

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

**REQUIREMENTS CONTRACT: PORK SAUSAGE PATTIES, PROCESSED USING USDA COMMODITY PORK**

CONTRACT No.: OT900608

EFFECTIVE DATES: 07/01/07 to 06/30/10

\* Renewal through 06/30/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900608 that opened on 01/17/07. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to the Department of Education, Office for Safety, Health and Nutrition, 25 South Front Street, Third Floor, Columbus, OH 43215, as applicable.

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

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

Questions regarding this and/or the Requirements Contract may be directed to:

Janice Fitzpatrick, CPPB  
[Janice.fitzpatrick@das.state.oh.us](mailto:Janice.fitzpatrick@das.state.oh.us)

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



<http://www.ohio.gov/procure>

\* To indicate a 12 month renewal to the Contract.

Signed: \_\_\_\_\_  
Robert Blair, Director Date

TABLE OF CONTENTS

| <u>CLAUSES</u>                              | <u>PAGE NO.</u> |
|---|-----------------|
| Amendments to Contract Terms and Conditions | 3               |
| Classification                              | 5               |
| Contract Award                              | 4               |
| Contractor Information                      | 9               |
| Contractor's Responsibilities               | 8               |
| Delivery and Acceptance                     | 3               |
| Documentation                               | 3, 4            |
| Evaluation                                  | 4               |
| Payment                                     | 3               |
| Price Schedule                              | 9               |
| Product Samples                             | 4               |
| Requirements – Commodity Description        | 5               |
| Requirements – Documentation                | 7               |
| Requirements – End Product Description      | 5               |
| Requirements – General Information          | 7               |
| Requirements – Labeling                     | 6, 7            |
| Requirements – Packaging                    | 6               |
| Requirements – Palletizing                  | 7               |
| Requirements – Preparation and Processing   | 6               |
| Requirements – USDA Certification Service   | 6               |
| Scope                                       | 5               |
| Transportation Charges                      | 3               |
| Usage Reports                               | 4               |

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 Ohio 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 course of the contract. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except in regards to latent defects, fraud, or such gross mistakes as amount to fraud.

| <u>CITY</u>     | <u>WAREHOUSE</u>      | <u>PERCENTAGE OF PRODUCT</u> |
|-----------------|-----------------------|------------------------------|
| Dayton, Ohio    | Terminal Cold Storage | 50%                          |
| Obetz, Ohio     | VPA Cold Storage      | 25%                          |
| Cleveland, Ohio | SYSCO Foodservice     | 25%                          |

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

PAYMENT: Shall be in accordance with Article III.B. of Contract Terms and Conditions with the following exception: Payments will be due on the 90th calendar day rather than the 30th calendar day.

#### DOCUMENTATION

1. The bidder should submit a narrative of their processing and fabrication procedures as part of the bid response for product to be produced under this contract. The processing and fabrication procedures are to describe the product and the exact method of processing.
2. SPA Ohio (State Participation Agreement): If the successful contractor has in place a national agreement with the USDA, they shall complete and sign a SPA Ohio (State Participation Agreement) prior to the inception date of any ensuing contract. The agreement will be provided by the Ohio Department of Education (ODE), Office for Safety, Health, and Nutrition (OSHN) 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. The SPA Ohio (State Participation Agreement) may be reviewed at the ODE web site: at the following url:

<http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=487&Content=21647>

Should the successful contractor not currently have in place a national agreement with the USDA, either a national or state master agreement will be required. As part of this process, the successful contractor shall furnish to the ODE 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 Ohio 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 ODE 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 plus value of commodity food on order minus anticipated usage rate during the processing Agreement period. The bond shall remain in effect until all commodity food is properly accounted for, paid for or returned in accordance with the processing agreement. Liability for loss is provided in Article 18 of the processing agreement.

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

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: Two (2) samples are required. A sample shall consist of one (1) case of product. Product samples shall be submitted prior to the close of business on Tuesday, January 16, 2007 to the address shown below. Samples shall bear required labeling and markings. Each sample shall be identified as to content, processor, bid number, and bidder's company name. All samples shall have been produced from normal production runs and from pork meeting the requirements of IMPS No. 405A. USDA, AMS, Livestock and Seed Division (Option 2) certification service is required for samples. Certification service shall include product formulation, processing/fabrication procedures, net weight check, and metal detection. All samples must be accompanied by a USDA certificate that certifies that the samples conform to the specifications of this bid in the formulation and packaging.

