

INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>OT904010</u>	OPENING DATE (1:00 p.m.) <u>OCTOBER 26, 2009</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTRY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. DOH017	BID NOTICE DATE SEPTEMBER 29, 2009	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): LIMITED TO OHIO DOH/WIC; INDIANA AND WISCONSIN WIC PROGRAMS; AND OTHER STATE WIC PROGRAMS AUTHORIZED BY THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO)			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>WIC INFANT FOODS REBATE PROGRAM</p> <p><u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>02/01/10</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>01/31/13</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.</p> <p><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u>, Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	
		DATE	

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to **"Excepted Products"**]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____ (State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://das.ohio.gov/Eod/Edge/Index.htm>

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

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SPECIAL CONTRACT TERMS AND CONDITIONS

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

INVALIDITY OF A PARAGRAPH: Each paragraph of any Contract awarded pursuant to this Bid is an independent paragraph. The holding of any paragraph or part thereof to be unconstitutional, void, or legally ineffective for any reason does not affect the validity or effectiveness of any other paragraph or part thereof. The remainder of any Contract awarded pursuant to this Bid shall remain fully enforceable.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid Number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable, alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response. The State will require the Bidder to retract any intolerable exceptions in order to remain in consideration for award.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid Response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid Response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the Bid Response will be immediately disqualified with no further consideration.

For specific submission requirements, Bidders should refer to Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the Bid Response. Some submissions do not become mandatory until requested during the Bid evaluation period.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DESCRIPTIVE LITERATURE: The Bidder shall submit, as part of their Bid Response, descriptive literature of the infant foods being offered. The descriptive literature is to include the price list(s) in effect at the time of Bid submission and upon which the Bid Response is based. The descriptive literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any Contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature as part of their Bid Response will deem the Bidder not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS

PRODUCT SAMPLES: The Bidder(s) may be required to submit samples of the infant foods being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not included as part of their Bid Response, the Bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the Bidder being deemed not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will evaluate the Bid in accordance with WIC Program Regulations. The Bidder must submit a rebate proposal for each category (two categories: 1) fruits & vegetables; 2) meat & poultry) of WIC eligible infant food products. The Contract shall be awarded to the responsive Bidder offering the lowest total monthly net price.

To determine the lowest total monthly net cost per ounce, the State will utilize the following procedure: On the Bid Price Page, the Bidder will submit a price for the container size that reflects the lowest* wholesale cost per ounce for each variety of infant foods being offered, as documented by the nationally published Commercial Wholesale Price List as of the Bid opening date. The Bidder will also submit the rebate amount per ounce for each infant food category being offered.

For each category of infant foods offered, the State will subtract the Rebate Amount Per Ounce from the Wholesale Price Per Ounce to obtain the net cost per ounce. The net cost per ounce for each category of infant foods offered will be multiplied by the Average Total Monthly Ounces for each line item. This will determine the lowest total monthly net price.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder meeting all Bid specifications and requirements listed herein offering the lowest total Monthly Net Price of infant foods to the participating states. Only those Bids meeting the requirements specified in this Bid will be considered for award. Any Bidder deviating from the intent of this Bid will be considered not responsive.

For purposes of this Contract, any authorized brand of infant foods for which the Bidder submits a rebate Bid will be considered a contract brand infant food. The State WIC Agency provides no guarantee of the quantity of infant foods that will be used under a Contract awarded pursuant to this Bid.

SUBCONTRACTING: The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted unless approved by the State. On a per project basis, the Contractor shall clearly identify which requirements are subcontracted and identify the subcontracting company, corporation, etc., and responsible business contacts therein. No Contractor shall engage a Subcontractor for work on this Contract without the prior written approval of the State.

INCURRED COSTS: The State is not liable for any costs incurred by the Bidder prior to issuing of a contract and following termination of a contract.

ESCALATOR CLAUSE: Any increase or decrease in the lowest nationally published Commercial Wholesale Price List of a particular infant foods awarded on Contract pursuant to this Bid after the published Bid opening date, or during the term of any pursuant Contract, shall result in a cent-for-cent adjustment in the rebate amount per ounce of that infant food to ensure the net price per ounce of that infant food is equivalent to the net price obtained in this Bid. The adjustment to the rebate amount shall be effective for Food Instruments with the first day of use during the month following the month for which the price change was effective. The Office of Procurement Services shall be notified by the Contractor, in writing, at least forty-five (45) calendar days in advance of any change in the wholesale price of the infant food. Notification shall consist of a letter to the Office of Procurement Services announcing the price(s) to be changed and shall be accompanied by a copy of the new wholesale price list. In the event that the Contractor fails to provide at least forty-five (45) calendar days notice of a price increase, the State will take the rebate adjustment at the effective date price increase.

