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

MANDATORY USE CONTRACT FOR: BEEF PATTIES, RIB-SHAPED, REDUCED SODIUM, BARBECUE FLAVORED, PROCESSED USING USDA COMMODITY COARSE GROUND BEEF, FROZEN

CONTRACT No.: OT900413

EFFECTIVE DATES: 08/24/12 to 06/30/15
Renewal through 06/30/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900413 that opened on 06/15/12. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to Department of Education, Office for Child Nutritution, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to $2500.00 using the State of Ohio payment card. Any purchase that exceeds $2500.00 will be made using the official State of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

http://www.ohio.gov/procure

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

CLAUSES	PAGE NO.
Special Contract Terms and Conditions	3-5
Amendments to Contract Terms and Conditions	3
Delivery and Acceptance	3
Transportation Charges	3
Payment	3
Documentation	3-4
Product Samples	4
Evaluation	4
Contract Award	4
Usage Reports	4
FDA Registration	5
Disclosure of Subcontractors/Joint Ventures	5
Automobile Liability Checklist	5
Notice on the Use of Social Security Numbers as Federal Tax Identification Numbers	5
Specifications	6-9
I. Scope and Classification	6
II. Requirements	6-9
III. Contractor's Responsibilities	9
Attachments	11
Attachment A	11

CONTRACT ITEMS

Price Schedule	10
Contractor Index	12

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: 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 (per one [1] truckload of commodity) of receipt of commodity or as mutually agreed by the contractor and the Department of Education and, in accordance with Article S-2 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 one stop composite truckloads, with the exception of the final delivery, which may require a partial load to each site at no additional charge to the state. Unloading is by appointment only. The contractor shall contact the cold storage facilities to make an appointment for unloading prior to loading for shipment. The percentage of total product to be delivered to each location is also provided. The state reserves the right to add, delete, or change distribution centers and/or percentage of usage during the 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.

CITY	WAREHOUSE	OF PRODUCT
Dayton, Ohio	Terminal Cold Storage	50%
Cincinnati, Ohio	SYSCO Food Storage	12%
Cleveland, Ohio	SYSCO Foodservice	38%

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid to the three (3) cold storage facilities 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 should 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, page 11, 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

PRODUCT SAMPLES:

A sample of product offered is required. A sample shall consist of two (2) cases of Barbeque flavored, Reduced sodium Beef Rib Patties and must include instructions for cooking or preparation. Product samples shall meet all requirements as specified herein and shall bear required labeling and markings. Samples shall be certified by the processor's quality control department as meeting the specifications contained herein. Certification shall be in form of a letter on company letterhead, signed by authorized company representative.

Samples must be submitted prior to 1:00 pm on Friday, June 15, 2012 to the address shown below. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

Ohio Department of Education
Ohio Office for Child Nutrition
c/o Terminal Cold Storage
20-60 Eaker Road
Dayton, Ohio 45402
Telephone: (937) 223-3138 ext. 10
Attn: Cindy Watkins/Oji Ohajuruka

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

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

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 ODE Commodity Advisory Board and /or K4-12 students in Ohio. Samples will be evaluated for appearance, color, aroma, flavor (taste), and texture. If product sample is deemed unacceptable as a result of the taste test, no further consideration for award shall be given. If the product sample submitted for the taste test exceeds the specifications, as stated in the bid and is presented as being the end product for the entire contract, then the sample shall be the standard for the entire contract with anticipated yields as projected and costs as stated.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder meeting all bid specifications and requirements.

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: Jennifer Shaefer.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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.

Est #118 Polarized Meat Company, Inc (Polarized is owned and operated by the same individuals as Maid-Rite Steak Co., Inc. Polarized is the "Cook" plant for Maid-Rite Steak Co., Inc.)

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.

