

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

|   |  |  |                             |
|---|--|--|-----------------------------|
| The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.   |  | BIDDER NAME  |                             |
| BID NUMBER<br><u>OT908014</u>   | OPENING DATE (1:00 p.m.)<br><u>MARCH 19, 2014</u>                        | STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet |                             |
| General Services Division<br>Office of Procurement Services<br>4200 Surface Road<br>Columbus, OH 43228-1395<br><br>Attn: Bid Desk   |  | CITY   | STATE                       |
|   |  | ZIP  |                             |
|   |  | COUNTY   | MBE/EDGE CERTIFICATE NUMBER |
|   |  | TELEPHONE NO.<br>( )   | TOLL FREE NO.<br>1 - ( )    |
| CONTACT PERSON  |  | FAX NO.<br>( )   |                             |
| REQ./INDEX NO.<br>OPI008  | BID NOTICE DATE<br>2/27/14   | CONTRACTOR'S E-MAIL ADDRESS  |                             |
| SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)<br><input type="checkbox"/> E-Mail <input type="checkbox"/> Fax   |  |  |                             |
| In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%,10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____Days, Net 30 Days  |  |  |                             |
| PARTICIPATING AGENCY(IES): OHIO PENAL INDUSTRIES, MEAT PROCESSING CAREER CENTER, 11446 ST RT 762, ORIENT, OH 43146  |  |  |                             |
| MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081   |  |  |                             |
| THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:  |  |  |                             |
| <b>Boneless Whole Muscle Trimmings, Beef, Fresh, Chilled, Coarse Ground Beef, Fresh, Chilled, Fine Ground Beef, Fresh, Chilled</b>  |  |  |                             |
| <b>TERM OF CONTRACT:</b> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>04/01/14</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>03/31/16</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency. |  |  |                             |
| <b>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</b> Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <a href="#">Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions.</a> All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.   |  |  |                             |
| By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.   |  |  |                             |
| Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <a href="http://www.procure.ohio.gov/">www.procure.ohio.gov/</a> All questions should be submitted a minimum of five (5) working days prior to the bid opening date.  |  |  |                             |
| PRINTED/TYPED SIGNATURE   | AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink) | DATE   |                             |

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.



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-eight (28) 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.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

MINIMUM ORDER: The minimum quantity of any order placed against a contract awarded pursuant to this bid shall be ten thousand (10,000) pounds.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the base price of \$1.39 by the estimated annual usage and by the adjustment (discount or mark-up) for each of the line items. The line item extended prices will be added together to obtain a lot total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will review every Bid response to insure that the Bidder has properly responded to all of the requirements of the Bid. The state will also evaluate the bid based upon the adjustment price per pound.

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 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: Kellie Johnson.

## SPECIFICATIONS

### I. SCOPE AND CLASSIFICATION

#### A. Scope

The purpose of this bid is to obtain a contractor(s) to supply fresh chilled beef trimmings, coarse ground beef and fine ground beef, requirements to be ordered by Ohio Penal Industries (OPI), Meat Processing Career Center (MPCC). The estimated monthly requirement is up to 50,000 pounds of beef trimmings, 10,000 pounds of coarse ground beef and 10,000 pounds of fine ground beef. Orders will be placed once a month or as needed. OPI Meat Processing Career Center normally produces beef which is used in production of end products. This contract will supplement the quantity produced by the OPI Meat Processing Career Center. If, for any reason, the OPI Meat Processing Career Center is unable to produce beef or if there are changes in production, monthly requirements for beef from this contract may be as high as 150,000 pounds per month with deliveries requested weekly. The state of Ohio is not obligated to order beef in this or any other amount. Should the 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 two (2) years, from April 01, 2014 through March 31, 2016.

