

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: Disposable Paper and Food Service Items and Plastic Trash Can Liners

CONTRACT No.: SA900810

EFFECTIVE DATES: 1/20/10 to 1/31/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SR900610 that opened on 11/30/09. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Russell Perry
russell.perry@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

Signed: _____ Date _____
Hugh Quill, Director

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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 December 10, 2009. 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 Item Identification page (pages 18-25), the Processor (Manufacturer), Brand Name, Product Code Number, case pack quantity and any other required specifications for each item. Bidders should expect samples to be requested before or immediately following the reverse auction event.

REVERSE AUCTION QUALIFICATION SUMMARY SUBMITTALS: Reverse auction qualification summaries shall be submitted in paper form in a sealed envelope with the bid number clearly marked on the exterior. If the bidder uses an express mail or courier service, the bid number must be clearly marked on the exterior of the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope, with the bid number clearly marked on the inside envelope. DAS must receive the qualification summary no later than 1:00 p.m. the day the summaries are scheduled for opening. DAS receives summaries during the hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, except state observed holidays. DAS does not accept summaries with insufficient postage, collect on delivery, or through electronic means. Summaries must be delivered to the following address: Department of Administrative Services, General Services Division, Office of Procurement Services, ATTN.: Bid Desk, 4200 Surface Road Columbus, OH 43228-1385.

The ITB Contract award process by Reverse Auction has three (3) distinctive parts:

1. The submission and evaluation of the Invitation To Bid By Reverse Auction Qualification Summary.
2. The submission of pricing by reverse auction for qualified bidders. Price delivered FOB Destination Prepaid, will be the price required to be entered during the reverse auction.
3. Contract award evaluation that may include product sampling.

SPECIAL TERMS AND CONDITIONS

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

MANDATORY/REQUIRED SUBMISSIONS: Mandatory submissions must be submitted with the bid/qualification summary response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said required documentation/materials within three (3) calendar days after notification, to the Office of State Purchasing. 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 not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the Contract. For specific submission requirements, Bidders should refer to MANDATORY SUBMISSION - BIDDER QUALIFICATIONS below and the Bid Submission Check List on page 26 for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested by DAS.

MANDATORY SUBMISSION - BIDDER QUALIFICATIONS: To participate in the Reverse Auction bidders must pre-qualify. In order to be deemed responsive, responsible and qualified to participate in the reverse auction, bidders must provide the following mandatory submissions with their pre-qualification response. Pre-qualification responses are due on November 27, 2009 by 1:00 PM EST. For more information see the Mandatory and Required Submittals Section of the Bid Submission Checklist on page 26 of this Invitation to Bid.

- A. Bidders shall supply letter stating ability to show proof of Workers' Compensation Liability Insurance, and General Liability Insurance per the Contract Terms and Conditions (Rev. 10/01/07), Articles S-12 and S-13. Insurance must meet the minimum requirements, of the state of Ohio, as stated in these paragraphs. See INSURANCE REQUIREMENTS clause on page 8 of this Invitation to Bid / Qualification Summary.
- B. Bidders responding to this Invitation to Bid must be authorized dealers or manufacturers of the products they are bidding. Bidders shall submit, with the pre-qualification response, certification attesting that 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.

- C. Descriptive literature or manufacturer's specification sheets must be submitted with the prequalification response for each item/manufacturer bid. Specification sheets must be labeled with the name of the manufacturer, the style or item number and the number of the item bid corresponding to the number of the item on the Item Identification form (pages 18-25) of this qualifying summary. The state acknowledges that it may receive bids from multiple Distributors bidding the same manufacturer's products. In such situations, specification sheets/samples may be submitted by manufacturer(s) on behalf of multiple distributors, provided that such specification sheets/samples are accompanied by written documentation on the manufacturer's letterhead, signed by an authorized representative of the manufacturer, listing the named distributor(s) for whom the specification sheets/samples are provided. Any bidder not appearing on this listing and who have failed to furnish requested specification sheets/samples may be considered not responsive.
- D. Bidders shall complete and submit the Item Identification Information on pages 18-25. This contract will be awarded by category. Bidders may pre-qualify for multiple categories by providing the complete information for each category. Bidders should NOT SUPPLY BID PRICING with your pre-qualification summary information submittal. Bidders shall indicate on the Item Identification Page for each item offered in the spaces provided; the Manufacturer, Brand Name, Item/Style Number, Case Pack quantity and any other required specifications for each item bid. Items offered by bidders during pre-qualification will be the same items bid upon during the Reverse Auction and the same products supplied, upon award of any ensuing contract. Once a bidder has indicated and/or quoted a particular manufacturer, brand, item/style number, any subsequent contract will be issued manufacturer and brand specific. No substitutes for brand item/style bid are authorized or will be accepted.
- E. Bidders shall complete and submit with their bid the DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES on page 6 of this Invitation to Bid / Qualification Summary.
- F. Bidders shall complete and submit with their bid the BIDDER DISCLOSURE STATEMENTS on page 5 of this Invitation to Bid / Qualification Summary.
- G. Bidders shall complete and submit with their bid the AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST on page 5 of this Invitation to Bid / Qualification Summary.
- H. Bidders shall complete and submit with their bid the DISCLOSURE OF FULFILLMENT HOUSES on page 6 of this Invitation to Bid / Qualification Summary

Bidders who complete the pre-qualification process and who are deemed to be qualified bidders for at least one category based upon complete submission of all qualification criteria and specification compliant products as required by this reverse auction qualification summary, will be notified and invited to participate in the Online Reverse Auction Event for the items specified in the category(s) for which they pre-qualified.

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, Bidder hereby certifies that the above information is true and accurate. This form shall be completed and returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

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.

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.

DISCLOSURE OF FULFILLMENT HOUSES:

[Fulfillment Houses are defined as follows: A third party that performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor.] Bidders seeking to enter into a materials contract shall disclose the following: (use additional sheets if necessary)

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

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

c) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

d) Has this Fulfillment House ever been asked to withdraw from a contract with the state of Ohio, either as a Fulfillment House or as a direct contractor to the State? Yes No

e) Has this Fulfillment House ever been asked to withdraw from a contract with another state or government body?
Yes No

f) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

The state of Ohio neither approves nor disapproves of any Fulfillment House. The State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is complete, correct, true and accurate. The Bidder agrees that no changes will be made to this list of fulfillment houses without amendment to the contract issued subsequent to the analysis of bids. Any attempt by the Bidder/Contractor to change or otherwise alter Fulfillment House locations where services will be performed without prior amendment to the contract, 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.

