

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	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
OT906810	APRIL 14, 2010		
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395		CITY	STATE ZIP
Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. DMH003F	BID NOTICE DATE APRIL 2, 2010	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): OHIO DEPARTMENT OF MENTAL HEALTH, CENTRAL WAREHOUSE, 3201 ALBERTA ST., COLUMBUS, OH 43204			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>CATEGORY I ONLY, COLD CEREAL, BULK, OF OT903110, CEREAL, HOT AND COLD, BULK AND SINGLE SERVING</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>May 1, 2010</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>August 31, 2011</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: <u>Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions</u>. 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 <u>www.ohio.gov/procure</u>. All questions should be submitted a minimum of two (2) 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://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

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

The Bidder being awarded this Contract must:

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

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

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.

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT903110 effective 05/01/10.

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 Office of Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Office of 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 inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

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

MINIMUM ORDER CATEGORY I: No order shall be placed against a Contract awarded pursuant to this Bid for Category I for less than a truckload quantity.

EVALUATION: To determine the low lot total price of each category, the State will multiply the estimated annual usage of each item in the category by its corresponding price per ounce and then add these totals together. Price per ounce will be determined by dividing the Case Price submitted on the bid by total ounces per case entered in the Pack Offered column of the bid. Although there will be separate category awards made, bidders are eligible to receive awards of multiple categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the categories. Failure to bid all items within a category may result in the Bidder being deemed not responsive.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible bidder by low lot total, by category of product. Failure to bid all items in a category may result in the Bidder being deemed not responsive, for that category.

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.

AUTHORIZED DEALER STATEMENT: Bidders responding to this Invitation to Bid must be authorized dealers or manufacturers of the products they are bidding. Bidders should submit, with the bid, certification attesting to the fact they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized manufacturer's representative. If not provided with the bid response bidder will be required to provide the said certification within seven (7) calendar days, after notification, to the Office of Procurement Services. Failure to provide the certification with the bid or within the stated time period will result in the bidder being deemed as not responsive.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. The literature will be used during evaluation to determine compliance with the specifications. The literature should provide pack information verification of compliance with the specifications, and compliance information for the requirements. If not provided as part of the Bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any Contract and will be disregarded by the State. Failure of the Bidder to furnish descriptive literature either as part of their Bid response or within the time specified herein will deem the Bidder not responsive.

SAMPLES: Samples may be requested from one or more Bidders during the evaluation period. A Bidder requested to submit samples shall submit only the quantity of product sample requested (a minimum of two [2] samples). Parcels containing samples are to be clearly labeled with the Bidder's company name, the Bid Number, and the Bid Opening Date. The product sample should be labeled in accordance with the information provided by the Bidder on the bid response as to processor (manufacturer), brand name, and product code number. Sample submitted shall be the same product offered on the Bidder's bid response and the same product delivered, if Bidder should receive an award. Samples shall be sent to the Food Service Section, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204, Attn: Mr. Steve Knight (614) 752-0026, Ext. 21. Bidders shall submit samples only upon request. Only one (the first) shipment of samples submitted by a bidder for an ITB will be evaluated. Failure to supply samples during the evaluation period, within seven (7) calendar days of the request from Central Warehouse shall deem your bid not responsive.

Awards will be based on product compliance with specifications, and determined by the Food Service Section to be equal in all material respects to the product referenced in this Invitation to Bid, and test results as to palatability, portion weight, appearance, etc.

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

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

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

USAGE REPORTS: Every six (6) months the Contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Russell Perry.

SPECIFICATIONS FOR CEREAL, HOT AND COLD, BULK AND SINGLE SERVING

I. SCOPE AND CLASSIFICATION

A. Scope: The purpose of this Bid is to obtain a Contractor(s) to supply Category I ONLY, Cold Cereal, Bulk, of Cereal, Hot and Cold, Bulk and Single Serving, to the Ohio Department of Mental Health, Central Warehouse, 3201 Alberta St., Columbus, OH 43204, for use at the state institutions. The Contractor shall deliver cereal, FOB destination prepaid, within twenty one (21) days ARO. The term of any ensuing contract is to be from May 1, 2010 or when signed by DAS, through August 31, 2011.

B. Classification

1. Category I shall consist of Cold Cereal, Bulk, Ready to Eat.

- a. Corn Flakes
- b. Sugar Frosted Flakes
- c. Crisp Rice
- d. Bran Flakes
- e. Toasted Oats
- f. Fruit Flavored Shapes (from corn, wheat and/or oat flours)

II. REQUIREMENTS

A. Salient Characteristics

1. Appearance and Color: Shall have the appearance and color characteristic for the applicable type and flavor.
2. Odor and Flavor: Shall have the odor and flavor characteristic for the applicable type and flavor. There shall be no foreign odors or flavors such as, but not limited to, rancid, bitter, raw, starchy, sour, or other undesirable flavors and odors.
3. Foreign Material: All ingredients shall be clean, sound, wholesome, and free from evidence of rodent or insect infestation. There shall be no foreign material such as, but not limited to, dirt, insect parts, hair, wood, glass, or metal.
4. Age Requirement: The cold cereal shall be processed and packaged not more than sixty (60) days prior to shipment.

