

# 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	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
OT909415	April 27, 2015	CITY STATE ZIP	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. EDU031	BID NOTICE DATE 04/06/15	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 CHILD NUTRITION, 25 SOUTH FRONT STREET, THIRD FLOOR, COLUMBUS, OH 43215			
MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
<b>APPLESAUCE, FLAVORED, SHELF STABLE FRUIT CUPS, PROCESSED USING USDA COMMODITY FRUIT</b>			
<p><u>TERM OF CONTRACT:</u> 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>07/01/2015</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/2018</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><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u>, 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><u>INQUIRIES:</u> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <a href="http://www.procure.ohio.gov">www.procure.ohio.gov</a>. Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom 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 &amp; 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 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.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This ITB is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid opening date. If a certification application has been submitted that needs to be expedited to meet the solicitation opening date, contact the DAS Equal Opportunity Division at 614-466-8380. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE business, please visit the DAS Equal Opportunity Division web site at:  
<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

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 (per one [1] truckload of commodity) of receipt 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 and, in accordance with paragraphs S-8, S-9, and S-10 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 is by appointment only. The contractor shall contact the cold storage facilities (see warehouses and approximate percentage of total product deliveries below) to make an appointment for unloading prior to loading for shipment. The percentage of total product to be delivered to each location is also to be 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>PERCENTAGE OF PRODUCT DELIVERIES</u>
Dayton, Ohio	Terminal Cold Storage	50%
Cincinnati, Ohio	SYSCO Foodservice	25%
Cleveland, Ohio	SYSCO Foodservice	25%

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid to the 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 Contract Terms and Conditions with the following exception. Payments will be due on the 90th 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 all products to be produced under this contract. The processing and fabrication procedures are to describe the product and the exact method of processing.
2. Commodity Food Processing Agreement: The successful contractor shall submit an approved National Processing Agreement or an Ohio Processing Agreement prior to the inception date of any ensuing contract. The processing agreement will be provided by the Department of Education, Office for Child Nutrition and is the authority to process USDA commodity foods and adherence to its contents is mandatory. Failure to complete and return this document prior to inception date of any ensuing contract may result in immediate cancellation from contract.

Attachment A to the bid, which is Page 12 of the processing agreement is 'Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions' (Form AD-10-48 [11/97]). This page of the agreement only should be submitted as part of the bid response.

Processor shall furnish to Department of Education a surety bond obtained only from a surety company listed in the U.S. Department of Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", an irrevocable letter of credit, or an escrow account. Such bond, letter of credit, or escrow account shall be made payable to the Department of Education. The bond shall guarantee that the processor shall faithfully account for, return, or pay for all of the Commodity Food received or carried forward, in accordance with the processing agreement.

Inventory protection is required by the Department of Education prior to the delivery of commodity food to the processor. The minimum amount of the bond, letter or credit or escrow account, shall be determined by: value of the commodity

food on order minus anticipated usage rate during the processing Agreement period. The bond shall remain in effect until all commodity food is properly accounted for, paid for or returned in accordance with the processing agreement. Liability for loss is provided in Article 18 of the processing agreement.

3. Quality Control/Total Quality Control: The contractor shall submit with the completed Commodity Food Processing Agreement a narrative of the quality control or total quality control program at the processing plant. The narrative of the quality control or total quality control program is not to be submitted as part of the bid response.
4. Nutritional Analysis: As part of the bid response, the bidder should submit a nutritional analysis for all finished products proposed to be processed for the Department of Education, Office for Child Nutrition (OCN).

SAMPLES: A sample of each fruit flavored applesauce product offered is required. A sample shall consist of one (1) case of each applesauce. Product samples shall meet all requirements as specified herein and shall bear required labeling and markings. Samples shall be certified by processor's quality control department as meeting the specifications container herein. Certification shall be in the form of a letter, on company letterhead, signed by quality control representative. Samples shall be submitted prior to 2:00 pm on Monday, April 27, 2015 to the address shown below. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

Ohio Office for Child Nutrition  
c/o Terminal Cold Storage  
20-60 Eaker Road  
Dayton, OH 45402  
Telephone: (937) 223-3138 ext. 10  
Attn: Cindy Watkins/Oji Ohajuruka

