

# 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 <b>OT900613</b>	OPENING DATE (1:00 p.m.) <b>JUNE 25, 2012</b>	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		CITY	STATE ZIP
Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. <b>OPI002</b>	BID NOTICE DATE <b>06/04/2012</b>	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 STATE ROUTE 762, ORIENT, OH 43146			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p><b>TURKEY, MECHANICALLY SEPARATED, FROZEN</b></p> <p><u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>08/01/12</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>07/31/13</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.</p> <p><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u>, Revised 02/2011, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <u>Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions.</u> All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <u>www.procure.ohio.gov/</u>. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

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

## REQUIRED CERTIFICATION FOR BIDDING

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

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

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

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

**B. OHIO PREFERENCE (BUY OHIO):**

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

**C. E.D.G.E. DESIGNATION**

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

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

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

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at [http://www.publicsafety.ohio.gov/links/terrorist\\_exclusion\\_list.pdf](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-one (21) days after receipt of order and, in accordance with paragraphs S-8, S-9 and S-10 of the Supplemental Contract Terms and Conditions. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

MINIMUM ORDER: The minimum quantity of any order placed against a contract awarded pursuant to this bid shall be ten thousand (10,000) pounds.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate the bid according to the markup per pound offered.

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

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, OH 43228-1395, Attn: Jennifer Shaefer.

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.cfsan.fda.gov/~furls/ovffreg.html>

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

### 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

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

_____	_____
_____	_____
_____	_____

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

Bid 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.

## SPECIFICATION

### I. SCOPE AND CLASSIFICATION

#### A. Scope

The purpose of this bid is to obtain a contractor to supply mechanically separated turkey (MST) requirements to be ordered by Ohio Penal Industries (OPI), Meat Processing Career Center. The estimated monthly requirements are sixty-six thousand (66,000) pounds. Orders will be placed approximately once per month. The state of Ohio is not obligated to order in this or any other amount. Should 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 August 1, 2012 through July 31, 2013.

#### B. Classification

1. Turkey, Mechanically Separated, Frozen

### II. APPLICABLE DOCUMENTS

- A. 9CFR381 (Code of Federal Regulations, Title 9 – Animals and Animal Products, Chapter III – Food Safety and Inspection Service, Department of Agriculture, Part 381 – Poultry Products Inspection Regulations)  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_09/9cfr381.173\\_09.html](http://www.access.gpo.gov/nara/cfr/waisidx_09/9cfr381.173_09.html)
- B. Urner Barry Publications, Inc., P.O. Box 389, Toms River, NJ 08754  
Urner Barry's Price-Current Daily Poultry Report - Subscription Link:  
[http://shop.urnerbarry.com/mm5/merchant.mvc?Store\\_Code=ubp&Screen=PROD&Product\\_Code=EM-PC](http://shop.urnerbarry.com/mm5/merchant.mvc?Store_Code=ubp&Screen=PROD&Product_Code=EM-PC)

### III. REQUIREMENTS

#### A. End Products

##### 1. Turkey, Mechanically Separated, Frozen

- a. Products shall be produced using equipment which forces carcass parts under high pressure through a sieve, mechanically separating soft tissues from bones, cartilage, ligaments and tendons.
- b. Product shall have a paste-like form and consistency and may include some skin.
- c. Kidneys and sex organs shall be removed prior to mechanical separation.
- d. Fat Content: shall not exceed 20%
- e. Bone Solids Content: shall not exceed 1%
- f. Calcium Content: shall not exceed 0.235%
- g. Bone Particles: at least 98% of the bone particles present in the finished product shall have a maximum size no greater than 1.5 mm in their greatest dimension and there shall be no bone particle larger than 2.0 mm in their greatest dimension.
- h. Microbiological Limits: <100,000/gm total bacteria and  $\leq$  1,000/gm total Coliform. Results of pathogen testing must be made available to the OPI, Meat Processing Career Center upon request.

SPECIFICATION (CONT'D)

- i. Poultry used in the production of this product shall be free of rancidity and free of fruity, sulfide-like cardboard, tallow, oily, oxidized, metallic, or other foreign or "off" odors, as well as free of foreign materials, e.g.; glass, paper, rubber, metal.
  - j. Poultry must show no evidence of mishandling or deterioration and must have a bright color with no evidence of dehydration.
- B. Preparation and Processing: All preparation and processing described herein shall occur subsequent to the date of award. The product shall originate and be produced, processed, and stored in plants regularly operating under the Poultry Products Inspection Regulations. Quality assurance and specification requirements for the specified items shall be determined by the Poultry Programs, Agricultural Marketing Service (AMS), United States Department of Agriculture (USDA) in accordance with USDA procedures. All raw poultry used shall be fresh killed (not to exceed more than two [2] days from kill date) or frozen not more than thirty (30) days.
- C. Regulatory Requirements: 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. All further processed products prior to final packaging shall be examined by a metal detection device capable of detecting metals that may be present. Sensitivity levels and testing for acceptable operation shall be as specified in procedures established by the Poultry Programs (AMS).
- D. Preservation, Packaging, Packing, Labeling, and Marketing: All products to be delivered in a frozen state shall be frozen to an internal temperature of 0° F or lower within seventy-two (72) hours of the beginning of the freezing process and at time of removal from holding facilities preparatory to shipment, shall be 0° F or lower as determined by the USDA. As an option to checking product at time of shipment, plants may use the alternate product temperature verification procedures established by the Poultry Programs (AMS). The products shall be preserved, packaged, packed, and cases marked in accordance with good commercial practice. Shipping containers shall comply with the National Motor Freight Classification, as applicable. Staples shall not be used as a final case closure. Case closures are to be accomplished by taping, strapping, or gluing. No holes are permitted.
- E. Packaging:
- 1. Turkey, Mechanically Separated, Frozen
    - a. Product shall be packed forty (40) to fifty (50) pounds per case. No alternate packs are acceptable.
    - b. Product shall be packed in food grade, wax-lined boxes or food grade bags.
    - c. All packaging and packing materials must be new and clean and must not impart objectionable odors or flavors to the product.
    - d. Staples shall not be used as a final case closure. Case closure shall be accomplished by taping, strapping, or gluing.
    - e. All cases shall be of uniform size and weight.
    - f. No holes in cases are permitted, with exception of hand holes.
- F. Labeling: Printed, stamped and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, of a contrasting color and readable.