*Changed from highest to lowest by Addendum 2 dated 10/23/09.

SPECIAL CONTRACT TERMS AND CONDITIONS

CANCELLATION AND TERMINATION: Any Contract awarded pursuant to this Bid may be terminated by either party upon at least one hundred and eighty (180) days advance written notice to the other party, subject to the following limitations. The Contractor shall not terminate any Contract awarded pursuant to this Bid prior to June 30, 2012. Failure to provide services in accordance with the requirements of any Contract awarded pursuant to this Bid may be cause for immediate termination by the State WIC Agency. In this case, the State WIC Agency agrees to provide at least thirty (30) days written notice to the Contractor to resolve the problem. Satisfactory resolution of the problem shall be determined by the State WIC Agency. In its notice, the State WIC Agency will specify what "satisfactory resolution of the problem" means.

Failure of the State WIC Agency to insist on strict performance on any Contract awarded pursuant to this Bid or to terminate any Contract awarded pursuant to this Bid after giving the Contractor the opportunity to resolve problems does not waive the State WIC Agency's right to insist on subsequent strict performance. In addition, any Contract awarded pursuant to this Bid shall automatically terminate under the circumstances specified in the following paragraph (Liquidated Damages). Notice of written cancellation or termination must be sent to the State WIC Agency or the Contractor by certified mail, return receipt requested or delivered in person, with proof of delivery.

LIQUIDATED DAMAGES: In the event that the Contractor fails or refuses to provide services as agreed in any Contract awarded pursuant to this Bid or terminates any Contract awarded pursuant to this Bid at any time during the term of the Contract or any extension of the Contract, the Contractor shall pay to the State WIC Agency monthly payments equal to the rebate amount the State WIC Agency would receive to maintain the net price per ounce of contract brand infant foods established pursuant to this Bid, as if the Contract were still in effect. The Contractor shall continue to make such payments each month until the date the Contract or extension to the Contract has been scheduled by the State WIC Agency to expire as provided herein, or until the State WIC Agency has executed a Contract with another Contractor to provide substantially the same services as named in any Contract awarded pursuant to this Bid and the term of such Contract has commenced, whichever is sooner. Payments by the Contractor pursuant to this term shall be made in accordance with Section III, Item C

Payments by the Contractor shall be liquidated damages and not a penalty, and shall enable the State WIC Agency to continue to provide contract brand infant foods to its then-current caseload of WIC participants within the funding amount appropriated to the State WIC Agency for that purpose.

The State WIC Agency shall make its best efforts to mitigate the liquidated damages obligation of the Contractor by securing another Contractor to provide substantially the same services as named in any Contract awarded pursuant to this Bid. It is estimated to require three (3) to five (5) months from the date the Contractor ceases provision of services to the date another Contractor commences provision of services. This section does not apply to disputed invoices.

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/~furl/ovffreg.html>

When applicable, by signature affixed on Page 1, the Bidder, or their supplier, certifies that they comply with this requirement.

SPECIAL CONTRACT TERMS AND CONDITIONS

INSURANCE RENEWAL DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverage required by this Contract. As applicable, the documents must include a current Workers' Compensation Certificate and an Acord Certificate of all applicable insurance coverage and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per Article S-14 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Jacobs.

DMA RENEWAL DOCUMENT: Within thirty (30) days of the annual anniversary date of the Contract inception, the Contractor must submit an updated copy of the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form. This form is available at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf. The Terrorist Exclusion List is available at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf. In addition, the Contractor must annually update their registration with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>.

Failure to maintain a current, compliant certificate will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Jacobs.

AA/EEO RENEWAL DOCUMENT: Within thirty (30) days of the annual anniversary date of the initial plan acceptance date by EEO, the Contractor must submit an updated copy of their Affirmative Action Program Verification Form from the DAS Equal Opportunity Division. The application form is available at <http://www.das.ohio.gov/Eod/AAEEO.htm>.

Failure to maintain a current certificate in compliance with all State and Federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive orders will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Jacobs.

ADDITIONAL TERMS AND CONDITIONS: Included as attachments to this Bid are four (4) documents that present the Standard Terms and Conditions and the Rebate Procedures specific to Indiana and Wisconsin.