SWEATSHOP FREE: By the signature affixed to this qualification summary response, Bidder certifies that all facilities used for the production of the supplies or performance of services offered in the bid are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Bidder in furnishing the supplies or services described in the bid and awarded to the Bidder. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within five (5) business days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS. The State acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's product. In such situations, specification samples may be submitted by manufacturer(s) on behalf of multiple distributors, provided that such specification samples are accompanied by written documentation, on manufacturer's letterhead, signed by an authorized representative of the manufacturer, listing the named distributor(s) for whom the specification samples are provided. Any bidder not appearing on this listing and/or bidders failing to furnish requested specification samples, will result in the bidder being deemed non-responsive.

When submitting samples, the outside of shipping carton is to be clearly marked, "samples", with the bid or reverse auction qualification summary number and the opening date. All samples must be tagged to clearly indicate the bid or reverse auction qualification summary number, index number, bid category/item number for which the samples are being submitted. Unmarked samples will not be considered and the bidder will be considered not responsive.

If samples are to be returned bidders must include a self-addressed return mailing label and sufficient postage for said samples. Failure to comply with the foregoing will result in the samples becoming the property of the state of Ohio. After award of a contract the samples of the successful bidder will be retained until the expiration of this contract and the samples will be used as a basis of comparison with actual product delivered under the 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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within thirty (30) 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 ORDERS: There is no minimum order requirement. All orders placed against a contract awarded pursuant to this Invitation to Bid for delivery F.O.B. destination, transportation charges pre-paid, at any one time to any one destination will be for quantities by case pack as defined on pages 18-25. Note: this contract includes pricing for truckloads delivered to a single destination as well as small quantities of cases delivered to a single destination.

ORDER PLACEMENT AND ACCEPTANCE: The contractor must be capable of receiving orders via FAX, phone, email or U.S. Mail. Purchase orders for any item(s) listed in the contract awarded pursuant to this bid will be placed directly with the successful contractor by the using agency. No order will specify delivery to exceed ninety (90) days beyond the expiration and/or cancellation date of this contract.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise/service in case (roll or bale) quantity(s) as indicated in the bid/bid response/contract.

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 per 1,000 unit price and then add these totals together within each category (I-III) for which the bidder is qualified. Failure to bid all items in a category for which the bidder is qualified may result in the bidder being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder(s) by low category total (I-III). Low category total will be determined by multiplying the per 1,000 unit price by the estimated annual usage listed in the bid and then adding each of the totals together within each category to arrive at a total for that category. Failure to bid all items in a category for which the bidder is qualified may result in the bidder being deemed not responsive.

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

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

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

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

1. Ohio Bureau of Workers Compensation Certificate or in the case of non-state of Ohio bidders, proof of workers compensation insurance in your state of domicile.
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.

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. If a compliant insurance certificate is not provided with the bid submission the bidder will have five (5) business days after request notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

INSURANCE DOCUMENTS: Upon the policy renewal date, the contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverages required by this contract. As required, the documents must include a current Workers' Compensation Certificate and an Acond Certificate of all applicable insurance coverages 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-12 and S-13 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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Dennis Kapenga. (dennis.kapenga@das.state.oh.us)

FEDERAL TAXPAYER IDENTIFICATION FORM W-9 - Notice to Bidders: All Bidders should download a Federal Request for Taxpayer Identification Number and Certification 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.irs.gov/pub/irs-pdf/fw9.pdf>
- under IRS Resources, select Forms and Publications
- select Download by Form and Instruction Number
- from the list of pdf files, select Item 1007, Form Number W-9
- download, complete the form, submit with the bid response

This completed form should be returned as part of the bid response. Failure to complete this page may deem your bid not responsive. This requirement applies to all Bidders: Bidders who have not previously done business with the State as the awardee of an Office of State Purchasing competitively bid Invitation to Bid, Request for Proposal, or State Term Schedule and also to currently awarded contractors as well. The DAS Central Accounting System requires that all contractor W-9 forms be periodically updated by submission of a new form.

If a current W-9 is not provided with the bid submission the bidder will have five (5) business days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

AFFIRMATIVE ACTION PROGRAM VERIFICATION: The Ohio Revised Code (ORC) requires all contractors from whom the State or any of its political subdivisions make purchases have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons. An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization. Prior to the award of a contract a prospective vendor must have filed verification with the state of Ohio EOD that the contractor has a written affirmative action program. Verifications may be submitted online at the following URL: <http://www.das.ohio.gov/eod/aapv.htm> Contact the Ohio Department of Administrative Services Equal Opportunity Division at (614) 752 9273 to obtain a user name and password and follow the directions at the above URL to register your program and obtain a verification letter. For questions or help with filing a verification please contact the Affirmative Action/EEO Unit at (614) 466-8380. Prospective vendors should submit proof with their bid that they have an Affirmative Action Program on file with the state of Ohio DAS/EOD. If said information is not provided with the bid submission the bidder will have five (5) business days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EXCEPTIONS: Any exceptions to the specifications in this bid 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 the bid 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.

REFERENCE TO ALTERNATE TERMS: Any reference which may appear on any price list, literature or specification sheet(s), to any terms and conditions such as "F.O.B Shipping Point" or "Prices Subject to Change", will not be part of any contract with the successful bidder and will be disregarded by the state of Ohio.

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

STATE OF OHIO OFFICE OF BUDGET MANAGEMENT ELECTRONIC FUNDS TRANSFER PAYMENTS PROGRAM: The awarded contractor should consider registering for the state of Ohio, Office of Budget Management's Electronic Funds Transfer Payments program. By registering and participating in this program, contractors reduce costs for both the contractor and state of Ohio and insure that payments for goods or services are transmitted promptly and accurately. To register for this program, go to: www.obm.ohio.gov/ select Forms from the left side menu and scroll down to Vendor Forms, download and print form EFT – Direct Deposit Form (OBM-1234) review, complete, sign and submit per the instructions on the form..

