

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>OT900211</u>	OPENING DATE (1:00 p.m.) <u>APRIL 21, 2010</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. EDU008F	BID NOTICE DATE MARCH 25, 2010	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): DEPARTMENT OF EDUCATION, OFFICE FOR SAFETY, HEALTH AND NUTRITION, 25 SOUTH FRONT STREET, MAILSTOP 303, COLUMBUS, OH 43215			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: ASIAN-STYLE CHICKEN PRODUCTS, PROCESSED USING USDA COMMODITY CHICKEN			
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>July 1, 2010</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>June 30, 2013</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.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . 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 www.ohio.gov/procure . 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.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable



C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://das.ohio.gov/Eod/Edge/Index.htm>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

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 USDA commodity (per one [1] truckload of commodity) or as mutually agreed by the contractor and the Department of Education and, in accordance with Article S-2 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 one stop composite truckloads, with the exception of the final delivery, which may require a partial load to each site at no additional charge to the state. Unloading shall be by appointment only. The contractor shall contact the cold storage facilities to make an appointment for unloading prior to loading for shipment. The percentage of total product to be delivered to each location is also provided. The state reserves the right to add, delete, or change distribution centers and/or percentage of usage during the term of the contract. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

<u>CITY</u>	<u>WAREHOUSE</u>	<u>OF PRODUCT</u>
Dayton, Ohio	Terminal Cold Storage	50%
Columbus, Ohio	SYSCO – Central Ohio	25%
Cleveland, Ohio	SYSCO Foodservice of Cleveland	25%

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid, unless noted in a Minimum Order clause below. Shipment shall be made to the three (3) cold storage facilities in the state of Ohio listed above. Commodity will be delivered to the contractor by the USDA F.O.B. Destination.

PAYMENT: Shall be in accordance with Article III. B. of Standard Contract Terms and Conditions with the following exception: Payments will be due on the 60th calendar day rather than the 30th calendar day.

DOCUMENTATION:

1. The bidder should submit a narrative of their processing and fabrication procedures as part of the bid response for each product. The processing and fabrication procedures are to describe the product and the exact method of processing. This information should be provided in a separate envelope from the bid and marked as containing confidential, proprietary information. This envelope will be treated as proprietary and will not be opened and/or reviewed at bid opening. The documents may be reviewed as part of the bid evaluation and will be returned to the bidder when the bid evaluation is complete.
2. **SPA Ohio (State Participation Agreement):** If the successful contractor has in place a national agreement with the USDA, they shall complete and sign a SPA Ohio (State Participation Agreement) prior to the inception date of any ensuing contract. The agreement will be provided by the Ohio Department of Education (ODE), Office for Safety, Health, and Nutrition (OSHN) 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. The SPA Ohio (State Participation Agreement) may be reviewed at the ODE web site: at the following URL:

<http://education.ohio.gov/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=487&ContentID=842&Content=77591>

Under "Processing Agreements", click on the link for "SYS2009 State Processing Agreement Ohio (PDF)".

Should the successful contractor not currently have in place a national agreement with the USDA, either a national or state master agreement will be required. As part of this process, the successful contractor shall furnish to the ODE a surety bond obtained only from a surety company listed in the U.S. Department of Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", an irrevocable letter of credit, or an escrow account. Such bond, letter of credit, or escrow account shall be made payable to the Ohio 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 plus value of 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. Nutrition Analysis: As part of the bid response, the bidder should submit a nutrition analysis for all finished products proposed to be processed for the Department of Education, Office for Safety, Health, and Nutrition.
5. Child Nutrition (CN) Labels: As part of the bid response, the bidder should submit a CN label for all end products offered. Should the processor not have a CN label for an item(s) at the time of bid opening, a copy of the processor's application for CN labeling should be submitted. The approved CN label(s) must be provided to the Department of Education, Office for Safety, Health and Nutrition prior to commencement of commodity processing. Failure to provide an approved CN label(s) will result in immediate termination of any contract issued pursuant to this bid.