#### DELIVERY APPOINTMENT FOR SAMPLE SUBMISSION

Bidders must call to obtain delivery appointments from Terminal Cold Storage at (937) 223-3138 Ext. 10, or provide at least a 24-hour notification prior to shipping all bid products to the warehouse. The bidder (or shipper of bidder's product) shall provide advance information to the warehouse that include the bidder's company name, product bid Contract Number (OT909415), Index number (EDU031), a short description or name of the product and the number of cases to be delivered. Bid sample products for which prior delivery appointments or notification have not been secured in advance of shipment may not be accepted by the warehouse.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the bid will be evaluated according to the fee per pound for processing the specified finished product. There will be a taste test of the samples submitted to determine acceptability. There will be, at a minimum, a five (5) member panel composed of members of the Office for Child Nutrition staff and members of the Ohio Commodity Advisory Board and/or students in Ohio. Samples will be evaluated for taste, texture, eye appeal, aroma, and color. If product is deemed unacceptable as a result of the taste test, no further consideration for award shall be given. If the product sample submitted for the taste test exceeds the specifications, as stated in the bid and is presented as being the end product for the entire contract, then the sample shall be the standard for the entire contract with anticipated yields as projected and costs as stated.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder meeting all bid specifications and requirements by low lot total. Lot total will be determined by multiplying the unit price for each item by the minimum yield per truckload of raw commodity for that item and then multiplying that figure by the estimated number of truckloads of raw commodity to be processed annually to obtain a line item extended price. The line item extension prices will be added together to obtain a lot total. Failure to bid all items may result in the bidder being deemed not responsive.

#### Third Party Administration

The Ohio Department of Education may notify the Contractor at any time that communication, administration, management, or any other function or responsibility of Ohio Department of Education have been, will be, or may be assigned to a third party for the duration or any other portion of the contract. Rights and responsibilities of the Contractor to any third party assignee of the Ohio Department of Education shall be congruent to the rights and responsibilities of the Contractor to the Ohio Department of Education itself, unless otherwise excepted by agreement or law.

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

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 Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Senthana Mahendrarasa.

**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.

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.cfsan.fda.gov/~furls/ovffreg.html>

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

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.

**Notice on the Use of Social Security Numbers as Federal Tax Identification Numbers**

The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

## 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) donated fruits listed herein into shelf stable flavored applesauce cups for the Ohio Department of Education (DOE), Office for Child Nutrition (OCN). It is anticipated that approximately 122,000 lbs of apricots, strawberries, blueberries, cherries, pears and/or other fruit and 1,270,000 lbs. of apples will be made available by the USDA to the state of Ohio annually and that these same amounts will be processed under any ensuing contract. It is also possible that other fruit may become available during the term of any ensuing contract. 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. Fruit will be delivered to the contractor and the contractor shall process product and deliver finished products to the 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 and any other costs associated with providing the specified product. The term of any ensuing contract shall be for a period of (3) years, from July 1, 2015 through June 30, 2018.

#### B. Classification

1. Applesauce, Fruit Flavored, Shelf Stable, 4 fl. oz. cups, 100% Vitamin C, Reduced Sugar, No High Fructose Corn Syrup (using commodity fruits other than apples)
  - a. Apricot
  - b. Mixed Fruit
  - c. Blueberry
  - d. Cherry
  - e. Strawberry
  - f. Any other flavors with fruits/berries made available by USDA
2. Applesauce, Cinnamon Flavored, Shelf Stable, 4 fl. oz. cups, 100% Vitamin C, Reduced Sugar, No High Fructose Corn Syrup (using commodity apples)
3. Applesauce, Fruit Flavored, Shelf Stable, 4 fl. oz. cups, 100% Vitamin C, Reduced Sugar, No High Fructose Corn Syrup (using commodity apples)
  - a. Strawberry Banana
  - b. Blue Raspberry
  - c. Watermelon
  - d. Grape

### II. REQUIREMENTS

#### A. Raw Product Description

1. USDA commodity apricots, frozen or canned
2. USDA commodity cherries, frozen
3. USDA commodity blueberries, frozen
4. USDA commodity strawberries, frozen
5. USDA commodity apples, frozen or canned
6. USDA commodity pears, canned
7. Other USDA commodity fruits/berries available by USDA

