

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 OT909414	OPENING DATE (1:00 p.m.) MAY 12, 2014	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 APRIL 25, 2014	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 DEPARTMENT OF REHABILITATION AND CORRECTION, OHIO PENAL INDUSTRIES, MEAT PROCESSING CAREER CENTER, PICKAWAY CORRECTIONAL INSTITUTION, 11446 STATE ROUTE 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:			
TURKEY TRIM THIGH MEAT, RAW, BONELESS, SKINLESS, FROZEN			
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>06/01/14</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>07/31/15</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 10/2013, 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.procure.ohio.gov/ . 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

Any award made as a result of this bid will become a part of Contract No.OT900613.

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.

BIDDER REQUIREMENTS: Bidders shall read this bid carefully in its entirety and obtain an complete understanding of the Instructions to Bidders, Terms and Conditions for Bidding, the Standard Contract Terms and Conditions and Supplemental Contract Terms and Conditions all of which are available through the link on the first page of this Bid. Additionally Bidders shall carefully read and understand all provisions of the Special Contract Terms and Conditions and Bid Specifications on Bid pages 3 through 9 below and shall complete all required sections below. These resources contain conditions vital to this Bid and any ensuing Contract which require Bidder/Contractor knowledge and compliance. Failure to comply with or falsification of any of the certifications contained therein shall result disqualification from further consideration of your Bid or in the case of an awarded contract, contract suspension or termination for cause.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within twenty-one (21) 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.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate the bid according to the highest markdown per pound offered. DAS will multiply the estimated annual volume of use from paragraph I. A. on page # 5 of this Invitation To Bid times the bidder's offered markdown per pound from the Bid Price Page # 9. The responsive and responsible bidder with the largest annual markdown will be considered the lowest bidder.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible Department of Administrative Services Equal Opportunity Certified Minority Business Enterprise bidder by line item. (This Bid contains only one line item).

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

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.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

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.

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. (use additional sheet(s) if necessary)

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.

SPECIFICATIONS

I. **SCOPE AND CLASSIFICATIONS**

A. **Scope**

The purpose of this bid is to obtain a contractor(s) to supply frozen, boneless and skinless turkey thigh meat requirements for Ohio Penal Industries (OPI), Meat Processing Career Center in Orient, Ohio. The estimated annual requirement is approximately 530,000 lbs. per year. Orders will be placed approximately thirteen (13) times per year. The state of Ohio is not obligated to order the specified item(s) in this or any other amount. Should the OPI Meat Processing Career Center be closed for a time or decrease production orders may decline in quantity and/or frequency or may cease. Delivery shall be made F.O.B. destination freight prepaid. The term of any contract issued pursuant to this bid shall be for thirteen (13) months, from June 1, 2014 or through July 31, 2015.

B. **Classification**

1. **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.urnerbarr.com/mm5/merchant.mvc?Store_Code=ubp&Screen=PROD&Product_Code=EM-PC

III. REQUIREMENTS

A. End Products

1. Turkey Trim Thigh Meat, Raw, Boneless, Skinless, Frozen

- a. Product must be free from bruises and must meet Grade B quality requirements for discoloration of the skin and flesh in 7CFR70.1.
- b. Comminuted turkey shall not be used.
- c. Trim product shall be derived from Boneless/Skinless thigh meat. *

- B. 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.

- C. 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.

- D. 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.

E. Packaging

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.
 - a. Products shall be packed in corrugated paper boxes having a plastic-film bag lining inside the container.
 - b. All packaging and packing materials must be new, clean and not impart objectionable odors or flavors to the product.
 - c. Staples shall not be used as a final case closure. Case closure shall be accomplished by taping, strapping or gluing.
 - d. All cases of an individual product shall be of uniform size and weight.
 - e. No holes, with the exception of hand holes in cases are permitted.
 - f. 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: Printed, stamped and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, of a contrasting color and readable.

SPECIFICATIONS (Cont'd)

IV. CONTRACT PRICE

A. Base Price

The Urner Barry Price-Current for Poultry publishes daily market prices for turkey products. This publication is the only acceptable report for base price determination. The items listed below shall be used to establish a base price for poultry products. 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

Examples:

An order for a turkey, boneless skinless thigh meat, is placed April 22, 2014.

Later that day, the Urner Barry Price-Current for Poultry publishes that day's price for the item listed above as \$1.70 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 market price. Total Price: \$1.53 - \$0.60 = \$1.10 per pound.

B. Amount to be Deducted from the Market Price

The bid price shall consist of the amount per pound offered by the bidder that will be subtracted or marked down from the base price per pound (markdown, see pricing page). When determining the amount to be deducted 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.

C. Total Price

The total price per pound will be determined by subtracting the amount to be deducted (markdown) from the base (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 (marked down) from the market price.

- D. If the 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 the latest previous Urner Barry Price-Current for Poultry for the specified item shall apply.

V. ORDERING PROCEDURE

- A. Telephone call(s) to order product(s) from this contract shall 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 after each telephone order, the contractor shall provide OPI, Meat Processing Career Center a verbal acknowledgement of the order and the applicable base price for the item from the Urner Barry Price-Current for Poultry.
- C. OPI, Meat Processing Career Center shall confirm the base price in the Urner Barry Price-Current for Poultry 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.

SPECIFICATIONS (Cont'd)

VI. DELIVERY

- A. Deliveries shall be made to Ohio Penal Industries, Meat Processing Career Center, 11446 State Route. 762, Orient, Ohio 43146.
- B. Delivery hours are 7:30 a.m. to 2:30 p.m., Monday through Friday, excluding state holidays.
- C. A delivery appointment is required and must be made prior to loading for shipment.
- D. A delivery appointment shall be scheduled by contacting Mr. John Donelly at the OPI Meat Processing Career Center at (614) 877- 4362, Ext. 2316, 2319 or 2327.
- E. Delivery shall be made via refrigerated truck and the temperature of raw turkey meat, thigh, boneless, skinless, frozen is to be delivered at 10° F. temperature or less.
- F. All delivery trailers shall be clean and odor free.
- G. 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.

VII. CONTRACTOR'S 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.

The bidder must identify the establishment from which they are obtaining the product and shall submit with the bid response a letter from the establishment which states 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.

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.

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

Establishment Name: _____ USDA Establishment No.: _____

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.

VIII. SPECIAL NOTE

- A. **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.

BID PRICE PAGE

BIDDING INSTRUCTIONS: Bidders shall follow the guidelines below for bidding.

1. All bids shall be in U.S. Dollars (\$USD).
2. Bidders shall not enter bids with more than three spaces behind the decimal point. DAS will drop all digits more than three spaces behind the decimal point.
3. Bidders shall indicate the amount to be **deducted** from the market price. See Section IV. B. on page # 6 above.

YOUR BID:

UNSPSC NUMBER	DESCRIPTION	CASE WEIGHT OFFERED *	MARKDOWN AMOUNT TO BE DEDUCTED FROM MARKET PRICE ***
50110000	Turkey Trim Thigh Meat, Raw, Boneless, Skinless, Frozen	lbs.	\$ per lb.

Bidders shall complete the following; Product packaging contains recycled material: Yes No (Please circle response), if yes, _____ % **

* As specified in Section III. E. 1. bid page 5, acceptable case weight is 20, 40 or 60 pounds per case.

** Shall not be included in evaluation

*** Specifications Section IV. CONTRACT PRICE, bid page 6.