

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

MANDATORY USE CONTRACT FOR: Coarse Ground Beef, Fresh, Chilled

CONTRACT No.: OT00908303

EFFECTIVE DATES: 05/01/12 to 04/30/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT00908303 that opened on 04/20/12. 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 Ohio Penal Industries, Meat Processing Career Center, 11446 St Rt 762, Orient, OH 43146, 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:

Jennifer Shaefer
jennifer.shaefer@das.state.oh.us

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

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

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

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

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within twenty-eight (28) days after receipt of order and, in accordance with paragraphs S-8, S-9 and S-10 of the Supplemental Contract Terms and Conditions. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

MINIMUM ORDER: The minimum quantity of any order placed against a contract awarded pursuant to this bid shall be forty thousand (40,000) pounds.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will review every Bid response to insure that the Bidder has properly responded to all of the requirements of the Bid. The state will also evaluate the bid based upon the mark up price per pound. If the State of Ohio determines the pricing to be excessive the bid will be disqualified.

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 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: Jennifer Shaefer.

SPECIAL CONTRACT TERMS AND CONDITIONS

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Instructions to Bidders, Article I-20): 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 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 service.

Notice on the Use of Social Security Numbers as Federal Tax Identification Numbers

The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor to supply fresh chilled coarse ground beef requirements to be ordered by Ohio Penal Industries (OPI), Meat Processing Career Center (MPCC). The estimated quarterly requirement is 40,000 pounds of coarse ground beef. Orders will be placed once a quarter. OPI Meat Processing Career Center normally produces beef trimmings which are used in production of end products. This contract will supplement the quantity produced by the OPI Meat Processing Career Center. If, for any reason, the OPI Meat Processing Career Center is unable to produce beef trimmings or if there are changes in production, monthly requirements for coarse ground beef from this contract may be as high as 150,000 pounds per month with deliveries requested weekly. The state of Ohio is not obligated to order coarse ground beef in this or any other amount. Should the OPI Meat Processing Career Center be closed for a time or decrease production for some unforeseen reason, orders may decline in quantity and/or frequency or may cease. Delivery shall be made F.O.B. destination prepaid. The term of any contract issued pursuant to this bid shall be for one (1) year, from May 01, 2012 through April 30, 2013.

B. Classification

1. Coarse Ground Beef, Fresh, Chilled

II. APPLICABLE DOCUMENTS

- A. United States Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS), Meat, Poultry and Egg Product Inspection Directory (http://www.fsis.usda.gov/Regulations_&Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp)
- B. United States Department of Agriculture (USDA) Daily National Carlot Meat Report (<http://www.ams.usda.gov/mnreports/lswwklyblue.pdf>)
- C. United States Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS), FSIS Notice 25-11, Sampling of Low Production Volume Raw Ground Beef Establishments for Salmonella and E Coli O157:H7 (<http://www.fsis.usda.gov/OPPDE/rdad/FSISNotices/25-11.pdf>)
- D. United States Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS), FSIS Notice 80-11, Collecting Supplier Information at the time of Sample Collection for E Coli O157:H7 in Raw Ground Beef Products and Bench Trim (http://www.fsis.usda.gov/Regulations_&Policies/FSIS_Notices_Index/index.asp)

III. REQUIREMENTS

A. End Product (Coarse Ground Beef, Fresh, Chilled) Base Price Number (BPN) U25

1. The coarse ground beef may be prepared from any portion of the carcass which yields product that will meet end item requirements.
2. Ingredients that may be included are as follows:

Boneless primals and subprimals from slaughter steers and heifers and whole carcass trimmings in natural proportions. Bull meat is acceptable. Shank meat is permissible if tendons or ligaments are removed in such a manner as to expose seventy-five (75%) percent lean.

3. Ingredients that may not be included are as follows:

Water, foreign objects, mechanically separated meat, organ meat, wet ice, tenderizing agents, excessive abdominal tissue, blood clots, bruised meat, backstrap, cartilage, spinal cord and bones.