Documentation listed above that is designated to be submitted with the bid response may also be requested during the bid evaluation. Necessary documents will be requested during the bid evaluation and a deadline of seven (7) calendar days will be provided for submission. Failure to submit documents by the deadline provided will deem the bid not responsive.

SAMPLES: A sample of products specified is required. A sample shall consist of one (1) case thirty (30) pound case of each end product. Product samples shall meet all requirements specified herein and shall bear required labeling and markings, including clear and concise serving preparation and heating instructions for the product. The samples must be certified by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), Poultry Division as meeting formulation, specification, and fabrication requirements. Samples shall be submitted prior to the close of business on April 19, 2010 to the address shown below.

Attn: Erik Jablonka/Oji Ohajuruka
Ohio Office for Safety, Health, and Nutrition
c/o SYSCO – Central Ohio
2400 Harrison Road
Columbus, OH 43204
Telephone: (614) 930-4229

The USDA certificate shall certify that the samples have been processed according to the specifications and the fabrication methods specified in the bid. Each sample shall be identified as to content, processor, bid number, and bidder's company name. All samples must be accompanied by a USDA, AMS, Poultry Division grading certificate. Samples submitted without a USDA, AMS, Poultry Division grading certificate will not be considered for award. One-half (1/2) case of each end product shall be used for bid evaluation and the other one-half (1/2) case of each end product shall be used to verify actual processed product received during the contract period. Samples will not be returned. All samples shall be produced subsequent to the date of release of this Invitation to Bid. Samples may be analytically tested. Bench top samples or R&D samples will be deemed not responsive. Any variations between the samples and the products being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS. Variations without prior written approval from DAS will be considered as an event of default. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17. of the Instructions for Bidders. The fee per pound for processing offered by the bidder will be multiplied by the minimum yield per truckload of USDA commodity and then multiplied by the number of truckloads estimated to be processed annually to obtain an extended line item total. The extended line item totals shall be added to obtain a grand total for the lot. For the purpose of evaluation only, it will be assumed that 50% of the USDA commodity chicken will be processed into each end product specified.

There will be a taste test of the samples submitted to determine acceptability. There will be, at a minimum, a five (5) member panel composed of members of the Ohio Advisory Committee made up of food service professionals from across the state of Ohio. Samples will be evaluated for appearance, color, aroma, flavor (taste), and texture. If product sample is deemed unacceptable as a result of the taste test, no further consideration for award shall be given. If the product sample submitted for the taste test exceeds the specifications, as stated in the bid and is presented as being the end product for the entire contract, then the sample shall be the standard for the entire contract with anticipated yields as projected and costs as stated.

CONTRACT AWARD: There will be one (1) award to the lowest responsive and responsible bidder by low lot total. Lot total will be determined as specified in the 'Evaluation' paragraph above. Failure to offer pricing for all items may result in the bidder being deemed not responsive.

CONTRACT RENEWAL: Should the term contract be renewed beyond the June 30, 2013 expiration date, the prices offered for the third year of the contract shall be effective for the term of the renewal(s).

QUALITY CONTROL: The contractor shall make available, at the request of the Department of Education, Office for Safety, Health and Nutrition, independent laboratory test results for each processed item produced from USDA commodity chicken. Samples shall be randomly drawn by the Office for Safety, Health and Nutrition from a current production lot or shall be a reference sample maintained by the processor.

For the purpose of this requirement, the following definitions shall apply:

Batch of Chilled Chicken Legs: One (1) 36,000 lb. truckload of chilled chicken leg meat

Tests shall include, but not be limited to, *listeria monocytogenes*, *staphylococcus*, *E. coli 0157:H7*, *salmonella*, any extraneous matter and undercooking. All costs for testing shall be the responsibility of the contractor. Failure to meet the specification requirements will invalidate the awarded contract and will result in the contractor being liable for any financial losses incurred by the state of Ohio.

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: Russell Perry.

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 chicken into Asian-style chicken dishes for the Ohio Department of Education (DOE), Office for Safety, Health and Nutrition (OSHN). It is anticipated that approximately 300,000 lbs. of USDA commodity chicken will be made available by the USDA to the state of Ohio annually, if market conditions warrant. It is anticipated that product will become available between July 1, 2010 and June, 2011. The quantity specified is based on anticipated product availability from the USDA and the state of Ohio is not obligated to request processing in these or any other quantity. The USDA will deliver the commodity chicken to the contractor and the contractor shall deliver processed products to the three (3) cold storage facilities specified herein. Bid pricing (fee for processing per pound of finished product) shall include all transportation charges for delivery of processed product to cold storage facilities, the cost of USDA certification service, and any other costs associated with providing the specified products. The term of any ensuing contract shall be for a period of thirty-six (36) months, from July 1, 2010 through June 30, 2013.

B. Classification

1. Asian-style chicken, battered, breaded, pre-cooked, frozen, covered with tangy sauce
2. Asian-style chicken, pre-cooked, frozen, covered with Teriyaki sauce

II. REQUIREMENTS

A. USDA commodity description

1. USDA commodity "A" chicken leg meat, A518
 - a. Class: Broiler/Fryer
 - b. Style: Legs, fresh chilled, ready-to-cook, non-basted
 - c. Neck and Giblets: Without neck and giblets
 - d. Weight Range: Shall be between five (5) to twenty (20) ounces (141.75 to 566.99 g) each or be produced from ready-to-cook whole chicken weighing two (2) to eight (8) pounds (907.19 to 3,628.74 g) without neck and giblets.
 - e. U.S. Grade: Product shall meet all applicable USDA specifications for USDA commodity code A518 chicken legs.
 - f. Type: Type I, fresh, chilled, ready-to-cook
 - g. The ready-to-cook chickens will be delivered to the processing plant at an internal temperature of not higher than forty (40) degrees F. (4.4 degrees C.) and not lower than twenty-eight (28) degrees F. (-2.2 degrees C.). Destination temperature shall be taken in the drumstick or legs.

SPECIFICATION (Cont'd.)

B. End Product Description

1. Asian-style chicken, battered, breaded, pre-cooked, frozen, covered with tangy sauce

a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
Chicken meat	50.0% minimum
Skin	0.1% maximum
Batter/Breading	16.0% maximum
Marinade, spices and seasonings	35.0% maximum
Sodium tripolyphosphate	0.35% maximum

- b. The chicken meat shall be prepared from deboned USDA commodity chilled chicken legs (A518) and/or commercial equivalent according to the above formulation.
- c. The chicken shall be substitutable in accordance with 7CFR250.30(f) regarding the substitution of commodity foods with commercial foods.
- d. The chicken shall be fully cooked pursuant to Hazard Analysis and Critical Control Points (HACCP) requirements.
- e. No mechanically deboned (comminuted) or hydra-flaked meat is permitted in the finished products. All meat shall be hand de-boned.
- f. The product must be fabricated within five (5) days of de-boning.
- g. Water, salt and phosphate are to be incorporated as a solution to the meat. No dry blending is permitted.
- h. No. monosodium glutamate may be used in the processing of the products.
- i. No artificial colors are to be contained within the products.
- j. No trans fats are to be contained within the products.
- k. Food additives and ingredients shall be used in accordance with 9CFR381.
- l. Cooking may be done by one or more of the methods below. Internal temperature of the product must reach a minimum of 165 degrees F.:
 - 1. Frying: The battered, breaded chicken may be cooked in vegetable oil according to Poultry Products Inspection Requirements sufficient to set the coating only. Deep fat frying shall be with vegetable oils only containing approved antioxidants and only for a sufficient period to set the batter/breading to the chicken. No coconut oil, peanut oil or palm oil shall be used for frying. The oil shall be filtered continuously during cooking. Frying equipment shall be cleaned on a daily basis.
 - 2. Microwave: Following battering and breading, cooking using microwave as an energy source may also be used.
 - 3. Oven: Following battering and breading, cooking in an oven in accordance with Poultry Products Inspection Requirements may also be employed.
 - 4. Moist Cooking: Following battering and breading, moist cooking methods such as simmering, boiling and steaming may also be employed.

SPECIFICATION (Cont'd.)

- m. The cooked chicken pieces shall weigh 0.6 ounces, plus or minus 0.3 ounces. Finished products may be sampled and test weighed in accordance with USDA, AMS, Poultry Division procedures and instructions.
 - n. The tolerance for battering/breading defects (e.g. excess ridges, bumps and areas with missing breading) will be according to USDA, AMS, Poultry Division on-line acceptable quality level (AQC) procedures and instructions.
 - o. The batter shall consist of an enriched flour-type base with other ingredients, spices and seasonings as needed to produce the desired texture, flavor and color.
 - p. The breading shall be a modified pre-cooked crumb style breading designed for extended hold times.
 - q. Iodized salt added to the product shall not exceed nine percent (9%) by weight of the dry batter and breading combined.
 - r. Seasonings (other than iodized salt) shall not exceed three percent (3%) by weight of the dry batter and breading combined.
 - s. Sodium phosphates shall be used only as a leavening agent(s) in the battering/breading.
 - t. The liquid batter slurry and the breading shall not be held over and re-used in the following days' production.
 - u. The finished product shall be uniformly covered (to the extent possible) with batter and breading.
 - v. The finished product shall have no scorched or burnt areas.
 - w. The individual pieces shall not exhibit overcooking or have undue flaking of the battering/breading or separation of the meat and shall not be soggy, oily or dry.
 - x. The finished product shall be free of rancidity and from metallic, overcooked, burnt, scorched, bitter and other tastes or odor foreign to properly prepared and cooked product.
 - y. The finished product shall have a uniformly brown color in accordance with the guidelines contained in the color control breaded chicken samples as prepared by the USDA, AMS, Poultry Division.
 - z. The spice profile, appearance and taste of the Asian-style chicken covered with tangy sauce shall be similar to what is commonly available in commercial marketplace restaurants.
2. Asian-style chicken, pre-cooked, frozen, covered with Teriyaki sauce

a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
Chicken meat	60.0% minimum
Skin	0.1% maximum
Marinade, spices and seasoning	40.00% maximum
Sodium tripolyphosphate	0.35% maximum

SPECIFICATION (Cont'd.)

- b. The chicken meat shall be prepared from deboned USDA commodity chilled chicken legs (A518) and/or commercial equivalent according to the above formulation.
- c. The chicken strips shall be substitutable in accordance with 7CFR250.30(f) regarding the substitution of commodity foods with commercial foods.
- d. The chicken strips shall be fully cooked pursuant to Hazard Analysis and Critical Control Points (HACCP) requirements.
- e. No mechanically deboned (comminuted) or hydra-flaked meat is permitted in the finished products. All meat shall be hand de-boned.
- f. The product must be fabricated within five (5) days of de-boning.
- g. Water, salt and phosphate are to be incorporated as a solution to the meat. No dry blending is permitted.
- h. No. monosodium glutamate may be used in the processing of the products.
- i. No artificial colors are to be contained within the products.
- j. No transfats are to be contained within the products.
- k. Food additives and ingredients shall be used in accordance with 9CFR381.
- l. Cooking may be done by one or more of the methods below. Internal temperature of the product must reach a minimum of 165 degrees F.:
 - 1. Frying: The chicken may be cooked in vegetable oil according to Poultry Products Inspection Requirements. Deep fat frying shall be with vegetable oils only containing approved antioxidants. No coconut oil, peanut oil or palm oil shall be used for frying. The oil shall be filtered continuously during cooking. Frying equipment shall be cleaned on a daily basis.
 - 2. Microwave: Cooking using microwave as an energy source may also be used.
 - 3. Oven: Cooking in an oven in accordance with Poultry Products Inspection Requirements may also be employed.
 - 4. Moist Cooking: Moist cooking methods such as simmering, boiling and steaming may also be employed.
- m. The cooked chicken pieces shall weigh 0.6 ounces, plus or minus 0.3 ounces. Finished products may be sampled and test weighed in accordance with USDA, AMS, Poultry Division procedures and instructions.
- n. The finished product shall have no scorched or burnt areas.
- o. The individual pieces shall not exhibit overcooking or have undue flaking of the battering or separation of the meat and shall not be soggy, oily or dry.
- p. The finished product shall be free of rancidity and from metallic, overcooked, burnt, scorched, bitter and other tastes or odor foreign to properly prepared and cooked product.
- q. The spice profile, appearance and taste of the Asian-style chicken covered with Teriyaki sauce shall be similar to what is commonly available in commercial marketplace restaurants.
- r. The chicken shall not be battered or breaded.

SPECIFICATION (Cont'd.)

C. Preparation and Processing

1. 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 Poultry Inspection Regulations. Quality assurance and specification requirements for the specified item(s) shall be determined by the USDA, AMS, Poultry Division in accordance with USDA procedures.
2. Boned meat used in the preparation of further processed items shall be examined prior to blending or cooking. The boned meat shall be free of bruises, tendons, cartilage, and blood clots exceeding 0.3 inches in any dimension.
3. In addition, bone and hard tendons less than 0.3 inches may not exceed the tolerances listed in Sample Plan II of the Poultry Grader's Handbook. Sample size shall be as specified in Sample Plan II for the above listed attributes.
4. Commodity chicken shall be processed by contractor as soon as possible from time of receipt from USDA, in accordance with USDA guidelines.
5. The end product shall be frozen to a temperature of 0° F. or lower within seventy-two (72) hours of the beginning of the freezing process and shall be in accordance with USDA grading procedures.

D. USDA Certification Service

1. As part of Option 2 coverage, the USDA, AMS, Poultry Division grader shall continuously monitor the processing and fabrication procedures. Product shall be processed under continuous USDA supervision.
2. All product must be examined and accepted by a USDA, AMS, Poultry Division grader prior to delivery. The contractor shall arrange and pay for the necessary USDA service.
3. A USDA, AMS, Poultry Division grading certificate shall accompany each shipment of product, showing that the product was produced under continuous USDA supervision, is in sound condition, and meets the specification requirements.
4. Each case shall be stamped with the USDA contract compliance stamp and the certificate number. Product not identified with the contract compliance stamp or not accompanied by a grading certificate will be rejected, shall remain the property of the contractor, and shall be returned at contractor's expense.
5. All further processed products, prior to final packaging, shall be examined by a metal detector device capable of detecting metals that may be present. Sensitivity levels and testing for acceptable operation shall be as specified in procedures established by the USDA, AMS, Poultry Division.

E. Packaging

1. All packaging and packing materials must be new and clean, and must not impart objectionable odors or flavors to the product.
2. Bags shall be securely closed. Metal wire ties, metal clips, paper-coated wire ties, or staples shall not be used for sealing plastic-film bags.
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 full telescope RSC design. Fiberboard shall be testing not less than 250 lbs. No holes in boxes are permitted.
5. Products shall be packed in cartons containing a net weight of thirty (30) pounds of finished product. The thirty (30) pound case shall contain three (3) ten (10) pound or six (6) five (5) pound plastic bags of the finished product. No alternate packs are acceptable.
6. The individual case labels shall have the product name clearly marked on the exterior.

SPECIFICATION (Cont'd.)

F. Labeling

1. The contribution value of a serving to the 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. Each container shall bear the USDA contract compliance stamp and certificate number.
3. Printed, stamped, and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, of a contrasting color, clear and readable.
4. Label shall meet the requirements of the Food Allergy & Consumer Protection Act (FALCPA) of 2004. Any of the eight (8) protein allergens shall be identified if used in the production process. It may be necessary to identify other allergens than the eight (8) protein allergens, as required by the Act.
5. Reheating Instructions: Reheating instructions shall be sent to the Ohio Department of Education, Office for Safety, Health, and Nutrition prior to initial shipment of all products.

G. Palletizing

Shipments may be requested as palletized deliveries; and if requested, shall conform to the following:

1. Manufacturers standard 40" x 48" partial 4-way shipping pallets are acceptable.
2. Maximum height: 7'6" (including pallet).
3. Maximum weight: 3500 pounds (including pallet).
4. Pallets are to be securely banded or shrink wrapped.
5. The cost of palletizing must be included in the unit price.

Pallet exchange is satisfactory with all warehouses.

H. General Information

1. The delivered product shall comply with all applicable federal and state mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution and sales of the product within the commercial marketplace.
2. All commodities and services to be furnished hereunder shall conform to the specifications as noted herein. All product shall be processed in the United States.
3. If laboratory analysis is done in accordance with Article S-15 of the Supplemental Contract Terms and Conditions, the laboratory analysis will be predicated upon the formulation specified herein.
4. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the state or the state's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Poultry Products Act.

SPECIFICATION (Cont'd.)

III. CONTRACTOR'S RESPONSIBILITIES

In addition to those responsibilities specified above, the contractor shall be responsible for the following:

- A. Prime Contractor Responsibilities: The prime contractor will be required to assume responsibility for all contractual activities offered in this agreement, whether or not that contractor performs them. Further, the state will consider the prime contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, the contractor shall provide a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor's organizational abilities. The state reserves the right to approve subcontractors and to require the primary contractor to replace subcontractors found to be unacceptable. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract. Any changes in subcontractors must be approved by the state, in writing, prior to such change.

- B. Accounting Records: The contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the state of Ohio. Financial and accounting records shall be made available upon request to the state of Ohio, its designees or the Ohio Auditor of State at any time during the contract period and any extension thereof, and for three (3) years from expiration date and final payment on the contract or extension thereof.

YOUR BID:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by State Purchasing and not used in the evaluation and any subsequent award.

OAKS ITEM ID NUMBER	PRODUCT	CASE PACK OFFERED (3/10# OR 6/5#)	USDA COMMODITY TL WEIGHT	* MINIMUM YIELD PER 36,000 LBS. OF USDA COMMODITY CHICKEN	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT)
	Asian-style chicken battered, breaded, pre- cooked, frozen, covered with tangy sauce		36,000 lbs.	44,500 lbs.	\$ per lb.
	Asian-style chicken, pre- cooked, frozen, covered with Teriyaki sauce		36,000 lbs.	33,500 lbs.	\$ per lb.

** Product packaging contains recycled material: Yes No (Please circle response), if yes, _____ %

Please provide all information requested above.

* Minimum yield under this contract is the percentage of finished product weight returned to the state on weight of USDA commodity chicken

** Shall not be included in evaluation

I certify that the above poultry product(s): (1) will be produced in compliance with the attached specifications; (2) will be produced under Option 2 and supervision of a representative of the USDA, AMS, Poultry Division and copies of certification forms issued by USDA, AMS, Poultry Division graders on the commodity poultry processed shall be provided to the State Agency; (3) minimum finished product specified is guaranteed. Total production is to be returned to the Ohio Department of Education regardless of the amount; (4) that the product will be delivered to specified locations in Ohio; and (5) the processing fee reflected above represents the total cost to the Ohio Department of Education for the finished product(s) delivered.

PROCESSOR: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

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.