

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 OT904213	OPENING DATE (1:00 p.m.) FEBURARY 6, 2013	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. EDU042	BID NOTICE DATE JANUARY 15, 2013	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)

E-Mail 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): DEPARTMENT OF EDUCATION, OFFICE FOR CHILD NUTRITION, 25 SOUTH FRONT STREET, COLUMBUS, OH 43215

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

POTATO PRODUCTS, PROCESSED USING USDA COMMODITY POTATOES

TERM OF CONTRACT: 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 07/01/2013 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 06/30/2016 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.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: [Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#). All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

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.

Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.procure.ohio.gov/. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.

PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE
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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>

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 Department of Education and, in accordance with Article S-2, S-8, S-9 and S-10 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 the Department of Education. Unloading of ordered product shall be 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 term 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 as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

<u>CITY</u>	<u>WAREHOUSE</u>	<u>OF PRODUCT</u>
Cincinnati, Ohio	SYSCO Food Storage	25%
Cleveland, Ohio	SYSCO Foodservice	25%
Columbus, Ohio	A T Xpress	25%
Dayton, Ohio	Terminal Cold Storage	25%

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 four (4) cold storage facilities listed above or any other cold storage facilities that ODE designates in the state of Ohio. Commodity shall 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 shall submit a narrative of their processing and fabrication procedures as part of the bid response for all products 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, which is 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 or 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.

3. Quality Control/Total Quality Control: Prior to contract inception, the contractor shall submit to the ODE, 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 may be required to submit a nutritional analysis for all finished products proposed to be processed for the Department of Education, Office for Child Nutrition.

PRODUCT SAMPLES: A sample of product offered is required. A sample shall consist of two (2) cases of each end product specified. 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. Reheating and preparation instructions shall be included with the samples.

Samples must be submitted prior to 2:00 pm on Friday January 25, 2013 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
Office for Child Nutrition
c/o A T Xpress
3035 Charter Street
Columbus, Ohio 43228
Telephone: (614) 449-1801 ext. 102
Attn: Ron Ciccarelli/Oji Ohajuruka

One case of the samples shall be used for bid evaluation. Samples will be evaluated on appearance, color, texture, taste, and overall acceptability. The other case of samples shall be used for comparison to the consistency of specification with the actual processed product received during the contract period. The samples shall not be returned to processor.

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 the specified finished product. 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 as earlier described. If the product 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.

The estimated raw potato pounds (and percentage of total) based on processed quantities in the 2011-2012 school year is presented below:

Formed Potato Rounds, Ovenable, Zero Trans-fat, Frozen	912,600 lbs. (18%)
Skin-on Potato Wedges, Ovenable, Zero Trans-Fat, Frozen	608,564 lbs. (12%)
Seasoned Cross-Cut Waffle/Lattice Potatoes, Ovenable, Zero Trans-Fat, Frozen	672,889 lbs. (13%)
Formed Triangular Potato Patty, Ovenable, Zero Trans-Fat	681,655 lbs. (13%)
Mashed Potatoes, Reheatable, Frozen	302,225 lbs. (6%)
Seasoned Spiral (Curly) Potatoes, Ovenable, Zero Trans-fat, Frozen	868,363 lbs. (17%)
Straight Potatoes, Coated, Zero Trans-Fat, 3/8", Ovenable, Frozen	616,581 lbs. (12%)
Shoestring Potatoes, Coated, Zero Trans-Fat, 1/4", Ovenable, Frozen	450,491 lbs. (9%)

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder meeting all bid specifications and requirements. A successful bidder shall be determined by low lot total. Low lot total shall be determined by multiplying a truckload of raw commodity for an item by 0.55 (which represents the % yield of the finished product from the raw) and by a bidder's price for the item. 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 State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attention: Kellie Johnson.