SPECIFICATIONS (Cont'd)

4. Trimmings derived from automatic deboning machines and/or advance lean retrieval systems shall be excluded.
5. Meat shall be fresh, never frozen and delivered chilled. The temperature of the meat received shall be not less than 28 degrees F. and shall not exceed 40 degrees F.

6. Fat Content and Chemical Analysis

- a. Fat content is limited to 27% per production lot, with a 2% variance, without a discount being taken.
- b. Product with a fat content from 29.01 through 39.00 percent shall be accepted and discounted in accordance with the table below:

<u>Percent Fat Content Per Production Lot</u>	<u>Applicable Discount Percent of Contract Price</u>
29.01 through 39.00	5.0
39.01 and higher	10.0

- c. Meat Processing Career Center (MPCC) reserves the right of refusal for individual lots if they do not meet specifications.
7. All meat shall be clean, wholesome and unadulterated. Beef shall be in excellent condition, i.e. exposed lean and fat surfaces shall be of a color and bloom typical of beef which has been properly stored and handled. Cut surfaces shall show no more than slight darkening or aging and/or microbial activity. No odors foreign to fresh meat shall be present and the meat shall show no evidence of freezing, defrosting or mishandling. Product will be rejected if it has been abused in any way, such as stored without proper refrigeration, improperly handled, shows evidence of excessive bacterial growth or shows any other evidence that would cause it to be unfit for human consumption.
8. Meat shall be delivered within five (5) days of processing, excluding the processing day.
9. Delivery of a quantity that is within five (5%) percent of the total quantity ordered will be deemed a complete order. Delivery of a quantity less 95% of the total quantity ordered may require another delivery for the balance of the quantity ordered. Delivery of a quantity greater than 105% of the total quantity ordered may result in the quantity of product in excess of this amount being rejected.

B. Regulatory Requirement: All meat and meat products will originate from animals slaughtered in establishments regularly operated under the Meat Inspection Operations regulations of the USDA, Food Safety and Inspection Service (FSIS) or the Ohio Department of Agriculture (ODA) or under a system of meat inspection approved by FSIS. In addition, meats and meat products will be processed in establishments, that meet this requirement.

C. Packaging

1. Coarse Ground Beef shall be delivered fresh chilled and placed into 10 pound Chubs. No alternate packs are acceptable.
2. Each delivery shall consist of 20 to 100 lbs Coarse Ground Beef (10 lbs per Chub) per shipping container
3. Shipping containers shall be clean and unbroken.

SPECIFICATIONS (Cont'd)

D. Labeling

1. Meat shall be inspected for wholesomeness and all shipping containers shall bear the official USDA or ODA inspection legend
2. Label shall identify 73/27 lean/fat content.

IV. CONTRACT PRICE

A. Base Price

The USDA Daily National Carlot Meat Report (NCMR) publishes the daily weighted average prices for beef products. This publication is the only acceptable report for base price determination. The item listed below shall be used to establish a base price for Coarse Ground Beef Chubs. The following is a reference showing which line item weighted average price on the USDA Daily National Carlot Meat Report (see page 1, section II. B.) shall apply for Coarse Ground Beef Chubs:

Item from USDA Daily NCMR:

National Boxed Beef Cuts – Negotiated Sales – Afternoon GB – Steer/Heifer Source – 10 Pound Chub Basis
F.O.B. Plant – National
Fresh 73%
BPN# U25

Example:

An order is placed March 02, 2012.

The following day, the USDA Daily National Carlot Meat Report lists the previous day's weighted average price for the item listed above as \$138.95 per cwt.

Base Price = $\$138.95 \div 100$

Base Price = \$1.3895 per lb.

Base Price = \$1.390 per lb. (Base price shall be no more than three (3) digits after the decimal point. Fourth digit to be rounded down if four (4) or less and rounded up if five (5) or more. Rounding of prices shall be done at the end of the formula, as shown above.)