B. End Product Description

1. Applesauce, Fruit Flavored, Shelf Stable, 4 fl. oz. cups, 100% Vitamin C, Reduced Sugar, No High Fructose Corn Syrup (using commodity fruits other than apples)

a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
Apples	65% minimum
USDA commodity fruit (apricots, cherries, blueberries, strawberries, other fruit/berries available from USDA)	30% minimum
Sugar and/or other ingredients	5% maximum

- b. A variety of peeled and sliced commercial apples shall be run through a triple pass steam-jacketed cooker, where they shall be cooked to 205° F. - 210° F.
- c. The cooked apples shall pass through a finisher (sieve) to produce applesauce.
- d. The applesauce shall be pumped into mixing tanks where a blend of sugar, and erythorbic/ascorbic acid shall be added.
- e. Pureed commodity fruit shall be added.
- f. Brix shall be adjusted to 12-14 with sugar.
- g. Hot applesauce shall be pumped to the filling line and deposited into plastic cups. Cups shall immediately be sealed with a foil label.
- h. Hot cups (185° F. - 190° F) shall pass through a spray water cooler to cool them down to 100° F. - 110° F.
- e. Cups shall be packed into a cardboard box with layer dividers.
- f. Finished product shall provide a minimum of one-half (1/2) cup of fruit per four (4) fluid ounce serving for the National School Lunch and Breakfast programs. Product shall meet 100% Recommended Daily Allowance (RDA) for Vitamin C, contain no high fructose corn syrup. Product shall contain no more than 35% in weight from total sugars per serving.
- g. Product shall have appealing packaging to students.
- h. Individual cups shall have a minimum shelf life of eighteen (18) months under normal dry storage conditions.

2. Applesauce, Cinnamon Flavored, Shelf Stable, 4 fl. oz. cups, 100% Vitamin C, Reduced Sugar, No High Fructose Corn Syrup (using commodity apples)

a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
USDA commodity apples	90% minimum
Sugar and/or cinnamon and other ingredients	10% maximum

- b. USDA commodity apples shall be run through a triple pass steam-jacketed cooker, where they shall be cooked to 205° F. - 210° F.
- c. The cooked apples shall pass through a finisher (sieve) to produce applesauce.
- d. The applesauce shall be pumped into mixing tanks where a blend of sugar and erythorbic/ascorbic acid shall be added.

- e. Cinnamon shall be added, if desired.
  - f. Brix shall be adjusted to 12-14 with sugar.
  - g. Hot applesauce shall be pumped to the filling line and deposited into plastic cups. Cups shall immediately be sealed with a foil label.
  - h. Hot cups (185° F. - 190° F) shall pass through a spray water cooler to cool them down to 100° F. - 110° F.
  - i. Cups shall be packed into a cardboard box with layer dividers.
  - j. Finished product shall provide a minimum of one-half (1/2) cup of fruit per four (4) fluid ounce serving for the National School Lunch and Breakfast programs. Product shall meet 100% RDA for Vitamin C, contain no high fructose corn syrup. Product shall contain no more than 35% in weight from total sugars per serving.
  - k. Product shall have appealing packaging to students.
  - l. Individual cups shall have a minimum shelf life of eighteen (18) months under normal dry storage conditions.
3. Applesauce, Fruit Flavored, Shelf Stable, 4 fl. oz. cups, 100% Vitamin C, Reduced Sugar, No High Fructose Corn Syrup (using commodity apples)

a. Formulation

<u>Ingredients</u>	<u>Percentage</u>
USDA commodity apples	82% minimum
Commercial apples, sugar, flavoring and/or other ingredients	18% maximum