SPECIFICATIONSCATEGORY ISINGLE-FOLD AND MULTIFOLD TOWELS, NAPKINS AND TOILET TISSUEI. SCOPE AND CLASSIFICATIONA. Scope

The purpose of this Invitation to Bid Category is to fulfill the needs of the state of Ohio for toilet tissue, multifold/single-fold towels and dispenser napkins. These products will be for purchase in truckload quantities by the Department of Mental Health, Central Warehouse (DMHCW), 3201 Alberta St., Columbus, OH 43204 and in truckload or case quantities by any State agency or entity as described on page 1. Historically, toilet tissue was delivered approximately five (5) times per month (1 truckload each delivery), multifold towels delivered approximately two (2) times per month (1 truckload each delivery), and single fold towels and napkins delivered one truckload per quarter to DMHCW. All products must comply with applicable industry standards for manufacturing quality control and quality assurance.

During the term of this contract, truckload toilet tissue shipments to DMHCW are projected to decrease. A project is underway with the Ohio Penal Industries (OPI) to provide toilet tissue roll product to DMHCW.

B. Classification

1. Single-fold Towels
2. Multifold Towels
3. Napkins, Tall-Fold
4. Toilet Tissue

II. GENERAL REQUIREMENTS

- A. CHANGE OF SOURCE(S): The successful bidder(s) shall not change the manufacturing source(s) from which they specified in their bid, without prior approval from the Office of Procurement Services, in writing. Failure to comply with this requirement may result in immediate cancellation of the contract.
- B. WORKMANSHIP: All products shall be free from defects that may affect their durability, serviceability, and appearance. Any evidence of such defects, which detract from the appearance or may impair serviceability, shall be cause for rejection.
- C. ORDERING: Historically, Multifold Towels and Toilet Tissue are ordered in truckload quantities (multiple truckloads) by DMHCW on a monthly basis. Single-fold Towels and Dispenser Napkins are ordered in truckload quantities by DMHCW on a quarterly basis. All other state agencies and entities as defined on page 1 will order in case quantities.
- D. CASE PACKING: Unless indicated otherwise, all items shall be packaged according to normal industry standards. Orders placed against this contract will be in full case lots only. No broken case/roll lots will be ordered from this contract.
- E. PACKING AND LABELING: Cartons or packages furnished to the state as a result of an awarded contract shall be packaged and labeled in accordance with the best industry practices and shall meet all state and federal regulations for such products including all labeling and imprint requirements. All items furnished shall be packaged in such a manner to protect contents from deterioration, prevent loss or damage and to facilitate handling of the item. Any evidence of such defects, which detract from the appearance or may impair serviceability, shall be cause for rejection. Cartons shall be properly marked as to their contents including warning statements, if any.
- F. PALLETIZATION: All shipments to DMHCW 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. Shipments to other state agencies and entities as defined on page 1 do not require pallets for small case quantities.
- G. DELIVERY: Prices submitted on this Invitation To Bid must include freight; FOB destination. Destination is the location of the participating agency or entity.
- H. REGULATORY COMPLIANCE: All products offered for this Invitation To Bid shall comply with any applicable state and federal regulations for the product type.

III. SPECIFICATIONS

A. Single Fold and Multifold Towels

1. Shall be packed approximately 4000 per case with inner bundles band wrapped, bagged or in chipboard sleeves. All items in this category are to be packaged in corrugated cases. A case pack tolerance of $\pm 1\%$ in quantity per case will be acceptable for paper towels.

2. Single-fold towel sheet size 9.25" x 10.25", or 10.25" x 9.25", minimum case weight of 20 lbs., unbleached towel stock, embossed. Any 10.25" x 9.25" product offered must be compatible with dispensers for the 9.25" x 10.25" product without requiring any adapters or special provisions.
3. Multifold towel sheet size 9.25" x 9.5", minimum case weight of 19 lbs., unbleached towel stock, embossed.
4. Bidder should note if sizes being bid vary from listed specification. A tolerance of $\pm 1/4$ " in sheet width or length, will be acceptable for paper towels. Sizes exceeding this tolerance will not be acceptable.
5. Products shall be manufactured from premium quality paper stock and shall be free from excessive dirt and/or foreign materials. Products shall contain no wood slivers.
6. Products shall not have excessively rough or harsh surface and shall be readily absorbent.
7. Products shall be compatible for use in all types of single-fold and multifold towel dispensers for the type specified. Cabinet adapters are not an acceptable option.

B. Napkins, Tall-Fold

1. Napkin sheet size 7" x 13", Tall-Fold (3.5" x 6.5" approximate finished size), 1 ply, 10,000 per case. Products packed within a range of 6000 - 10,000 per case will be considered. Shall be packed with inner bundles band wrapped, bagged or in chipboard sleeves.
2. Packaged in corrugated containers.
3. Shall be manufactured from bleached or unbleached paper stock, free from excessive dirt or objectionable materials.
4. Minimum weight of 1000 napkins, 2.8 lbs.
5. A tolerance of $\pm 5\%$ in sheet size square inches will be acceptable.

C. Toilet Tissue

1. Roll tissue shall be packaged 1,000 sheets per roll, ninety-six (96) rolls per case; sheet size (width x length) shall be 4.5" x 4.4", minimum of 10.7# basis weight, bleached white, one (1) ply tissue stock. Minimum case weight shall be 50 lbs.
2. Roll toilet tissue shall be overall wrapped, ends and sides, to prevent contamination while in storage. Banded tissue will not be acceptable.
3. All items in this category are to be packaged in corrugated containers.
4. Bidder should note if sizes being bid vary from listed specification. A tolerance of $\pm 3/4$ " in sheet length will be acceptable for roll toilet tissue. Sizes exceeding these tolerances will not be acceptable. Products in which basis weights are less than the listed minimum will not be acceptable.
5. Products shall be manufactured from premium quality paper stock and shall be free from excessive dirt and/or foreign materials. Products shall contain no wood slivers.
6. Products shall not have excessively rough or harsh surface and shall be readily absorbent.
7. Toilet tissue shall be of a nature that will become water soluble to prevent clogging of plumbing. Tissue shall be compatible for use in municipal waste treatment systems, septic systems, and leach bed systems.
8. Products shall be compatible for use in all types of tissue dispensers designed for the item specified.

CATEGORY II DISPOSABLE FOOD SERVICE PRODUCTS

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this Invitation to Bid Category is to provide the procurement needs of the state of Ohio for a broad range of disposable food service products. All products must comply with applicable industry standards for manufacturing quality control and quality assurance. Catalog listings should include general product description, practical use applications, and any qualifying standard/certification, i.e., American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Occupational Safety and Health Administration (OSHA), National Sanitation Foundation (NSF), U.S. Food and Drug Administration (FDA) or the certification of other institutions, associations, or societies recognized as publishing specification standards. Disposable food service products procured from this contract are typically used for the preparation, serving, and storage of food within a commercial/institutional setting.

