

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395**REQUIREMENTS CONTRACT: POPCORN CHICKEN PIECES, PROCESSED USING USDA COMMODITY CHICKEN**CONTRACT No.: OT901009EFFECTIVE DATES: 07/01/08 to 06/30/11
Renewal through * 06/30/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901009 that opened on 04/02/08. 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, Mailstop 303, 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:

Senthan Mahendrarasa
senthan.mahendrarasa@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 mutual agreement to renew for twelve (12) months, effective July 1, 2012 through June 30, 2013.

Signed: _____
Robert Blair, Director Date

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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%
Columbus, Ohio	SYSCO Foodservice	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 United States Department of Agriculture (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.

POULTRY ESTABLISHMENT: The bidder must offer poultry product from an establishment that is licensed by the Ohio Department of Agriculture or that is producing poultry products under federal inspection by the United States Department of Agriculture. Any bidder not offering product from a properly licensed or inspected establishment shall be deemed not responsive.

Please list the establishment name and registration number that will be processing products under Contract.

Establishment Name: Kings Delight Plant #6

USDA Establishment No.: P31784

The contractor may not change an establishment unless prior written approval is granted by DAS. Failure to list the establishment name and the USDA establishment number or ODA license number that will be processing the poultry product may result in the Bidder being deemed non-responsive.

DOCUMENTATION

1. The bidder should submit a narrative of their processing and fabrication procedures, if requested during the bid evaluation, 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. The Ohio Department of Education will consider the bidder's processing and fabrication procedures confidential and shall provide copies only to the USDA, AMS, Poultry Division grader.

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.

3. Quality Control/Total Quality Control: The contractor shall submit with the completed Commodity Food Processing Agreement 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. The bidder should submit a nutritional analysis for the product offered as part of the bid response.

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.

SAMPLES: One (1) pre-production sample of the product offered is required. A sample shall consist of one (1) twenty (20) pound case. Product sample shall meet all requirements as specified herein and shall bear required labeling and markings. Each sample shall be separately identified as to content, processor, bid number, and bidder's company name. All samples must be accompanied by a United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), Poultry Division grading certificate. The USDA certificate shall certify that the sample has been processed according to the detailed specifications and fabrication methods detailed in the bid. Samples submitted without a USDA, AMS, Poultry Division grading certificate will not be considered for award. Samples shall be submitted prior to the close of business on Friday, March 28, 2008 to the address shown below. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

Office for Safety, Health and Nutrition
c/o SYSCO Food Service Of Central Ohio
2400 Harrison Road
Columbus, OH 43228
Telephone: (614) 930-4229
Attn: Erik Jablanka/J.R. Green

One-half (1/2) case of each product sample shall be used in sample evaluation and the other one-half (1/2) case shall be used for comparison to actual processed product received during the term of any contract issued pursuant to this bid. Any variations between the samples and the products being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS. Variations without prior written approval from DAS will be considered as an event of default. All samples shall be produced subsequent to the date of release of this Invitation to Bid. Bench top samples or R&D samples will be deemed not responsive. Samples may be analytically tested. Samples will not be returned.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". In addition, the state will evaluate the bid according to the fee per pound/per serving for processing offered on the bid pricing page.

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 Ohio Advisory Committee made up of food service professionals from across the state of 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 by line item.

QUALITY CONTROL: The contractor shall make available, at the request of the Department of Education, Office for Safety Health and Nutrition, independent laboratory test results for each finished good item produced from bulk chilled chicken. Samples shall be randomly drawn by the Office for Safety Health and Nutrition from a current production lot or shall be a reference sample maintained by the manufacturer.

For the purpose of this requirement, the following definitions shall apply:

Batch of Bulk Chilled Chicken: One (1) 36,000 lb. truckload of bulk chilled chicken

Each Finished Good Item Produced: 34,560 lbs. Battered/Breaded Popcorn Chicken Pieces, Cooked, Frozen

Tests shall include, but not be limited to, *listeria monocytogenes*, *staphylococcus*, *E. coli 0157:H7*, *salmonella*, any extraneous matter, and undercooking. All costs for testing shall be the responsibility of the contractor. Failure to meet the specification requirements will invalidate the awarded contract and will result in the contractor being liable for any financial losses incurred by the state of Ohio.

