

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: STROMBOLI, CHICKEN FAJITA, TURKEY HAM AND PORK HAM, PROCESSED USING USDA COMMODITY FOODS

CONTRACT No.: OT902013

EFFECTIVE DATES: 11/01/12 to 07/31/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902013 that opened on 09/12/12. 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 Department of Education, Office for Child Nutrition, 25 South Front Street, Columbus, OH, 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, CPPB
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 & 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: Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful contractor by the using agency. Product will be processed and delivered within one (1) month of receipt of the commodity order or as mutually agreed by the contractor and the Ohio Department of Education (ODE) and, in accordance with Article S-2, S8, S9 and S10 of the Supplemental Contract Terms and Conditions. Deliveries shall be made to the following Ohio sites. The delivery location will be noted on the purchase order issued by the participating agency. All shipments are to be in accordance with the quantities ordered. Quantities ordered may be to the nearest whole pallet, or as mutually agreed by the contractor and ODE. Unloading of ordered product is by appointment only. The contractor shall contact the cold storage facilities to make an appointment for unloading prior to loading for shipment. The percentage of total product to be delivered to each location is also provided. The state reserves the right to add, delete, or change distribution centers and/or percentage of usage during the course of the contract. 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 in regards to latent defects, fraud, or such gross mistakes as amount to fraud.

<u>CITY</u>	<u>WAREHOUSE</u>	<u>PERCENTAGE OF PRODUCT</u>
Dayton, Ohio	Terminal Cold Storage	50%
Cincinnati, Ohio	SYSCO Food Storage	12%
Cleveland, Ohio	SYSCO Foodservice	38%

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid to the three (3) cold storage facilities in the state of Ohio listed above, or any other cold storage facilities that ODE designates in the state of Ohio. Commodity will be delivered to the contractor by the USDA, F.O.B. Destination.

PAYMENT: Shall be in accordance with Article III.B. of Contract Terms and Conditions with the following exception: Payments will be due on the 90th calendar day rather than the 30th calendar day. If payment terms are listed on the invoice of the Ohio Department of Education, it must be consistent with the terms of the contract.

DOCUMENTATION

1. The bidder should submit a narrative of their processing and fabrication procedures as part of the bid response for product to be produced under this contract. The processing and fabrication procedures are to describe the product and the exact method of processing.
2. Commodity Food Processing Agreement: The successful contractor shall complete and sign an Ohio processing agreement prior to the inception date of any ensuing contract. The processing agreement will be provided by the Department of Education (ODE), Office for Child Nutrition (OCN) and is the authority to process USDA commodity foods and adherence to its contents is mandatory. Failure to complete and return this document prior to inception date of any ensuing contract may result in immediate cancellation from contract.

Attachment A to the bid, page 13, of the processing agreement is 'Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions' (Form AD-10-48 [11/97]). This page of the agreement only should be submitted as part of the bid response.

Processor shall furnish to Department of Education a surety bond obtained only from a surety company listed in the U.S. Department of Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", an irrevocable letter of credit, or an escrow account. Such bond, letter of credit, or escrow account shall be made payable to the Department of Education. The bond shall guarantee that the processor shall faithfully account for, return, or pay for all of the Commodity Food received or carried forward, in accordance with the processing agreement.

Inventory protection is required by the Department of Education prior to the delivery of commodity food to the processor. The minimum amount of the bond, letter of credit or escrow account, shall be determined by: value of the commodity food on order minus anticipated usage rate during the processing Agreement period. The bond shall remain in effect until all commodity food is properly accounted for, paid for or returned in accordance with the processing agreement. Liability for loss is provided in Article 18 of the processing agreement.

SPECIAL CONTRACT TERMS & CONDITIONS (Cont'd)

3. Quality Control/Total Quality Control: Prior to contract inception, the contractor shall submit to the Ohio Department of Education (ODE), Office for Child Nutrition (OCN) a narrative of the quality control or total quality control program at the processing plant. The narrative of the quality control or total quality control program is not to be submitted as part of the bid response.
4. Nutritional Analysis: As part of the bid response, the bidder should submit a nutritional analysis for all finished products proposed to be processed for the ODE, OCN.