USE OF WIC LOGO AND NAME: The WIC acronym and the WIC logo are registered service marks of the United States Department of Agriculture ("USDA") and may not be used by the vendor in a way that will likely cause confusion in regard to their involvement with the WIC program. Vendors may not use in the official name in which the vendor is registered or in the name under which it does business the WIC acronym or a similar acronym or logo that would give the impression that the business is affiliated with or sponsored by the WIC program.

SPECIFICATIONS AND REQUIREMENTS
FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO, INDIANA, AND WISCONSIN

I. SCOPE AND CLASSIFICATION

A. Scope

The Federal Government requires states to examine cost containment measures in the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program). The purpose of this Bid is to secure a rebate contract for authorized infant foods (fruits, vegetable, meats, and poultry). The infant foods offered by the Contractor shall be designated to be Ohio, Indiana, and Wisconsin's contract brand infant foods, thereby establishing a Sole Source Rebate System.

This Bid/Contract is designated as a Cooperative Contract under the participation guidelines established by the National Association of State Procurement Officials (NASPO). Other states may join this Contract as Cooperative participants, if authorized by NASPO.

B. Classification

1. Contractor shall provide a rebate for all authorized infant foods (fruits & vegetables, meats & poultry) redeemed by WIC retail vendors.
2. Any other infant food produced by the Contractor and authorized by the State WIC Agency during the contract including any extensions shall receive rebate.

II. DEFINITIONS

- A. "Alternate Shoppers" are individuals designated by the participants to transact Food Instruments on behalf of the participant.
- B. "Contract Brand Infant Foods" means all authorized infant foods (fruits & vegetables, meats & poultry) produced by the manufacturer awarded the infant food cost containment rebate contract.
- C. "Food Instruments", "WIC Program Food Instruments" or WIC coupons are documents that may be exchanged/used by a participant or alternate shopper for authorized foods and contract brand specific infant foods at a WIC retail vendor location.
- D. "Participants" are eligible individuals who are receiving Food Instruments under the WIC Program.
- E. "Redeemed" means the transacted Food Instrument submitted by the WIC retail vendor for payment.
- F. "State WIC Agency" means the Indiana State Department of Health, the Ohio Department of Health, and the Wisconsin Department of Health Services.
- G. "Valid period" is the duration of time that a Food Instrument may properly be exchanged by a participant for authorized foods.
- H. "WIC retail vendors" are authorized by the State WIC Agency to exchange Food Instruments for WIC authorized foods.

SPECIFICATIONS AND REQUIREMENTS
FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO, INDIANA, AND WISCONSIN

III. PROGRAM REQUIREMENTS

A. Infant Food

1. Infant food shall be manufactured under and comply with all applicable provisions of the Federal Food, Drug and Cosmetic Act, as amended, and all regulations promulgated there under.
2. Infant fruits and vegetables shall be sold at the retail level in accordance with authorized commercial wholesale pricelist. Ohio & Indiana are currently sold in 4 ounce containers and Wisconsin in 3.5 ounce containers. Not allowed: added sugars, starches (e.g., cereal), salt or meat; added DHA/ARA; or baby food desserts (e.g., peach cobbler or tutti frutti)
3. Infant meat and poultry shall be sold at the retail level in 2.5 ounce containers, strained with gravy or broth only. Not allowed: added sugars or salt; added DHA/ARA; infant food combinations (e.g., chicken and green beans), or dinners (e.g., spaghetti and meatballs)
4. All varieties must meet USDA regulatory requirements for use in the WIC Program. Please see WIC Interim Rule at <http://www.fns.usda.gov/wic/regspublished/wicfoodpkginterimrulepdf.pdf>.

B. General Program Requirements

1. All products offered as infant food shall be under the same manufacturer/brand name.
2. The Contractor will be required to pay a rebate on all contract brand infant food redeemed by WIC retail vendors.
3. Infant foods for rebate specified in this Bid are being bid as brand specific, which signifies that no alternates will be accepted for an award. In Ohio, this is in accordance with the Ohio Administrative Code 123:5-1-10(I).
4. The rebate amount per ounce may be adjusted, if applicable, in accordance with the Escalator Clause of this agreement.
5. Rebateable infant foods applicable to each state (Ohio, Indian, and Wisconsin) must be available statewide.

