice, as well as the grand total. The Distributor Sales Representative (DSR) must assist University personnel with statement reconciliation.

9 Credits & Returns

The Supplier must accept returns under the following conditions:

- Products shipped or ordered in error
- Products damaged in shipment
- Products with concealed or latent damage
- Products that are recalled
- Products that do not meet reasonable shelf-life requirements
- Products that do not meet reasonable quality requirements
- Products delivered in unsanitary conditions

It is highly desirable that the Supplier accept returns under the above conditions on ALL product, including special-order and frozen items. The University has a HACCP program in place that ensures that all frozen products are handled and stored appropriately.

All returned items that are not refused at the time of delivery, will be returned to the Supplier within 30 days. Once the University has contacted the Supplier about the need for a return, the Supplier must pick up the product at the next scheduled delivery unless other arrangements are agreed upon by the University. All returned or refunded items MUST be removed by the Supplier; the University will not be responsible for the disposal of items that are damaged, recalled or do not meet reasonable shelf-life requirements. If the Supplier's policies prohibit transportation of an expired, spoiled or recalled item on their normal delivery trucks, then it is the responsibility of the Supplier to make other arrangements to have the product removed from University property at the Supplier's sole expense.

The University expects a full credit to be issued for all returned items that are regularly stocked by the Supplier. Restocking fees should only be applied to special-order items and only when the return is the result of a University error. The University should be notified in advance when a re-stocking fee will apply.

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Customer Service

The Supplier must provide one or more Distributor Sales Representatives (DSR) specifically assigned to the University account.

The responsibilities of the DSR(s) will include, but are not limited to:

- Notifying the appropriate University personnel in advance of any problems with their order (i.e., shortages, late delivery, need for substitutions, etc.)
- Ensure that all substitutions are approved by the University in advance
- Notify the Culinary Services HACCP Manager when a substitution results in a change in food allergens
- Notify the University of any recalls that affect Culinary operations
- Coordinate product sampling as needed
- Find alternatives when a quality issue has been identified
- Coordinate credits and returns
- Coordinate all special, drop-shipment or proprietary orders
- Maintain the University Order Book and price lists and provide to the appropriate University personnel as needed
- Work with University budget analysts to project increases in raw food costs
- Respond to any University inquiries or requests for action in a timely and professional manner

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Quality Assurance

Food quality is of the highest importance to Ohio University Culinary operations and no product will be accepted that does not meet quality standards. At the beginning of the contract, the University anticipates the need for a large amount of can cutting and product testing. The Supplier must provide these samples, and any samples required throughout the duration of the agreement, at no cost to the University. It may be desirable to have some product testing performed at the Supplier's facility.

The University desires that the Supplier have an effective quality control/quality assurance program with well-established procedures to ensure that all quality standards are maintained. All food and beverages must be marked with legible "use by" dates or packing codes – the Supplier must supply the University with any keys required to decipher packing code dates.

The Supplier must work diligently with the University to ensure that all product offerings are up to University standards. If the University is unhappy with a certain product, the Contractor must work quickly to provide alternative product samples. If the University is not satisfied with the alternatives offered, then the University reserves the right to seek alternatives from another vendor.

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Expanded Product & Nutrition Information

Upon request, the Supplier must provide the University with expanded product information. This information includes, but is not limited to: manufacturer name, manufacturer item number, product description, serving size, number of portions per case, whether delivered frozen, refrigerated or shelf stable, storage temperature, shelf life and preparation, cooking and serving suggestions.

The Supplier must provide the University with all requested nutritional information to include, but not limited to: list of ingredients, portion size in grams, calories in Kcal per portion, fat, protein and carbohydrate content in grams per portion, sodium, potassium and phosphorus content in milligrams per portion, whether it meets Child Nutrition (CN) requirements, and manufacturer contact information if needed.

Contract Pricing

All markup shall remain firm throughout the term of the agreement. If the Supplier wishes to request an increase, that request must be submitted in writing to the University by December 1 of the current contract year. The Supplier must supply an explanation and justification with any request for a Fixed Markup Fee increase. If the University chooses to accept the increase, then the new pricing terms will be set forth in the contract renewal letter. If the University does not choose to accept the increase, then the University may choose to re-bid or re-source all or part of the award. No request for a price increase will be entertained after December 1 of the current contract year.

Either party reserves the right to terminate the contract by formal written notice one hundred and eighty (180) days prior to the end date of the current contract period. Either party may request a re-negotiation of the contract if there is a material change in the scope of the award. The University is under no obligation to re-negotiate the terms of this agreement but may exercise the option to do so if it so chooses.

