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: WHOLE GRAIN RICH FRENCH TOAST STICKS, PROCESSED USING USDA COMMODITY WHOLE EGGS

CONTRACT No.: OT905913 EFFECTIVE DATES: 08/01/13 to 06/30/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905913 that opened on 05/31/13. 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 DEPARTMENT OF EDUCATION, OFFICE FOR CHILD 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.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

TABLE OF CONTENTS

CLAUSES	PAGE NO.
Amendments to Contract Terms and Conditions	3
Classification	5
Contract Award	4
Contractor Information	12
Contractor's Responsibilities	8
Delivery and Acceptance	3
Documentation	3-4
Evaluation	4
Payment	3
Price Schedule	9
Requirements – End Product Description	5-6
Requirements – General Information	7
Requirements – Labeling	7
Requirements – Packaging	6
Requirements – Palletizing	7
Requirements – Preparation and Processing	6
Requirements – USDA Commodity Description	5
Samples	4
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 of receipt of the commodity order or as mutually agreed by the contractor and the Department of Education 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 Department of Education. 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.

CITY	WAREHOUSE	OF PRODUCT
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 in the state of Ohio listed above. Due to expiration of some existing warehouse contracts, It is possible that the delivery destinations as well as the percentage of finished product to the destinations above may change during the contract period. Any such changes should not attract additional charges to ODE. Bidders may take this into consideration in their bid. 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. If payment terms are listed on the invoice to the Ohio Department of Education, it must be consistent with the terms in the contract.

DOCUMENTATION:

1. The bidder should submit a narrative of their processing and fabrication procedures as part of the bid response for all products to be produced under this contract. The processing and fabrication procedures are to describe the product and the exact method of processing.

2. Commodity Food Processing Agreement: The successful contractor shall complete and sign an Ohio processing agreement prior to the inception date of any ensuing contract. The processing agreement will be provided by the Department of Education, Office for Child Nutrition 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 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 Department of Education a surety bond obtained only from a surety company listed in the U.S. Department of Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", an irrevocable letter of credit, or an escrow account. Such bond, letter of credit, or escrow account shall be made payable to the Department of Education. The bond shall guarantee that the processor shall faithfully account for, return, or pay for all of the Commodity Food received or carried forward, in accordance with the processing agreement.

Inventory protection is required by the Department of Education prior to the delivery of commodity food to the processor. The minimum amount of the bond, letter or credit or escrow account, shall be determined by: value of the commodity food on order minus anticipated usage rate during the processing Agreement period. The bond shall remain in effect until all commodity food is properly accounted for, paid for or returned in accordance with the processing agreement. Liability for loss is provided in Article 18 of the processing agreement.

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. 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 Department of Education, Office for Child Nutrition.

SAMPLES: A sample of product offered is required. A sample shall consist of two (2) cases of each breadstick. Product samples shall meet all requirements as specified herein, shall bear required labeling and markings and shall include preparation and serving instructions. Samples shall be submitted prior to the close of business on Wednesday May 31, 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 Terminal Cold Storage
20 – 60 Eaker Street
Dayton, Ohio 45402
Telephone: (937) 223-3138 ext. 10
Attn: Cindy Watkins/Oji Ohajuruka

One case of each product shall be used for bid evaluation and the other case shall be used to verify actual processed product received during the contract period. Samples will be evaluated on appearance, color, aroma, flavor (taste), and texture. The sample may be analytically tested. Samples will not be returned.

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 Office for Child Nutrition staff, members of the Ohio Commodity Advisory Board and/or students from Ohio schools. Samples will be evaluated for texture, eye appeal, flavor 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. No further consideration may be given if the product fails to meet the evaluation criteria.

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 State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Senthan Mahendrarasa

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 liquid eggs into egg battered whole grain rich French toast sticks for the Ohio Department of Education (DOE), Office for Child Nutrition (OCN). It is anticipated that approximately 144,000 pounds of USDA commodity liquid whole eggs 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 or proportion of end products. Commodity liquid whole eggs is anticipated to become available in July, 2013. Commodity liquid whole eggs will be delivered in truckload quantities of 48,000 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 as well as 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. French Toast Sticks, Whole Grain Rich, Frozen

II. REQUIREMENTS

A. USDA Commodity Description

Bulk liquid whole eggs (without color stabilizer); USDA Material Code 100047

a. Class: Bulk liquid eggs complying with 9 CFR, Part 590

b. Style: Whole, liquid, fresh chilled

c. Weight Range: 48,000 lb. insulated tankers

d. U.S. Grade: Commercial consumer Grade B or better

e. Type: Pasteurized, liquid whole eggs

f. The liquid whole eggs are to be delivered to the processing plant at an internal temperature of not higher than 40 degrees F. (4.4 degrees C.).

B. End Product Description

1. French Toast Sticks, Egg Battered, Frozen, Heat and Serve

a. Product shall be prepared using bread made with whole grain rich flour and batter containing liquid egg, sugar, non-fat dry milk, artificial and natural flavors and other wholesome ingredients.

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

c. Processor must utilize substitution of commodity liquid whole eggs in processing finished products.

d. Each French toast stick shall have a minimum of forty-eight percent (48%) coating, by weight, on the bread.

e. French toast stick coating may be par fried in soybean oil or baked and immediately frozen.