Office for Safety, Health, and Nutrition  
c/o VPA Cold Storage  
4465 Industrial Center Drive  
Obetz, OH 43207  
Telephone: (614) 409-0124  
Attn: J.R. Green

One (1) case of each product shall be used for sample evaluation and the other case of product shall be used to verify actual processed product received during the term of any ensuing contract. Evaluation of samples may include, but is not limited to: appearance, color, aroma, flavor (taste), and texture. The samples may be analytically tested. Samples will not be returned. Failure to submit samples and/or the USDA certificate with the samples as specified will deem the bid not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms and Conditions for Bidding". In addition, the bid will be evaluated according to the fee per pound for processing the specified finished product. There will be a taste test of the samples submitted to determine acceptability. There will be, at a minimum, a five (5) member panel composed of members of the OSHN staff and members of the Ohio Commodity Advisory Board. Samples will be evaluated for taste, texture, eye appeal, aroma, and color. If product is deemed unacceptable as a result of the taste test, no further consideration for award shall be given. If the product sample submitted for the taste test exceeds the specifications, as stated in the bid and is presented as being the end product for the entire contract, then the sample shall be the standard for the entire contract with anticipated yields as projected and costs as stated.

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, Ohio 43228-1395, Attn: Jan Fitzpatrick.

- \* To indicate a change in the contact for the usage reports effective immediately.

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 pork shoulder, picnic into fully cooked pork sausage patties for the Ohio Department of Education (DOE), Office for Safety, Health and Nutrition (OSHN). It is anticipated that the USDA will make available a minimum of 178,400 lbs. of pork shoulder, picnic to the state of Ohio annually and that 178,400 lbs. will be processed annually under any ensuing contract. Product is anticipated to become available in July, 2007. The quantity specified is based on anticipated product availability from the USDA and the state of Ohio is not obligated to request processing in these amounts or any other quantities. With the exception of product in the possession of the current contractor (see paragraph III.C.), pork shoulder, picnic will be delivered to the contractor and the contractor shall process product and deliver finished product to the cold storage facilities specified herein. Bid pricing (price per pound of finished product) shall include all transportation charges, cost of USDA certification service, and any other costs associated with providing the specified product (with the exception of the freight cost associated with moving product from the facility of the current contractor). Any contract issued pursuant to this bid shall be for three (3) years, from July 1, 2007 through June 30, 2010.

B. Classification

1. Sausage, Pork, Patties, Fully Cooked, Frozen

II. REQUIREMENTS

A. Commodity Description

1. USDA commodity Pork Shoulder, Picnic, Boneless, Frozen (IMPS Item No. 405A)
2. Maximum Fat Content: 25.00%
3. Packaged in 60 lb. fiberboard shipping containers

B. End Product Description

1. Sausage, Pork, Patties, Fully Cooked, Frozen

a. Formulation

| <u>Ingredients</u>                            | <u>Percentage/Batch</u> |
|---|-------------------------|
| USDA pork shoulder, picnic                    | 96.00% minimum          |
| Seasonings (to give product a sausage flavor) | 4.0% maximum            |

- b. The pork sausage patties shall be prepared from USDA commodity boneless pork shoulder, picnic according to the above formulation. Product must not contain MSG. The pork sausage patties shall have a firm and moist texture (similar to that of cooked ground beef). The pork sausage patties shall have a mild flavor (not hot or spicy). The pork sausage patties shall be cooked to a temperature of 155° F. for a minimum of sixteen (16) seconds. Once cooking is completed, the pork sausage patties shall be individually quick frozen (IQF) and boxed.
- c. Each fully cooked pork sausage patty shall have a net weight of 1.1 oz. to 1.3 oz. No pork sausage patty shall have a net weight of less than 1.1 oz. Each fully cooked pork sausage patty shall provide 1.0 oz. equivalent meat for the Child Nutrition (CN) meat requirements.
- d. The pork sausage patties shall contain natural flavorings to protect the flavor. The pork sausage patties shall not contain soy protein of any kind. The seasonings shall be blended into the meat mixture and have a characteristic sausage flavor.

SPECIFICATION (Cont'd.)

C. Preparation and Processing

1. All preparation and processing described herein shall occur subsequent to the date of award.
2. All meat, prepared meats, meat by-products, and meat food products, whether in the fresh manufactured or processed state, shall originate from establishments inspected by the Ohio Department of Agriculture, Division of Meat Inspection and/or U.S. Department of Agriculture, Federal Meat Inspection.
3. Contractor shall have an approved USDA hazard analysis critical control points (HACCP) program and a total quality control (TQC) program at the processing plant.

D. USDA Certification Service

1. All product shall be produced under USDA Option 2 (processed under USDA, AMS supervision and examined for non-substitution /non-diversion of donated meat with commercial meat and for special labeling as required herein). Option 2 grading shall include metal detection only.
2. Additionally, prior to final packaging, finished product shall be examined by a metal detector device capable of detecting metals that may be present (each pork sausage patty shall be passed through a metal detector prior to final packaging). Sensitivity levels and testing for acceptable operation shall be as specified in procedures established by the USDA, AMS, Livestock and Seed Division.
3. All cases shall be stamped with USDA shield.

E. Packaging

Product shall be packed in cases ranging from twenty (20) to thirty (30) lbs. net weight per shipping case. Pork sausage patties shall be bulk packaged in shipping cartons with clear plastic liners. No alternate packs are acceptable.