Contract Maintenance – Price Verification & Audits

The University reserves the right to conduct an annual price verification review and/or contract performance audit of the Supplier. Price verification reviews or contract performance audits may be conducted more than once a year if deemed necessary by the University. The University will notify the vendor thirty (30) days in advance of a routine price verification review/ contract performance audit.

The University's purpose in conducting routine price verification reviews is to confirm that amounts invoiced are in accordance with the terms of the contract. Routine price verification reviews will consist of a sampling of items and will be for a period not exceeding six (6) months prior to the audit date. The Supplier must provide information on cost without reservation. The University may expand the audit criteria as it deems necessary.

Upon notification of a required price verification review, the Supplier will be presented with a list of required documentation. This documentation may include, but is not limited to, the following: the original copy of invoices for Supplier purchases from their suppliers, freight bills or support documentation where freight is charged separately, and manufacturer documentation of any applicable off-invoice allowances. If during a price verification review sufficient irregularities are detected to cause concern on the part of the University, additional information may be requested, and the University may expand their inquiries beyond the six (6) month period of the review.

If at any time the University identifies any irregularities in the administration of the contract, or the Supplier has acted in such a way as to give just cause to suspect a violation of the contract, then a price verification review and/or contract performance audit may be conducted with a minimum notice in order to investigate and correct a problem. In this case, the Supplier must allow the University to audit for any period of the contract.

The University expects full restitution of any mistakes found to be in the University's favor during an audit, and that full action is taken to correct any procedures that allowed the mistake to happen. Continued discrepancies could, at the sole option of the University, result in termination of the contract.

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4**Certificate of Insurance**

Supplier shall be required to upload a copy of their Certificate of Insurance to the response attachment portion of this bid and must follow these standards or better:

Service provider shall procure and maintain at its own expense until all of their obligations, including any warranty periods under any awarded contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, employees, or subcontractors a minimum insurance coverage of:

(i) commercial general liability insurance (or equivalent professional liability insurance), including Products and Completed Operations coverage, covering itself and employees in the minimum amounts of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate;

(ii) business auto liability insurance to cover bodily Injury and property damage for any owned, leased, hired and non-owned vehicles used in the performance of the contract with a minimum combined single limit of One Million Dollars (\$1,000,000);

In the event the insurance is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. If such insurance is maintained on an occurrence form basis, Supplier shall maintain insurance for an additional period of one (1) year following termination of Contract. If such insurance is maintained on a claims-made basis, Supplier shall maintain such insurance for an additional period of three (3) years following termination of the Contract and

(vi) to the extent required by law, workers' compensation/employers' liability insurance in the minimum amount of One Million Dollars (\$1,000,000) covering its employees.

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Ohio with an "A.M. Best" rating of not less than A- VII. All policies shall be endorsed to apply on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University. Except for workers' compensation and employers' liability insurance, all policies shall be endorsed to include Ohio University and its governing board, officers, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the Service Provider.

Limits can be met with a combination of primary and/or excess/umbrella coverage or equivalent. Coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of the awarded contract.

1
5**Exceptions or Clarifications to Specifications or Terms**

I am agreeing, on behalf of my firm, to the specifications of this Request for Proposal and any awarded Agreement terms and conditions.

Any exceptions or amendment to the Instructions, Agreement Terms, and/or Specifications as set forth in this document will be explained and included within my proposal as an addendum. I understand these exception requests may not be approved and may result in the inability to award.

☐ Yes, I agree to the Statement

☐ No, I do not agree and have requested exceptions

(Required: Check all that apply)

1
6**Definitions**

A. Laid-in Cost (also called Landed cost) is the manufacturer's invoice cost to the distributor plus any applicable freight charges. The laid-in cost is calculated by taking the last invoice cost charged to the distributor on a manufacturer's invoice, less any product specific allowances, reflected on the invoice, plus applicable freight costs. Cost is not reduced by non-product specific allowances such as cash discounts, freight pick up allowances, label allowances and growth or other performance-based incentive to reach final University net cost.

B. Percent Mark-up is the percentage applied to the laid-in cost to determine the delivered price to the University. This percentage would represent all elements of the contracted price. It would typically consist of the distributor's projected overhead: packaging costs, delivery cost, storage and any other projected expenses associated with the distributor's function and anticipated profit.

