

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: Turkey, Mechanically Separated, Frozen

CONTRACT No.: OT900613

EFFECTIVE DATES: 08/01/12 to 07/31/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900613 that opened on 06/25/12. 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, 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 Ohio Penal Industries, Meat Processing Career Center, 11446 State Route 762, Orient, OH 43146, 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:

Jennifer Shaefer
jennifer.shaefer@das.state.oh.us

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

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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/~furl/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
- 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

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: Cooper Farms USDA Establishment No. P2130

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.
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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
18152	Turkey, Mechanically Separated, Frozen	40 lbs.	\$ 0.16 per lb.

CONTRACTOR INDEX



74385
Stellar Marketing, Inc.
2280 Hwy 92 East
Plant City, FL 33563

BID CONTRACT NO.: OT900613-1 (07/31/13)

DELIVERY: 21 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Sam Sidoti

Toll Free: (800) 297-3352
Telephone: (813) 856-3663 ext. 115
FAX: (813) 856-3670
E-mail: samsidoti@stellarfoods.com