X☐ 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 process United States Department of Agriculture (USDA) commodity ground beef, Material Code 100154 (A594), into fully cooked, reduced sodium, barbeque flavored beef rib patties for the Ohio Department of Education (ODE), Office for Child Nutrition (OCN). It is anticipated that approximately 400,000 lbs. of ground beef will be made available by the USDA to the state of Ohio annually and that 400,000 lbs. will be processed annually under any term contract issued pursuant to this Invitation to Bid (ITB). Quantity specified is based on anticipated product availability from the USDA and the state of Ohio is not obligated to request processing in these or any other quantity. Beef will be delivered to the contractor and the contractor shall process product and deliver finished product to the three (3) cold storage facilities specified herein, or other facilities that ODE may enter into contract with for the provision of similar services. Bid pricing (fee for processing per pound of finished product) shall include all transportation charges for delivery of processed product to cold storage facilities, the cost of USDA certification, and any other costs associated with providing the specified end product. The term of any contract issued pursuant to this ITB shall be three (3) years, from July 01, 2012 through June 30, 2015.

B. Classification

1. Beef Patties, Rib-Shaped, Fully Cooked, Individually Quick Frozen (IQF)

II. REQUIREMENTS

A. USDA Commodity Description

1. USDA commodity Coarse Ground Beef, Frozen, Material code 100154 (A594)

B. End Product Description

1. Beef Patties, Rib-Shaped, Barbecue Flavored, Fully Cooked, Reduced Sodium, Individually Quick Frozen (IQF)

a. Formulation

Ingredients	Percentage
USDA beef, ground	73.0% minimum
Soy concentrate (VPP)	6.50% maximum
Water	14.00% maximum
Seasonings (spices, phosphate, etc.)	7.50% maximum

b. The beef patties shall be prepared from USDA commodity beef according to the above formulation.

c. Contractor shall grind beef and thoroughly mix beef with other ingredients.

d. The beef patties shall be cooked to a temperature of 160° F. in a convection oven.

e. Once cooking is completed, the beef patties shall be individually quick frozen (IQF) and packaged.

f. The beef patties shall have a firm and moist texture, similar to that of cooked ground beef.

g. The form of the product must resemble a natural beef rib with ribs on one side and protruding rib tips.

h. Approximate dimensions should be 4-1/4" (+/- ¼") long x 2-1/2" (+/- ¼") wide x 3/8" (+/- 1/8") thick.

i. The beef rib patties shall contain natural flavorings to protect the flavor.

j. Barbecue seasonings shall be added to the meat mixture and other ingredients, producing a finished product with a distinct barbecue, smoky flavor (not hot or spicy).

SPECIFICATION (Cont'd.)

k. Product must not contain monosodium glutamate (MSG).

l. Each fully cooked beef patty shall have a net weight of 2.6 oz., +/- 0.3 oz.

m. Each fully cooked beef patty shall provide 2.0 oz. equivalent Meat/Meat Alternative (M/MA) for the child nutrition meal pattern requirements.

n. Each fully cooked beef patty must not contain more than 190 mg of sodium per oz. of finished product.

C. Preparation and Processing

All preparation and processing described herein shall occur subsequent to the date of award. The product shall be produced, processed, and stored in plants regularly operating under the supervision of a representative of the USDA, AMS, Livestock & Seed Division. Quality assurance and specification requirements for the specified item shall be determined by the USDA, AMS, Livestock & Seed Division in accordance with USDA procedures.

D. USDA Certification

1. As part of Option 2 coverage, the product shall be produced under USDA Process Control Certification Program (PCCP).

2. All product must be examined and accepted by a USDA, AMS, Livestock & Seed Division grader prior to delivery. The contractor shall arrange and pay for the necessary USDA service.

3. A USDA, AMS, Livestock & Seed Division grading certificate shall accompany each shipment of product, showing that the product was produced under continuous USDA supervision, is in sound condition, and meets the specification requirements. Product not accompanied by a grading certificate will be rejected, shall remain the property of the contractor, and shall be returned at contractor's expense.

4. Each case shall be stamped with the USDA contract compliance stamp and the certificate number. Product not identified with the contract compliance stamp will be rejected, shall remain the property of the contractor, and shall be returned at contractor's expense.

5. All further processed products, prior to final packaging, shall be examined by a metal detector 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 USDA, AMS, Livestock & Seed Division.

E. Packaging: Product shall be bulk packed in shipping cartons with clear plastic liners. Case weight shall be 20-40 lbs., with all case weights being uniform. Case weights outside the weight range specified will not be acceptable. Please indicate case weight offered 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.

