

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: SALISBURY STEAK WITH SOY AND MEATLOAF WITH SOY, PROCESSED USING
USDA COMMODITY GROUND BEEF

CONTRACT No.: OT00908325

EFFECTIVE DATES: 07/01/13 to 06/30/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT00908325 that opened on 04/12/13. 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 Child 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:

Jennifer Shaefer, CPPB
jennifer.shaefer@das.ohio.gov

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: 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 of receipt of the commodity order or as mutually agreed by the contractor and the Department of Education (ODE) and, in accordance with Article S-2, S8, S9 and S10 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 in accordance with the quantities ordered. Quantities ordered may be to the nearest whole pallet, or as mutually agreed by the contractor and the ODE. Unloading of ordered product shall be 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.

<u>CITY</u>	<u>WAREHOUSE</u>	<u>OF PRODUCT</u>
Cincinnati, Ohio	SYSCO Food Storage	25%
Cleveland, Ohio	SYSCO Foodservice	25%
Columbus, Ohio	A T Xpress	25%
Dayton, Ohio	Terminal Cold Storage	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 four (4) 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 United State 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. 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 shall 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, which is on Page 17 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 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 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.

SPECIAL CONTRACT TERMS AND CONDITIONS cont'd

Inventory protection is required by the ODE prior to the delivery of commodity food to the processor. The minimum amount of the bond, letter of 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.

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 ODE, OCN.

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 each end product specified. 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. Reheating and preparation instructions shall be included with the samples.

Samples must be submitted prior to 1:00 pm on Friday April 12, 2013 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
Office for Child Nutrition
c/o Interstate Cold Storage
2400 Setterlin Drive
Columbus, Ohio 43228
Telephone: (614) 449-1801 ext. 102
Attn: Ron Ciccarelli/Oji Ohajuruka

Two cases of the samples shall be used for bid evaluation. Samples will be evaluated on appearance, color, texture, taste and overall acceptability. The other case of samples shall be used for comparison to the consistency of specification with the actual processed product received during the contract period. The samples shall not be returned to processor.

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 ten (10) member panel composed of members of the OCN staff, members of the ODE Commodity Advisory Board and/or students in Ohio. Samples will be evaluated as earlier described. If the 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 meeting all bid specifications and requirements. Total bid price will be determined by multiplying the unit price for each item by the minimum yield per truckload of raw commodity for that item and then multiplying that figure by the number of truckloads of raw commodity to be processed annually to obtain a line item extended price.

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, 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.

Polarized Meat Company, Inc. EST# 118

Polarized Meat Co. is owned and operated

107 Keystone Industrial Park

the same individuals as Maid-Rite. Polarized

Dunmore, PA 18512

is the "cook" plant for Maid-Rite

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 process USDA commodity ground beef into Salisbury steak with soy and meatloaf with soy and ketchup for the ODE, OCN. It is anticipated that approximately 252,000 pounds of ground beef 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 ground beef is anticipated to become available in July, 2013. Commodity ground beef will be delivered in truckload quantities of 42,000 pounds each. The contractor shall process the end products and make delivery to the four (4) 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, 2013 through June 30, 2016.

B. Classification

1. Salisbury Steak with Soy, Fully Cooked, Flame Broiled, Frozen
2. Meatloaf with Soy, Fully Cooked, Frozen

II. REQUIREMENTS

A. USDA Commodity Description

1. Ground Beef, Coarse, Frozen (USDA Material Code 100154)
 - a. Ground through a plate having holes no larger than one inch (1") and no smaller than five-eighths of an inch (5/8")
 - b. Fat Content: Maximum 18.99%
 - c. Packaging: 60 lb. fiberboard shipping containers

B. End Product Description

1. Salisbury Steak with Soy, Fully Cooked, Flame Broiled, Frozen

a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
USDA commodity coarse ground beef	76.82% minimum
Hydrated Soy	9.4% maximum
Seasoning	12.47% maximum
Whole Dried Egg	1.31% maximum *

- b. Product shall be prepared using USDA commodity coarse ground beef according to the above formulation.

*Salisbury steak without whole dried egg will be considered for award as long as the end product contains the minimum amount of USDA commodity ground beef listed above.

SPECIFICATION (Cont'd.)