SPECIFICATION (CONT'D)

IV. CONTRACT PRICE

A. Base Price

The Urner Barry Price-Current for Poultry publishes daily market prices for poultry products. This publication is the only acceptable report for base price determination. The items listed below shall be used to establish a base price for poultry products. The following is a reference showing which line item price on the Urner Barry Price-Current for Poultry shall apply for contract item:

Applicable Item from the Urner Barry Price-Current for Turkey, Mechanically Separated, Frozen

Mechanically Separated Poultry, \$/lb.  
Turkey, MST, Frozen  
Some skin, under 20% Fat

Examples:

An order for mechanically separated turkey is placed on June 21, 2010.

Later that day, the Urner Barry Price-Current for Poultry publishes that day's price for the item listed above as \$0.34 per pound, which shall be the base price for the item.

The Contractor offered an amount of \$0.12 per pound to be deducted from the market price.

Total Price: \$0.34 - \$0.12 = \$0.22 per pound

B. Amount to be Added To or Deducted From the Market Price

The bid price shall consist of the amount per pound offered by the bidder that will be added to or subtracted from the base price per pound (see pricing page). When determining the amount to be added to or subtracted from the market price per pound, the bidder must consider that the bid price shall include all costs associated with providing the required products including, but not limited to, transportation, processing, packaging, wages, benefits, overhead, profit, etc.

C. Total Price

The total price per pound will be determined by adding or subtracting the amount to be added to or deducted from the base price (market) price. The total price per pound shall cover all costs associated with providing the required products listed herein including, but not limited to, transportation, processing, packaging, wages, benefits, overhead, profit, etc. Bidder shall consider this when determining the amount to be deducted from or added to the market price.

- D. If applicable Urner Barry Price-Current for Poultry does not publish a price for the item listed above for the date the order is placed, the price from latest Urner Barry price-Current for Poultry published prior to order placement for the specified item shall apply.

V. ORDERING PROCEDURE

- A. Telephone call(s) to order poultry products 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 a faxed or emailed copy of the applicable base price for the item from the Urner Barry Price-Current for Poultry.
- C. OPI, Meat Processing Career Center shall confirm the base price in the Urner Barry Price-Current for Poultry 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.

SPECIFICATION (CONT'D)

VI. DELIVERY

- A. Deliveries shall be made to Ohio Penal Industries, Meat Processing Career Center, 11446 State Route 762, orient, OH 43146.
- B. Delivery hours are 7:30 a.m. to 2:30 p.m., Monday through Friday, excluding state holidays.
- C. A delivery appointment is necessary and must be made prior to loading for shipment.
- D. A delivery appointment may be scheduled by contacting Ms. Rebecca Avery or Mr. John Donnelly at the OPI Meat Processing Career Center at (614) 877-4362, Ext. 2316, 2319 or 2327.
- E. Frozen products are to be delivered at 10° F temperature or less.
- F. All delivery trailers shall be clean and odor free.
- G. All shipments of product in cases shall be palletized on standard pallets. Pallets shall be wrapped with stretch or shrink wrap. Pallets shall not exceed two thousand five hundred (2500) pounds.
- H. If the Contractor is unable to meet a scheduled delivery date due to delays caused by the State, the delivery date will be adjusted accordingly to offset such delays.

VII. CONTRACTOR'S QUALIFICATIONS

The bidder shall be an establishment as defined by Revised Code Section 918.21 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 poultry products under federal inspection, as defined in Revised Code Section 918.21.

OR

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

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 will 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, if bidder is not an establishment.

Establishment Name: \_\_\_\_\_ USDA Establishment No. \_\_\_\_\_

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

Contractor 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 an establishment to submit the specified letter from the establishment 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 bid evaluation, by the deadline provided (within seven calendar days of request), will deem the bid not responsive.

SPECIFICATION (CONT'D)

VIII. SPECIAL NOTE

- A. 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 Poultry Products Inspection Act.

BID PRICE PAGE

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 State Purchasing and not used in the evaluation and any subsequent award.

OAKS ITEM ID	DESCRIPTION	** CASE WEIGHT OFFERED	AMOUNT TO BE ADDED TO OR DEDUCTED FROM MARKET PRICE
	Turkey, Mechanically Separated, Frozen	lbs.	\$ per lb.

\*Product packaging contains recycled material: Yes No (Please circle response), if yes, \_\_\_\_\_ %

\* Shall not be included in evaluation

\*\* As specified in Section III. E. 1. a., acceptable case weight is 40 to 50 pounds per case.