#### B. Classification

1. Boneless Whole Muscle Trimmings, Beef, Fresh, Chilled. Suitable for dicing into stew meat.
2. Coarse Ground Beef, Fresh, Chilled
3. Fine Ground Beef, Fresh, Chilled

### II. APPLICABLE DOCUMENTS

- A. United States Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS), Meat, Poultry and Egg Product Inspection Directory ([http://www.fsis.usda.gov/Regulations & Policies/Meat Poultry Egg Inspection Directory/index.asp](http://www.fsis.usda.gov/Regulations%20&%20Policies/Meat%20Poultry%20Egg%20Inspection%20Directory/index.asp))
- B. United States Department of Agriculture (USDA) Daily National Carlot Meat Report ([http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.do?template=TemplateB&navID=MarketNewsAndTransportationData&leftNav=MarketNewsAndTransportationData&page=L\\_SMarketNewsPage](http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.do?template=TemplateB&navID=MarketNewsAndTransportationData&leftNav=MarketNewsAndTransportationData&page=L_SMarketNewsPage))
- C. United States Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS), FSIS Notice 25-11, Sampling of Low Production Volume Raw Ground Beef Establishments for Salmonella and E Coli O157:H7 (<http://www.fsis.usda.gov/OPPDE/rdad/FSISNotices/25-11.pdf>)
- D. United States Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS), FSIS Notice 80-11, Collecting Supplier Information at the time of Sample Collection for E Coli O157:H7 in Raw Ground Beef Products and Bench Trim ([http://www.fsis.usda.gov/Regulations & Policies/FSIS Notices Index/index.asp](http://www.fsis.usda.gov/Regulations%20&%20Policies/FSIS%20Notices%20Index/index.asp))

### III. REQUIREMENTS

#### A. End Product (Boneless Whole Muscle Trimmings, Beef, Fresh, Chilled)

1. Whole muscle beef trimmings shall be obtained from beef 1x1 clods, 1x1 chuck roll, goosenecks, top rounds, blade, knuckle, or lifter meat.
2. Ingredients that may be included are as follows:

Cow meat obtained from boning cows, boneless primals and subprimals from slaughter steers and heifers and whole carcass trimmings in natural proportions. Bull meat is acceptable. Shank meat is permissible if tendons or ligaments are removed.

3. Ingredients that may not be included are as follows:

Ground product, water, foreign objects, mechanically separated meat, organ meat, wet ice, tenderizing agents, excessive abdominal tissue, blood clots, bruised meat, backstrap, cartilage, spinal cord and bones.

SPECIFICATIONS (Cont'd)

4. Trimmings derived from automatic deboning machines and/or advance lean retrieval systems shall be excluded.
  5. Meat shall be fresh, never frozen and delivered chilled. The temperature of the meat received shall be not less than 28 degrees F. and shall not exceed 35 degrees F.
  6. Fat Content and Chemical Analysis
    - a. Fat content is limited to 25% per production lot.
  7. All meat shall be clean, wholesome and unadulterated. Beef shall be in excellent condition, i.e. exposed lean and fat surfaces shall be of a color and bloom typical of beef which has been properly stored and handled. Cut surfaces shall show no more than slight darkening or aging and/or microbial activity. No odors foreign to fresh meat shall be present and the meat shall show no evidence of freezing, defrosting or mishandling. Product will be rejected if it has been abused in any way, such as stored without proper refrigeration, improperly handled, shows evidence of excessive bacterial growth or shows any other evidence that would cause it to be unfit for human consumption.
  8. Meat shall be delivered within seven (7) days of processing, excluding the processing day.
  9. Delivery of a quantity that is within five (5%) percent of the total quantity ordered will be deemed a complete order. Delivery of a quantity less 95% of the total quantity ordered may require another delivery for the balance of the quantity ordered. Delivery of a quantity greater than 105% of the total quantity ordered may result in the quantity of product in excess of this amount being rejected.
- B. Regulatory Requirement: All meat and meat products will originate from animals slaughtered in establishments regularly operated under the Meat Inspection Operations regulations of the USDA, Food Safety and Inspection Service (FSIS) or the Ohio Department of Agriculture (ODA) or under a system of meat inspection approved by FSIS. In addition, meats and meat products will be processed in establishments, that meet this requirement.
- C. Packaging
1. Beef trimmings shall be delivered fresh chilled and placed into plastic lined, leak proof boxes, up to 40lbs. per box.
  2. Should the need warrant, the MPCC reserves the right to order product in "Combo" bins. Combo bins shall be clean and unbroken, leak proof, and covered with plastic. The weight of the combo bin shall be from 1,850 to 2,150 pounds.
  3. Combo bins shall not contain staples, metal, wires or metal bands.
- D. Labeling
1. Meat shall be inspected for wholesomeness and all shipping containers shall bear the official USDA or ODA inspection legend.
- E. End Product (Coarse Ground Beef, Fresh, Chilled) Base Price Number (BPN) U25
1. The coarse ground beef may be prepared from any portion of the carcass which yields product that will meet end item requirements.
  2. Ingredients that may be included are as follows:

