INVITATION TO BID BY

REVERSE AUCTION

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

QUALIFICATION SUMMARY

The Original Signed Qualification Summary must be submitted in a sealed envelope to the Office of Procurement Services to receive consideration to participate in the on-line auction.

QUALIFICATION SUMMARY NUMBER: SA901210

QUALIFICATION SUMMARY DUE DATE (1:00 P.M.)`: APRIL 19, 2010

General Services Division
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

Attn: Bid Desk

REQ./INDEX NO.: DMH005F

QUALIFICATION SUMMARY NOTICE DATE: APRIL 7, 2010

BIDDER NAME	
STREET ADDRESS	☐ **Check if remit address is different and list on separate sheet**
CITY	STATE / ZIP
COUNTY	MBE/EDGE CERTIFICATE NUMBER
TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
CONTACT PERSON	FAX NO. ( )
CONTRACTOR'S E-MAIL ADDRESS	

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): DEPARTMENT OF MENTAL HEALTH, CENTRAL WAREHOUSE, 3201 ALBERTA ST., COLUMBUS, OH 43204

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

MACARONI AND NOODLE PRODUCTS

TERM OF CONTRACT: This Qualification Summary 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 May 1, 2010 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire April 30, 2013 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the 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.

By submitting this Qualification Summary 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.

INSTRUCTIONS TO BIDDERS AND REVERSE AUCTION CONTRACT TERMS AND CONDITIONS, Revised 10-01-07, are a part of this Qualification Summary. Copies may be downloaded by clicking on this link: Instructions: Instructions to Bidders for Reverse Auction, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. (All prior versions of Instructions to Bidder, Contract Terms and Conditions are null and void.

Any questions or clarifications regarding this Qualification Summary 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 received at the Office of Procurement Services by 1:00 p.m. on the above listed due date to receive consideration to participate in the Reverse Auction event. Facsimile or electronic copies are not acceptable. The Qualification Summary must be submitted in a sealed envelope with the Reverse Auction number clearly listed on the exterior of the envelope. It is requested that the Bidder NOT sign Qualification Summary bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its Qualification Summary, that the information provided by it in its Qualification Summary, 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 by Reverse Auction and agrees to fulfill the requirements of any awarded contract at the prices bid. The sealed Qualification Summary will be publicly opened and certified by a representative of the Auditor of State on the above listed due date. Responses received after the above due date and time will not be considered.

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"]

1. 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)

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)

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):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.

   ☐ Yes (Go to C) ☐ No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio. ☐ Yes (Answer a, b, c, d below) ☐ No (Go to B-3)

   a) Bidder has paid the required taxes due the state of Ohio ☐ Yes ☐ No

   b) 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/

   c) Bidder has ten or more employees based in Ohio or border state. ☐ Yes ☐ No (Go to B-2d)

   d) Bidder has seventy-five percent or more employees based in Ohio or border state. ☐ Yes ☐ No (Go to B-3)

3. Border state bidder:

   ☐ Yes (Specify which state then go to B-2c): ☐ KY ☐ MI ☐ NY ☐ PA ☐ IN) ☐ No (Go to B-4)

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:

1. review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
2. 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.

NOTICE: This Invitation to Bid will be conducted by Reverse Auction. Bidders should carefully read Instructions to Bidders for Reverse Auction and Contract Terms and Conditions, through the link on page 1 of this Invitation to Bid prior to proceeding. The responses received will be for submission of documentation only, to pre-qualify bidders to participate in a Reverse Auction. The Reverse Auction will tentatively be held on April 26, 2010. Time frames will be determined and stated in the actual invitation to the reverse auction. The reverse auction platform will be available for placeholder bids as stated in the invitation issued by HedgeHog Inc. to qualified bidders. Products offered in this Qualification Summary will be the same products bid upon during the Reverse Auction and the same products supplied, upon award of any ensuing contract. This Qualification Summary does not require submission of pricing at this time. Prospective bidders shall indicate in the spaces provided on the Required Item Identification page (page 7), the items they intend to bid during the reverse auction by indicating the Manufacturer, Brand Name, Product Code Number, Packing And Case Pack and Dimension information in the columns provided. Bidders can only offer one (1) price per line item during the reverse auction. Bidders can only be qualified to offer one (1) product for each line item. Bidders should expect samples to be requested immediately following the reverse auction event. Samples may be requested before the reverse auction event. Ingredient list, technical data, product labels and an authorized dealer statement for the products from the manufacturer will be required during the Reverse Auction Qualification Summary evaluation.