1
7**Fixed Percentage Markup Schedule**

Percentage Markup is defined above. Submitting a **fixed** percentage markup by category is required. The purpose of this submission is to establish the standard percent markup to be charged to the University for items in each category. Please note that these percentages must remain firm for the initial term of the agreement. The Supplier may request an increase in any percent markup fees prior to each contract renewal per the guidelines described in Contract Pricing Attribute.

1
8**Fixed Markup Schedule - Chicken**

Please enter percent markup value without % symbol (e.g. enter as 5.1 and it will become 5.1%)

 %

(Optional)

1
9**Fixed Markup Schedule - Turkey**

Please enter percent markup value without % symbol (e.g. enter as 5.1 and it will become 5.1%)

 %

(Optional)

2
0**Fixed Markup Schedule - Beef**

Please enter percent markup value without % symbol (e.g. enter as 5.1 and it will become 5.1%)

 %

(Optional)

2
1**Fixed Markup Schedule - Pork**

Please enter percent markup value without % symbol (e.g. enter as 5.1 and it will become 5.1%)

 %

(Optional)

2
2**Fixed Markup Schedule - Fish**

Please enter percent markup value without % symbol (e.g. enter as 5.1 and it will become 5.1%)

 %

(Optional)

2
3**Fixed Markup Schedule - Seafood**

Please enter percent markup value without % symbol (e.g. enter as 5.1 and it will become 5.1%)

 %

(Optional)

2 Evaluation Criteria

4

Evaluation Criteria

All proposals received from contractors will be reviewed and evaluated by a committee of qualified University personnel. The University intends to accept the proposal which best fulfills the interests of the University from a service, financial, and environmental viewpoint. Proposals will be evaluated according to the following criteria listed here:

The evaluation committee will consider the following criteria when awarding this RFP:

- 1) Responsibility and soundness of the company
- 2) Experience, qualifications, and capability of the company & dedicated personnel
- 3) Ability to provide products & services as required within various specifications
- 4) Economic cost through reasonable markup.

The evaluation committee will consider the responsibility and soundness of the company when determining award. The committee will evaluate the vendor's responsibility based upon the information requested in this RFP, but the University also reserves the right to request additional information from prospective awardees. In order to make this determination of responsibility, the University may request information pertaining to the vendor's financial resources and stability, organizational and operational practices, record of performance, record of integrity and eligibility to receive award under applicable laws and regulations. If the vendor fails to supply the requested information, the University may make a determination of non-responsibility. Vendors that are found to be non-responsible will not be eligible for award.

Selection and award of contract(s) will be made to the supplier whose proposal, in the sole opinion of OHIO University, represents the best overall value to the University.

2 Deadline and Delivery

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Deadline & Delivery

OHIO University will receive proposals through the OHIO University eSourcing Platform (please visit our [Supplier Information](#) webpage for information on the eSourcing Platform) until the due date specified in the Event Details section of the RFP. Firms submitting proposals will be responsible for delivery of the documents via the eSourcing Platform. Any proposal received after the time and date specified, prepared or submitted, may not be eligible for consideration. Respondents are cautioned to write all descriptions and monetary amounts clearly so there is no doubt as to the intent and scope of the proposal. Erasures and other changes in the proposal must bear the signature or initials of the respondent.

Digital Signature must be provided in the Response Submission section of the eSourcing Platform.

Failure to provide this information may result in rejection of the proposal. The University reserves the right to reject any proposal not prepared and submitted according to the provisions herein outlined, and may reject any or all proposals. Any proposal may be withdrawn prior to the proposal due date.

IMPORTANT NOTE: The respondent is cautioned against last minute attempts to meet the due date & time and OHIO University will not be responsible for network outages, failure to register as a respondent, and other related internet malfunctions on the part of the respondent in submitting their bid. The respondent will receive an electronic confirmation of successful submission of the bid. Plan ahead.

2 Questions

6

Formal Questions

All questions are considered formal and may be submitted through the Questions tab in the eSourcing Platform. All responses will be posted to the eSourcing Platform in the Questions tab. Registered respondents will receive email notifications of responses to questions. Please see the Activities section for the deadline for submitting questions.

Period of Agreement

Period of Agreement

1. Initial term: The initial term of the Agreement shall be for approximately three (3) years, with an option to extend as noted below
2. Renewal Options: After the initial term, OHIO University reserves the right to renew the contract for additional one (1) year terms with mutual assent, not to exceed three (3) renewals. Any renewal agreed upon shall occur ninety (90) days prior to expiration of the contract then in force. If extensions are utilized, a formal renewal letter will be executed for each additional year of the agreement.
3. Termination: Either party may terminate this contract after the expiration of sixty (60) days from the effective date of the contract term. Termination may occur by giving the other party one hundred and eighty (180) days prior written notice of intent to terminate; except that any breach of this contract shall be just cause to terminate immediately the contract and any obligations existing thereunder without any prior notice to you.