- b. USDA commodity apples shall be run through a triple pass steam-jacketed cooker, where they shall be cooked to 205° F. - 210° F.
- c. The cooked apples shall pass through a finisher (sieve) to produce applesauce.
- d. The applesauce shall be pumped into mixing tanks where a blend of sugar and erythorbic/ascorbic acid shall be added.
- e. Flavoring shall be added.
- f. Brix shall be adjusted to 12-14 with sugar.
- g. Hot applesauce shall be pumped to the filling line and deposited into plastic cups. Cups shall immediately be sealed with a foil label.
- h. Hot cups (185° F. - 190° F) shall pass through a spray water cooler to cool them down to 100° F. - 110° F.
- i. Cups shall be packed into a cardboard box with layer dividers.
- j. Finished product shall provide a minimum of one-half (1/2) cup of fruit per four (4) fluid ounce serving for the National School Lunch and Breakfast programs. Product shall meet 100% RDA for Vitamin C, contain no high fructose corn syrup. Product shall contain no more than 35% in weight from total sugars per serving.
- k. Product shall have appealing packaging to students.
- l. Individual cups shall have a minimum shelf life of eighteen (18) months under normal dry storage conditions.

C. Preparation and Processing

All preparation and processing described herein shall occur subsequent to the date of award. The product shall be produced, processed, and stored in plants regularly operating under the supervision of the contractor.

D. Packaging: Product shall be packed in individual foil sealed shelf stable cups, layer packed. Product shall be packed 72-120 cups per case. No alternate packs will be acceptable.

1. General

- a. All packaging and packing materials must be new and clean, and must not impart objectionable odors or flavors to the product.
- b. 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.
- c. Boxes shall be one piece, die-cut, regular slotted container (RSC) design. Fiberboard shall be testing not less than 200 lbs. No holes in boxes are permitted. Shipping cartons shall have necessary interior support to prevent crushing of product while in transit or in storage.

E. Labeling

1. The contribution value of a serving to the National School Lunch Program (NSLP) pattern, the nutritional analysis, 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. The shipping carton shall contain ingredient statement, name of product, and date of pack.
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. Cooking/serving instructions shall be included with each case and a copy sent to the Ohio Department of Education, Office for Child Nutrition prior to initial shipment of product.
6. Upon award of the contract to a successful bidder, the processor shall furnish the Ohio Department of Education a "Fact Sheet" and "Ingredient Statement" of the product for display at the Ohio Department of Education website (see the examples in Exhibit A and Exhibit B). The documents shall include the Ohio Department of Education assigned commodity codes.

F. 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.

G. 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 "Quality Control" paragraph specified herein, the laboratory analysis will be predicated upon the formulation specified herein.
4. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the State or the State's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.

III. CONTRACTOR'S RESPONSIBILITIES

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

- A. 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.

BID PRICE

OAKS ID	ESTIMATED QTY. RAW COMMODITY TO BE PROCESSED INTO END PRODUCT (TLs)	PRODUCT (PROCESSED AS SPECIFIED)	CASE PACK	RAW COMMODITY WEIGHT (PER TRUCKLOAD)	* MINIMUM YIELD OF FINISHED PRODUCT PER TL OF COMMODITY	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT)
8199	47,000 lbs. Cherries, plus – 75,000 lbs Apricots, or approximately 3.2 TL	Flavored Applesauce, Shelf Stable, 4 fl. oz. cups (with USDA fruit other than apples)	_____ cups/cs. (4fl. oz)	(apricots, strawberries, blueberries, cherries, pears and / or other fruit) 38,000 lbs.	(apricots, strawberries, blueberries, cherries, pears and / or other fruit) lbs.	\$ Per lb.
2577	585,000 lbs, - Apples, or approximately 14.8 TL	Cinnamon Applesauce, Shelf Stable, 4 fl. oz. cups (with USDA apples)	_____ cups/cs. (4fl. oz)	39,600 lbs.	(apples) lbs.	\$ Per lb.
TBD	685,000 lbs. – Apples, or approximately 17.3 TL	Flavored Applesauce, Shelf Stable, 4 fl. oz. cups (with USDA apples)	_____ cups/cs. (4fl. oz)	39,600 lbs.	(apples) lbs.	\$ Per lb.

PLEASE COMPLETE ALL INFORMATION REQUESTED ABOVE.

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

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

PROCESSOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\* Minimum yield under this contract is the percentage of finished product weight returned to the state on weight of raw commodity product.

\*\* Shall not be included in evaluation

Payment Terms: Net 90 Days

**U. S. DEPARTMENT OF AGRICULTURE**

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**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization

PR/Award or Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date

Form AD-10-48 (11/97)