This ITB has three (3) distinctive parts:

a. The submission and evaluation of the Invitation to Bid by Reverse Auction Qualification Summary.

b. The submission of pricing by reverse auction for qualified bidders. Per pound price, delivered FOB Destination Prepaid, will be the price required to be entered during the reverse auction.

c. Contract award evaluation that may include product sampling.

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

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within twenty one (21) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

MINIMUM ORDER: The minimum quantity of any order placed against a contract awarded pursuant to this bid shall be one (1) truckload of assorted types of macaroni and noodle products, delivered FOB destination prepaid.

AUTHORIZED DEALER STATEMENT: Bidders responding to this Invitation to Bid must be authorized dealers or manufacturers of the products they are bidding. Bidders should submit, with the bid, certification attesting to the fact they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized manufacturer's representative. If not provided with the bid response bidder will be required to provide the said certification within three (3) calendar days, after notification, to the Office of Procurement Services. Failure to provide the certification with the bid or within the stated time period will result in the bidder being deemed as not responsive.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. The literature will be used in the Reverse Auction Qualification Summary to determine compliance with the specifications. The literature shall provide ingredient information and technical data for verification of compliance with the specifications. If not provided as part of the Bid response, the Bidder must provide said literature within three (3) 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 (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 either as part of their Bid response or within the time specified herein will deem the Bidder not responsive.

PRODUCT SAMPLES: Samples may be requested from one or more bidders during the evaluation period of the Reverse Auction Qualification Summary response, or during the evaluation period after the Reverse Auction event. A sample shall consist of two (2) cases of each pasta type specified herein. Parcels containing samples are to be clearly labeled with the bidder's company name, the bid number, and the bid opening date. The product sample should be labeled in accordance with the information provided by the bidder on the bid response as to processor (manufacturer), brand name, and product code number. Sample submitted shall be the same product offered on the bidder's bid response and the same product delivered, if bidder should receive an award. Samples shall be sent to the Food Service Section, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, Attn: Mr. Steve Knight (614) 752-0026, Ext. 21.

Bidders shall submit samples only upon request. Only one (the first) shipment of samples submitted by a bidder for an ITB will be evaluated. Failure to supply samples during the evaluation period, within seven (7) calendar days of the request from the Office of Procurement Services shall deem your bid not responsive. There will be a taste test of the sample to determine acceptability. Awards will be based on product compliance with specifications, and determined by the Food Service Section to be equal in all material respects to the product referenced in this Invitation to Bid, and test results as to texture, consistency, odor, color, taste, etc. Samples may also be submitted to the United States Department of Agriculture, Ohio Department of Agriculture or independent private laboratory for analysis, prior to award. 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 multiply the estimated annual usage of each item by its corresponding price per pound, and then add these totals together to determine a low lot total. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. 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. Price per case for each item will be the awarded price on the final contract. Price per case will be determined by multiplying the per pound price entered during the reverse auction times the case pack stated on the qualification summary. Failure to bid all items may result in the bidder being deemed not responsive.

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: http://www.cfsan.fda.gov/~furls/ovffreg.html When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

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

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to the provisions of Article 6, “Contract Terms and Conditions”.

USAGE REPORTS**:** Every six (6) 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.