Boneless primals and subprimals from slaughter steers and heifers and whole carcass trimmings in natural proportions. Bull meat is acceptable. Shank meat is permissible if tendons or ligaments are removed in such a manner as to expose seventy-five (75%) percent lean.
  3. Ingredients that may not be included are as follows:

Water, foreign objects, mechanically separated meat, organ meat, wet ice, tenderizing agents, excessive abdominal tissue, blood clots, bruised meat, backstrap, cartilage, spinal cord and bones.

SPECIFICATIONS (Cont'd)

4. Trimmings derived from automatic deboning machines and/or advance lean retrieval systems shall be excluded.
5. Meat shall be fresh, never frozen and delivered chilled. The temperature of the meat received shall be not less than 28 degrees F. and shall not exceed 35 degrees F.

6. Fat Content and Chemical Analysis

- b. Fat content is limited to 27% per production lot, with a 2% variance, without a discount being taken.
- c. Product with a fat content from 29.01 through 35.00 percent shall be accepted and discounted in accordance with the table below:

| <u>Percent Fat Content<br/>Per Production Lot</u> | <u>Applicable Discount<br/>Percent of Contract Price</u> |
|---|--|
| 29.01 through 35.00                               | 5.0  |
| 35.01 AND HIGHER WILL BE REJECTED                 |  |

- d. Meat Processing Career Center (MPCC) reserves the right of refusal for individual lots if they do not meet specifications.
7. All meat shall be clean, wholesome and unadulterated. Beef shall be in excellent condition, i.e. exposed lean and fat surfaces shall be of a color and bloom typical of beef which has been properly stored and handled. Cut surfaces shall show no more than slight darkening or aging and/or microbial activity. No odors foreign to fresh meat shall be present and the meat shall show no evidence of freezing, defrosting or mishandling. Product will be rejected if it has been abused in any way, such as stored without proper refrigeration, improperly handled, shows evidence of excessive bacterial growth or shows any other evidence that would cause it to be unfit for human consumption.
8. Meat shall be delivered within seven (7) days of processing, excluding the processing day.
9. Delivery of a quantity that is within five (5%) percent of the total quantity ordered will be deemed a complete order. Delivery of a quantity less 95% of the total quantity ordered may require another delivery for the balance of the quantity ordered. Delivery of a quantity greater than 105% of the total quantity ordered may result in the quantity of product in excess of this amount being rejected.

F. Regulatory Requirement: All meat and meat products will originate from animals slaughtered in establishments regularly operated under the Meat Inspection Operations regulations of the USDA, Food Safety and Inspection Service (FSIS) or the Ohio Department of Agriculture (ODA) or under a system of meat inspection approved by FSIS. In addition, meats and meat products will be processed in establishments, that meet this requirement.

G. Packaging

1. Coarse Ground Beef shall be delivered fresh chilled and placed into 10 pound Chubs. No alternate packs are acceptable.
2. Each delivery shall consist of 20 to 60 lbs Coarse Ground Beef (10 lbs per Chub) per shipping container.
3. Shipping containers shall be clean and unbroken.

