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: OT909815 — OPENING DATE (1:00 p.m.): April 29, 2015	STREET ADDRESS ☐ Check if remit address is different and list on separate sheet
	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. EDU028 / BID NOTICE DATE 04/07/15	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)

☐ E-Mail ☐ 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

MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

BEEF CRUMBLES/CRUMBLE MIX, PROCESSED USING USDA COMMODITY GROUND BEEF

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 07/01/2015 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 06/30/2016 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.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

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.

INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, www.procure.ohio.gov. 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 & A" button located beneath the "Submit Inquiry" button.

	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.

CERTIFICATION STATEMENTS

I. **DOMESTIC AND/OR OHIO PREFERENCE**: 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. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** 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 AMERICAN): [Not applicable to "Excepted Products"]

1. 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)

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)

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 American 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):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
   ☐ Yes (Go to C) ☐ No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio.
   ☐ Yes (Answer a, b, c, d below) ☐ No (Go to B-3)
   a) Bidder has paid the required taxes due the state of Ohio ☐ Yes ☐ No
   b) 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/
   c) Bidder has ten or more employees based in Ohio or border state. ☐Yes ☐ No (Go to B-2d)
   d) Bidder has seventy-five percent or more employees based in Ohio or border state.
      ☐ Yes ☐ No (Go to B-3)

3. Border state bidder:
   ☐ Yes (Specify which state then go to B-2c): ☐ KY ☐ MI ☐ NY ☐ PA ☐ IN ☐ No (Go to B-4)

4. Border state bidder: mined products mined in respective border state ☐ Yes ☐ No ☐ Not Applicable

II. **E.D.G.E. DESIGNATION:** Is the bidder a 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://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx

III. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT:** Contractor certifies that Contractor is a "**business** entity" as that term is defined in O.R.C. Section 145.037. See SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS, S-21. Independent Contractor Acknowledgement.

Bidder is defined as a business entity ☐ Yes ☐ No

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 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.

CITY	WAREHOUSE	OF PRODUCT
Dayton, Ohio	Terminal Cold Storage	50%
Cincinnati, Ohio	SYSCO – Cincinnati	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 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 product to be produced under this contract. The processing and fabrication procedures are to describe the product and the exact method of processing.

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.

SAMPLES: A sample of product offered is required. A sample shall consist of two (2) cases. Product samples shall meet all requirements as specified herein and shall bear required labeling and markings. The samples must be certified by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), Livestock & Seed Division as meeting formulation, specification, and fabrication requirements. Samples shall be submitted prior to the close of business on Wednesday April 29, 2015 to the address shown below.

Attn: Cindy Watkins
Office for Child Nutrition
20-60 Eaker Street
Dayton OH 45402
Telephone: (937) 223-3018 Ext. 10

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 (OT909815), Index number (EDU026), 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.

AWARD: There will be one (1) award to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

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.

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.

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.

USAGE REPORTS:
Every twelve (12) 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: Senthan Mahendrarasa.

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 ground beef into beef crumbles/beef crumble mix for the Ohio Department of Education (DOE), Office for Safety, Health, and Nutrition (OSHN). It is anticipated that approximately 252,000 lbs. of USDA commodity ground beef will be made available by the USDA to the state of Ohio annually and that 252,000 lbs. annually will be processed under 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. USDA commodity ground beef will be delivered to the contractor and the contractor shall process product and deliver finished 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 product. The term of any ensuing contract shall be for a period of twelve (12) months, from July 1, 2015 through June 30, 2016.

B. Classification

Beef Crumbles/Beef Crumble Mix, Precooked, Frozen

II. REQUIREMENTS

A. USDA Commodity Description

1. USDA commodity coarse ground beef, frozen

   a. Packaged in 60 lb. fiberboard shipping container

B. End Product Description

1. Beef Crumbles/Beef Crumble Mix, Precooked, Frozen

   a. Formulation

Ingredients	Percentage
USDA ground beef	79.0% minimum
Water	12.0% maximum
Vegetable protein product	7.0% maximum
Seasonings	2.0% maximum

   b. The beef crumbles/beef crumble mix shall be prepared from USDA commodity ground beef according to the above formulation.

   c. Product must not contain MSG.

   d. Product must not contain dried egg.

   e. All protein must be derived from the ground beef.

   f. Each 2 ounces Meat/Meat Alternative (M/MA) serving shall have no more than 13 fat grams.

   g. Each 2 ounces Meat/Meat alternative (M/MA) serving shall have no more than 500 mg. of sodium.