Documentation listed above that is designated to be submitted with the bid response may also be requested during bid evaluation. Documents will be requested during evaluation and a deadline of seven (7) calendar days provided for submission. Failure to provide documents requested by the deadline provided will deem the bid not responsive.

PRODUCT SAMPLES:

A sample of product offered is required. A sample shall consist of two (2) cases each of Chicken Fajita Stromboli, Turkey Ham and Mozzarella Cheddar Cheese Stromboli and Ham(Pork) and Cheese Stromboli and must include instructions for cooking or preparation. Product samples shall meet all requirements as specified herein and shall bear required labeling and markings. Samples shall be certified by the processor's quality control department as meeting the specifications contained herein. Certification shall be in form of a letter on company letterhead, signed by authorized company representative.

Samples must be submitted prior to 1:00 pm on Wednesday, September 12, 2012 to the address shown below. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

Ohio Department of Education
Ohio Office for Child Nutrition
c/o AT XPRESS
3035 Charter Street
Columbus, OH 43228
Telephone: (614) 449-1801 Ext.1
Attn: Ron Ciccarelli/Oji Ohajuruka

One (1) case of each product sample shall be used in sample evaluation and the other one (1) case shall be used to verify actual processed product received during the term of any contract issued pursuant to this bid. The samples may be analytically tested. Samples will not be returned. Failure to submit samples as specified will deem the bid not responsive. All samples must be accompanied by a USDA, AMS, Livestock & Seed Division grading certificate. The USDA certificate shall certify that the sample conforms to the specifications of this bid in the formulation and packaging. Samples submitted without a USDA, AMS, Livestock & Seed Division grading certificate will result in the bidder being deemed as not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms and Conditions for Bidding". In addition, the bid will be evaluated according to the fee per pound for processing offered on the bid pricing page.

There will be a taste test of the samples submitted to determine acceptability. There will be, at a minimum, a ten (10) member panel composed of members of the Office for Child Nutrition staff, members of the ODE Commodity Advisory Board and /or students in Ohio. Samples will be evaluated for appearance, color, aroma, flavor (taste), and texture. If product sample is deemed unacceptable as a result of the taste test, no further consideration for award shall be given. If the product sample submitted for the taste test exceeds the specifications, as stated in the bid and is presented as being the end product for the entire contract, then the sample shall be the standard for the entire contract with anticipated yields as projected and costs as stated.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder meeting all bid specifications and requirements. Low lot total will be determined by multiplying the unit price for each item by the minimum yield per truckload of raw commodity for that item and then multiplying that figure by the number of truckloads of raw commodity to be processed annually in order to obtain a line item extended price. The line item extended prices will be added to obtain a low lot total. Failure to bid on all items may result in the bidder being deemed non responsive.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Jennifer Shaefer.

SPECIAL CONTRACT TERMS & CONDITIONS (Cont'd)

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.fda.gov/Food/GuidanceComplianceRegulatoryInformation/RegistrationofFoodFacilities/OnlineRegistration/default.htm>

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

DISCLOSURE OF SUBCONTRACTORS/JOINT VENTURES (See paragraph V.Q. of Standard Contract Terms and Conditions): 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 Standard Contract 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 services.

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.

SPECIFICATION

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor to process United States Department of Agriculture (USDA) commodity Reduced Fat, Shredded Cheddar Cheese, Chicken Fajita and Flour, into Fully Cooked, Chicken Fajita Stromboli; Mozzarella Cheese, Turkey Ham and Flour into Fully Cooked Turkey Ham and Cheese Stromboli; and American Cheese, Pork Ham and Flour into Ham and Cheese Stromboli for the Ohio Department of Education (ODE), Office for Child Nutrition (OCN). It is anticipated that about 20,000 lbs. of USDA Shredded Cheddar Cheese, 20,000 lbs. of Mozzarella Cheese, 20,000 lbs. of American Cheese, 20,000 lbs. of Chicken Fajita Strips, 20,000 lbs. of Turkey Ham, 30,000 lbs. of Pork Ham and 45,000 lbs. of Flour will be made available by the USDA to the state of Ohio annually to be processed under the ensuing contract. Quantities of raw products specified are based on anticipated product availability from the USDA. The state of Ohio is not obligated to request processing in these amounts or any other quantities. Commodities will be delivered to the contractor by the USDA and the contractor shall process product and deliver finished product to the three (3) cold storage facilities specified herein, or other facilities that ODE may enter into contract with for the provision of similar services. Bid pricing (price per pound of finished product) shall include all transportation charges for delivery of processed product to cold storage facilities, cost of USDA certification, and any other costs and charges associated with providing the specified product. The term of any contract issued pursuant to this bid shall be for three(3) years, from October 1, 2012 through July 31, 2015.