B. Mark Up

To the base price per pound, will be added the contractor's "mark up" per pound (see pricing page). The mark up per pound shall cover all costs associated with providing the required services listed herein including, but not limited to, transportation, processing, fat analysis, packaging, wages, benefits, overhead, profit, etc.

C. Total Price

The total price per pound will be determined by adding the applicable base price per pound (see section IV.A. above) to the mark up per pound (see pricing page).

SPECIFICATIONS (Cont'd)

- D. If the applicable USDA Daily National Carlot Meat Report does not report a price for the item listed above for the date the order is placed, the price from the latest previous USDA Daily National Carlot Meat Report for the specified item shall apply.

V. ORDERING PROCEDURE

- A. Telephone call(s) to order Coarse Ground Beef from this contract may be placed by authorized representative(s) of OPI, Meat Processing Career Center. After the award of this contract, the OPI, Meat Processing Career Center Manager will provide the contractor with the authorized representative(s) name(s).
- B. Within one (1) business day of each telephone order, the contractor shall provide OPI, Meat Processing Career Center with verbal acknowledgement of the order and with the applicable base price for the item from the USDA Daily National Carlot Meat Report.
- C. OPI, Meat Processing Career Center shall confirm the base price in the USDA Daily National Carlot Meat Report and issue a purchase order confirming the telephone order within one (1) business day of each telephone order.
- D. Invoice shall be issued in original plus three (3) copies.
- E. Should a contractor be unable to fulfill an order, contractor shall state so at the time the telephone order is placed and no purchase order will be issued. Should a contractor accept a telephone order, receive a purchase order and fail to fulfill the order, this will be considered a default of contract.

VI. DELIVERY

- A. Deliveries shall be made to Ohio Penal Industries, Meat Processing Career Center, 11446 State Route. 762, Orient, Ohio 43146.
- B. Deliveries shall be made quarterly.
- C. Delivery hours are 7:30 a.m. to 2:30 p.m., Monday through Friday, excluding state holidays.
- D. A delivery appointment is necessary and must be made prior to loading for shipment.
- E. A delivery appointment may be scheduled by contacting the OPI Meat Processing Career Center at (614) 877-9418.
- F. Delivery shall be made via refrigerated truck and the temperature of the coarse ground beef at the time of delivery shall be not less than 28 degrees F and shall not exceed 40 degrees F.
- G. All delivery trailers shall be clean and odor free.
- H. If the contractor is unable to meet a scheduled delivery date due to delays caused by the state, the delivery date will be adjusted accordingly to offset such delays.

VII. QUALITY ASSURANCE

- A. All establishments supplying coarse ground beef to OPI, Meat Processing Career Center will be required to provide a copy of their HACCP plan upon request. The HACCP plan must be deemed effective and shall address:

SPECIFICATIONS (Cont'd)

1. The USDA requirement for *E. Coli* 0157:H7 treatment (See USDA, FSIS Notice 05-09)
 - a. A document (e.g., letter of guarantee) must accompany each product shipment from supplier that provides assurance that the supplier employs CCPs that address *E. coli* O157:H7 and that describes those interventions
 - b. Certificates of analysis (COAs) (i.e., actual test results) and the sampling method used (e.g., N=60) by the supplier must be provided upon request
2. A document (e.g., letter of guarantee) expressing that the producing establishment employs preventive measures for zero tolerance requirements and Specific Risk Materials (SRMs) associated with Bovine Spongiform Encephalopathy (BSE) must be provided upon request
- B. The state of Ohio reserves the right to inspect the producing establishment and verify the contents and effectiveness of the HACCP plan and plant sanitation procedures.
- C. In the event plant sanitation procedures are deemed unsatisfactory by representatives of the state of Ohio, the contract may be immediately cancelled.
- D. In accordance with article S-15 of the Supplemental Contract Terms and Conditions, samples may be taken from deliveries made and submitted to an independent lab for laboratory tests at the option of the Department of Administrative Services (DAS) or OPI, Meat Processing Career Center. The state will bear the cost of the testing when samples are found to be in compliance with the contract. If the samples do not conform to the contract, the contractor will bear the costs of testing and the state will apply the terms and conditions of the Termination provision of this Contract.