B. Classification

1. Sandwich Bags, Food Storage Bags, Foil, Film, Parchment
2. Paper Caps, Bouffant Caps and Poly Foodservice Gloves; Disposable
3. Cups, Bowls, Food Containers, and Lids – Foam and Plastic
4. Tray, Foam and 3 Compartment, Hinged Lid Food Container, Foam
5. Tableware, Polypropylene Plastic
6. Bags, Paper, Kraft – General Purpose

II. GENERAL REQUIREMENTS

- A. BRAND NAMES: In the following specification and requirements, trademark names, brand names, manufacturer's names, and/or style/product numbers are listed as examples only, for the purpose of description to establish a base level of quality and performance characteristics the state intends to maintain. The listed examples are not intended to limit or restrict competition, as any items offered that contain the level of quality that is referenced by the listed examples, will receive the same consideration for award. Bidders may be required to submit descriptive literature, detailed specifications, and samples to verify quality standards. Bidders will be required to submit descriptive literature, detailed specifications, and samples to verify quality standards for alternative products for Category A. 1. d. Food Storage Bags (i.e. Handgards brand).
- B. CHANGE OF SOURCE(S): The successful bidder(s) shall not change, unless approved by the state in writing, the manufacturing source(s) specified in their bid. Failure to comply with this requirement may subject the resulted contract to cancellation.
- C. WORKMANSHIP: All products shall be free from defects, which may affect their durability, serviceability, and appearance. Any evidence of such defects, which detract from the appearance or which may impair serviceability, shall be cause for rejection (IV. B. 4. of the Standard Contract Terms and Conditions and S-18, Returned Goods Policy of the Supplemental Contract Terms and Conditions).
- D. CASE PACKING: Unless indicated otherwise, all items shall be packaged according to normal industry standards. Orders placed against this contract will be in full case lots only. No broken case/roll lots will be ordered from this contract.
- E. PACKING AND LABELING: Cartons or packages furnished to the state as a result of an awarded contract shall be packaged and labeled in accordance with the best industry practices and shall meet all state and federal regulations for such products including all labeling and imprint requirements. All items furnished shall be packaged in such a manner to protect contents from deterioration, prevent loss or damage and to facilitate handling of the item. Any evidence of such defects, which detract from the appearance or may impair serviceability, shall be cause for rejection. Cartons shall be properly marked as to their contents including brand name, product number, case content quantity, and any warning statements required by law. In addition, cartons shall show purchase order numbers, agency name and address, or any additional information requested by the agency. There shall be no additional charge for this service.

III. SPECIFICATIONS

A. Sandwich Bags, Food Storage Bags, Foil, Film Wrap, Parchment

1. Sandwich Bags and Food Storage Bags

- a. All plastic sandwich bags and food storage bags must comply with FDA Rule 177.1520.
- b. Back fold plastic sandwich bags shall be manufactured from FDA approved, sanitary polyethylene and shall be so designed that the back fold can be tucked over the sandwich preventing the sandwich from falling out. Minimum dimensions of 6 - 1/2" x 6 - 1/2".
- c. Plastic zip lock sandwich bag shall be manufactured from FDA approved, sanitary polyethylene. Minimum dimensions shall be 6 - 1/2" x 6" with an approximate 1-1/4" zip lock lip.
- d. Food storage bags shall be manufactured from USDA approved, clear, high molecular, high density polyethylene, with no bottom seams; i.e.: Handgards.
 1. 10" x 14", and a minimum of .6 mil thick
 2. 12" X 18", and a minimum of .6 mil thick
 3. 18" X 24", and a minimum of .6 mil thick
 4. 27" X 37", and a minimum of .6 mil thick

Bidders quoting alternate brands must submit test results verifying adherence to the general specifications with the bid. Failure to provide said test results will result in the bidder being deemed not responsive.

Bidders not quoting the Handgard brand must submit a letter from the manufacturer certifying that the USDA approves the product bid for food storage purposes. A copy of this letter must accompany the bid. Failure to provide said letter will result in the bidder being deemed not responsive.

- e. All cases in this category must be labeled with the words FOOD STORAGE BAGS or SANDWICH BAGS, showing the size, type (if applicable) and manufacturer or distributor.
- f. All cases shall be as full as practical with no dead space.

2. Foil and Film Wrap

- a. All foils shall be for general food service use with a mat surface on one side.
- b. All foils shall have zero "memory" characteristics.
- c. Foil shall be packed in dispensing cartons with cutter edge.
- d. P.V.C. or Polyethylene Film wrap shall be clear, self-clinging, and suitable for general food service use. Minimum .36 thick. Each roll shall be packed in a corrugated box with cutter edge.
- e. P.V.C. or Polyethylene Film wrap must be F.D.A. approved product

3. Bakers Parchment Pan Liner

- a. Quilon Coated Paper, single use.
- b. Minimum size 16" X 24"

B. Paper Caps, Bouffant Caps and Poly Foodservice Gloves; Disposable

1. Paper Caps should be of "overseas" design, manufactured from bleached chemical pulp and tissue.
2. Paper Caps are to be delivered in a completely assembled configuration.
3. Paper Caps to be continuously adjustable for head sizes 6-7/8 to 7-3/4, re-adjustable for proper fit, with adjusting instructions printed on inside sweatband. Inside sweatband to be coated with moisture resistant material to retard show-through and wicking of perspiration and grease. Coating material shall be approved by the FDA for use in food preparation and handling areas.
3. Paper Cap band is to be formed and folded in such a manner as to insure proper adjustability and prevent the cap from coming apart when adjusted to the individual wearer's head size.
5. Bouffant Caps should be treated for flame retardancy. Product should meet or exceed requirements of Federal Flammable Fabrics Act, Public Act, Public Law 88, Section 4 (a).
6. All Bouffant Caps should be FDA approved.
7. Bouffant Caps shall have a continuous band around entire circumference.
8. Foodservice Gloves, Poly:
 - a. Poly Gloves (food handling gloves) large disposable plastic, non-sterile.
 - b. Gloves to be 1.25 mil sheer gauge film of polyethylene with welded seams.
 - c. Ambidextrous to fit either hand. Ample, large, full-cut to fit any size hand.
 - d. Embossed Grip.
 - e. Powder Free and Sulphurous Free.
 - f. Shall be embossed to create air pockets between gloves allowing for easier separation of gloves.
 - g. Shall be made of FDA approved material.
 - h. Shall be USDA approved for use in food handling facility.
 - i. Gloves shall be in dispenser packages as opposed to rolls. Bulk pack is not acceptable.