H. Labeling

1. Meat shall be inspected for wholesomeness and all shipping containers shall bear the official USDA or ODA mark of inspection.
2. Label shall identify 73/27 lean/fat content.

SPECIFICATIONS (Cont'd)

I. End Product (Fine Ground Beef, Fresh, Chilled) Base Price Number (BPN) U25

1. The fine ground beef may be prepared from any portion of the carcass which yields product that will meet end item requirements.
2. Grind shall be processed through a 1/8" or 3.2 mil plate.
3. Ingredients that may be included are as follows:

Boneless primals and subprimals from slaughter steers and heifers and whole carcass trimmings in natural proportions. Bull meat is acceptable. Shank meat is permissible if tendons or ligaments are removed in such a manner as to expose seventy-five (75%) percent lean.

4. Ingredients that may not be included are as follows:

Water, foreign objects, mechanically separated meat, organ meat, wet ice, tenderizing agents, excessive abdominal tissue, blood clots, bruised meat, backstrap, cartilage, spinal cord and bones.

5. Trimmings derived from automatic deboning machines and/or advance lean retrieval systems shall be excluded.
6. Meat shall be fresh, never frozen and delivered chilled. The temperature of the meat received shall be not less than 28 degrees F. and shall not exceed 35 degrees F.

7. Fat Content and Chemical Analysis

- e. Fat content is limited to 27% per production lot, with a 2% variance, without a discount being taken.
- f. Product with a fat content from 29.01 through 35.00 percent shall be accepted and discounted in accordance with the table below:

| <u>Percent Fat Content<br/>Per Production Lot</u> | <u>Applicable Discount<br/>Percent of Contract Price</u> |
|---|--|
| 29.01 through 35.00                               | 5.0  |
| 35.01 AND HIGHER WILL BE REJECTED                 |  |

- g. Meat Processing Career Center (MPCC) reserves the right of refusal for individual lots if they do not meet specifications.
8. All meat shall be clean, wholesome and unadulterated. Beef shall be in excellent condition, i.e. exposed lean and fat surfaces shall be of a color and bloom typical of beef which has been properly stored and handled. Cut surfaces shall show no more than slight darkening or aging and/or microbial activity. No odors foreign to fresh meat shall be present and the meat shall show no evidence of freezing, defrosting or mishandling. Product will be rejected if it has been abused in any way, such as stored without proper refrigeration, improperly handled, shows evidence of excessive bacterial growth or shows any other evidence that would cause it to be unfit for human consumption.
9. Meat shall be delivered within seven (7) days of processing, excluding the processing day.
10. Delivery of a quantity that is within five (5%) percent of the total quantity ordered will be deemed a complete order. Delivery of a quantity less 95% of the total quantity ordered may require another delivery for the balance of the quantity ordered. Delivery of a quantity greater than 105% of the total quantity ordered may result in the quantity of product in excess of this amount being rejected.

- J. Regulatory Requirement: All meat and meat products will originate from animals slaughtered in establishments regularly operated under the Meat Inspection Operations regulations of the USDA, Food Safety and Inspection Service (FSIS) or the Ohio Department of Agriculture (ODA) or under a system of meat inspection approved by FSIS. In addition, meats and meat products will be processed in establishments, that meet this requirement.

SPECIFICATIONS (Cont'd)

K. Packaging

1. Fine Ground Beef shall be delivered fresh chilled and placed into 10 pound Chubs. No alternate packs are acceptable.
2. Each delivery shall consist of 20 to 60 lbs Fine Ground Beef (10 lbs per Chub) per shipping container.
3. Shipping containers shall be clean and unbroken.

L. Labeling

1. Meat shall be inspected for wholesomeness and all shipping containers shall bear the official USDA or ODA mark of inspection.
2. Label shall identify 73/27 lean/fat content.