C. Contract Brand Infant Food Rebate Procedure

Reference Attachments One and Two for the rebate procedures specific to Indiana and Wisconsin, respectively.

The following rebate procedures are specific to Ohio:

1. For the term of any Contract awarded pursuant to this Bid, the Contractor shall, in exchange for single supplier status, rebate monthly, a fixed amount per ounce of Contract brand infant food calculated by multiplying the rebate amount for that item by the number of ounces redeemed during the valid period by WIC retail vendors.
2. Payments due to the State shall be based on the number of ounces of infant food redeemed.
3. The rebate amount applied to the infant food shall be the amount effective during the month of the first day of use of the Food Instrument. (i.e., coupons issued on or after the start date of the rebate program.)

SPECIFICATIONS AND REQUIREMENTS
FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO, INDIANA, AND WISCONSIN

4. The State WIC Agency shall produce a monthly report specifying the amount of infant food identified as redeemed and paid in the preceding month through the regular WIC payment system.
5. The State WIC Agency shall also produce a monthly report specifying the amount of infant food redeemed through the State WIC Agency exception (e.g., payment of rejected coupons) payment process.
6. The State WIC Agency shall submit an invoice based on Section III, Item C, paragraphs 4 and 5 and a copy of the reports to the Contractor within forty-five (45) calendar days after the end of the month for which the State WIC Agency is invoicing the Contractor for payment. The invoice shall contain the methodology and all data used to calculate the monthly rebate payment owed by the Contractor.
7. For each Food Instrument that is redeemed during the month for which a rebate is invoiced and that includes Contract brand infant food, the State WIC Agency shall provide, to the Contractor, the following data that will enable the Contractor to verify the invoiced amount:
 - a. The Food Instrument ID;
 - b. The Issue Date of Food Instrument;
 - c. The Food Instrument Valid Begin Date;
 - d. The number of ounces redeemed of the Contract brand infant food.
8. The Contractor must notify the State WIC Agency of any dispute or error in the invoice within ninety (90) calendar days after receipt of the invoice. If the Contractor does not notify the State WIC Agency of a discrepancy in the invoice within ninety (90) calendar days after receipt of the invoice, the invoice will be determined to be accurate and the Contractor shall waive the right to dispute the invoice.
9. In the event that the invoice submitted to the Contractor for payment is determined by the State WIC Agency to be inaccurate, a revised invoice will be submitted and the Contractor shall pay the State WIC Agency in accordance with Section III, Item C, Parts 8 and 10. If the Contractor identifies a discrepancy on the invoice, the State WIC Agency will respond to the Contractor with an answer or an update as to the status of their investigation into the discrepancy within twenty (20) State working days, although final resolution may take longer. All disputes of any invoice during a federal fiscal year must be resolved by the first day of February in the following fiscal year. The Contractor shall not withhold any rebate payments to the State WIC Agency.
10. The Contractor shall pay the State WIC Agency the amount indicated on the invoice specified above within thirty (30) calendar days after receipt of the invoice. Invoice accuracy shall solely be determined by the State WIC Agency, based on appropriate documentation provided by the State WIC Agency.
11. Because WIC retail vendors have thirty (30) days to submit Food Instruments for processing after the Food Instrument's valid period, the total exchanges for any given month may include Food Instruments from at least two issue months. In addition, USDA occasionally approves payment of coupons that may be expired at the time of submission. The Contractor agrees that infant food identified on Food Instruments issued with a first day of use during the term of this Agreement, but not redeemed until after the date of expiration or termination of this Agreement, shall be rebate eligible.

SPECIFICATIONS AND REQUIREMENTS
FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO, INDIANA, AND WISCONSIN

12. In the event the Contractor has not issued payment to the State within thirty (30) calendar days of receipt of invoice, for any outstanding balance for any month during the Contract term, the Contractor shall be assessed and shall pay, in addition to the outstanding balance due, a penalty equal to one percent (1%) of the outstanding balance.
13. The Contractor shall pay rebates on infant foods (fruits & vegetable, meat & poultry) issued with a first day of use while any Contract issued pursuant to this Bid is in effect and redeemed, even though the Contract may have been terminated or may have expired when the rebate amount is paid.

D. State Agency Payment and Contact Information

As applicable, the Contractor shall issue rebate payment checks payable to:

Payment Mailing Address:	Program Contact Person:
Treasurer, State of Ohio. c/o Ohio Department of Health Bureau of Nutrition Services P.O. Box 15278 Columbus, OH 43215-0278	Mr. Bob Parker, Program Analysis Unit Supervisor Bureau of Nutrition Services Ohio Department of Health 246 N. High Street Columbus, Ohio 43215 Telephone: 614-728-2877 Fax: 614-564-2470 E-mail: robert.parker@odh.ohio.gov
Indiana WIC Program Division of Finance c/o Indiana State Department of Health Section 2c 2 North Meridian Street Indianapolis, IN 46204	Mr. Ed Talucci Indiana State Department of Health Telephone: (317) 234-3858 E-mail: etalucci@isdh.in.gov
WISCONSIN WIC PROGRAM Department of Health Services Attn: Cashier PO Box 7850 Madison WI 53707	Ms. Nancy Brown-Joyce Nutrition & WIC Fiscal Manager Division of Public Health Telephone: 608-261-6383 Fax: 608-266-3125 E-mail: nancy.brownjoyce@dhs.wisconsin.gov

E. Record Keeping

1. The Contractor shall allow the State WIC Agency, the United States Department of Agriculture's Food and Nutrition Service, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to any Contract awarded pursuant to this Bid, for the purpose of making audits, examinations, excerpts, or transcriptions.
2. The Contractor shall retain for three and half (3.5) years, after the final rebate payment is made, all records directly related to any Contract awarded pursuant to this Bid.

SPECIFICATIONS AND REQUIREMENTS
FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO, INDIANA, AND WISCONSIN

3. If any audit, litigation, or other action involving the records is commenced before the end of the retention period specified in Section III, Item D, Part 2, the records must be retained until all issues arising out of the audit, litigation, or action are resolved.

IV. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall perform in compliance with Section III, Items A through D of any Contract awarded pursuant to this Bid.
- B. The Contractor shall guarantee that sufficient quantities of Contract brand infant food, offered on their Bid Response and awarded on any Contract awarded pursuant to this Bid, to meet State WIC Agencies participant demand, shall be made available for purchase by authorized WIC retail vendors. In the event the Contractor cannot make available the contract brand infant food to WIC retail vendors in one or more counties, for more than five (5) consecutive days for instances not covered under force majeure, the Contractor shall pay a rebate, at the same percentage discount under the terms of this Contract, on another brand of similar infant food issued to participants.
- C. The Contractor shall provide to the State WIC Agencies advance notice of any changes in product packaging size, retail price, product labeling including UPC, or product reformulation. The notice shall be provided at least one hundred and twenty (120) calendar days prior to the effective date of such changes.
- D. If the Contractor produces new infant food products or new container sizes that are eligible for the WIC Program, the Contractor will provide a rebate based on the same net rebate price per ounce as the corresponding existing product.

V. CONFIDENTIALITY

- A. Due to federal confidentiality requirements, the Manufacturer may not have access to actual or copies of food instruments or other client records which identify WIC participants.
- B. States are prohibited from disclosing confidential Vendor information to the Manufacturer.

VI. STATE WIC AGENCIES RESPONSIBILITIES

- A. The State WIC Agencies shall perform in compliance with any Contract awarded pursuant to this Bid.
- B. The State WIC Agencies shall make available to the Contractor or the Contractor's designated representative all necessary reports pertaining to the redemption and billing process of the Sole Source Rebate System. The Contractor may have access to the WIC retail vendor's name, address and authorization status. Further, the State WIC Agencies will not be required to provide documents and/or information regarding policies and procedures (not related to billing processes), or operations of the WIC Program and the methods used to issue infant food.
- C. The State WIC Agencies' obligations under any Contract awarded pursuant to this Bid are contingent upon the funds awarded by the federal government, specifically the United States Department of Agriculture and appropriation of funds by the each state's legislative body. If each state's legislative body fails at any time to fund the State WIC Agency any Contract awarded pursuant to this Bid shall terminate on the date the funding expires without further obligation to the State WIC Agency. In Ohio, the State WIC Agency's obligations under any Contract awarded pursuant to this Bid are subject to O.R.C. Section 126.07. Nothing in any Contract awarded pursuant to this Bid shall be construed to alter the State WIC Agencies' exclusive right to determine which brands of infant foods, including those of the Contractor, are USDA authorized WIC Program approved brands for distribution to WIC Program participants in the retail vendor system.
- D. In the performance of their duties under any Contract awarded pursuant to this Bid, the State WIC Agencies shall abide by all applicable State and Federal regulations concerning the WIC Program including the regulations developed by the Food and Nutrition Service, United States Department of Agriculture contained in 7 CFR Part 246, and State WIC Program administrative rules, as they exist now or may be amended.
- E. The State WIC Agencies agrees to provide the Contractor with reasonable notification regarding changes to State WIC Program administrative rules which affect the Contractor's obligations under any Contract awarded pursuant to this Bid.