1. Shortlist: The University reserves the right to shortlist the Respondents on all of the stated criteria. However, The University may determine that shortlisting is not necessary.
2. Interviews: The University reserves the right to conduct interviews with all or some of the Respondents at any point during the evaluation process. However, The University may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.
3. Additional Investigations: The University reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.
4. Prior Experience: Experiences with The University and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.
5. Sustainability: Ohio University is committed to being a steward of our environmental, social and financial resources and, as such, gives preference to bidders who can effectively speak to their commitment to sustainability. The Ohio University Sustainability Plan (found online at www.ohio.edu/sustainability) outlines institutional goals and benchmarks that are expected to be addressed in the successful bidder's submission. In particular, bidders are asked to speak of their values and practices in relationship to local products, fair labor, emission reduction, Conflict Free products, low-or-no Volatile Organic Compounds, recycled content/recyclable products, and energy efficiency.
6. Exceptions To Contract Terms And Specifications: The Respondent shall clearly identify any proposed deviations from the Contract Terms or Specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Respondent's proposal, The University will assume Complete conformance with The University's Contract Terms and Specifications which are included as "Agreement for Services". Respondents who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Director of Procurement or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his/her designee, the contract provisions contained in The University's Request for Proposal shall prevail.
7. Negotiations: The University reserves the right to conduct discussions with Respondents, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, The University will not disclose any information derived from proposals submitted. Once an award is made, proposal documents are public record and will be disclosed upon request (see Additional Terms & Conditions, in the Instructions for Respondents Section, below).

29 Additional Terms & Conditions of Submitting a Proposal

Additional Terms & Conditions of Submitting a Proposal

1. Costs incurred by respondent The respondent, by submitting a proposal, agrees that any cost incurred by the respondent in responding to this RFP, or in support of activities associated with this request, are to be borne by the respondent and may not be billed to the University. The University will incur no obligation or liability whatsoever to anyone by reason of issuance of this RFP, or action by anyone relative thereto.
2. Signature & submission: Proposals must be dated, signed by an official authorized to bind the respondent to the terms of the proposal and submitted to the OHIO University Procurement Services in accordance with the terms and conditions of this RFP.
3. Obtaining clarification: All issues and questions raised in this RFP must be answered in full. Each respondent understands and agrees that it has a duty to inquire about and clarify any RFP issue that the respondent does not fully understand or believes may be interpreted in more than one way. Every attempt will be made to promptly answer all inquiries from each respondent.
4. Freight Terms: If applicable, all prices quoted are to be F.O.B. Destination. Unless clearly stated otherwise by the respondent, prices quoted will include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.
5. No Bid Requirement: If you are unable to submit a proposal, please date and sign the Terms & Conditions sheet, and indicate "NO BID". Give a brief explanation, and return the sheet before the due date.
6. Contractual obligations: The contents of proposals submitted by the successful respondent will be considered contractual obligations upon award.
7. Sales Tax: The University, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax.
8. Formal & Informal RFPs/Proposal opening: This is an informal RFP and will not be read at a public opening. Written requests for proposal results must include the Request for Proposal number and closing date. If the respondent wishes to obtain a copy of the proposal tabulation and/or evaluation form(s) once award is complete, respondent should provide a self-addressed, stamped envelope with the proposal.
9. Proprietary Information: All evaluation documents for proposals are non-proprietary and subject to public disclosure after contract award. All proposal documents and information are subject to public disclosure under Ohio Revised Code Section 149.43. To exempt information provided in the proposal from public disclosure, respondents should identify any and all sections of their proposal they consider trade secrets or proprietary information. In the event of a public document request, the OHIO University Legal Affairs Office will review the sections so identified, and will make the final determination as to the need to disclose. Respondents will be solely responsible for protecting their own trade secret or proprietary information, and will be responsible for all costs associated with protecting this information from disclosure. The University will keep one (1) copy of proposals in accordance with its record retention schedule.
10. Use of OHIO University's Name: No Supplier providing proposals, products or services to the University will appropriate or make use of OHIO University's name or other identifying marks or property in its advertising without prior written consent of OHIO University.
11. Gratuities and gifts: Gratuities are not acceptable. OHIO University, by written notice to Respondent, may immediately reject any proposal, or cancel any contract that results from this RFP, if the University finds that gratuities were given or offered. Gratuities are defined as gifts, entertainment, or any other compensation offered or given by the Respondent, or any agent or representative of the Respondent, to an OHIO University officer or employee, in an effort to secure an award or preferential treatment.