VIII. CONTRACTOR RESPONSIBILITIES

1. Processor must perform microbiological testing of the coarse ground beef for *Escherichia coli* 0157:H7. A copy of the test results must accompany each delivery. Any shipment of product not accompanied by microbiological test results for *E. coli* 0157:H7 will be refused at destination, will remain the property of the contractor and will be returned at the contractor's expense.
2. The contractor must provide a complete listing of all net weights delivered at the time of delivery. Any shipment of product not accompanied by a net weight list will be refused at destination, will remain the property of the contractor and will be returned at the contractor's expense. Net weights will be verified by OPI Meat Processing Career Center at the time of delivery. Should there be a discrepancy in weight, the contractor shall provide a corrected net weight list and a corrected invoice, if invoice has been issued.
3. Should delivered product be rejected for failure to meet contract requirements, replacement product shall be delivered within seven (7) days of rejection of delivery.
4. Should delivered product be rejected after delivery has been completed, rejected product shall be picked up within twenty-four (24) hours of verbal notification of rejection to the contractor.

IX. CONTRACTOR'S QUALIFICATIONS

The bidder shall be an establishment as defined by Revised Code Section 918.01 and shall be the establishment processing the product. The establishment shall be licensed by the Department of Agriculture under Chapter 918. of the Revised Code or produce meat products under federal inspection, as defined in Revised Code Sections 918.01.

or

The bidder must identify the establishment from which they are obtaining the product and should submit with the bid response a letter from the establishment.

SPECIFICATIONS (Cont'd)

The letter from the establishment shall state that the establishment agrees to supply product to the bidder pursuant to any contract issued as a result of this bid. The letter shall be on establishment's letterhead and shall be signed by an officer of the corporation. The letter shall be addressed to the Department of Administrative Services, Office of Procurement Services.

Establishment name(s) and number(s) from which product will be obtained:

Establishment Name: Retail Ready Foods

USDA Establishment No.: 8205

Failure to provide the establishment name(s) and number(s) in the spaces provided above will deem your bid not responsive.

Contractor(s) shall not provide product from any other source during the term of any contract issued pursuant to this bid without written permission from the Department of Administrative Services, Office of Procurement Services. Failure to comply with this specification may result in immediate cancellation from contract.

Failure of bidder who is not the establishment processing the product to submit the specified letter with the bid response may deem your bid not responsive.

If the letter from the establishment is not submitted with the bid response, it may be requested during bid evaluation. Failure to provide a letter(s) requested during the bid evaluation, by the deadline provided (within seven (7) calendar days of request), will deem the bid not responsive.

X. SPECIAL NOTE

- A. GUARANTY: By the signature affixed on page 1 of this bid/contract, 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 Meat Inspection Act.

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.

OAKS ITEM ID NUMBER	DESCRIPTION	ESTIMATED ANNUAL REQUIREMENTS	* MARKUP
21732	Coarse Ground Beef, Fresh, Chilled	160,000 lbs.	\$0.001 per lb.

* See page 6, paragraph IV.B. for definition of markup

CONTRACTOR INDEX

CONTRACTOR DELIVERY AND TERMS

CONTRACT NO.: OT00908303-1 (04/30/13)



164999
Shamrock Meats, Inc.
PO Box 230
Shamrock, TX 79079

TERMS: Net 30 Days

DELIVERY: 7 Days A.R.O.

CONTRACTOR'S CONTACT: Ms. Donnese Taylor

Telephone: (806) 256-5431
FAX: (806) 256-5222
E-mail: shamrockmeats@gmail.com