SPECIFICATION (Cont'd.)

h. The finished product shall have a firm texture similar to that of cooked ground beef and shall have the flavor of cooked ground beef that has been only mildly seasoned with salt and/or pepper.

i. When processed, the beef crumbles/beef crumble mix shall be cooked to a temperature of at least 160° F.

j. Once cooking is completed, product shall be chilled to 40° F. Product shall then be frozen to 0° F. within seventy-two (72) hours if packed in boilable/steamable bags or shall be individually quick frozen (IQF) if packed in standard polybags.

k. Crumbles must not have a distinct flavor profile such as Mexican or Italian.

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 a representative of the USDA, AMS, Livestock & Seed Division. Quality assurance and specification requirements for the specified item shall be determined by the USDA, AMS, Livestock & Seed Division in accordance with USDA procedures.

D. USDA Certification Service

1. As part of Option 2 coverage, the USDA, AMS, Livestock & Seed 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, Livestock & Seed Division grader prior to delivery. The contractor shall arrange and pay for the necessary USDA service.

3. A USDA, AMS, Livestock & Seed 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. Product not accompanied by a grading certificate will be rejected, shall remain the property of the contractor, and shall be returned at contractor's expense.

4. Each case shall be stamped with the USDA contract compliance stamp and the certificate number. Product not identified with the contract compliance stamp 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, Livestock & Seed Division.

E. Packaging

Product shall be packed in five (5) lb. net weight sealed boilable/microwavable plastic pouches, 6/5 lb. per thirty (30) lb. case. Alternate case weight of 30-40 lbs. is acceptable; however, no alternate weight for the five (5) lb. bag will be accepted.

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. 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.

c. 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.

d. 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.

SPECIFICATION (Cont'd.)

F. Labeling

1. The contribution value of a serving to the National School Lunch Program (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 case 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 of Safety, Health, and Nutrition prior to initial shipment of all products.

6. All interior boilable/steamable bags will be imprinted or labeled with the follow: product code number, product description, and production date, so that the product is easily identified by the end user when the product is removed from the original master case.

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 Supplement 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 Federal Meat Inspection Act.

III. CONTRACTOR'S RESPONSIBILITIES

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

A. Receiving Information:

The contractor shall be responsible for:

SPECIFICATION (Cont'd.)

1. Completing and filing with the Department of Education, Office for Safety, Health, and Nutrition overage, shortage and damage reports.

2. Obtaining signed receipts (original bills of lading) from carriers of commodity foods.

3. Mailing all deli very receipts and receiving reports to the OSHN no later than the following business day after receipt.

B. 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.

C. 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 one (1) year 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.

ITEM ID	PRODUCT (PROCESSED AS SPECIFIED)	*** CASE PACK OFFERED	USDA COMMODITY WEIGHT (PER TRUCKLOAD)	* MINIMUM YIELD OF FINISHED PRODUCT PER 42,000 LBS. OF COMMODITY	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT
3638	Beef Crumbles/Beef Crumble Mix, Precooked, Frozen	lbs.	42,000 lbs.	74,547 lbs.	$ per lb.

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

* 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
*** See page 6, paragraph II.E. for acceptable case packs

I certify that the above 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, Livestock and Seed Division and copies of certification forms issued by USDA, AMS, Livestock and Seed Division graders on the commodity ground beef 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 paragraph V.Q. of Standard Contract Terms and Conditions): 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 Standard Contract Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

Bid Automobile Liability Checklist:

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

☐ Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of $500,000.00.

☐ Goods/Services will be delivered via common carrier.

☐ No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.