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Accessible Experience

Accessible Experience

Ohio University is committed to providing an accessible, usable, and integrated experience for people with all abilities. Should any Vendor require reasonable accommodation in the process of submitting a proposal, requests should be directed to the Office for University Accessibility at 740-593-2620. Requests should be made in a timely manner as a late request for accommodation will not result in an extension of the proposal deadline.

Per University Policy 04.001, it is the University's expectation that information technology be accessible to people with disabilities, including those who use assistive technologies, whether the IT product is designed, developed or purchased from a third-party. Accessibility generally enhances usability for all users. Thus, by supporting IT accessibility, Ohio University helps ensure that as broad a population as possible will have access to, benefit from, and contribute to its digital information and services.

In order to support an accessible experience, the following criteria apply to this RFP:

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ADA

In submitting a proposal, Respondent certifies that the programs, services, and activities provided to the general public under the resulting contract conform to the Americans with Disabilities Act of 1990, as amended, and the Rehabilitation Act of 1973 and the regulations issued there under by the federal government.

☐ I acknowledge conformance to laws and regulations

(Optional: Check if applicable)

3
2

ADA

Respondent acknowledges and understands that if applicable, its programs, services, and activities are being licensed by the Customer to be provided to its students. Respondent acknowledges and understands that as a public institution of higher education that receives federal funding, the Customer is required to comply with the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. and Section 504 of the Rehabilitation Act 29 USC 701 et. Seq. Respondent agrees that its software will comply with the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. and Section 504 of the Rehabilitation Act, 29 USC 701 et seq. as those laws apply to Customer. Respondent agrees that programs, services, and activities provided will be accessible to individuals with disabilities and will meet current Web Content Accessibility Guidelines. Respondent agrees that failure to provide an accessible product is a breach of Agreement.

☐ I acknowledge conformance to laws and regulations

(Optional: Check if applicable)

3
3

ADA

Respondent agrees to provide evidence of compliance with the aforementioned requirements before any agreement becomes effective and any other time upon reasonable request from the university. In the event that information technology provided under an agreement does not fully comply with the standards as set forth above, Respondent will promptly advise the university in writing of the noncompliance and provide detailed information regarding the remediation plan. Respondent agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Failure to comply with these accessibility standards shall constitute a breach of agreement.

☐ I acknowledge process and responsibilities

(Optional: Check if applicable)

3
4**Company Name and Address**

For purpose of sending a Purchase Order

(Required: Maximum 500 characters allowed)

3
5**Fax Number for Ordering**ext:

(Optional)

3
6**Website Address**

(Optional: Enter URL)

3
7**Proposal Prices are valid for**

(e.g. "120 days", a minimum of 60 days is preferred)

(Required: Maximum 1000 characters allowed)

3
8**FOB point**☐ Destination ☐ Origin

(Required: Check only one)

3
9**Payment Terms**

The University's standard payment terms are Net 30 from the date of the invoice

☐ Net 30 ☐ Net 45 ☐ Net 60 ☐ Other

(Required: Check only one)

4
0**Representative Name**

(Required: Maximum 500 characters allowed)

4
1**Representative Phone**ext:

(Required)

4
2**Representative Email Address**

(Optional: Email address)

4 3	Is Respondent's firm a certified Minority Business Enterprise in the State of Ohio? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(Optional: Check only one)</i>
4 4	Is Respondent's firm a certified EDGE Supplier in the State of Ohio? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(Optional: Check only one)</i>
4 5	Is Respondent's firm a certified Disadvantaged Business Enterprise? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(Optional: Check only one)</i>
4 6	References Provide a minimum of 3 and a maximum of 6 references in your proposal. They should ideally be similar to OHIO University - i.e., mid to large size state-funded institutions of higher learning, who have contracted with the respondent for the same services and/or products. If such references are not available, list references which match as closely as possible.
4 7	Reference #1 Company Name Address Contract Name Phone Email Address <i>(Required: Maximum 1000 characters allowed)</i>
4 8	Reference #2 Company Name Address Contract Name Phone Email Address <i>(Required: Maximum 1000 characters allowed)</i>
4 9	Reference #3 Company Name Address Contract Name Phone Email Address <i>(Required: Maximum 1000 characters allowed)</i>

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature