

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 <u>OT900417</u>	OPENING DATE (1:00 p.m.) <u>APRIL 11, 2016</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. OPI002	BID NOTICE DATE MARCH 24, 2016	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) <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 STATE ROUTE 762 ORIENT, OH 43146			
<p>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</p> <p>CHICKEN AND TURKEY, MECHANICALLY SEPARATED, FROZEN AND TURKEY TRIM THIGH MEAT, RAW, BONELESS, SKINLESS, FROZEN</p> <p>TERM OF CONTRACT: 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>07/01/16</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/19</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 agency.</p> <p>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>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.</p> <p>INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.</p>			
		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 fourteen (14) 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.

Deliveries shall be made to Ohio Penal Industries, Meat Processing Career Center, 11446 State Route 762, orient, OH 43146 between the hours of 7:30 AM and 2:30 PM, Monday through Friday, excluding state holidays. A delivery appointment is required and must be made prior to the loading of the shipment. Delivery appointments must be scheduled by contacting Ms. Rebecca Avery or Mr. John Donnelly at the OPI Meat Processing Career Center at (614) 877-4362, Ext. 2316, 2319 or 2327.

Frozen products must be delivered at 10° F temperature or less and all delivery trailers must be clean and odor free. 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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, DAS will evaluate the bid prices by determining the lowest estimated annual total cost to the state. DAS will begin with a base price of \$.18 per pound. for mechanically separated turkey, frozen. \$.28 per pound for mechanically separated chicken and \$ 1.05 per pound for turkey trim thigh meat, boneless, skinless, frozen which are the Urner-Barry Current Prices as of March 15, 2016. DAS will add or subtract each Bidder's mark-up or mark-down from the base price and multiply the result by the state's estimated annual usage for each item to arrive at the lowest estimated annual cost for each item.

CONTRACT AWARD: The contract will be awarded to the lowest cost responsive and responsible bidder by item.

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

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.fda.gov/food/guidanceregulation/foodfacilityregistration/default.htm> When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk in Excel format) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walt Schneider, CPPB. Walter.schneider@das.ohio.gov

BIDDER RESPONSIBILITY: As part of the test for Responsibility as defined in section I-21 of the Instructions, Terms and Conditions for Bidding incorporated by reference on page one of this Bid, DAS may require Bidders to provide information related to the Bidder's ability to perform the work or provide the goods and/or services requested in this Bid. Information required may include but may not be limited to references for whom the contractor has provided the same or similar work or goods and services within the last two calendar years, proof that the Bidder is an authorized distributor or manufacturer's representative, Bidder financial records, actual invoices and/or other proof of responsibility. If requested, unless otherwise provided Bidder will have seven (7) calendar days to provide such information after requested in writing. Failure to provide the information requested within the time frame specified may result in the Bidder being determined not responsive and disqualified from further consideration for award. These tests may also be applied to subcontractors or fulfillment houses utilized by the Bidder in the performance of the contract.

GENERAL SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain contractor(s) to supply items specified below. These items will be ordered by Ohio Penal Industries (OPI), Meat Processing Career Center located at 11446 State Route 762, Orient, OH 43146. The estimated monthly requirements are eighteen thousand pounds for mechanically separated turkey (MST), forty-four thousand pounds for mechanically separated chicken and seventeen thousand pounds for turkey trim thigh meat, raw, boneless, skinless, frozen. Orders will be placed approximately once per month. The State of Ohio is not obligated to order in this or any other amount. Should OPI Meat Processing Career Center be closed for a time or decrease production for an unforeseen reason, orders may decline in quantity and/or frequency or may cease. Delivery shall be made F.O.B. destination prepaid.

B. Classification

Item 1. Turkey, Mechanically Separated, Frozen

Item 2. Chicken Mechanically Separated, Frozen

Item 3. Turkey Trim Thigh Meat, Raw, Boneless, Skinless, Frozen

II. APPLICABLE DOCUMENTS

- A. United States Classes, Standards and Grades for Poultry – AMS 70.200 et seq., Standards for Quality of Ready-To-Cook Poultry, 70.221 – B Quality, (g) – Discolorations of the skin and flesh
<http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3004377>
- B. 9CFR381 (Code of Federal Regulations, Title 9 – Animals and Animal Products, Chapter III – Food Safety and Inspection Service, Department of Agriculture, Part 381 – Poultry Products Inspection Regulations)
http://www.access.gpo.gov/nara/cfr/waisidx_09/9cfr381_09.html
- C. Urner Barry Publications, Inc., P.O. Box 389, Toms River, NJ 08754
Urner Barry's Price-Current Daily Poultry Report - Subscription Link:
http://shop.urnerbarry.com/mm5/merchant.mvc?Store_Code=ubp&Screen=PROD&Product_Code=EM-PC

III. GENERAL REQUIREMENTS

- A. Preparation and Processing: All preparation and processing described herein shall occur subsequent to the date of contract award. The products shall originate from and be produced, processed and stored in plants regularly operating under the Poultry Products Inspection Regulations (9CFR381).

Boned trim thigh meat used in preparation of further processed items shall be examined prior to blending. Meat must be free from bones, tendons, cartilage, bruises and large (exceeding 0.3 inch) blood clots. In addition, bone and hard tendons less than 0.3 inch may not exceed the tolerances listed in Sample Plan II of the Poultry Graders Handbook. Sample size shall be as specified in Sample Plan II for the above listed attributes.

- B. Regulatory Requirements: Delivered products 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. Prior to packaging, all products shall be examined by a metal detection device capable of detecting metals that may be present. Sensitivity levels and testing for acceptable operation shall be as specified in the procedures established by the United States Department of Agriculture, Agricultural Marketing Service, Poultry Programs.
- C. Preservation, Packaging, Packing, Labeling and Marketing: All products to be delivered in a frozen state shall be frozen to an internal temperature of 0° F. or lower within seventy-two (72) hours of the beginning of the freezing process and at time of removal from holding facilities preparatory to shipment shall be 0° F. or lower. Products are to be delivered at 10° F. temperature or less. The products shall be preserved, packaged, packed and cases marked in accordance with good commercial practice. Shipping containers shall comply with the National Motor Freight Classification or Uniform Freight Classification, as applicable.

GENERAL SPECIFICATIONS (Continued)

- D. All shipments of product in cases shall be palletized on standard pallets. Pallets shall be wrapped with stretch wrap. Pallets shall not exceed two thousand five hundred (2500) pounds.
- E. 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.

IV. CONTRACTORS' QUALIFICATIONS

The Bidder's source shall be an establishment as defined by Ohio Revised Code Section 918.21 and shall be the establishment processing the product. The establishment shall be licensed by the Ohio Department of Agriculture under Chapter 918. of the Ohio Revised Code or produce poultry products under federal inspection, as defined in Ohio Revised Code Sections 918.21.

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 which states the establishment agrees to supply the designated product to the Bidder pursuant to any contract awarded 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. 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 within seven (7) calendar days of request will deem the bid not responsive and result in disqualification for any consideration of award of a contract. .

Establishment name(s) and number(s) from which product will be obtained (Use additional sheet(s) if necessary)

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 and will result in disqualification from consideration for award.

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.

V. GUARANTY

By the signature affixed on page 1 of this bid/contract, 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 Poultry Products Inspection Act.

VI. ORDERING PROCEDURE

- A. Telephone call(s) to order poultry products from this Contract may be placed by authorized representative(s) of OPI, Meat Processing Career Center. After the award of this Contract, the OPI, Meat Processing Career Center Manager will provide the Contractor with the authorized representative(s) name(s).
- B. Within one (1) business day of each telephone order, the Contractor shall provide OPI, Meat Processing Career Center with verbal acknowledgement of the order and with a faxed or emailed copy of the applicable base price for the item from the Urner Barry Price-Current for Poultry as described in Section VII. Below.
- C. OPI, Meat Processing Career Center shall confirm the base price in the Urner Barry Price-Current for Poultry, as explained below in section VII. and issue a purchase order confirming each telephone order within one (1) business day of receipt of the BASE PRICE from the Contractor.
- D. All invoices shall be issued in original, plus three (3) copies.

GENERAL SPECIFICATIONS (Continued)

VII. BID PRICING AND CONTRACT PRICE CALCULATION

- A. Amount to be Added To or Deducted From the Market Price: The bid price shall consist of the amount per pound offered by the bidder that will be added to or subtracted from the base price per pound (see Bid Pricing Page). When determining the amount to be added to or subtracted from the market price per pound, the bidder must consider that the bid price shall include all costs associated with providing the required products including, but not limited to, transportation, processing, packaging, wages, benefits, overhead, profit, etc.
- B. Total Price: The total price per pound will be determined by adding or subtracting the amount to be added to or deducted from the base price (market) price. The total price per pound shall cover all costs associated with providing the required products listed herein including, but not limited to, transportation, processing, packaging, wages, benefits, overhead, profit, etc. Bidder shall consider this when determining the amount to be deducted from or added to the market price.
- C. If applicable Urner Barry Price-Current for Poultry does not publish a price for the item listed above for the date the order is placed, the price from latest Urner Barry price-Current for Poultry published prior to order placement for the specified item shall apply.

D. PURCHASE PRICE CALCULATION – ITEMS 1. and 2. TURKEY AND CHICKEN, MECHANICALLY SEPARATED, FROZEN

The Urner Barry Price-Current for Poultry publishes daily market prices for poultry products. This publication is the only source for base price determination. The items listed below shall be used to establish a base price for Turkey, Mechanically Separated, Frozen. The following is a reference showing which line item price on the Urner Barry Price-Current for Poultry shall apply for contract item:

Applicable Item from the Urner Barry Price-Current for Turkey, Mechanically Separated, Frozen

Mechanically Separated Poultry, \$/lb.
Turkey, MST, Frozen
Some skin, under 20% Fat

Applicable Item from the Urner Barry Price-Current for Chicken, Mechanically Separated, Frozen

Mechanically Separated Poultry, \$/lb.
Chicken, MSC Frozen
Some Skin, 15-20% Fat

Example: An order for turkey, mechanically separated, frozen is placed on April 1, 2016. Later that day, the Urner Barry Price-Current for Poultry publishes that day's price for the item listed above as \$0.18 per pound, which shall be the base price for the item. The Contractor offered an amount of \$0.05 per pound to be deducted from the base price. The total invoice price is: $\$0.18 - \$0.05 = \$0.13$ per pound. The same logic and process holds for MSC.

E. PURCHASE PRICE CALCULATION – ITEM 3. TURKEY TRIM THIGH MEAT, BONELESS, SKINLESS, FROZEN

The Urner Barry Price-Current for Poultry publishes daily market prices for turkey products. This publication is the only source for base price determination. The items listed below shall be used to establish a base/market price for Turkey Trim Thigh Meat, Boneless, Skinless Frozen. The following is a reference showing which line item prices on the Urner Barry Price-Current for Poultry shall apply for contract items:

Applicable Item from the Urner Barry Price-Current for Poultry, Turkey

Raw Turkey Meat, \$/lb.
Thigh
Boneless & Skinless, Frozen

Example:

An order for a turkey trim thigh meat, boneless skinless, frozen is placed April 1, 2016. Later that day, the Urner Barry Price-Current for Poultry publishes that day's price for the item listed above as \$1.05 per pound, which shall be the base price for the item. The contractor offered a markdown amount of \$0.60 per pound to be deducted from the base/market price. The total invoice price is: $\$1.05 - \$0.60 = \$.45$ per pound.

Example:

An order for a turkey trim thigh meat, boneless skinless, frozen is placed April 1, 2016. Later that day, the Urner Barry Price-Current for Poultry publishes that day's price for the item listed above as \$1.05 per pound, which shall be the base price for the item. The contractor offered a markdown amount of \$0.60 per pound to be deducted from the base/market price. The total invoice price is: $\$1.05 - \$0.60 = \$.45$ per pound.

VIII. PRODUCT SPECIFICATIONS

A. Specifications for Bid Item # 1. Turkey, Mechanically Separated, Frozen

1. This product shall be produced using equipment which forces turkey carcass parts under high pressure through a sieve, mechanically separating soft tissues from bones, cartilage, ligaments and tendons.
2. The product shall have a paste-like form and consistency and may include some skin.
3. Kidneys and sex organs shall be removed prior to mechanical separation.
4. Fat content shall not exceed 20% by weight.
5. Bone solids content shall not exceed 1% by weight.
6. Calcium content shall not exceed 0.235% by weight.
7. Bone Particles: At least 98% of the bone particles present in the finished product shall have a maximum size no greater than 1.5 mm in their greatest dimension and there shall be no bone particle larger than 2.0 mm in their greatest dimension.
8. Microbiological Limits: <100,000/gm total bacteria and $\leq 1,000$ /gm total Coliform. Results of pathogen testing must be made available to the OPI, Meat Processing Career Center upon request.
9. Turkey used in the production of this product shall be free of rancidity and free of fruity, sulfide-like cardboard, tallow, oily, oxidized, metallic, or other foreign or "off" odors, as well as free of a;; foreign materials.
10. This product must show no evidence of mishandling or deterioration and must have a bright color with no evidence of dehydration.

B. Specifications for Bid Item #2. Chicken, Mechanically Separated, Frozen

1. This product shall be produced using equipment which forces chicken carcass parts under high pressure through a sieve, mechanically separating soft tissues from bones, cartilage, ligaments and tendons.
2. The product shall have a paste-like form and consistency and may include some skin.
3. Kidneys and sex organs shall be removed prior to mechanical separation.
4. Fat content shall not exceed 20% by weight.
5. Bone solids content shall not exceed 1% by weight
6. Calcium content shall not exceed 0.235% by weight.
7. Total Plate Count for Non-Pathogenic Particles shall be less than 250,000.
8. Ash content shall be less than 1% by weight and this product shall contain no added water.
9. Bone Particles: At least 98% of the bone particles present in the finished product shall have a maximum size no greater than 1.5 mm in their greatest dimension and there shall be no bone particle larger than 2.0 mm in their greatest dimension.

PRODUCT SPECIFICATIONS (Continued)

10. Microbiological Limits: <100,000/gm total bacteria and \leq 1,000/gm total Coliform. Results of pathogen testing must be made available to the OPI, Meat Processing Career Center upon request.
 11. Chicken used in the production of this product shall be free of rancidity and free of fruity, sulfide-like cardboard, tallow, oily, oxidized, metallic, or other foreign or "off" odors, as well as free of a;; foreign materials.
 12. This product must show no evidence of mishandling or deterioration and must have a bright color with no evidence of dehydration.
- C. Packaging Requirements for Bid Items # 1. and 2. Turkey, Mechanically Separated, Frozen and Chicken Mechanically Separated Frozen.
1. Product shall be packed forty (40) to fifty (50) pounds per case. No alternate packs are acceptable.
 2. Product shall be packed in food grade, wax-lined boxes or food grade bags.
 3. All packaging and packing materials must be new and clean and must not impart objectionable odors or flavors to the product.
 4. Staples shall not be used as a final case closure. Case closure shall be accomplished by taping, strapping, or gluing.
 5. All cases shall be of uniform size and weight with no holes other than hand or handling holes.
 6. All shipments of product in cases shall be palletized on standard pallets. Pallets shall be wrapped with stretch or shrink wrap. Pallets shall not exceed two thousand five hundred (2500) pounds.
- D. Specifications for Bid Item # 3. Turkey Trim Thigh Meat, Raw, Boneless, Skinless, Frozen
1. This product shall be free from bruises and must meet Grade B quality requirements for discoloration of the skin and flesh in 7CFR70.1.
 2. Comminuted turkey shall not be used.
 3. This product shall be derived from boneless, skinless turkey thigh meat.
- E. Packaging Requirements For Bid Item # 3. Turkey Trim Thigh Meat, Raw, Boneless, Skinless, Frozen
1. Raw turkey trim meat, thigh, boneless & skinless frozen shall be packed in twenty (20), forty (40) or sixty (60) pound boxes. No alternate packs are acceptable.
 2. Products shall be packed in corrugated paper boxes with a plastic film bag lining inside the container.
 3. All packaging and packing materials must be new, clean and not impart objectionable odors or flavors to the product.
 4. Staples shall not be used as a final case closure. Case closure shall be accomplished by taping, strapping or gluing.
 5. All cases shall be of uniform size and weight with no holes other than hand or handling holes.
 6. All shipments of product in cases shall be palletized on standard pallets. Pallets shall be wrapped with stretch or shrink wrap. Pallets shall not exceed two thousand five hundred (2500) pounds.
- F. Labeling For All Bid Items. Printed, stamped and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, readable and of a contrasting color.

BID PRICES

INSTRUCTIONS TO BIDDERS:

1. Bidders must submit all bids in United States Dollars (\$USD)
2. Bid amounts in \$ USD must contain no more than three (3) places to the right of the decimal point. DAS will disregard any numbers more than three places to the right of the decimal point.
3. Bidders shall enter the case weight offered in the space provided below.
4. Bid prices offered shall be the amount per pound to be either subtracted (mark-down) or added (mark-up) to the Bid/Contract Base Price for each item as delineated in Section VII. Paragraphs D. and E. on page 6 of this Bid document.
5. Bidders shall enter only one amount; either a mark-down or mark-up. Bidders shall not enter both amounts. Entry of both a mark-up and mark-down shall be considered not responsive and result in disqualification for consideration of a contract award.

Bid Item #1. Mechanically Separated Turkey, Frozen						Enter Only One Amount Below		
Bid Item #	UNSPC #	Description	Unit of Measure (UoM)	Estimated Annual Usage (Lbs.)	Case Weight Offered (1)	Amount of Mark Down per Lb. (\$USD)	Or	Amount of Mark Up per Lb. (\$USD)
1	50110000	Mechanically Separated Turkey, Frozen, as specified	Lb.	220,000			Or	

(1) Case weight offered for Mechanically Separated Turkey, Frozen must be forty (40) to fifty (50) pounds per case. Bidder shall indicate the case weight offered as indicated above.

Bid Item #2. Mechanically Separated Chicken, Frozen						Enter Only One Amount Below		
Bid Item #	UNSPC #	Description	Unit of Measure (UoM)	Estimated Annual Usage (Lbs.)	Case Weight Offered (1)	Amount of Mark Down per Lb. (\$USD)	Or	Amount of Mark Up per Lb. (\$USD)
2	50110000	Mechanically Separated Chicken, Frozen, as specified	Lb.	530,000			Or	

(1) Case weight offered for Mechanically Separated Chicken, Frozen must be forty (40) to fifty (50) pounds per case. Bidder shall indicate the case weight offered as indicated above.

Bid Item #3. Turkey Trim Thigh Meat, Boneless, Skinless, Frozen						Enter Only One Amount Below		
Bid Item #	UNSPC #	Description	Unit of Measure (UoM)	Estimated Annual Usage (Lbs.)	Case Weight Offered (2)	Amount of Mark Down per Lb. (\$USD)	or	Amount of Mark Up per Lb. (\$USD)
3	50110000	Turkey Trim Thigh Meat, Boneless, Skinless, Frozen, as specified	Lb.	200,000			or	

(2) Case weight offered for Turkey Trim Thigh Meat, Boneless, Skinless, Frozen must be twenty (20), forty (40) or sixty (60) pounds per case. Bidder shall indicate the case weight offered as indicated above.

BIDDERS SHALL COMPLETE THE FOLLOWING:

ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS (Y/N) _____. IF SO _____%. The foregoing is not a part of the bid evaluation.

BIDDERS SHALL COMPLETE THE FOLLOWING:

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

Bid Automobile Liability Checklist:

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

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF FULFILLMENT HOUSES: Bidder shall disclose the following:

Fulfillment Houses are defined as follows: A third party that performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor. Bidders seeking to enter into a materials contract shall disclose the following: (use additional sheets if necessary)

If awarded a contract under this Invitation To Bid, do you intend to use Fulfillment Houses as defined above to fulfill your obligations under any ensuing contract? Yes:[__] No: [__]

If you answered yes above, complete the following information.

a) Principal location of business for the contractor (Name/City/State/Country)

b) Principal location of all Fulfillment Houses (Name/City/State/Country)

DISCLOSURE OF FULFILLMENT HOUSES (Continued)

c) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

d) Has this Fulfillment House ever been asked to withdraw from a contract with the state of Ohio, either as a Fulfillment House or as a direct contractor to the State? Yes No

e) Has this Fulfillment House ever been asked to withdraw from a contract with another state or government body?
Yes No

The state of Ohio neither approves nor disapproves of any Fulfillment House. The State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is complete, correct, true and accurate. The Bidder agrees that no changes will be made to this list of fulfillment houses without amendment to the contract issued subsequent to the evaluation of bids. Any attempt by the Bidder/Contractor to change or otherwise alter Fulfillment House locations where services will be performed without prior amendment to the contract, 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 suspension or cancellation of the Contract