IV. CONTRACT PRICE

A. Base Price

The USDA Daily National Carlot Meat Report (NCRM) publishes the daily weighted average prices for beef products. This publication is the only acceptable report for base price determination. The item listed below shall be used to establish a base price for beef. The following is a reference showing which line item weighted average price on the USDA Daily National Carlot Meat Report shall apply for beef:

Item from USDA Daily NCRM for Beef Trimmings:

National/Regional Daily Boneless Processing Beef and Beef Trimmings – Negotiated Sales – Afternoon  
F.O.B. Plant – National  
Fresh 75%

Item from USDA Daily NCRM for Ground Beef:

National Boxed Beef Cuts – Negotiated Sales – Afternoon GB – Steer/Heifer Source – 10 Pound Chub Basis  
F.O.B. Plant – National  
Fresh 73%  
BPN# U25

Example:

An order is placed March 02, 2014.

The following day, the USDA Daily National Carlot Meat Report lists the previous day's weighted average price for the item listed above as \$138.95 per cwt.

Base Price =  $\$138.95 \div 100$

Base Price = \$1.3895 per lb.

Base Price = \$1.390 per lb. (Base price shall be no more than three (3) digits after the decimal point. Fourth digit to be rounded down if four (4) or less and rounded up if five (5) or more. Rounding of prices shall be done at the end of the formula, as shown above.)

B. Adjustment

To the base price per pound, will be added or subtracted from the contractor's adjustment (discount or mark-up) per pound. The adjustment per pound shall cover all costs associated with providing the required services listed herein including, but not limited to, transportation, processing, fat analysis, packaging, wages, benefits, overhead, profit, etc.

SPECIFICATIONS (Cont'd)

C. Total Price

The total price per pound will be determined by adding or subtracting the applicable base price per pound (see section IV.A. above) to the bidders adjustment per pound.

- D. If the applicable USDA Daily National Carlot Meat Report does not report a price for the item listed above for the date the order is placed, the price from the latest previous USDA Daily National Carlot Meat Report for the specified item shall apply.

V. ORDERING PROCEDURE

- A. Telephone call(s) to order beef 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 the applicable base price for the item from the USDA Daily National Carlot Meat Report.
- C. OPI, Meat Processing Career Center shall confirm the base price in the USDA Daily National Carlot Meat Report 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.
- E. Should a contractor be unable to fulfill an order, contractor shall state so at the time the telephone order is placed and no purchase order will be issued. Should a contractor accept a telephone order, receive a purchase order and fail to fulfill the order, this will be considered a default of contract.

VI. DELIVERY

- A. Deliveries shall be made to Ohio Penal Industries, Meat Processing Career Center, 11446 State Route. 762, Orient, Ohio 43146.
- B. Deliveries shall be made on the 3<sup>rd</sup> Monday of each month. Should the 3<sup>rd</sup> Monday be a holiday, the delivery will be made on the following day.
- C. Delivery hours are 7:30 a.m. to 2:30 p.m., Monday through Friday, excluding state holidays.
- D. A delivery appointment is necessary and must be made prior to loading for shipment.
- E. A delivery appointment may be scheduled by contacting the OPI Meat Processing Career Center at (614) 877-9418.
- F. Delivery shall be made via refrigerated truck and the temperature of the beef at the time of delivery shall be not less than 28 degrees F. and shall not exceed 35 degrees F.
- G. All delivery trailers shall be clean and odor free.
- H. The contractor shall be responsible to coordinate laboratory analysis of fat content with the USDA and to obtain necessary USDA certification in sufficient time to enable product to be delivered by the required delivery date. Requests to extend delivery dates to obtain USDA certificate, etc. may not be granted.
- I. 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.