* 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: Senthana Mahendrarasa.

** 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).

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 chicken into breaded popcorn chicken pieces for the Ohio Department of Education (DOE), Office for Safety, Health and Nutrition (OSHN). It is anticipated that approximately 720,000 pounds of chilled bulk chicken will be made available by the USDA to the state of Ohio annually and that this quantity will be processed annually under any term contract issued pursuant to this Invitation to Bid (ITB). The quantity specified is based on anticipated commodity availability from the USDA and the state of Ohio is not obligated to request processing of this or any other quantity. Commodity chicken is anticipated to become available in July, 2008. Commodity chicken will be delivered to the contractor in truckload quantities of 36,000 pounds each. The contractor shall process the end product and make delivery to the three (3) cold storage facilities specified herein. Bid prices (fee for processing per pound of finished product) shall include all transportation charges for delivery of processed product to the cold storage facilities, the cost of USDA certification service and any other costs associated with providing the specified end products. The term of any contract issued pursuant to this ITB shall be for three (3) years, from July 1, 2008 through June 30, 2011.
- B. Classification
 1. Popcorn Chicken Pieces, Battered/Breaded, White/Dark Meat, Fully Cooked, Frozen

* To indicate a change in the Usage Reports Contact

** To indicate additional Special Terms and Conditions added by mutual agreement with amendment 2.

SPECIFICATION (Cont'd.)

II. REQUIREMENTS

A. USDA Commodity Description

1. Chicken, Commodity "B", Bulk Pack
 - a. Class: Broiler/Fryer
 - b. Style: Whole, fresh chilled, ready-to-cook, non-basted
 - c. Neck and Giblets: Without neck and giblets
 - d. Weight Range: In excess of 3-3/4 pounds without neck and giblets, with wings attached
 - e. U.S. Grade: Product must meet all applicable USDA specifications for commodity code A522, large bulk chilled chicken
 - f. Type: Type I, fresh, chilled, ready-to-cook
 - g. The ready-to-cook chickens are to be delivered to the processing plant at an internal temperature of not higher than 40 degrees F (4.4 degrees C) and not lower than 28 degrees F (-2.2 degrees C). Destination temperature will be taken in the breast or thigh.

B. End Product Description

1. Popcorn Chicken Pieces, Battered/Breaded, White/Dark Meat, Fully cooked, Frozen
 - a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
White meat	28% minimum
Dark meat	32% maximum
Skin	5.5% maximum
Isolated Soy Protein	8% maximum
Dried Whole Egg	1.8% maximum
Water, spices, flavorings, other ingredients	24.7% maximum
 - b. The breaded popcorn chicken pieces shall be prepared from USDA supplied commodity bulk fresh, chilled (never frozen) chicken according to the above formula.
 - c. Finished products shall be processed from whole bird WOG's with wings.
 - d. White meat shall be limited to skinless, boneless breast and rib meat when attached to the breast portions.
 - e. Dark meat may consist of thigh meat, combination of drumstick and thigh meat in natural proportion as removed from the carcass, or when formulated, drumstick meat may replace a maximum of 45 percent of the thigh meat used in the formula.
 - f. No mechanically deboned (comminuted) or hydra-flaked meat is permitted in this product. All white and dark meat shall be hand deboned from the WOG.
 - g. The product must be fabricated within five (5) days of deboning.
 - h. The white meat, thigh meat and drumstick meat must be reduced in size through a plate with openings that are not less than 0.125 inch in the smallest dimension.

SPECIFICATION (Cont'd.)

