

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 <u>OT906212</u>	OPENING DATE (1:00 p.m.) <u>MARCH 21, 2012</u>	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. MAC002	BID NOTICE DATE MARCH 9, 2012	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____Days, Net 30 Days			
PARTICIPATING AGENCY(IES): OHIO PENAL INDUSTRIES, MEAT PROCESSING CAREER CENTER, 11446 ST RT 762, ORIENT, OH 43146			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: TRIMMINGS, BEEF, FRESH, CHILLED			
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 <u>04/01/2012</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>03/31/2013</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 02/2011, 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	

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

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

The Bidder being awarded this Contract must:

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

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

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.

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

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

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

MINIMUM ORDER: The minimum quantity of any order placed against a contract awarded pursuant to this bid shall be twelve thousand (12,000) pounds.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

CONTRACT AWARD: A Contract will be awarded to all responsive and responsible bidders.

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. All bidders that properly respond to the requirements listed herein will be placed on the contract if they are deemed responsive and responsible. 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(s) to supply fresh chilled beef trimmings requirements to be ordered by Ohio Penal Industries (OPI), Meat Processing Career Center (MPCC). The estimated monthly requirement is 12,000 pounds of beef trimmings. Orders will be placed once a month. 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 beef trimmings 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 beef trimmings 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 April 01, 2012 through March 31, 2013.

B. Classification

1. Trimmings, 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/AMSV1.0/ams.fetchTemplateData.do?template=TemplateB&navID=MarketNewsAndTransportationData&leftNav=MarketNewsAndTransportationData&page=LSSMarketNewsPage>)
- 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 (Trimmings, Beef, Fresh, Chilled)

1. Beef trimmings 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:

Cow meat obtained from boning cows, 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:

Ground product, 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. Cheek meat and head meat is permissible, up to twenty (20%) percent of the total batch weight.
5. Trimmings derived from automatic deboning machines and/or advance lean retrieval systems shall be excluded.
6. 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.

7. 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 combos/lots if they do not meet specifications.
 - d. At the contractor's expense, fat content must be certified by the USDA using the average analysis method and results must be shown on the certificate.
8. 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.
 9. Meat shall be delivered within five (5) days of processing, excluding the processing day.
 10. 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. Beef trimmings shall be delivered fresh chilled and placed into plastic lined, leak proof combo bins covered with plastic. The weight of the combo bin shall be from 1,850 to 2,250 pounds. No alternate packs are acceptable.
2. Each delivery shall consist of 6 combos of trim.
3. Combo bins shall be clean and unbroken.
4. Combo bins shall not contain staples, metal, wires or metal bands.

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

E. USDA Certification Service

1. Fat content must be certified by the USDA, Agricultural Marketing Service (AMS), Meat Grading and Certification Branch using the average analysis method and results must be shown on a USDA LS-5-3 Acceptance Certificate.
2. USDA Certification shall be conducted at the MPCC.
3. The USDA LS-5-3 Acceptance Certificate shall be made out to "The State of Ohio" in triplicate. One (1) copy of the USDA certificate must accompany each shipment. The original and one (1) copy of the USDA certificate must accompany each invoice.

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 beef trimmings. The following is a reference showing which line item weighted average price on the USDA Daily National Carlot Meat Report shall apply for beef trimmings:

Item from USDA Daily NCMR:

National/Regional Daily Boneless Processing Beef and Beef Trimmings – Negotiated Sales – Afternoon
F.O.B. Plant – National
Fresh 73%

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 beef trimmings 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 on the 3rd Monday of each month. Should the 3rd Monday be a holiday, the delivery will be made on the following day.
- 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 beef trimmings 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. The contractor shall be responsible to coordinate laboratory analysis of fat content with the USDA and to obtain necessary USDA certification in sufficient time to enable product to be delivered by the required delivery date. Requests to extend delivery dates to obtain USDA certificate, etc. may not be granted.
- I. 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 beef trimmings 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 effect 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 beef trimmings 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: _____ USDA Establishment No.: _____

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 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
	Trimnings, Beef, Fresh, Chilled	144,000 lbs.	\$ _____ per lb.

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

* Shall not be included in evaluation

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