SPECIFICATIONS (Cont'd)

VII. QUALITY ASSURANCE

- A. All establishments supplying beef to OPI, Meat Processing Career Center will be required to provide a copy of their HACCP plan upon request. The HACCP plan must be deemed effect shall address:
1. The USDA requirement for E. Coli 0157:H7 treatment (See USDA, FSIS Notice 05-09)
    - a. A document (e.g., letter of guarantee) must accompany each product shipment from supplier that provides assurance that the supplier employs CCPs that address *E. coli* O157:H7 and that describes those interventions.
    - b. Certificates of analysis (COAs) (i.e., actual test results) and the sampling method used (e.g., N=60) by the supplier must be provided upon request.
  2. A document (e.g., letter of guarantee) expressing that the producing establishment employs preventive measures for zero tolerance requirements and Specific Risk Materials (SRMs) associated with Bovine Spongiform Encephalopathy (BSE) must be provided upon request.
- B. The state of Ohio reserves the right to inspect the producing establishment and verify the contents and effectiveness of the HACCP plan and plant sanitation procedures.
- C. In the event plant sanitation procedures are deemed unsatisfactory by representatives of the state of Ohio, the contract may be immediately cancelled.
- D. In accordance with article S-15 of the Supplemental Contract Terms and Conditions, samples may be taken from deliveries made and submitted to an independent lab for laboratory tests at the option of the Department of Administrative Services (DAS) or OPI, Meat Processing Career Center. The state will bear the cost of the testing when samples are found to be in compliance with the contract. If the samples do not conform to the contract, the contractor will bear the costs of testing and the state will apply the terms and conditions of the Termination provision of this Contract.

VIII. CONTRACTOR RESPONSIBILITIES

1. Processor must perform microbiological testing of beef for Escherichia coli 0157:H7. A copy of the test results must accompany each delivery. Any shipment of product not accompanied by microbiological test results for E coli 0157:H7 will be refused at destination, will remain the property of the contractor and will be returned at the contractor's expense.
2. The contractor must provide a complete listing of all net weights delivered at the time of delivery. Any shipment of product not accompanied by a net weight list will be refused at destination, will remain the property of the contractor and will be returned at the contractor's expense. Net weights will be verified by OPI Meat Processing Career Center at the time of delivery. Should there be a discrepancy in weight, the contractor shall provide a corrected net weight list and a corrected invoice, if invoice has been issued.
3. Should delivered product be rejected for failure to meet contract requirements, replacement product shall be delivered within seven (7) days of rejection of delivery.
4. Should delivered product be rejected after delivery has been completed, rejected product shall be picked up within twenty-four (24) hours of verbal notification of rejection to the contractor.

IX. CONTRACTOR'S QUALIFICATIONS

The bidder shall be an establishment as defined by Revised Code Section 918.01 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 meat products under federal inspection, as defined in Revised Code Sections 918.01.

or

The bidder must identify the establishment from which they are obtaining the product and should 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 shall 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:

Establishment Name: \_\_\_\_\_ USDA Establishment No.: \_\_\_\_\_

Failure to provide the establishment name(s) and number(s) in the spaces provided above will deem your bid not responsive

Contractor(s) 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 the establishment processing the product to submit the specified letter 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 the bid evaluation, by the deadline provided (within seven calendar days of request), will deem the bid not responsive.

X. SPECIAL NOTE

- A. GUARANTY: By submitting a bid, the 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.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Instructions to Bidders, Article I-20): 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 service.

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 NUMBER | DESCRIPTION                                  | ESTIMATED ANNUAL REQUIREMENTS | ** ADJUSTMENT |
|---------------------|--|-------------------------------|---------------|
|                     | Whole Muscle Trimmings, Beef, Fresh, Chilled | 600,000 lbs.                  | \$ per lb.    |
|                     | Coarse Ground Beef, Fresh, Chilled           | 120,000 lbs.                  | \$ per lb.    |
|                     | Fine Ground Beef, Fresh, Chilled             | 120,000 lbs.                  | \$ per lb.    |

\* Product(s) packaging contains recycled material: Yes No (Circle response), if yes, \_\_\_\_\_%

\* Shall not be included in evaluation

\*\* See page 8, paragraph IV.B. for definition of adjustment