- i. The skin must be emulsified or may be ground through a plate with holes no larger than 0.125 inch in diameter prior to blending with the meat and other ingredients.
- j. A proportional amount of salt and sodium phosphate solution may be added to the skin during emulsification.
- k. Water may only be used as a carrier for the spices, dried whole egg and isolated soy protein.
- l. Water and spices shall be thoroughly mixed prior to addition of salt to the solution.
- m. Marinade is to be incorporated as a solution to the meat.
- n. No dry blending is permitted.
- o. The product shall be cooked to a minimum internal temperature of 165°F. by any of the following combination methods. The breaded popcorn chicken pieces shall be oil-set in an approved vegetable oil containing an antioxidant(s) which complies with 9 CFR 381. The cooking shall include a combination of the following methods:
 - 1. Frying - The breaded popcorn chicken pieces may be cooked in vegetable oil, according to Poultry Products Inspection Requirements, sufficient to set the coating only. Deep fat frying shall be with vegetable oils only (coconut, peanut, or palm oils are not acceptable) containing approved antioxidants, and only for a sufficient period to set the batter/breading to the chicken pieces. The oil shall be filtered continuously during cooking. Frying equipment shall be cleaned on a daily basis.
 - 2. Microwave - Following batter/breading and frying, cooking may be completed by using microwave as an energy source. Internal temperature of product must reach minimum 165° F.
 - 3. Oven - Following batter/breading and frying, cooking may be completed in an oven in accordance with Poultry Products Inspection Requirements. Internal temperature of the product must reach minimum 165° F.
- p. The cooked breaded popcorn chicken pieces shall weigh a minimum of 0.20 ounces plus or minus 0.02 ounces. End product will be sampled and test weighed in accordance with USDA, Poultry Division procedures and instructions.
- q. The minimum amount of batter/breading permitted shall be 30.00%, plus or minus 5%. Tolerance for batter/breading defects, (for example, excess ridges, bumps and areas with missing breading), will be according to Poultry Division on-line acceptable quality level (AQC) procedures and instructions. Each finished serving of popcorn chicken shall provide two (2) ounces of meat/meat alternate and one (1) bread serving for the National School Lunch Program.
- r. The batter shall consist of an enriched flour-type base with other ingredients, spices and seasonings as needed to produce the desired texture, flavor and color.
- s. The breading shall be a crispy seasoned crumb base breading designed for extended hold times.
- t. Ingredients shall include iodized salt added to a level not to exceed 9 percent by weight of the dry batter and breading combined.
- u. Seasonings (other than iodized salt) may not exceed 3% by weight of the dry batter and breading combined.
- v. Food additives and ingredients shall be used in accordance with 9 CFR 381.
- w. Sodium phosphates may be used only as a leavening agent(s) in the batter/breading.

SPECIFICATION (Cont'd)

- x. The liquid batter slurry and breading shall not be held over and reused in the following days' production.
- y. The finished product shall be uniformly covered (to the extent possible) with batter and breading.
- z. The finished product shall have no scorched or burnt areas.
- aa. The individual pieces shall not exhibit overcooking or have undue flaking of the batter/breading or separation of the meat and shall not be soggy, oily, or dry.
- bb. The breaded popcorn chicken pieces shall be free of rancidity and from metallic, overcooked, burnt, scorched, bitter and other tastes or odors foreign to properly prepared and cooked product.
- cc. The finished product shall have a uniform brown color in accordance with the guidelines contained in the color control breaded chicken samples as prepared by the USDA, Poultry Division
- dd. The processor shall have metal detection units at the last point of processing prior to packing the finished product. These units should have metal detection capability of 1.5mm 440 stainless, 2.0mm ferrous metal and 2.0mm non-ferrous metal in any dimension (or smaller).
- ee. No monosodium glutamate may be used in the processing of this product.
- ff. Minimum yield of popcorn chicken pieces shall be not less than ninety-six percent (96%) for each 36,000 pounds of raw weight of commodity chicken received. Bids utilizing the standard yield will not be acceptable.
- gg. Wings will be credited off the invoice at the prevailing market price the day of processing.

C. Preparation and Processing

- 1. 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 Poultry Inspection Regulations. Quality assurance and specification requirements for the specified item(s) shall be determined by the USDA, AMS, Poultry Division in accordance with USDA procedures.
- 2. Boned meat used in the preparation of further processed items shall be examined prior to blending or cooking. The boned meat shall be free of bruises, tendons, cartilage, and blood clots exceeding 0.3 inches in any dimension.
- 3. In addition, bone and hard tendons less than 0.3 inches may not exceed the tolerances listed in Sample Plan II of the Poultry Grader's Handbook. Sample size shall be as specified in Sample Plan II for the above listed attributes.
- 4. USDA commodity chicken shall be processed by contractor as soon as possible from time of receipt from USDA, in accordance with USDA guidelines.
- 5. The end product shall be frozen to a temperature of 0° F. or lower within seventy-two (72) hours of the beginning of the freezing process and shall be in accordance with USDA grading procedures.