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 raw potatoes into various potato products for the Ohio Department of Education (ODE), Office for Child Nutrition (OCN). It is anticipated that the USDA will make available about six million (6,000,000) pounds of commodity potatoes to the state of Ohio annually and that six million (6,000,000) pounds will be processed annually. The quantity of each product shall be determined by demand from schools and other eligible agencies in Ohio. All shipments will be made to the warehouse locations identified herein in truckload or full pallet quantities. Commodity raw potatoes are anticipated to become available in July, 2013. The quantity specified is based on anticipated product availability from the USDA and the state of Ohio is not obligated to request processing in these amounts or any other quantities. The commodity items to be processed shall be delivered to the contractor by the USDA and the contractor shall process and deliver finished products to the four (4) cold storage facilities specified herein, or to other facilities that ODE may enter into contract with for the provision of similar services. Commodity raw potatoes shall be delivered to the contractor in forty thousand (40,000) pound truckload quantities and the contractor shall process product(s) and deliver end product(s) to the cold storage facilities listed herein. Bid pricing (price per pound of end product) shall include all transportation charges and any other costs associated with providing the finished products. The term of any contract awarded pursuant to this bid shall be for three (3) years from July 1, 2013 through June 30, 2016.

B. End Product Classification

1. Formed Potato Rounds, Par-Fried, Zero Trans-Fat, Ovenable, Frozen
2. Potato Wedges, Skin-On, Zero Trans-Fat, Ovenable, Frozen
3. Seasoned Cross-Cut/Lattice/Waffle Potatoes, Zero Trans-Fat, Ovenable, Frozen
4. Formed Triangular Potato Patties, Par-Fried, Zero Trans-Fat, Ovenable, Frozen
5. Mashed Potatoes, Reheatable, Frozen
6. Seasoned Spiral (Curly) Potatoes, Zero Trans-Fat, Ovenable, Frozen
7. Potato fries, 3/8" Straight, Coated, Zero Trans-Fat, Ovenable, Frozen
8. Potato fries, 1/4" Shoestring, Coated, Zero Trans-Fat, Ovenable, Frozen
9. Seasoned Diced Potato Roasters, Skin-On, Zero Trans-Fat, Ovenable, Frozen
10. Roasted Redskin Potato Halves With Rosemary, Skin-On, Zero Trans-Fat, Ovenable, Frozen

II. REQUIREMENTS

A. USDA Commodity Description

1. USDA commodity raw potatoes, Bulk, Material Code 100506 (A232)
 - a. Grade: U.S. No. 2 Processing or better
 - b. Pack: Bulk truckload (40,000 pounds)
 - c. Size: Whole potatoes, not less than 1-1/2" in diameter or pieces not less than 4 ounces in weight
 - d. Varieties for End Product 1-9: Shall include Shepody, Ranger, Umatilla, Russet Burbank, and Altura
 - e. Varieties for End Product 10: Shall include common redskin potato varieties

B. End Product Description**1. General**

- a. The potatoes may be chopped, shredded, or diced and formed into appropriate units according to the bid specification.
- b. No artificial color or monosodium glutamate shall be added to products.
- c. In accordance with USDA standards, all products shall have a minimum yield of fifty-five percent (55%) yield.
- d. All products shall be processed in the United States.
- e. All products shall have no less than one (1) year shelf life, frozen.
- f. All products must be stored and distributed at 0° F. or below.

1. Formed Potato Round, Par-Fried, Zero Trans-Fat, Ovenable, Frozen

- a. Shall be shredded and formed into bite-size portions commonly known as tots, gems, or puffs.
- b. Potatoes shall be par-fried.
- c. Potatoes shall not have skin.
- d. There shall be 45 to 55 formed potato rounds per pound.
- e. Potatoes shall be ovenable.
- f. Product shall contain zero trans-fat.

2. Potato Wedges, Skin-On, Zero Trans-Fat, Ovenable, Frozen

- a. Potatoes shall have skin.
- c. Each potato shall produce eight (8) wedges.
- d. Potatoes shall be ovenable.
- f. Product shall contain zero trans-fat.

3. Seasoned Cross-Cut/Waffle/Lattice Potatoes, Zero-Trans-Fat, Ovenable, Frozen

- a. Potatoes shall be coated with a mild seasoning.
- b. Potatoes shall have skin.
- c. Potatoes shall have cross-cut or lattice or waffle design.
- d. Potatoes shall be ovenable.
- e. Product shall contain zero trans-fat.