SPECIFICATIONS AND REQUIREMENTS
FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO, INDIANA, AND WISCONSIN

VII. CONTRACTOR QUALIFICATIONS

The Contractor shall be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in United States Department of Labor regulations.

VIII. BIDDER DOCUMENTATION

- A. The Bidder shall certify to the state of Ohio that their company is registered under the Federal Food, Drug and Cosmetic Act as required by 42 USC section 1786(f)(15). An officer of the company shall in the form of a letter, on Bidder's company letterhead, sign this certification.
- B. The Bidder shall certify to the state of Ohio that their company is in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in United States Department of Labor regulations. This certification may be included in the same letter as that specified in Section VII, Item A.
- C. The Bidder shall certify to the state of Ohio that their company is in compliance with all applicable standards, orders, or requirements issued under 33 USC 1368, Executive Order 11738, and 40 CFR Part 32, and any applicable standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. This certification may be included in the same letter as that specified in Section VII, Item A.
- D. The Bidder shall certify to the state of Ohio that:
 1. The rebates offered in this Bid Response have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such rebate with any other manufacturer or with any competitor.
 2. Unless otherwise required by law, the rebates, which have been offered, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the award directly or indirectly to any other manufacturer or to any competitor.
 3. No attempt has been or will be made by the Bidder to induce any other person or firm to submit or not submit a Bid Response for the purpose of restricting competition.
 4. This certification may be included in the same letter as that specified in Section VII, Item A.
- E. The Bidder shall provide with the Bid Response the name, address, and telephone number of company representative to be Contractor's contact for any Contract awarded pursuant to this Bid, as specified in Section VIII, Item E.

Notice: Documentation for Section VII, Items A thru D, as specified above, should be attached to the Bid Response. If documentation is not attached to Bid Response, the Office of Procurement Services may request it during Bid evaluation. If requested during evaluation, documentation shall be provided within five (5) business days of verbal request. Failure to submit documentation as specified will deem your Bid not responsive and further consideration for award will not be given.

- F. The Bidder shall provide with the Bid Response a copy of the nationally published Commercial Wholesale Price List for each infant food (fruits & vegetables, meats & poultry) produced and/or subcontracted. Price list shall be that which is in effect on the published opening date of the Bid.

SPECIFICATIONS AND REQUIREMENTS
FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO, INDIANA, AND WISCONSIN

IX. PROCEDURAL NOTES

- A. This solicitation is for infant food (fruit & vegetables in 4 ounce containers in Ohio & Indiana, 3.5 ounce containers in Wisconsin; and meats & poultry in 2.5 ounce containers in accordance with authorized commercial wholesale pricelist.) only. If the State WIC Agency adds more types of infant foods produced by the Contractor to its approved list during the term of the Contract, the Contractor shall pay a rebate for the added infant foods in an amount equivalent to the rebate percentage for that category. For example, if the rebate percentage is forty percent for fruits and vegetables, the rebate on a new fruit or vegetable will be forty percent.
- B. During the term of any Contract issued pursuant to this Bid, if the Contractor discontinues the production any of the types of Contract brand infant foods, the Contractor may, in writing to the State WIC Agency, offer a replacement infant food. The Contractor must include in the written offer for the replacement: (1) the reason for the offer, (2) the wholesale price per ounce, (3) the net price per ounce, (4) documentation that the offered product is USDA approved and meets the Federal WIC definition for an infant food, (5) the formulation of the offered product, and (6) an explanation of how the offered product will serve the same population.
- C. The State WIC Agency reserves the sole discretion to determine if a product offered by the Contractor under Section VIII, Item B is appropriate as a replacement of the Contract brand infant food. To be appropriate, the offered infant food must at a minimum:
1. Be an infant food approved by the United States Department of Agriculture, Food and Nutrition Service by meeting the Federal WIC definition for infant food;
 2. Be offered at the same net price per ounce as the Contracted product, and
 3. Be necessary because the manufacturer is discontinuing production of the Contract brand infant food.
- D. If the State WIC Agency adds a new or replacement infant food, the change will take effect within 120 days of written notification-by the State WIC Agency.
- E. Representative:
- Both the State WIC Agency and the Contractor shall appoint a representative to assist in the administration of any Contract awarded pursuant to this Bid. All required notices pursuant to any Contract awarded pursuant to this Bid by either party shall be sent to the other party's representative. In the event that either party designates a different representative after the term of any Contract awarded pursuant to this Bid has begun, notice of that individual's name, address, and telephone number shall be furnished to the other party, in writing, within fifteen (15) calendar days after the designation.