SPECIFICATION (Cont'd.)

F. 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 certification 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).

G. 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.

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. 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 Meat Inspection Act.

SPECIFICATION (Cont'd.)

III. CONTRACTOR'S RESPONSIBILITIES

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

A. Prime Contractor Responsibilities: The prime contractor will be required to assume responsibility for all contractual activities offered in this agreement, whether or not that contractor performs them. Further, the state will consider the prime contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, the contractor shall provide a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor's organizational abilities. The state reserves the right to approve subcontractors and to require the primary contractor to replace subcontractors found to be unacceptable. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract. Any changes in subcontractors must be approved by the state, in writing, prior to such change.

B. Accounting Records: The contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the state of Ohio. Financial and accounting records shall be made available upon request to the state of Ohio, its designees or the Ohio Auditor of State at any time during the contract period and any extension thereof, and for three (3) years from expiration date and final payment on the contract or extension thereof.

BID PRICE PAGE

YOUR BID:

Bidders shall not insert a unit 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	PRODUCT (PROCESSED AS SPECIFIED)	*** CASE PACK OFFERED	USDA COMMODITY WEIGHT (PER TRUCKLOAD)	* MINIMUM YIELD OF FINISHED PRODUCT PER 42,000 LBS. OF COMMODITY	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT
22805	Beef Patties, Rib-Shaped, Reduced Sodium, Barbecue Flavored, Fully Cooked, Individually Quick Frozen (IQF)	31.20 lbs.	42,000 lbs.	46,494 lbs.	$ 0.895 per lb.

**Product packaging contains recycled material: Yes No (Please circle response), if yes, ___50_____ %

I certify that the above meat product(s): (1) will be produced in compliance with the attached specifications; (2) will be produced under Option 2 and supervision of a representative of the USDA, AMS, Livestock & Seed Division and copies of certification forms issued by USDA, AMS, Livestock & Seed Division graders on the commodity meat processed shall be provided to the State Agency; (3) minimum finished product specified is guaranteed. Total production is to be returned to the Ohio Department of Education regardless of the amount; (4) that the product will be delivered to specified locations in Ohio; and (5) the processing fee reflected above represents the total cost to the Ohio Department of Education for the finished product(s) delivered.

PROCESSOR: Maid-Rite Steak Company, Inc.

SIGNATURE: On File

TITLE: Michael Bernstein – Executive Vice President

DATE: 05/25/12

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

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

*** See p. 7, paragraph II.E.

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 4722-4733). 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.

Mac Rite Steak Company, Inc.	State of Ohio - Bid #OT000410 Fully Cooked BBQ Beef Patte Rib
Organization	PR/Award or Project Name
Michael Bernstein - Executive Vice President	
Name(s) and Title(s) of Authorized Representative(s)	
Signature(s)	5/25/12 Date

Form AD-1048 (11/97)

CONTRACTOR INDEX

BID CONTRACT NO.: OT900413-3

218992
Maid-Rite Specialty Foods, LLC
105 Keystone Industrial Park
Dunmore, PA 18512

DELIVERY: As Specified

TERMS: Net 90 Days

Remittance Address:
Maid-Rite Specialty Foods, LLC
P.O.Box 827059
Philadelphia, PA 19182-7059

CONTRACTOR'S CONTACT: Ms. Susan Hartung

Toll Free: (800) 233-4259
Telephone: (570) 343-4748
FAX: (570) 969-2878
E-mail: shartung@mr-specialty.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
5	07/01/16	This amendment is issued to renew the contract an additional 12-months, effective 07/01/16 through 06/30/17.
4	10/01/15	This amendment is issued to renew the contract for an additional nine (9) months, from October 01, 2015 through June 30, 2016, as a result of a mutual agreement.
3	07/01/15	This amendment is issued to renew the contract for an additional three (3) months, from July 01, 2015 through September 30, 2015, as a result of a mutual agreement.
2	08/01/14	This amendment is issued to update contract ID to OT900413-3
1	04/25/14	This amendment is issued to update vendor name to Maid-Rite Specialty Foods, LLC