B. Classification

1. Chicken Fajita Stromboli, Fully Cooked, Individually Wrapped, Frozen
2. Turkey Ham and Mozzarella Cheddar Cheese Stromboli, Fully Cooked, Individually Wrapped, Frozen
3. Ham (Pork) and Cheese Stromboli, Fully Cooked, Individually Wrapped, Frozen

II. REQUIREMENTS

A. USDA Commodity Description

1. USDA Reduced Fat Shredded Cheddar Cheese, 6/5lb, 1,280 cases or 38,400 lbs. per truckload, Material Code 100017 (B027)
2. USDA Mozzarella Cheese, Frozen, 8/6 lb., 840 cases or 40,320 lbs. per truckload, Material Code 100022 (B042)
3. USDA American Cheese Loaves, 6/5 lbs., 1320 cases or 38,400 lbs. per truckload, Material Code 100017 (B064)
4. USDA Chicken Fajita Strips, Frozen, 30 lb. cases or 39,000 lb. per truckload, Material Code 100117 (A563)
5. USDA Turkey Ham, Cooked, Frozen, 40 lb. cases or 40,000 lb. per truckload, Material Code 100126 (A548)
6. USDA Pork Ham, Frozen, 40 lb. cases or 40,000 lb. per truckload, Material Code 100184 (A693)
7. USDA All Purpose Enriched Flour, 50 lb. bags or 40,000 lbs. per truckload, Material Code 100399 (B190)

SPECIFICATION (Cont'd.)

B. End Product Description

1. Chicken Fajita Stromboli, Fully Cooked, Individually Wrapped, Frozen

a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
USDA commodity Cheddar Cheese	15.0% minimum
USDA Chicken Fajita Strips	29.00% maximum
USDA commodity Flour (100% whole grain, or over 50% of flour portion must be whole grain; the remaining flour portion must be enriched.)	31.00% maximum
Water	14.00% minimum
Other Ingredients – seasonings, spices, etc.	11.00% maximum

- b. The fully cooked Stromboli shall be prepared using USDA commodity Cheddar Cheese, Chicken Fajita Strips, and Flour in accordance with the above formulation. The mixture shall be baked to a temperature of 106° F. Once baking is complete, product shall be wrapped in poly pouch bags and sealed without metal clips or ties. Product is to be quick chilled to 40° F. within 72 hours and frozen.
- c. The Chicken Fajita Stromboli shall be crusty on the outside and tender with chicken fajita strips, cheddar cheese, spices and seasonings on the inside. The Chicken Fajita Stromboli shall have an appealing odor and tasty flavor. There shall be no foreign odors or flavors such as, but not limited to burnt, moldy, scorched, stale, or rancid presentations.
- d. Product must not contain monosodium glutamate (MSG).
- e. Each fully cooked Chicken Fajita Stromboli shall have a net weight of 5.25 oz. +/- 0.1 oz. Each Stromboli shall provide 2.0 oz. equivalent Meat/Meat Alternate (M/MA) for the child nutrition meal pattern requirements and must not contain more than 105 mg of sodium per oz. of finished product.
- f. Product shall have a shelf life of at least nine (9) months if held frozen at 0 degrees F. or below.