SPECIFICATION (Cont'd.)

f. Product shall be processed in a USDA approved facility.

g. The average finished frozen weight for a 3-stick serving size shall be 73.7 g (+/- 6 g).

h. French Toast Stick Dimensions:

1. Length: 4" (+/- ¼")

2. Width: 1" (+/- ¼")

3. Thickness: 7/8" (+/- 1/8")

i All French toast sticks shall be uniform in size and weight.

j. Breadsticks shall have a lightly browned color and texture shall be springy, tender bite and slightly chewy.

k. Microbiological Specifications

Salmonella	Negative/ 100g
Standard Plate Count	Less than 10,000 cfu/g
L. monocytogenes	Negative/50 g
E. coli	Less than 10 cfu/g
Coliforms	Less than 10 cfu/g
Coagulase (+) Staph	Less than 10 cfu/g

l. Breadsticks shall contain 100 percent whole grain, or contain a blend of whole grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. Each 73.6g (2.6 oz.) serving of three breadsticks shall provide 1.25 ounce equivalency and 1.0 meat/meat alternate serving, as required in the National School Lunch Program (NSLP).

m. French toast sticks shall not contain more than three and one half(3½) grams of fat per three (3) stick serving.

n. No foreign material shall be present. Product shall comply with all applicable regulations promulgated under the Federal Food, Drug and Cosmetic Act, and applicable to state statutes and regulations.

o. Products shall have a minimum shelf life of twelve (12) months if held frozen at 0° F. or below.

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 the contractor.

D. Packaging

1. Product may be packed in two (2) ten (10), four (4) five (5) pound poly bags, or less than twenty (20) bulk packed cases and shall contain a total of 300 – 400 French toast sticks. Alternate packaging may be considered. Bidder shall indicate case pack offered. Case weights shall be uniform.

2. All packaging and packing materials must be new and clean and must not impart objectionable odors or flavors to the product.

3. 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.

4. 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.

E. Labeling

1. The contribution value of a serving to the National School Lunch Program (NSLP) pattern, the nutritional analysis, and the reheating and serving size information shall be printed on the outside of the master case or may be included as an insert in each master case.

2. Product must have an approved CN label.

3. Each case shall bear the USDA contract compliance stamp and 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).

E. 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.

F. 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 products shall be processed in the United States.

3. If laboratory analysis is done in accordance with Article S-15 of the Supplement 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 Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.

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 obtaining signed receipts (original bills of lading) from carriers of donated foods.

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 change 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	COMMODITY WEIGHT PER TL	YOUR MINIMUM YIELD*	FEE FOR PROCESSING (PER LB. OF END PRODUCT)
13382	Whole Grain Rich French Toast Sticks, Frozen.	48,000 lbs.	117,777 lbs.	FIRST YEAR (07/01/13-06/30/14)
				$1.4172 Per lb.
				SECOND YEAR (07/01/14-06/30/15)
				$1.4172 Per lb.
				THIRD YEAR (07/01/15-06/30/16)
		.		$1.4172 Per lb.

Case pack offered: ___300___French toast sticks per case Case Weight Offered (lbs.) __16.25

Number of Servings Per Case 100

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

* Minimum yield under this contract is the pounds of end product returned to the state of Ohio on weight of commodity product.

** Shall not be included in evaluation

I certify that the above products(s): (1) will be produced in compliance with the attached specifications; (2) minimum finished product specified is guaranteed. Total production is to be returned to the Ohio Department of Education regardless of the amount; (3) that the product will be delivered to specified locations in Ohio; and (4) the processing fee reflected above represents the total cost to the Ohio Department of Education for the finished product(s) delivered.

PROCESSOR: Michael Foods, Inc.

SIGNATURE: _____

TITLE: Sr. Dir. Foodservice/Finance

DATE: 05/30/2013

DISCLOSURE OF SUBCONTRACTORS/JOINT VENTURES (See paragraph V.Q. of Standard Contract Terms and Conditions): List names of subcontractors who will be performing work under the Contract.

No Subcontractors

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 Standard Contract Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

☐ Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of $500,000.00.

☐**X** Goods/Services will be delivered via common carrier.

☐**X** No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

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.

Michael Foods, Inc.	OT905913
Organization	PR/Award or Project Name

Tom O'Kane -- Senior Director Foodservice/Finance
Name(s) and Title(s) of Authorized Representative(s)

On File	05/30/2013
Signature(s)	Date

Form AD-10-48 (11/97)

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND DELIVERY:

0000203453
Michael Foods, Inc.
301 Carlson Parkway, Suite 40
Minnetonka, MN 55305

REMIT TO:

P.O. Box 98378
Chicago, IL 60693-8378

BID / CONTRACT NO.: OT905913 (06/30/16)

DELIVERY: As specified on page 3, paragraph 'Delivery and Acceptance'

TERMS: Net 90 Days

CONTRACTOR'S CONTACT: Mr. James Ruhling

Telephone: (412) 793-7601
Fax: (952) 258-4278
E-mail: james.ruhling@michaelfoods.com