1 General

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

F. Labeling

1. The contribution value of a serving to the NSLP pattern, the nutrition analysis, and the reheating and serving size information shall be printed on the outside of the master case or may be included as an insert in each master case.
2. Product may have an approved CN label and name and location of the processor. Each container shall bear the net weight of the case, the date of manufacturing/processing, the ingredient statement in order of predominance, recommended storage instructions, and the USDA inspection legend.
3. Printed, stamped, and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, of a contrasting color, clear, and readable.

SPECIFICATION (Cont'd.)

4. Cooking instructions shall be included with each case and a copy sent to the ODE, OSHN prior to initial shipment of all products.

G. Palletizing

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

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

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 Contract Terms and Conditions, the laboratory analysis will be conducted by agent contracted by CNS to insure compliance with bid formulation. Costs incurred for laboratory analysis shall be borne by the CNS except in instances of demonstrated nonconformance to formulation and specifications.
4. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the State or the State's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Meat Inspection Act.

I. Documentation: The following documents should be submitted with the bid response:

1. A narrative of processing and fabrication procedures for each end product, as specified on page 3
2. A nutritional analysis for each end product, as specified on page 4
3. A Quality Assurance certification that samples submitted meet bid specifications, as specified on page 4
4. A copy of the bidder's current Workers' Compensation certificate (Ohio bidders only), as specified in Article S-12 of Supplemental Contract Terms and Conditions
5. A certificate of insurance, reflecting coverage of the types and levels specified, with the endorsements listed, as specified in Article S-13 of Supplemental Contract Terms and Conditions
6. A completed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization form (DMA), as specified in paragraph D. of page 2 of the bid

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

SPECIFICATION (Cont'd.)

III. CONTRACTOR'S RESPONSIBILITIES

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

A. Receiving Information:

The contractor shall be responsible from

1. Completing and filing with the OSHN overage, shortage, and damage reports.
2. Obtaining signed receipts (original bills of lading) from carriers of commodity foods.
3. Mailing all delivery receipts and receiving reports to the OSHN no later than the following business day after receipt.

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

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

D. Transport of Commodity From Current Contractor's Facility: It is anticipated that at the expiration of the current contract (June 30, 2007), there may be approximately one (1) to two (2) truckloads (40,000 – 80,000 lbs.) of unprocessed commodity at the current contractor's facility. Should any contract issued pursuant to this Invitation to Bid be awarded to a company other than the current contractor, it will be the responsibility of the contractor awarded any contract issued pursuant to this Invitation to Bid to move the existing commodity from its location in Cincinnati, Ohio to their own facility. Transport of commodity shall be done at the expense of the contractor awarded any contract issued pursuant to this Invitation to Bid and the commodity shall become the responsibility of that contractor at point of origin. The cost of transportation of existing commodity from the facility of the current contractor shall be bid as a separate line item and shall not be included in the figure bid as the processing fee per lb. of finished product. A contract amendment may be issued for any contract issued pursuant to this Invitation to Bid prior to the inception date of the contract to notify of a closer estimate of the amount of commodity to be moved.

PRICE SCHEDULE

| ITEM ID * | END PRODUCT<br>(PROCESSED AS SPECIFIED)         | COMMODITY<br>WEIGHT PER TL | MINIMUM YIELD *<br>OF END<br>PRODUCT PER TL<br>OF COMMODITY | FEE FOR PROCESSING<br>(PER LB. OF END<br>PRODUCT) |
|-----------|---|----------------------------|---|---|
| 10624     | Sausage, Pork, Patties, Fully Cooked,<br>Frozen | 40,020 lbs.                | 36,043 lbs.   | \$ 0.835 per lb.                                  |

CASE PACK: 30 lbs. per case

\*\* CONTRACTOR, TERMS AND DELIVERY:

BID/CONTRACT NO.: \* OT900608-1 (06/30/12)

\* 0000046743  
JTM Provisions Co., Inc.  
200 Sales Drive  
Harrison, OH 45030

TERMS: Net 90 Days

DELIVERY: 30 Days ARO

CONTRACTOR'S CONTACT: Mr. Dave Hackman

Toll Free: (800) 626-2308  
Telephone: (513) 367-4900  
FAX: (513) 367-3519  
Email: davehackman@jtmfoodgroup.com

CONTRACTOR'S IT/MIS CONTACT: Mr. Jeff Jung

Telephone: (513) 367-4900

\* Contract number updated, OAKS vendor number added, and new OAKS Item ID effective July 1, 2007

\*\* To indicate renewal 7/1/10 through 6/30/11

SUMMARY OF AMENDMENTS

| Amendment Number | Revision Date | Description  |
|------------------|---------------|--|
| 3                | 07/01/11      | To indicate a mutually agreed upon extension to the Contract for 12 months effective July 1, 2011 through June 30, 2012; no more renewal remain.                 |
| 2                | 07/01/10      | To indicate a mutually agreed upon extension to the Contract for 12 months effective July 1, 2010 through June 30, 2011; and to change the Usage Report Contact. |
| 1                | 07/01/07      | To notify of OAKS Contract Number. To notify of OAKS Vendor ID. To notify of OAKS Item ID. To add the Summary of Amendments to the contract                      |