C. Cups, Bowls, Food Containers, and Lids – Foam and Plastic

1. Plastic Cup and Lid

- a. Cold Drink Plastic cups shall be manufactured from translucent plastic, flat bottom, rolled rim. Shall have a nominal 2 oz. capacity suitable for serving portioned condiments.

- b. Lid shall be of translucent plastic with a snap over design closure.
2. Molded Styrofoam Cups, Bowls, Food Containers and Plastic Lids
- a. Cups and containers shall be manufactured from molded, expanded, white opaque Styrofoam, flat bottom, and one-piece construction.
 - b. Lids shall be manufactured from white opaque plastic with a tight fit over entire top of cup or container to prevent leakage or spillage. Cup, bowl and food container lids shall be vented.
 - c. Shall be compatible with all types of hot or cold foods.
- D. Tray, Foam and 3 Compartment, Hinged Lid Food Container, Foam
- 1. Tray should be manufactured from FDA approved, expanded, white opaque polystyrene. Shall be unlaminated. Shall be one piece construction.
 - 2. 3 Compartment Food Container lids shall be hinged, permanently attached to the bottom of the compartment to permit tight closing with a single latch. Shall be one piece construction.
 - 3. Shall be compatible with all types of hot or cold foods.
 - 4. Each item in Category D will be ordered in truckload quantities only.
 - 5. Dimensions stated on the bid page are nominal. Minor variations of approximately ½" may be considered if the product complies with the conditions of II. - General Requirements and the additional bid page description.
- E. Tableware, Polypropylene Plastic
- 1. Shall be manufactured from FDA approved plastic.
 - 2. Shall be free from excessive trims and shall maintain consistent sizing and shape.
 - 3. The one-piece combination spoon and fork, commonly called "spork", shall be approximately 5" in length.
- F. Bags, Paper, Kraft – General Purpose
- 1. All bags shall be manufactured from brown kraft in sizes and basis weights as designated in the product list of this bid.
 - 2. All bags shall be of square bottom, automatic opening, with side gussets.
 - 3. All bags shall be packed in bale over-wraps with inner bundles of not more than 1,000 bags per bundle.
 - 4. Workmanship: There shall be no visible defects such as tears, over-gluing, or imperfect seam seals.
- IV. PALLETIZATION: All shipments to DMHCW 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. Shipments to other state agencies and entities as defined on page 1 do not require pallets for small case quantities.

CATEGORY III
PLASTIC TRASH CAN LINERS

I. SCOPE AND CLASSIFICATION:

A. Scope

The purpose of this Invitation to Bid Category is to provide the procurement needs of the state of Ohio for low density/linear low density polyethylene trash can liners. All products must comply with applicable industry standards for manufacturing quality control and quality assurance.

B. Classification:

- 1. Category IIIA Blend/Virgin:
Trash can liners are to be made of a blend of (or virgin) linear low density and/or low density polyethylene resins. Co-extrusion with other polyethylene resins is acceptable.

2. Category IIIB Recycled Content:

Trash can liners are to be manufactured from low density or linear low density, or a blend of low density/ linear low density polyethylene resins. Constituent resins in recycled content low density/linear low density polyethylene trash can liners is to be a minimum of 25% post-consumer resins. Co-extrusion, or layering, with other polyethylene resins is acceptable.

II. APPLICABLE DOCUMENTS:

The latest revision of the following documents, whole or in part, is to be applied whenever testing of trash can liners is required:

- A. ASTM Test Methods D882 for Tensile Strength
- B. ASTM Test Methods D1709 for Dart Drop Test
- C. ASTM Test Methods D1922 for Elmendorf Tear Resistance

IV. REQUIREMENTS:

Trash can liners are to meet or exceed the following specifications:

1. Material of Construction:

a. Category IIIA:

Liners are to be constructed from a blend of virgin linear low density and/or low density polyethylene. The melt index for these resins should be between 0.8 to 2.5.

b. Category IIIB:

These liners are to be constructed from low density, linear low density, or a blend of low density and low linear density polyethylene. Constituent resins in recycled content low density, linear low density polyethylene trash can liners is to be a minimum of 25% post-consumer resins of the same types. The melt index for these resins is to be between 0.8 and 2.5. Contractor may be asked to certify the purchase or use of recycled material by producing copies of invoices, purchase orders or alternate documents demonstrating that purchases have occurred. The Office of Procurement Services will determine the extent to which certification is to be done.

2. Thickness of Film:

- a. The suggested average thickness is given in the following tables except for Glutton and Compactor Bags. However, the down gauging is not to exceed the recommended gauging by the resin manufacturer for the different capacity bags.
- b. Glutton Bag Thickness: 1.5 mil
- c. Compactor Bag Thickness: 2.5 mil

CAPACITY (Gallons)	LT. WEIGHT (1.0 mil equivalent)	MED. WEIGHT (1.5 mil equivalent)	HEAVY WEIGHT (2.0 mil equivalent)	X-HEAVY WEIGHT (3.0 mil equivalent)	XX-HEAVY WEIGHT (4.0 mil equivalent)
4-10	0.5 mil				
12-16	0.6 mil				
20-30	0.7 mil	0.8 mil	0.9 mil	1.3 mil	
33		0.8 mil	0.9 mil	1.3 mil	
40-45		0.8 mil	1.0 mil	1.5 mil	
55		0.9 mil	1.0 mil	1.5 mil	1.85 mil

Note: Thickness in parenthesis are given for 100% low density polyethylene liners to hold the same amount of trash as would a blended product of linear low and low density liner thickness for which are given in the table.

3. Dimensions:

Bag dimensions are to be the inside measurements, exclusive of seals or seams. Dimension tolerances for styles are as follows:

<u>Bag Size</u>	<u>Tolerance</u>	<u>Directions</u>
up to 24 x 32	$\pm 1/2"$	All directions
more than 24 x 32	$\pm 1"$	All directions

4. Testing:

The latest revisions of ASTM D882, ASTM D1709 and ASTM D1922 apply as well as all other industry standard testing.

- V. WORKMANSHIP: All bags are to be free from gels, streaks, pinholes, particles or foreign matter and undispersed raw materials. Visible defects such as tears, blisters or imperfect seals or seams which may impair serviceability are unacceptable.
- VI. PACKAGING: All can liners are to be packed in corrugated cartons, as standard to the industry, to insure safe delivery as indicated on the contract and/or purchase order. All cartons are to be properly labeled and identified as to contents, ordering agency's name, and any additional information required by the ordering agency. Bag count cannot vary more than 3% for 100-250 bags packing and no more than 2% for 500-1,000 bags packing. Failure of contractor(s) to pack within these tolerances may result in cancellation of the contract.
- VII. TECHNICAL DATA: The bidders are to submit manufacturer's technical data sheet(s) providing ultimate tensile strength, average puncture resistance, static load test, Elmendorf Tear, and thickness information with their bid. A certified laboratory shall perform the tests. Bidder shall provide the name(s) of the laboratory that performed the specific tests and the certifying organization. If not provided as part of the bid response, the Bidder must provide said technical data and test data within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Failure to submit data sheets may deem your bid not-responsive. The state also requires submission of the following data: case sizes and weights for all items bid. If this information is not included on the manufacturer's technical data sheets, the bidder is to submit the required information by letter attachment to the bid.
- VIII. PALLETIZATION: All shipments to DMHCW 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. Shipments to other state agencies and entities as defined on page 1 do not require pallets for small case quantities.
- IX. RECYCLED PRODUCT: The Ohio Revised Code does not require the use of recycled content products. However, the Office of Procurement Services is seeking bids for the purchase of recycled content products, and agencies may do so at their option. Bidders may offer recycled content trash can liners (Category B) according to the following definitions and guidelines:
1. Definitions:
 - a. Recovered materials: Waste materials and by-products which have been recovered or diverted from solid waste.
 - b. Pre-consumer materials: Recovered materials which were production finished materials, products or by-products which did not reach the consumer for whose use they were intended, and have been diverted from solid wastes for the purposes of collection, recycling and disposition.
 - c. Post-consumer materials: Recovered materials which were generated by a business or consumer, have served their intended end uses, and have been separated or diverted from solid wastes for the purposes of collection, recycling and disposition.
 - d. Recycled content product: A product made from pre-consumer or post-consumer recovered materials whose portion as a percentage of the weight or volume of the product meets or exceeds the minimum content percentage standard guidelines established by the Director, Department of Administrative Services.

X. NOTES:

1. Percentage of Recycled Plastic Content: The purchase of recycled content plastic trash can liners is to be at the sole discretion of the purchasing agency. These plastic trash can liners are to be manufactured with a minimum content of 25% post-consumer recovered linear low density, or low density, or a blend of the two, polyethylene material by weight, and is to be so certified by the manufacturer.

2. Change of Source(s): Contractor(s) cannot change the manufacturing source(s) specified in their bid/contract unless written authorization is issued by the Office of Procurement Services. Failure to comply with this requirement may subject the resulted contract to cancellation.

3. Below are the definitions for weight and use of the different trash can liners:

LIGHT WEIGHT: 15 - 25 Lb. Capacity

Use: Paper, Refuse (Dry or Wet)

Not for Glass or Metal Containers

MEDIUM WEIGHT: 25 - 35 Lb. Capacity

Use: General Refuse of all types

Limited Cans and Bottles

HEAVY WEIGHT: 35 - 45 Lb. Cap.

Use: All Types of Refuse (Dry or Wet)

Cans and Bottles

EXTRA HEAVY WEIGHT: 45 - 55 Lb. Capacity

Use: Heaviest of Normal Refuse

Milk Cartons, Landscape Refuse

XX HEAVY WEIGHT: 55 lb.+ capacity

Use: Twigs, leaves, and other natural refuse

Must provide excellent tear and puncture resistance.

CONTRACT PRICING

CATEGORY I
Joshen Paper and Packaging

SINGLE-FOLD TOWELS

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO	CASE PACK	CASE PRICE
17426	Single-fold Towel, Unbleached, 9.25" x 10.25", 4000 per case, Minimum case weight, 20 lbs.	NPS 21950	4,000	\$13.04

Towel/Sheet Size: 9.25"x10.25" Towel Color: Natural
 Case Cubic Size: 1.75 Case Weight: 21 Cases/Truckload: 1,820

MULTIFOLD TOWELS

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO	CASE PACK	CASE PRICE
17427	Multifold Towel, Unbleached, 9.25" x 9.5", 4000 per case, Minimum case weight 19 lbs.	Putney P200N ACI MF-N	4,000	\$10.88

Towel/Sheet Size: 9.25"x9.5" Towel Color: Natural
 Case Cubic Size: 1.6 Case Weight: 19 Cases/Truckload: 1,680

NAPKINS

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO	CASE PACK	CASE PRICE
17429	Dispenser Napkin, Tall-Fold, 7" x 13", 1-Ply, 10,000 per case Minimum weight 2.8 lbs./m	Putney P-300	10,000	\$19.70

Sheet Size/Finished Size: 7.5"X13.25" Napkin Color: White
 Case Cubic Size: 3.35 Case Weight: 28 Cases/Truckload: 720

TOILET TISSUE

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO	CASE PACK	CASE PRICE
17430	Toilet Tissue, Bleached, 1-ply, 4.5" x 4.4" - 1000 sheets per roll, 96 rolls per case, Min. case weight 50 lbs.	ACITT1P96R4545	96	\$38.30

Sheets/Roll: 1000 Sheet Size: 4.5"x4.5" Sheet Ply: 1 Sheet Color: White
 Case Cubic Size: 5.4 Case Weight: 51 Cases/Truckload: 650