BID PRICE PAGE

OHIO, INDIANA, AND WISCONSIN WIC INFANT FOOD REBATE BID

YOUR BID: In accordance with [Instructions, Terms, and Conditions for Bidders](#), Section I-18, Bidders shall insert a unit cost with at least, but no more than three digits.

REBATE AMOUNT OFFERED: The Contractor agrees to pay to the State WIC Agency the bid rebate amount per ounce, for which the State WIC Agency will invoice the Contractor.

Manufacturer: _____

State Program	Average Monthly Issuance (ounces) per Infant *	Average Monthly Infant Participation	Average Total Monthly Ounces Issued	Brand Name	Commercial Wholesale Price Per Ounce in Effect as of the Bid Opening Date	Rebate Amount Per Ounce
Ohio	133.07 oz. – Fruits & vegetables	36,577	4,867,456		\$	\$
	77.5 oz. – Meats & Poultry	1,450	112,375		\$	\$
Indiana	128.02 oz. – Fruits & vegetables	26,468	3,388,416		\$	\$
	77.5 oz. – Meats & Poultry	4	310		\$	\$
Wisconsin	136.98 oz. – Fruits & vegetables	16,326	2,236,416		\$	\$
	77.5 oz. – Meats & Poultry	1,146	88,815		\$	\$

* Maximum amount allowed by WIC Program Regulations. Issued amounts may be less.

BRAND NAME OF PRODUCTS OFFERED: _____

FOOD VARIETIES OFFERED: _____

AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST

Reference: Supplemental Contract Terms & Conditions – Page 10, Article S-13

Automobile Liability: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker, or Subcontractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box (es) below, which mode of transportation will apply to this Contract.

- Bidder/Broker ("The Contractor") or their Subcontractor 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.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

INSURANCE REQUIREMENTS

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

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

Notice to Bidders regarding the certificates of insurance: If the Bidder does not currently carry the amounts of coverage and/or the required endorsements specified above, the Bidder should provide a letter from their insurance company stating that the Bidder's coverage will be increased to the specified amounts and/or the required endorsements will be added to the policy upon award of the ensuing Contract. The letter from the insurance company should also be submitted with the Bid.

Failure to submit the compliant insurance certificate or letter, as applicable, with the Bid may deem your Bid not-responsive.

An updated insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of Procurement Services within ten (10) working days after notification of pending award. Failure to provide a compliant certificate within the stated timeframe will cause the State to deem the Bidder not-responsive and no further consideration for award will be given.

CONTRACTOR DISCLOSURE CERTIFICATION

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Page 8, Standard Contract Terms and Conditions, Section V, Item Q): Bidders seeking to enter into a supplies Contract shall disclose the following:

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.

DISCLOSURE OF SERVICE PROVIDERS (See Page 8, Standard Contract Terms and Conditions, Section V, Item G): Bidders seeking to enter into a service Contract shall disclose the following:

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

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

c) Location where services will be performed (Name/City/State/Country)

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, the 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, locations where services 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.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

BIDDER DISCLOSURE STATEMENTS:

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the Contract, and the best interests of the State.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a Contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past Contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

By the signature affixed to Page 1 of this Bid, the Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

**STATE OF OHIO – OFFICE OF BUDGET AND MANAGEMENT
CONTRACTOR FORMS REQUIREMENTS**

FEDERAL TAXPAYER IDENTIFICATION FORM W-9

Notice to Bidders

All Bidders should download the attached Federal Taxpayer Identification W-9 Form and submit it as part of their Bid Response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: <http://www.obm.ohio.gov/forms>
- scroll down to Vendor Forms
- from the list of pdf files, select IRS Form W-9
- download, complete the form, submit with the Bid Response

This requirement applies to all Bidders: Bidders who have not previously done business with the State as the awardee of an Office of Procurement Services competitively Bid Invitation to Bid, Request for Proposal, or State Term Schedule, and also to currently awarded Contractors as well. The Office of Budget and Management (OBM) requires that all Contractor W-9 forms be periodically updated by submission of a new form.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