SPECIFICATION

I. SCOPE AND CLASSIFICATION

A. Scope: The purpose of this bid is to obtain a contractor to provide elbow macaroni, rotini, spaghetti and egg noodles. All products shall be delivered to the Department of Mental Health, Central Warehouse for use in state institutions. The term of any contract issued pursuant to this Invitation to Bid shall be for a period of three (3) years, from May 1, 2010 to April 30, 2013.

B. Classification

1. Pasta

a. Macaroni, Elbow Form, Enriched, Type I
b. Rotini, Type V, Style A, (Regular)
c. Spaghetti, Long Form, Type VI
d. Egg Noodles, Type I

II. APPLICABLE DOCUMENTS

A. Commercial Item Description (CID) A-A-20062E, dated January 6, 2009, and latest amendments thereof http://www.ams.usda.gov/AMSv1.0/getfile?dDocName=STELDEV3006577
B. Commercial Item Description (CID) A-A-20063C, dated June 3, 1997, and latest amendments thereof http://www.ams.usda.gov/AMSv1.0/getfile?dDocName=stelprdc5075076

III. PRODUCT REQUIREMENTS

A. Product Description

1. Macaroni, Elbow Form; Rotini; Spaghetti, Long Form

a. Product shall be in accordance with CID A-A-20062E.
b. The ingredients used in the enriched pasta products shall be durum wheat semolina and water. Product shall be enriched with folic acid and in accordance with the requirements as specified in the U.S. Standard of Identity for Enriched Macaroni Products, 21CFR139.115.
c. The appearance of the pasta products shall not be materially affected by an aggregate of black specs that are larger than 1/32 inch in diameter.
d. Pasta shall be manufactured not more than 45 days prior to delivery.
e. Cooked product shall not break up during cooking and shall not adhere in a mass that cannot be separated with a fork. Shall have a characteristic color, flavor and odor. Shall be free from objectionable (rancid, musty, bitter, sour) flavor and odor. Texture shall possess a firm, but tender, not mushy or sticky texture.
f. Product shall meet all analytical requirements and be sampled according to the Official Methods of Analysis of the AOAC International.
g. Macaroni, Elbow Form shall be a minimum of ½" in length.

2. Egg Noodles

a. Product shall be manufactured in accordance with CID A-A-20063C. Product shall be made with whole eggs. Ingredients list shall be on all cases and shall show "whole eggs" or "whole egg solids."
b. The ingredients used in the enriched pasta products shall be durum flour or semolina or combinations thereof, egg products and water. Product shall be enriched with folic acid and manufactured in accordance with the requirements as specified in the U.S. Standard of Identity for Enriched Macaroni Products, 21CFR139.115.
c. Egg products used in enriched egg noodles shall be processed under continuous U.S. Department of Agriculture (USDA) inspection in accordance with USDA Regulations Governing the Inspection of Eggs and Egg Products, 7CFR, Part 59.

2. Egg Noodles (Continued)

   d. Noodles shall be dried ribbon-shaped.
   e. The appearance of the pasta products shall not be materially affected by an aggregate of black specs that are larger than 1/32 inch in diameter.
   f. Pasta shall be manufactured not more than 45 days prior to delivery.
   g. Cooked product shall not break up during cooking and shall not adhere in a mass that cannot be separated with a fork. Shall have a characteristic color, flavor and odor. Shall be free from objectionable (rancid, musty, bitter, sour) flavor and odor. Texture shall possess a firm, but tender, not mushy or sticky texture.
   h. Product shall meet all analytical requirements and be sampled according to the Official Methods of Analysis of the AOAC International.

B. Quality Assurance

1. The pasta products provided shall meet the characteristics of the Commercial Item Descriptions, conform to the producer's specifications, standards, and quality assurance practices and be the same pasta products offered for sale in the commercial market. The State reserves the right to require proof of such conformance.

2. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the state or the state's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505 or 512 of the Act, be introduced into interstate commerce.