CATEGORY II
Joshen Paper and Packaging

SANDWICH BAGS, FOOD STORAGE BAGS, FOIL, FILM WRAP AND PARCHMENT

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
SANDWICH BAGS, PLASTIC (REGULAR)				
17433	6-1/2" x 6-1/2" min.	Inteplast PB675675	2,000	\$5.92
SANDWICH BAGS, PLASTIC (ZIP LOCK)				
17434	6-1/2" X 6" min.	Fantapak ZP6.56	2,000	\$4.74
FOOD STORAGE BAGS, PLASTIC				
17435	10" X 14" Food Storage Bags, e.g. HANDGARDS FB-14	Handgards FB-14	1,000	\$14.70
17436	12" X 18" Food Storage Bags, e.g. HANDGARDS FB-18	Handgards FB-18	1,000	\$18.90
17438	18" X 24" Food Storage Bags, e.g. HANDGARDS FB-24	Handgards FB-24	250	\$12.75
17437	27" X 37" Food Storage Bags, e.g. HANDGARDS FB-37	Handgards FB-37	200	\$18.40
ALUMINUM FOIL				
17439	18" x 1000' - .001 Gauge Foil	Western Plastics #299	1	\$33.50
FILM WRAP				
17440	24" x 2000' Film Wrap	Western Plastics #142	1	\$15.50
BAKERS PARCHMENT				
17442	16" X 24" Quilon Coated, Pan Liner	McNairn #019010	1,000	\$25.30
DISPOSABLE CAPS AND GLOVES				
17443	Cap, Paper, Overseas type	Safety Zone DHWH-1000	1,000	\$45.70
17444	Cap, 18" Bouffant	Safety Zone DBWH-18-1	1,000	\$21.00
17445	Cap, 24" Bouffant	Safety Zone DBWH-24-1	1,000	\$28.75
17446	Glove, General Purpose, Poly, 1.25 Mil, Dispenser Cartons	Safety Zone GDPE	1,000	\$3.65

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
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CUPS, BOWLS, FOOD CONTAINERS, AND LIDS; FOAM AND PLASTIC

17447	2 oz., Plastic Cup	Dart 200PC	2,500	\$19.25
17448	2 oz., Lid for Cup	Dart 200PCL	2,500	\$19.50
17449	8 oz., Styrofoam Cup	Dart 8J8	1,000	\$14.70
17450	8 oz., Cup Lid, Vented	Dart 8JL	1,000	\$8.70
17451	12 oz., Styrofoam Cup	Dart 12J12	1,000	\$20.75
17452	12 oz., Cup Lid, Vented	Dart 12JL	1,000	\$11.00
17453	16 oz., Styrofoam Cup	Dart 16J16	1,000	\$30.00
17454	16 oz., Cup Lid, Vented	Dart 16JL	1,000	\$12.50
17455	8 oz., Styrofoam Food Container	Dart 8SJ12	1,000	\$22.00
17456	12 oz., Styrofoam Bowl	Dart 12B32	1,000	\$32.00
17457	12 oz., Bowl Lid, Vented	Dart 32JL	500	\$10.75

TRAY, FOAM AND 3 COMPARTMENT, HINGED LID FOOD CONTAINER, FOAM

17458	9" x 12" – 6 Compartment Tray	Pactiv TH1-0601	500	\$20.50
17459	10" X 9-1/2" x 3-1/2", 3 Compartment Hinged Lid Food Container	Ecopax EP993	200	\$12.60

Cases/Truckload - Trays 512Cases/truckload - Food Container, Hinged 560

TABLEWARE, POLYPROPYLENE PLASTIC, MEDIUM WEIGHT, BULK

17460	Spork, 5" med. wt, bulk pack	Select Value 288289	1,000	\$5.22
17461	Teaspoon, 6" med. wt, bulk pack	Select Value 288287	1,000	\$5.22
17462	Fork, 6" med. wt, bulk pack	Select Value 288285	1,000	\$5.22
17463	Knife, 6" med. wt, bulk pack	Select Value 288286	1,000	\$5.22
17464	Soup Spoon, 6" med. wt, bulk pack	Select Value 288288	1,000	\$5.22

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO.	BALE PACK	CASE PRICE
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BAGS, PAPER – GENERAL PURPOSE

17465	5 Lb., 35# kraft, 5-1/4" x 3-3/8" x 10-3/4"	Duro 80009	3,000	\$36.00
17466	10 Lb., 35# kraft, 6-1/2" x 4" x 13-1/4"	Duro 80958	2,000	\$34.00
17467	Med., 65# kraft shopping bag w/handle, 17-7/8" x 7" x 17-7/8"	Duro 86782	200	\$37.60

CATEGORY III

Joshen Paper and Packaging

Category IIIA: LOW DENSITY/LINEAR LOW DENSITY POLYETHYLENE BAGS
MANDATORY COLORS: CLEAR AND BLACK

LIGHT WEIGHT (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17468	12X8X21	7 GAL	NAP OHR2021L	1,000	\$6.90
17469	15X9X23	10 GAL	NAP OHR2423L	1,000	\$8.75

MEDIUM WEIGHT (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17470	16X14X36	20 - 30 GAL.	NAP OHR3036M	250	\$5.95
17471	23X17X47	40 - 55 GAL.	NAP OHR4046M	250	\$11.18

HEAVY WEIGHT (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17472	20X13X39	31 - 33 GAL.	NAP OHR3339H	250	\$9.13
17473	22X16X59	60 GAL.	NAP OHR3858H	200	\$13.00

EXTRA HEAVY WEIGHT (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17474	20X13X39	21 - 33 GAL.	NAP OHR3339XH	250	\$13.00
17475	23X21X48	Glutton	NAP OHR4448XH	200	\$17.00

XX HEAVY WEIGHT (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17479	22X14X59	55 GAL.	NAP OHR3659XXH	100	\$9.55

COMPACTOR (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17481	30-1/2X50	40 GAL.	NAP OHR30550SP	100	\$11.85

CATEGORY IIIA (OPTIONAL): LOW DENSITY/LINEAR LOW DENSITY POLYETHYLENE BAGS
OPTIONAL COLORS: ORANGE AND BLUE

LIGHT WEIGHT (optional colors orange and blue):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17484	12X8X21	7 GAL	NAP OHR2021L BLE NAP OHR2021L ORG	1,000	\$7.59
17485	15X9X23	10 GAL	NAP OHR2423L BLE NAP OHR2423L ORG	1,000	\$9.63

MEDIUM WEIGHT (optional colors orange and blue):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17486	16X14X36	20 - 30 GAL.	NAP OHR3036M BLU NAP OHR3036M ORG	250	\$6.55
17487	23X17X47	40 - 55 GAL.	NAP OHR4046M BLU NAP OHR4046M ORG	250	\$12.30

HEAVY WEIGHT (optional colors orange and blue):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17488	20X13X39	31 - 33 GAL.	NAP OHR3339H BLU NAP OHR3339H ORG	250	\$10.04
17489	22X16X59	60 GAL.	NAP OHR3858H BLU NAP OHR3858H ORG	200	\$14.30

EXTRA HEAVY WEIGHT (optional colors orange and blue):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17491	20X13X39	21 - 33 GAL.	NAP OHR3339XH BLU NAP OHR3339XH ORG	250	\$14.30
17493	23X21X48	Glutton	NAP OHR4448XH BLU NAP OHR4448XH ORG	200	\$18.70