4. Formed Triangular Potato Patties, Zero Trans-Fat, Ovenable, Frozen
 - a. Shall be shredded and formed into flat, triangular-shaped patties
 - b. The triangular patty shall be par-fried.
 - c. Each patty shall have a net weight of 2.0 ounces.
 - d. Patties shall be ovenable.
 - e. Product shall contain zero trans-fat.

5. Mashed Potatoes, Reheatable, Frozen
 - a. Poly-bags shall be microwavable or boilable.
 - b. Shall have a smooth texture with few lumps
 - c. Mashed potatoes shall be ready to use once reheated.

6. Seasoned Spiral (Curly) Potatoes, Zero Trans-Fat, Ovenable, Frozen
 - a. Potatoes shall be coated with a mild seasoning.
 - b. Potatoes shall have skin.
 - c. Potatoes shall be ovenable.
 - d. Product shall contain zero trans-fat.

7. Potatoes, Fries, 3/8" x 3/8" Straight, Coated, Zero Trans-Fat, Ovenable, Frozen
 - a. Shall be straight cut style
 - b. Shall be coated in a starch based coating
 - c. Potatoes shall not have skin.
 - d. Potatoes shall meet the following length requirements:
 1. Minimum: 15% > 3" length or more
 2. Maximum: 40% < 2" length or less
 3. Maximum: 10% shorts and slivers
 - e. Cross-sectional Dimensions: 3/8" x 3/8"
 - f. Potatoes shall be ovenable.
 - g. Product shall contain zero trans-fat.

8. Potatoes, Fries, 1/4" x 1/4" Shoestring, Coated, Zero Trans-Fat, Ovenable, Frozen
 - a. Shall be shoestring style
 - b. Shall be coated in a starch based coating

- c. Shall not have skin
 - d. Shall meet the following USDA/XLF length requirements:
 - 1. Minimum: 30% >3" length or more
 - 2. Maximum: 20% <2" length or less
 - 3. Maximum: 15% shorts and slivers
 - e. Cross-sectional Dimensions: 1/4" x 1/4"
 - f. Product shall contain zero trans-fat.
 - f. Potatoes shall be ovenable.
9. Seasoned Chunk Potato Roasters, Skin-On, Zero Trans-Fat, Ovenable, Frozen
- a. Shall be bite-size chunks of potatoes
 - b. The chunks shall be par-fried
 - c. Cooked potato count per pound shall be 62 - 78
 - d. Potatoes shall be ovenable.
 - e. Product shall contain zero trans-fat.
10. Roasted Redskin Potato Halves With Rosemary, Skin-On, Zero Trans-Fat, Ovenable, Frozen
- a. Shall consist of halves of random redskin potatoes
 - b. Cooked potato count per pound shall be 13 - 23
 - c. Potatoes shall have skin.
 - d. Potatoes shall be ovenable.
 - e. Product shall contain zero trans-fat.
- C. Preparation and Processing: All preparation and processing described herein shall occur subsequent to the date of contract award. The product shall be produced, processed and stored in plants operating under the supervision of the contractor.
- D. Packaging: Product shall be packed in shipping cartons with clear plastic liners. Case weight shall be 15 - 40 lbs., with case weights of each product being uniform. Case weight offered must be indicated on bid pricing page.
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.
 - 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 must 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 may be requested as palletized deliveries; and if requested, 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: 3500 pounds (including pallet).
4. Pallets are to be securely banded or shrink wrapped.
5. The cost of palletizing must be included in the unit price.

Pallet exchange is satisfactory with all warehouses.

G. Quality Control: Office for Child Nutrition may randomly select product from shipped into the cold storage facilities for sample testing by Ohio Department of Agriculture, or may test samples maintained by the manufacturer. Bacteriological standards shall be:

1. E. coli: Less than 10/gm.
2. S. Aureus: Less than 10/gm.
3. Salmonella: Negative
4. Yeast and Mold: No visible growth

All costs for testing shall be the responsibility of the contractor. Failure to meet the specification requirements will invalidate the awarded contract and will result in the contractor being liable for any financial losses incurred by the state of Ohio.

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H. 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 Terms and Conditions, the laboratory analysis will be predicated upon the formulation specified herein.
4. The processor will maintain records to insure traceability of cheese from receipt at processor's plant to the designated warehouse.
5. **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.