C. Packaging

1. Case Pack
   a. Macaroni, Elbow Form, Enriched, 1/20 lb., 2/10 lb., or 4/5 lb. per carton in sealed poly-bag – master carton must be filled to capacity; or 1/10 lb. or 2/5 lb. per carton in sealed poly-bag – master carton must be filled to capacity. Bag to be heat-sealed, twist tied or completely folded over. Master carton of 20 lb. or 10 lb. will be acceptable. No alternate packs are acceptable.
   b. Rotini, 1/20 lb., 2/10 lb., or 4/5 lb. per carton in sealed poly-bag – master carton must be filled to capacity; or 1/10 lb. or 2/5 lb. per carton in sealed poly-bag – master carton must be filled to capacity. Bag to be heat-sealed, twist tied or completely folded over. Master carton of 20 lb. or 10 lb. will be acceptable. No alternate packs are acceptable.
   c. Spaghetti, Long Form, 1/20 lb., 2/10 lb., or 4/5 lb. poly-bags with closure accomplished by heat seal, twist tie or use of suitable tape. Poly-bag(s) are to be packed in a snug-fitting carton. No alternate packs are acceptable.
   d. Egg Noodles, Enriched, 1/10 lb. or 2/5 lb. per carton in sealed poly-bag – master carton must be filled to capacity. Bag to be heat-sealed, twist tied or completely folded over. No alternate packs are acceptable.

2. General: All cases/containers must be clean and free of defects and damage at time of delivery.

D. Labeling: All containers must bear a label as approved by the applicable federal regulatory agency (United States Department of Agriculture, Food Safety and Inspection Service or the Department of Health and Human Services, Food and Drug Administration) and meeting applicable laws, rules and regulations. Label shall include an ingredients list.

E. Palletization: All shipments are to be palletized. Contractors shall furnish commodity palletized on 40" x 48" 4-way (GMA) pallets. Pallets shall not exceed two thousand five hundred (2,500) lbs. Pallets of equal value will be exchanged at the time of delivery only.

F. Delivery

1. Truckload shipments will be received Monday through Friday (with the exception of state holidays). Appointment is necessary and must be made prior to loading for shipment. For delivery appointment, call (614) 752-0026, Ext. 10.

2. Deliveries will not be accepted in the month prior to the requested delivery date, unless prior approval has been granted. Please contact Central Warehouse, Mr. Steve Knight at (614) 752-0026, Ext. 21, for prior approval.

REQUIRED ITEM IDENTIFICATION

PRODUCT TO BE BID DURING REVERSE AUCTION: Successfully qualified bidders will be required to provide the products stated below in the event of a contract award. Pricing submitted during the subsequent reverse auction shall not contain a pound price of 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. Price is to be FOB destination prepaid, delivered to the Department of Mental Health, Central Warehouse, 3201 Alberta St., Columbus, OH 43204, packed in specified cases. Failure to submit information for all items may result in the bidder being deemed not responsive. Failure to submit pricing for all items during the subsequent reverse auction will result in the bidder being deemed not responsive.

ITEM ID NO.	DESCRIPTION	EST. ANNUAL USAGE (POUNDS)	MANUFACTURER	BRAND	PRODUCT CODE NO.	PACKAGING AND CASE PACK*
8344	Macaroni, Elbow Form	250,000 lbs				lbs/cs
8345	Rotini	220,000 lbs				lbs/cs
2896	Spaghetti, Long Form	240,000 lbs				lbs/cs
2895	Egg Noodles	300,000 lbs				lbs/cs

Required Product Dimensions:

Macaroni, Elbow Form: Length _____ Diameter _____ Thickness _____
C.I.D. Type I (L 1/4" – 1 ½" / D 0.110" - 0.270" / T 0.030" – 0.050")
NOTE: This ITB requires a minimum length (L) of ½".