XX HEAVY WEIGHT (optional colors orange and blue):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17494	22x14x59	55 GAL.	NAP OHR3659XXHBLU NAP OHR3659XXHORG	100	\$10.51

COMPACTOR (optional colors orange and blue):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17495	30-1/2X50	40 GAL.	NAP OHR30550SPBLU NAP OHR30550SPORG	100	\$13.04

CATEGORY IIIB: LOW DENSITY/LINEAR LOW DENSITY POLYETHYLENE BAGS (RECYCLED)
MANDATORY COLORS: CLEAR AND BLACK

LIGHT WEIGHT (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17499	12x8x21	10 GAL	NAP OHRR2021L	1,000	\$7.50
17500	15x9x23	16 GAL	NAP OHRR2423L	1,000	\$9.50

MEDIUM WEIGHT (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17501	16x14x36	20 - 30 GAL	NAP OHRR3036M	250	\$6.50
17502	23x17x47	40 - 45 GAL	NAP OHRR4046M	250	\$11.38

HEAVY WEIGHT (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17503	20x13x39	31 - 33 GAL	NAP OHR3339H	250	\$9.19
17504	22x16x59	60 GAL	NAP OHR3858H	200	\$14.00

EXTRA HEAVY WEIGHT (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17505	20x13x39	31 - 33 GAL	NAP OHRR3339XH	250	\$13.25
17506	23x21x48	Glutton	NAP OHRR4448XH	200	\$18.91

XX HEAVY WEIGHT (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17507	22x14x59	55 GAL.	NAP OHRR3659XXH	100	\$9.55

COMPACTOR (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17508	30-1/2x50	40 GAL.	NAP OHRR30550SP	100	\$11.00

Specify % Recycled Content 25 % (Average for category IIIB (black and clear))

CATEGORY IIIB (OPTIONAL): LOW DENSITY/LINEAR LOW DENSITY POLYETHYLENE BAGS (RECYCLED)
OPTIONAL COLORS: ORNAGE AND BLUE

LIGHT WEIGHT (optional colors orange and blue, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17509	12x8x21	10 GAL	NAP OHRR2021L BLE NAP OHRR2021L ORG	1,000	\$8.25
17510	15x9x23	16 GAL	NAP OHRR2423L BLE NAP OHRR2423L ORG	1,000	\$10.45

MEDIUM WEIGHT (optional colors orange and blue, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17511	16x14x36	20 - 30 GAL	NAP OHRR3036M BLU NAP OHRR3036M ORG	250	\$7.28
17512	23x17x47	40 - 45 GAL	NAP OHRR4046M BLU NAP OHRR4046M ORG	250	\$12.74

HEAVY WEIGHT (optional colors orange and blue, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17513	20x13x39	31 - 33 GAL	NAP OHRR3339H BLU NAP OHRR3339H ORG	250	\$10.29
17514	22x16x59	60 GAL	NAP OHRR3858H BLU NAP OHRR3858H ORG	200	\$15.68

EXTRA HEAVY WEIGHT (optional colors orange and blue, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17515	20x13x39	31 - 33 GAL	NAP OHRR3339XH BLU NAP OHRR3339XH ORG	250	\$14.84
17516	23x21x48	Glutton	NAP OHRR4448XH BLU NAP OHRR4448XH ORG	200	\$21.17

XX HEAVY WEIGHT (optional colors orange and blue, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17517	22x14x59	55 GAL.	NAP OHRR3659XXHBLU NAP OHRR3659XXHORG	100	\$10.70

COMPACTOR (optional colors orange and blue, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17518	30-1/2x50	40 GAL.	NAP OHR30550SPBLU NAP OHR30550SPORG	100	\$12.32

Specify % Recycled Content 25 % (Average for category IIIB (orange and blue))

BID SUBMISSION CHECK-OFF LIST

<u>Submitted</u>		<u>Required</u>
	<u>Required with the Bid Response</u>	
_____	Bid Cover Page, Signed in Blue Ink (Page 1)	_____ Yes
_____	Required Certification For Bidding (Page 2)	_____ Yes
_____	Disclosure Of Subcontractors/Joint Ventures (Page 6)	_____ Yes
_____	Completed ITEM IDENTIFICATION (Pages 18-25)	_____ Yes
_____	Insurance requirements documentation (page 8)	_____ Yes
_____	Authorized dealer or manufacturer letters (page 3)	_____ Yes
_____	Descriptive Literature (page 4)	_____ Yes
_____	Completed BIDDERS DISCLOSURE STATEMENTS (page 5)	_____ Yes
_____	Completed AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST (page 5)	_____ Yes
_____	Completed DISCLOSURE OF FULFILLMENT HOUSES (page 6)	_____ Yes
_____	Completed DMA Form (Page 2)	_____ Yes
_____	Completed W-9 Form (Page 9)	_____ Yes
	<u>Required During the Bid Evaluation Process</u>	
_____	Samples (page 7, 5 business days after requested) {UPON REQUEST ONLY}	_____ Yes
_____	Affirmative Action Verification Form (V. – I.) (page 9) http://www.das.ohio.gov/Eod/AAPV.htm	_____ 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)

November 12, 2009 _ SA900810 Invitation to Bid by Reverse Auction Qualification Summary posts per page 1.

November 30, 2009 _ Qualifying Summaries due to DAS Procurement Services per page 1.

November 30-December 2, 2009 _ Sample requests sent to vendors, if required.

December 7, 2009 _ Invitation to Live Auction Issued to Qualified Bidders by HedgeHog Inc.

December 7-10, 2009 _ Qualified Bidders Registered and Trained by HedgeHog Inc.

December 11, 2009 _ Live Reverse Auction conducted.

December 11, 2009 _ Completion of sample process, if required.

December 15, 2009 _ Contract Award

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: SR900610-1 (1/31/12)



Purchase Orders To:
0000070267
Joshen Paper & Packaging
5808 Grant Ave.
Cuyahoga Heights, OH 44105

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Remit To:
Joshen Paper & Packaging of Cleveland
PO Box 643754
Pittsburgh, PA 15264-3754

CONTRACTOR'S CONTACT: Anthony Salyers

Toll Free: (800) 793-2247 – Ext. 350
Telephone: (800) 793-2247 – Ext. 350
FAX: (216) 640-2716
E-Mail: salyers@joshen.com

Preferred method of receiving purchase orders:

fax or email to Contractor's contact