- c. All ingredients shall be well blended.
 - d. The Salisbury Steak must be cubed.
 - e. The Salisbury Steak shall be fully cooked to a minimum internal temperature of 155° F. for a minimum of sixteen (16) seconds.
 - f. The Salisbury Steak may have charbroiled lines applied. If product has charbroiled lines applied, lines shall not be painted on.
 - g. When cooking is complete, portions shall be individually quick frozen (IQF) and boxed.
 - h. The approximate portion dimensions shall be four and one-half inches (4-1/2") long x three and one-half inches (3-1/2") wide.
 - i. The minimum portion weight shall be 2.45 ounces and the maximum portion weight shall be 2.55 ounces.
 - j. Each portion shall provide 2.0 ounces meat/meat alternate for the Child Nutrition meat requirements.
 - k. The product shall contain natural flavorings to protect the flavor.
 - l. The soy content of the product shall be textured soy protein (TVP) only.
 - m. Product shall have a firm and moist texture.
 - n. Product shall have a flavor characteristic of Salisbury steak.
 - o. Product must not contain MSG.
2. Meatloaf with Soy, Fully Cooked, Frozen

a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
USDA commodity coarse ground beef	65.50% minimum
Hydrated Soy	18.50% maximum
Seasoning	16.00% maximum

- b. Product shall be prepared using USDA commodity coarse ground beef according to the above formulation.
- c. All ingredients shall be well blended.
- d. The product shall have the characteristic shape of meatloaf prepared in a loaf pan.
- e. The meatloaf shall be fully cooked to a minimum internal temperature of 155° F. for a minimum of sixteen (16) seconds in a convection oven.
- f. When cooking is complete, portions shall be individually quick frozen (IQF) and boxed.
- g. The approximate portion dimensions shall be two and three-quarters inches (2-3/4") x three and one-quarter inches (3-1/4").
- h. The minimum portion weight shall be 2.60 ounces and the maximum portion weight shall be 2.70 ounces.
- i. Each portion shall provide 2.0 ounces meat/meat alternate for the Child Nutrition meat requirements.
- j. The soy content of the product shall be textured soy protein (TVP) only.

SPECIFICATION (Cont'd.)

- k. Product shall have a firm and moist texture.
- l. Product shall have a flavor characteristic of meatloaf.
- m. There shall be no branding of the meatloaf.
- n. Product must not contain MSG.

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, Food Safety and Inspection Service (FSIS) and the USDA, Agriculture Marketing Service (AMS), Livestock and Seed Division. Quality assurance and specification requirements for the specified item shall be determined by the USDA, FSIS, AMS, Livestock and Seed Division in accordance with USDA procedures.

D. USDA Certification Service

- 1. As part of Option 2 coverage, the USDA, AMS, Livestock & Seed 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, Livestock and Seed Division grader prior to delivery. The contractor shall arrange and pay for the necessary USDA service.
- 3. A USDA, AMS, Livestock and 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 and Seed Division.

E. Packaging: Product shall be bulk packed in shipping cartons with clear plastic liners or shall be sleeve packed in securely closed plastic in the shipping cartons. Case weight shall be 20-30 lbs., with 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 two hundred (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 shall have an approved CN label.
3. Each case shall bear the USDA contract compliance stamp and certificate 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.
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 in 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 the Supplemental Contract 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 change 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 the Office of Procurement Services and not used in the evaluation and any subsequent award.

OAKS ITEM ID	ITEM DESCRIPTION	CASE WEIGHT OFFERED	USDA COMMODITY WEIGHT (TL)	MINIMUM YIELD* OF END PRODUCT PER TL OF COMMODITY	FEE FOR PROCESSING (PER LB. OF END PRODUCT)
14529	Salisbury Steak with Soy	<u>30</u> lbs.	42,000 lbs.	47,157 lbs.	\$ <u>0.83</u> per lb.
14347	Meatloaf with Soy	<u>26</u> lbs.	42,000 lbs.	53,861 lbs.	\$ <u>0.83</u> per lb.

Number of servings per case:

Salisbury Steak with Soy 188

Meatloaf with Soy 160

Case Price:

Salisbury Steak with Soy \$24.90

Meatloaf with Soy \$21.58

** Product(s) packaging contains recycled material: Yes No , If yes, _____%

I certify that the above 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 and Seed Division and copies of certification forms issued by USDA, AMS, Livestock and Seed Division graders on the commodity ground beef 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: Michael Bernstein - ON FILE

TITLE: Executive Vice President

DATE: 04/04/13

*Minimum yield under this contract is the guaranteed minimum pounds of end product returned to the State of Ohio on every 42,000 lbs. of raw commodity material processed.

** This information shall not be used in bid evaluation.

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 4722-1733). 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.

Maid-Rite Steak Company, Inc. OT00908325
Organization PR/Award or Project Name

Michael Bernstein – Executive Vice President
Name(s) and Title(s) of Authorized Representative(s)

ON FILE 04/04/13
Signature(s) Date

Form AD-10-48 (11/97)

CONTRACTOR INDEX



10969
Maid-Rite Steak Company, Inc.
105 Keystone Industrial Park
Dunmore, PA 18512

Remittance Address:
Maid –Rite Steak Company, Inc.
P.O.Box 827059
Philadelphia, PA 19182-7059

BID CONTRACT NO.: OT00908325-1 (6/30/16)

DELIVERY: As Specified

TERMS: Net 90 Days

CONTRACTOR'S CONTACT: Ms. Susan Hartung

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