Rotini: Length _____ Diameter _____ Thickness _____
C.I.D. Type V (L 1"- 1 3/4" / D 0.330 -0.550" / T 0.030" – 0.060")

Spaghetti, Long Form: Length _____ Diameter _____
C.I.D. Type VI (L 8 1/2" – 11" / D 0.060" -0.110")

Egg Noodles: Width _____ Thickness _____ Length _____
C.I.D Type I (W 1/4" +- 1/16'/ T 0.030 +-.006" / L 2 ¾" +- ¾")

Reference:
Commercial Item Description (CID) for Pasta http://www.ams.usda.gov/AMSv1.0/getfile?dDocName=STELDEV3006577
Commercial Item Description (CID) for Egg Noodles http://www.ams.usda.gov/AMSv1.0/getfile?dDocName=stelprdc5075076

NOTE: Bidders should submit an ingredient list, product label and technical data for each product with their response.

* Case packs must comply with the specifications as stated on page 6, C.

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.

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.

BID SUBMISSION CHECK-OFF LIST

Submitted		Required
	Required with the Bid Response	
_____	Bid Cover Page, Signed in Blue Ink (Page 1)	Yes
_____	Required Certification for Bidding (Page 2)	Yes
_____	Disclosure of Subcontractors/Joint Ventures (Page 8)	Yes
_____	REQUIRED ITEM IDENTIFICATION Page (Page 7)	Yes
	Required During the Bid Evaluation Process	
_____	Samples (page 4, 7 days after requested) {UPON REQUEST ONLY}	Yes
_____	Ingredients List, Product Labels and Technical Data (page 3, Descriptive Literature, 3 days after requested) {Should be submitted with the response}	Yes
_____	Authorized Dealer Statement (page 3, 3 days after requested) {Should be submitted with the response}	Yes
_____	Affirmative Action Verification Form (V. – I.) Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website http://business.ohio.gov/efiling/. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx	Yes
_____	DMA Form (see Page 2)	Yes
_____	Workers' Compensation Requirement (S-12)	Yes
_____	Insurance Requirements (S-13)	Yes

This checklist is provided solely for the Bidder's benefit. Submission of the mandatory/required materials does not guarantee that the Bidder will be deemed compliant with all of the specifications and requirements as stated in this Bid. Completing this checklist does not absolve the Bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this Bid.

NOTES

Role of HedgeHog Inc.

HedgeHog Inc. has been contracted to host and manage the Online Reverse Auction event via the OhioDAS ProcurePort at https://ohiodas.hedgehog.com

HedgeHog Inc. will manage all services to support this online event including:

- Reception of all bidders registering on the OhioDAS ProcurePort (https://ohiodas.hedgehog.com) in order to participate in the Online Reverse Auction event.
- Contact qualified bidders regarding their participation in the online bidding event based on specific state of Ohio DAS ProcurePort requirements.
- Answer all questions relating to the online bidding process and bidding platform.
- Train invited bidders, in advance of the scheduled live online Reverse Auction event, on using the bid platform through a demonstration (mock) open event.
- Conduct the live online event in accordance with the requirements specified in this document.
- Provide final bid reports to the state of Ohio DAS at the conclusion of the live online reverse auction event.
- HedgeHog, Inc Contact Information: M-F 8:30 AM to 5:00 PM EST _ 1-800-208-2335 / helpdesk@hedgehog.com (24/7)

Schedule (Tentative)

April 16, 2010 _ SA900410 Invitation to Bid by Reverse Auction Qualification Summary opens per page 1.

April 20, 2010 _ Qualified Bidders Notified / HedgeHog Inc. Notified of Qualified Bidders

April 21 - 23, 2009 _ Qualified Bidders Registered and Trained by HedgeHog Inc.

April 23, 2010 _ Invitation to Live Auction Issued to Qualified Bidders by HedgeHog Inc.

April 26, 2010 _ Live Reverse Auction conducted.

May 4, 2010 _ Completion of sample process, if required.

May 5, 2010 _ Contract Award, per page 1.