2. Turkey Ham and Mozzarella Cheese Stromboli, Fully Cooked, Individually Wrapped, Frozen

a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
USDA Mozzarella Cheese	15.00% minimum
USDA Turkey Ham	29.00% minimum
USDA commodity Flour (100% whole grain, or over 50% of flour portion must be whole grain; the remaining flour portion must be enriched.)	31.00% maximum
Water	14.00% minimum
Other ingredients – seasonings, spices, etc.	11.00% maximum

- b. The fully cooked Stromboli shall be prepared using USDA commodity Mozzarella Cheese, Turkey Ham, and Flour in accordance with the above formulation. The mixture shall be baked to a temperature of 106° F. Once baking is complete, product shall be wrapped in poly pouch bags and sealed without metal clips or ties. Product is to be quick chilled to 40° F within 72 hours and frozen.
- c. The Turkey Ham and Mozzarella Stromboli shall be crusty on the outside and tender with Turkey Ham, Mozzarella Cheese, spices and seasonings on the inside. The Turkey Ham and Mozzarella Stromboli shall have an appealing odor and tasty flavor. There shall be no foreign odors or flavors such as, but not limited to burnt, moldy, scorched, stale or rancid presentations.

SPECIFICATION (Cont'd.)

- d. Product must not contain monosodium glutamate (MSG).
- e. Each fully cooked Turkey Ham and Mozzarella Stromboli shall have a net weight of 5.25 oz. +/- 0.1 oz. Each Stromboli shall provide 2.0 oz. equivalent Meat/Meat Alternate (M/MA) for the child nutrition meal pattern requirements and must not contain more than 170 mg of sodium per oz. of finished product.
- f. Product shall have a shelf life of at least nine (9) months if held frozen at zero degree F or below.

3. Pork Ham and American Cheese Stromboli, Fully Cooked, Individually Wrapped, Frozen

a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
USDA American Cheese	10.33% maximum
USDA Pork Ham	28.17% minimum
USDA commodity Flour (100% whole grain, or over 50% of flour Must be whole grain; the remaining flour portion must be enriched)	28.17% maximum
Pepperoni	5.16% minimum
Water	14.08% minimum
Other ingredients – seasonings, spices, etc.	14.09% maximum

- b. The fully cooked Stromboli shall be prepared using USDA commodity American Cheese Pork Ham, and Flour in accordance with the above formulation. The mixture shall be baked to a temperature of 165° F. Once baking is complete, product shall be wrapped in poly pouch bags and sealed without metal clips or ties. Product is to be quick chilled to 40° F within 72 hours and frozen.
- c. The Pork Ham and American Cheese Stromboli shall be crusty on the outside and tender with Pork Ham, American Cheese, spices and seasonings on the inside. The Pork Ham and American Cheese Stromboli shall have an appealing odor and tasty flavor. There shall be no foreign odors or flavors such as, but not limited to burnt, moldy, scorched, stale or rancid presentations.
- d. Product must not contain monosodium glutamate (MSG).
- e. Each fully cooked Pork Ham and American Cheese Stromboli shall have a net weight of 5.25 oz. +/- 0.1 oz. Each Stromboli shall provide 2.0 oz. equivalent Meat/Meat Alternate (M/MA) for the child nutrition meal pattern requirements and must not contain more than 170 mg of sodium per oz. of finished product.
- f. Product shall have a shelf life of at least nine (9) months if held frozen at zero degree F or below.

C. Preparation and Processing: All preparation and processing described herein shall occur subsequent to the date of award. The product shall be produced, processed, and stored in plants regularly operating under the supervision of the contractor.

D. Packaging: Stromboli rolls shall be individually wrapped, heat sealed in clear film suitable for storage and reheating. The clear film shall be both tamper-evident and easy to open by children. Product shall be packed 15 – 40 lbs. per case, with all case weights being uniform. No alternate packs will be acceptable.

1. General

- a. All packaging and packing materials must be new and clean, and must not impart objectionable odors or flavors to the product.
- b. Bags shall be securely closed. Metal wire ties, metal clips, paper-coated wire ties, or staples shall not be used for sealing plastic-film bags.

SPECIFICATION (Cont'd.)