III. CONTRACTOR'S RESPONSIBILITIES

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

A. Receiving information:

1. Completing and filing overage, shortage, and damage reports with OCN.
2. Obtaining signed receipts (original bills of lading) from carriers of commodity foods.
3. Transmitting all delivery receipts and receiving reports to OCN in a manner prescribed by, or acceptable to OCN.

B. 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 change in subcontractors must be approved by the State in writing, prior to such change.

C. 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, and for three (3) years from expiration date and final payment on the contract or extension thereof.

YOUR BID:

Bidders shall not insert any unit cost more than 3 digits after the decimal point. Digits beyond 3 after the decimal point, shall be dropped by the Office of Procurement Services and shall not be used in the bid evaluation and any subsequent award. ALL BLANKS BELOW MUST BE COMPLETED.

ITEM DESCRIPTION	CASE WEIGHT OFFERED	SERVINGS PER CASE	USDA COMMODITY WEIGHT (TL)	ESTIMATED USAGE OF COMMODITY*	FEE FOR PROCESSING (PER LB. OF END PRODUCT)		
					FIRST YEAR (07/01/13-06/30/14)	SECOND YEAR (07/01/14-06/30/15)	THIRD YEAR (07/01/15-06/30/16)
Formed Potato Rounds, Zero Trans-Fat, Ovenable, Frozen	_____ lbs.	_____	40,000 lbs.	912,600 lbs.	\$_____ per lb.	\$_____ per lb.	\$_____ per lb.
Potato Wedges, Skin-On, Zero Trans-Fat, Ovenable, Frozen	_____ lbs.	_____	40,000 lbs.	608,564 lbs.	\$_____ per lb.	\$_____ per lb.	\$_____ per lb.
Seasoned Cross-Cut/Waffle/Lattice Potatoes, Zero Trans-Fat, Ovenable, Frozen	_____ lbs.	_____	40,000 lbs.	672,889 lbs.	\$_____ per lb.	\$_____ per lb.	\$_____ per lb.
Formed Triangular Potato Patties, Par-Fried, Zero Trans-Fat, Ovenable, Frozen	_____ lbs.	_____	40,000 lbs.	681,655 lbs.	\$_____ per lb.	\$_____ per lb.	\$_____ per lb.
Mashed Potatoes, Reheatable, Frozen	_____ lbs.	_____	40,000 lbs.	302,225 lbs.	\$_____ per lb.	\$_____ per lb.	\$_____ per lb.
Seasoned Spiral (Curly) Potatoes, Zero Trans-Fat, Ovenable, Frozen	_____ lbs.	_____	40,000 lbs.	868,363 lbs.	\$_____ per lb.	\$_____ per lb.	\$_____ per lb.
Potatoes, Fries, Frozen, 3/8" x 3/8", Straight, Coated, Zero Trans-Fat, Ovenable, Frozen	_____ lbs.	_____	40,000 lbs.	616,581 lbs.	\$_____ per lb.	\$_____ per lb.	\$_____ per lb.
Potatoes, Fries, Frozen, 1/4" x 1/4", Shoestring, Coated, Zero Trans-Fat, Ovenable, Frozen	_____ lbs.	_____	40,000 lbs.	450,491 lbs.	\$_____ per lb.	\$_____ per lb.	\$_____ per lb.
Seasoned Diced Potato Roasters, Skin-On, Zero Trans-Fat, Ovenable, Frozen	_____ lbs.	_____	40,000 lbs.	250,000 lbs.	\$_____ per lb.	\$_____ per lb.	\$_____ per lb.
Roasted Redskin Potato Halves With Rosemary, Skin-On, Zero Trans-Fat, Ovenable, Frozen	_____ lbs.	_____	40,000 lbs.	250,000 lbs.	\$_____ per lb.	\$_____ per lb.	\$_____ per lb.

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

* As specified in "Evaluation" paragraph on page 4 and "Scope" paragraph on page 5. 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 the products in this bid.

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 Ohio Department of Education regardless of the amount; (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 Ohio Department of Education for the finished product(s) delivered.

PROCESSOR: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

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 services.

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.

Organization

PR/Award or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-10-48 (11/97)