B. Regulatory Requirements

1. The cereal shall comply with all applicable federal and state mandatory requirements and regulations relating to preparation, packaging, labeling, storage, distribution, and sales of cereal within the commercial marketplace. Cereal shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.
2. Guaranty: By the signature affixed on page 1 of this Bid, the Contractor guarantees that, as of the date of delivery to the State or the State's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.

C. Quality Assurance Provisions

Cereals provided shall meet the salient characteristics of this specification, conform to the producer's own specifications, standards, and quality assurance practices, and shall be the same cereal offered for sale in the commercial marketplace. The State reserves the right to require proof of such conformance.

D. Packaging

1. The packaging of all products shall be in accordance with good commercial practice and products shall be packed in containers standard to the industry.
2. Preferred packaging for products in all categories are as specified on pricing page. Alternate pack sizes may be offered (+/- 50 % per case). If alternate pack sizes are offered, these items will be evaluated in accordance with price per oz.

E. Delivery

1. Shipment shall be made to the Ohio Department of Mental Health, Central Warehouse, 3201 Alberta Street, Columbus, OH 43204.
 - a. The Contractor shall contact the Ohio Department of Mental Health, Central Warehouse at (614) 752-0026, Ext. 10 to schedule an appointment for unloading prior to loading for shipment. Unloading is by appointment only. Receiving hours are from 8:00 a.m. to 2:00 p.m.
 - b. No partial deliveries will be accepted unless prior approval has been granted by the Ohio Department of Mental Health, Central Warehouse, Mr. Steve Knight at (614) 752-0026, Ext. 21.

- F. Palletization: All shipments are to be palletized. Contractor(s) shall furnish commodity palletized on either disposable pallets or 40" x 48" 4-way (GMA) pallets for truckload deliveries. Weight shall not exceed 2500 lbs. Pallets of equal value will be exchanged at the time of delivery.

- G. Nutrition Label/Information: Bidders should submit a nutrition label/information for each product offered as part of their bid response. If not submitted with the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services. A nutritional label panel (examples shown below) from the product label or nutrition information on the packer/processor's specification sheet or letterhead listing the same information as a nutrition label panel is acceptable. The nutrition label/information provided must be legible. The nutrition label/information provided must be in accordance with 21 CFR 101.9 (Nutrition labeling of food). Nutrition label/information is required as part of the bid evaluation and to comply with 7 CFR 210 (National School Lunch Program) and 7 CFR 220 (School Breakfast Program).

Nutrition Facts	
Serving Size 1 cup (228g) Servings Per Container 2	
Amount Per Serving	
Calories 260	Calories from Fat 120
% Daily Value*	
Total Fat 13g	20%
Saturated Fat 5g	25%
Trans Fat 2g	
Cholesterol 30mg	10%
Sodium 660mg	28%
Total Carbohydrate 31g	10%
Dietary Fiber 0g	0%
Sugars 5g	
Protein 5g	
Vitamin A 4%	• Vitamin C 2%
Calcium 15%	• Iron 4%
* Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs:	
	Calories: 2,000 2,500
Total Fat	Less than 65g 80g
Sat Fat	Less than 20g 25g
Cholesterol	Less than 300mg 300mg
Sodium	Less than 2,400mg 2,400mg
Total Carbohydrate	300g 375g
Dietary Fiber	25g 30g
Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4	

Nutrition Facts		
Serving Size 1/12 package (44g, about 1/4 cup dry mix) Servings Per Container 12		
Amount Per Serving		
Calories	Mix	Baked
Calories	190	280
Calories from Fat	45	140
% Daily Value**		
Total Fat 5g*	8%	24%
Saturated Fat 2g	10%	13%
Trans Fat 1g		
Cholesterol 0mg	0%	23%
Sodium 300mg	13%	13%
Total Carbohydrate 34g	11%	11%
Dietary Fiber 0g	0%	0%
Sugars 18g		
Protein 2g		
Vitamin A	0%	0%
Vitamin C	0%	0%
Calcium	6%	8%
Iron	2%	4%
* Amount in Mix		
** Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs:		
	Calories: 2,000	2,500
Total Fat	Less than 65g	80g
Sat Fat	Less than 20g	25g
Cholesterol	Less than 300mg	300mg
Sodium	Less than 2,400mg	2,400mg
Total Carbohydrate	300g	375g
Dietary Fiber	25g	30g

Nutrition Facts		Amount/serving	% Daily Value*	Nutrition Facts		Amount/serving	% Daily Value*
Serving Size 2 slices (56g) Servings per container 10		Total Fat 1.5g	2%	Serving Size 2 slices (56g) Servings per container 10		Total Carbohydrate 26g	9%
Calories 140 Calories from Fat 15		Saturated Fat 0.5g	3%	Serving Size 2 slices (56g) Servings per container 10		Dietary Fiber 2g	8%
		Trans Fat 0.5g				Sugars 1g	
		Cholesterol 0mg	0%			Protein 4g	
		Sodium 280mg	12%				
		Vitamin A 0%	• Vitamin C 0%	• Calcium 6%	• Iron 6%		
		Thiamin 15%	• Riboflavin 8%	• Niacin 10%			
* Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs: Calories: 2,000 2,500							
		Total Fat	Less than 65g	80g			
		Sat Fat	Less than 20g	25g			
		Cholesterol	Less than 300mg	300mg			
		Sodium	Less than 2,400mg	2,400mg			
		Total Carbohydrate	300g	375g			
		Dietary Fiber	25g	30g			

YOUR BID:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award. Price per ounce will be the unit of measure used during evaluation. Price per case will be the awarded contract price based on the below information and the price per ounce submitted during the reverse auction. Prices are to be FOB destination prepaid. Failure to complete the Pack Offered information may deem your bid not responsive. Failure to bid all items in a category may deem your bid not responsive for the respective category.

CATEGORY I – COLD CEREAL, BULK

ITEM ID NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE/CS	PREFERRED CASE/BAG/PACK +/- 50%	PACK OFFERED CASE/PACK	PROCESSOR/ BRAND NAME/ PRODUCT CODE NUMBER (PCN)	PRICE PER CASE
2723	Corn Flakes, Bulk	36,000	4/35 oz. pkg per case	___/___ oz. pack per case		
7746	Sugar Frosted Corn Flakes, Bulk	3,000	4/35 oz. pkg per case	___/___ oz. pack per case		
2727	Crisp Rice, Bulk	28,000	4/35 oz. pkg per case	___/___ oz. pack per case		
2722	Bran Flakes, Bulk	31,000	4/35 oz. pkg per case	___/___ oz. pack per case		
7747	Toasted Oats, Bulk	33,000	4/35 oz. pkg per case	___/___ oz. pack per case		
2725	Fruit Flavored, Bulk	2,100	4/35 oz. pkg per case	___/___ oz. pack per case		

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

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

Bid Automobile Liability Checklist:

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

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the Contractor will have cause to be on state property to make deliveries or to perform services.

Disclosure Of Subcontractors / Joint Ventures (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

BID SUBMISSION CHECK LIST

<u>SUBMITTED</u>		<u>REQUIRED</u>
	SUBMISSIONS REQUIRED WITH THE BID RESPONSE	
_____	BID COVER PAGE, SIGNED IN BLUE INK (PAGE 1)	<u>YES</u>
_____	BUY OHIO AND DOMESTIC PREFERENCES (PAGE 2)	<u>YES</u>
_____	BID AUTOMOBILE LIABILITY CHECKLIST (PAGE 9)	<u>YES</u>
_____	DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (PAGE 9)	<u>YES</u>
_____	BID PRICING PAGE (PAGE 8)	<u>YES</u>
	MATERIALS REQUIRED DURING THE EVALUATION PROCESS	
_____	AUTHORIZED DEALER STATEMENT (PAGE 4) Should be submitted with response	<u>YES</u>
_____	DESCRIPTIVE LITERATURE (PAGE 4) Should be submitted with response	<u>YES</u>
_____	NUTRITION LABEL/INFORMATION (PAGE 7) Should be submitted with response	<u>YES</u>
_____	SAMPLES (PAGE 4, *UPON REQUEST ONLY*)	<u>YES</u>
_____	WORKER'S COMPENSATION CERTIFICATE (ARTICLE S-12)	<u>YES</u>
_____	COMMERCIAL AUTOMOBILE LIABILITY INSURANCE (ARTICLE S-13)	<u>YES</u>
_____	COMMERCIAL GENERAL LIABILITY INSURANCE (ARTICLE S-13)	<u>YES</u>
_____	DECLARATION OF MATERIALS ASSISTANCE (DMA) FORM (PAGE 2) http://www.publicsafety.ohio.gov/links/HLS0038.pdf	<u>YES</u>
_____	AFFIRMATIVE ACTION VERIFICATION FORM (ARTICLE I) http://www.das.ohio.gov/Eod/AAPV.htm	<u>YES</u>

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.