- c. Staples shall not be used as a final case closure. Case closure shall be accomplished by taping, strapping, or gluing. All boxes within the delivery unit of an individual product shall be of a uniform size and weight.
- d. Boxes shall be one piece, die-cut, regular slotted container (RSC) design. Fiberboard shall be testing not less than 200 lbs. No holes in boxes are permitted. Shipping cartons shall have necessary interior support to prevent crushing of product while in transit or in storage.

E. Labeling

1. The contribution value of a serving to the National School Lunch Program (NSLP) pattern, the nutritional analysis, and the reheating and serving size information shall be printed on the outside of the master case or may be included as an insert in each master case.
2. Product may have an approved CN label.
3. Each case shall bear the USDA contract compliance stamp and certificate number.
4. The shipping carton shall contain ingredient statement, name of product, and date of pack.
5. Printed, stamped, and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, of a contrasting color, clear, and readable.
6. Labeling of products shall be in compliance with all guidelines as specified by the U. S. Food and Drug Administration regulations 21 CFR 101 and 9 CFR 317 Subpart B; The Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, Title II); and the State of Ohio Rule 3717-1-03.5(C), (the administrative rule adopted under Ohio Revised Code 3717.53).

Labeling of products containing the major food allergens - milk, egg, fish (e.g., bass, flounder, or cod), Crustacean shellfish (e.g., crab, lobster, or shrimp), tree nuts (e.g., almonds, pecans, or walnuts), wheat, peanuts, and soybeans - shall be in compliance with the Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, Title II) and the State of Ohio Rule 3717-1-03.5(C), (the administrative rule adopted under Ohio Revised Code 3717.53).

F. Palletizing

Shipments shall be palletized according to standard industry practices and shall conform to the following:

1. Manufacturers standard 40" x 48" partial 4-way shipping pallets are acceptable.
2. Maximum Height: 7'6" (including pallet)
3. Maximum Weight: 3,500 lbs. (including pallet)
4. Pallets are to be securely banded or shrink wrapped.
5. The cost of palletizing must be included in the unit price.
6. Pallet exchange is satisfactory with all warehouses.

SPECIFICATION (Cont'd.)

G. General Information

1. The delivered product shall comply with all applicable federal and state mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace.
2. All commodities and services to be furnished hereunder shall conform to the specifications as noted herein. All product shall be processed in the United States.
3. If laboratory analysis is done in accordance with Article S-15 of Supplemental Contract Terms and Conditions, the laboratory analysis will be predicated on the formulation specified herein. Costs incurred for laboratory analysis shall be borne by the OSHN except in instances of demonstrated nonconformance to formulation and specifications.
4. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the State or the State's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT") and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.
5. A completed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization form (DMA), as specified in paragraph D. of page 2 of the bid

Documents not submitted with the bid response will be requested during the bid evaluation and a deadline of seven (7) calendar days will be provided for submission. Failure to provide documents by the deadline provided during the bid evaluation will deem the bid not responsive.

III. CONTRACTOR'S RESPONSIBILITIES

In addition to those responsibilities specified above, the contractor shall be responsible for the following:

- A. Prime Contractor Responsibilities: The prime contractor will be required to assume responsibility for all contractual activities offered in this agreement, whether or not that contractor performs them. Further, the state will consider the prime contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, the contractor shall provide a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor's organizational abilities. The state reserves the right to approve subcontractors and to require the primary contractor to replace subcontractors found to be unacceptable. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract. Any changes in subcontractors must be approved by the state, in writing, prior to such change.
- B. Accounting Records: The contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the state of Ohio. Financial and accounting records shall be made available upon request to the state of Ohio, its designees or the Ohio Auditor of State at any time during the contract period and any extension thereof for three (3) years from expiration date and final payment on the contract or extension thereof.

BID PRICE PAGE

YOUR BID:

Bidders shall not insert a unit price more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by Procurement Services and not used in the evaluation and any subsequent award.