D. USDA Certification Service

- 1. As part of Option 2 coverage, the USDA, AMS, Poultry Division grader shall continuously monitor the processing and fabrication procedures. Product shall be processed under continuous USDA supervision.
- 2. All product must be examined and accepted by a USDA, AMS, Poultry Division grader prior to delivery. The contractor shall arrange and pay for the necessary USDA service.

SPECIFICATIONS (Cont'd)

3. A USDA, AMS, Poultry 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.
4. Each case shall be stamped with the USDA contract compliance stamp and the certificate number. Product not identified with the contract compliance stamp or not accompanied by a grading certificate 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, Poultry Division.

E. Packaging

1. Product shall be packed in a carton containing a net weight of twenty (20) to thirty (30) pounds of finished product. The twenty (20) pound case shall contain two (2) ten (10) pound, three (3) ten (10) pound, four (4) five (5) pound or six (6) five (5) pound plastic bags of the finished product. No alternate packs are acceptable.
2. All packaging and packing materials must be new and clean, and must not impart objectionable odors or flavors to the product.
3. 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.
4. 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.
5. Boxes shall be full telescope RSC design. Fiberboard shall be testing not less than 250 lbs. No holes in boxes are permitted.

F. Labeling

1. The contribution value of a serving to the 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 may have an approved CN label.
3. Each container shall bear the USDA contract compliance stamp and certificate number.
4. Printed, stamped, and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, of a contrasting color, clear and readable.
5. Cooking Instructions: Cooking instructions shall be included in each case and a copy sent to the Ohio Department of Education, Office for Safety, Health and Nutrition prior to initial shipment of all products.

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.

SPECIFICATIONS (Cont'd)

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. Finished chicken products shall consist of breaded popcorn chicken pieces. The sale of any byproduct shall accrue to the benefit of the state of Ohio. No wing meat will be processed into breaded popcorn chicken pieces. Wings will be credited to the Ohio Department of Education, Office for Safety Health and Nutrition on each invoice. Invoice shall show a credit of the prevailing Urner Barry Price-Current market price for wings on the date of processing.
4. 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.
5. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the state or the state's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Poultry Products Act.

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 for:

1. Completing and filing with the OSHS (Office for Safety Health and Nutrition) 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 OHSN 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, and for three (3) years from expiration date and final payment on the contract or extension thereof.

PRICE SCHEDULE

OAKS ITEM ID	END PRODUCT	USDA COMMODITY WEIGHT (TL)	MINIMUM YIELD PER TL OF RAW COMMODITY	SERVINGS PER CASE	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT)
13468	Popcorn Chicken Pieces	36,000 lbs.	34,560 lbs.	89/3.6 oz.	\$ 1.086 per lb.

Case Pack: 4/5 lb. bags

Credit for Unused Parts: \$0.01 per lb.

* CONTRACTOR, TERMS AND DELIVERY:

207325
 Perdue Foods LLC
 31149 Old Ocean City Road
 Salisbury, MD 21802

Remit To:

Perdue Foods LLC
 P.O. Box 360831
 Pittsburgh, PA 15251-6831

CONTRACTOR'S CONTACT: Ms. Allison Stanley

CONTRACTOR'S IT/MIS CONTACT: Mr. Lyle Owens

BID/CONTRACT NO.: OT901009-3 (06/30/13)

TERMS: Net 90 Days

DELIVERY: In accordance with 'Delivery and Acceptance'
 paragraph, page 3

Toll Free: (800) 849-5464
 Telephone: (770) 536-5177
 Fax: (770) 536-5177
 Email: allison.stanley@perdue.com

Telephone: (770) 536-5177

* To update vendor ID and address change

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
4	1/25/13	To update Vendor ID and address change.
3	12/21/12	To update vendor name, contact information and address change.
2	07/01/12	Renew the subject contract an additional twelve (12) months, effective 07/01/12 through 06/30/13 and note new analyst contact. Addition of Special Terms and Conditions added by mutual agreement.
1	07/01/11	To indicate a mutually agreed upon renewal to the Contract for twelve (12) months effective July 1, 2011 through June 30, 2012 under the same terms and conditions and pricing and to add page 12, Summary of Amendments..