CONTRACTOR ACCOUNT INFORMATION FORMS

Notice to Bidders

All Bidders should navigate to the Office of Budget Management (OBM) website at <http://www.obm.ohio.gov/forms>. Scroll down to VENDOR FORMS. Located at this site are several downloadable forms and letters of instruction necessary to either establish or revise Contractor information for input into the new OBM OAKS financial system. Note that if Direct Deposit of State Warrants is desired, this form (OBM-1234 – rev 01/2007) must contain an original signature and must then be mailed directly to the OBM Vendor Compliance Unit.

Download the following, review, and submit as applicable. All forms not required to be sent directly to OBM should be returned as part of the Bid Response. Failure to complete these required forms may deem your Bid not responsive.

FORMS FOR SUBMITTAL	INSTRUCTIONAL NOTICES
EFT – Direct Deposit Form OBM - 1234	Dear state of Ohio Potential Vendor Letter
New Vendor - Information Form OBM - 3456	Instructions for Authorizing Agreement for Direct Deposit
Current Vendor - Information Change Form OBM - 3457	Warrant Changes in OAKS with a Sample Warrant

**AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
MANDATORY PLAN REGISTRATION**

Notice to Bidders

Equal Employment Opportunity: The Contractor will comply with all State and Federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a Contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/Eod/AAEEO.htm>. Failure to complete these required forms may deem your Bid not responsive.

BID SUBMISSION CHECK LIST

<u>SUBMITTED</u>	<u>SUBMITTAL DESCRIPTION</u>	<u>PAGE REFERENCE</u>
* MANDATORY SUBMITTALS TO ACCOMPANY THE BID RESPONSE		
_____	BID COVER PAGE, SIGNED IN BLUE INK	PAGE 1
_____	BUY OHIO & DOMESTIC PREFERENCES	PAGE 2
_____	DESCRIPTIVE LITERATURE	PAGE 3
_____	SECTION VIII, ITEM E: CONTRACTOR'S CONTACT	PAGE 12
_____	SECTION VIII, ITEM F: PUBLISHED WHOLESALE PRICE LIST:	PAGE 12
_____	BID PRICE PAGE	PAGE 14
** SUBMITTALS REQUIRED DURING THE EVALUATION PROCESS		
_____	SECTION VIII, ITEM A: CERTIFICATION STATEMENT #	PAGE 12
_____	SECTION VIII, ITEM B: CERTIFICATION STATEMENT #	PAGE 12
_____	SECTION VIII, ITEM C: CERTIFICATION STATEMENT #	PAGE 12
_____	SECTION VIII, ITEM D: CERTIFICATION STATEMENT #	PAGE 12
_____	AUTOMOBILE LIABILITY CHECKLIST	PAGE 15
_____	INSURANCE REQUIREMENTS AND ENDORSEMENTS	PAGE 16
_____	CONTRACTOR DISCLOSURE CERTIFICATION	PAGE 17
_____	BIDDER DISCLOSURE STATEMENTS	PAGE 18
_____	FEDERAL TAXPAYER IDENTIFICATION FORM W-9	PAGE 19
_____	OBM CONTRACTOR INFORMATION FORMS	PAGE 19
_____	AFFIRMATIVE ACTION PLAN COMPLIANCE	PAGE 19

* Mandatory submissions must be submitted with the bid response. Failure to submit these documents shall deem the Bidder as not responsive and their bid will be disqualified.

** Required documentation/materials should be submitted with the bid. If not submitted with the bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services.

Submit as a single letterhead document, signed by a company principal. Identify Section and Item being addressed.

After notification by the State, failure to provide these documents as required, will cause your bid to be deemed as not-responsive, and no further consideration for award will be given.

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.

BID ATTACHMENTS
SPECIFIC TO INDIANA AND WISCONSIN

ATTACHMENT ONE

[\(LINK TO PDF THE INDIANA REBATE PROCEDURE\)](#)

ATTACHMENT TWO

[\(LINK TO PDF THE WISCONSIN REBATE PROCEDURE\)](#)

ATTACHMENT THREE

[\(LINK TO PDF INDIANA TERMS AND CONDITIONS\)](#)

ATTACHMENT FOUR

[\(LINK TO PDF THE WISCONSIN TERMS AND CONDITIONS\)](#)