CHICKEN FAJITA STROMBOLI

OAKS ID NUMBER	END PRODUCT (PROCESSED AS SPECIFIED)	RAW COMMODITY	COMMODITY WEIGHT PER TL	MINIMUM YIELD * OF END PRODUCT PER TL OF COMMODITY	FEE FOR PROCESSING (PER LB. OF END PRODUCT)
23402	Stromboli, Chicken Fajita, Fully Cooked, Frozen, Individually Wrapped	USDA Shredded Cheddar Cheese	38,400lbs.	115,858 lbs.	\$1.158 per lb.
		USDA Flour	40,000 lbs.	158,307 lbs.	\$1.158 per lb.
		USDA Chicken Fajita Strips	39,000 lbs.	116,480 lbs.	\$1.158 per lb.

Case Weight Offered: 19.6875 lbs. per case

** Product(s) packaging contains recycled material: Yes No; If yes, _____%

TURKEY HAM STROMBOLI

OAKS ID NUMBER	END PRODUCT (PROCESSED AS SPECIFIED)	RAW COMMODITY	COMMODITY WEIGHT PER TL	MINIMUM YIELD * OF END PRODUCT PER TL OF COMMODITY	FEE FOR PROCESSING (PER LB. OF END PRODUCT)
23403	Stromboli, Turkey Ham and Mozzarella Cheese, Fully Cooked, Frozen, Individually Wrapped	USDA Mozzarella Cheese	40,320 lbs.	121,651 lbs.	\$1.158 per lb.
		USDA Flour	40,000 lbs.	120,685 lbs.	\$1.158 per lb.
		USDA Turkey Ham	40,000 lbs.	118,247 lbs.	\$1.158 per lb.

Case Weight Offered: 19.6875 lbs. per case

** Product(s) packaging contains recycled material: Yes No; If yes, _____%

* Minimum yield under this contract is the weight of finished product returned to the state on every 42,000 lbs. of raw commodity product.

** Shall not be included in evaluation of this contract.

BID PRICE PAGE Cont'd

YOUR BID:

Bidders shall not insert a unit price more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by Procurement Services and not used in the evaluation and any subsequent award.

PORK HAM STROMBOLI

OAKS ID NUMBER	END PRODUCT (PROCESSED AS SPECIFIED)	RAW COMMODITY	COMMODITY WEIGHT PER TL	MINIMUM YIELD * OF END PRODUCT PER TL OF COMMODITY	FEE FOR PROCESSING (PER LB. OF END PRODUCT)
23404	Stromboli, Pork Ham and American Cheese, Fully Cooked, Frozen, Individually Wrapped	USDA American Cheese	40,000 lbs.	120,685 lbs.	\$1.158 per lb.
		USDA Flour	40,000 lbs.	120,685 lbs.	\$1.158 per lb.
		USDA Pork Ham	40,000 lbs.	113,371 lbs.	\$1.158 per lb.

Case Weight Offered: 19.6875 lbs. per case

** Product(s) packaging contains recycled material: Yes No; If yes, _____%

Please complete all blanks above.

I certify that the above products(s): (1) will be produced in compliance with the attached specifications; (2) minimum finished product specified is guaranteed. Total production is to be returned to the ODE regardless of the amount; and (3) that the product will be delivered to specified locations in Ohio; and (4) the processing fee reflected above represents the total cost to the ODE for the finished product(s) delivered.

PROCESSOR: P & S Bakery, Inc.

SIGNATURE: On File – David George

TITLE: President/Owner

DATE: 9/10/12

* Minimum yield under this contract is the pounds of end product returned to the state of Ohio on weight of commodity product.

** Shall not be included in evaluation

ATTACHMENT A

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

P & S Bakery Inc

Organization	PR/Award or Project Name
Davis F. George	
Name(s) and Title(s) of Authorized Representative(s)	
On File (David George)	10-25-12
Signature(s)	Date

Form AD-10-48 (11/97)

CONTRACTOR INDEX



65512
P & S Bakery, Inc.
3279 E. Western Reserve Rd
Poland, OH 44514

BID CONTRACT NO.: OT902013-1 (7/31/15)

DELIVERY: As Specified

TERMS: Net 90 Days

CONTRACTOR'S CONTACT: Mr. Juan Diaz

Telephone: (330) 707-4141
FAX: (330) 707-1892
E-mail: jdiaz@psbakeryinc.com