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: OT902915 / OPENING DATE (1:00 p.m.): 6/20/2014	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. EDU046 / BID NOTICE DATE 5/28/2014	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)

☐ 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 CHILD NUTRITION, 25 SOUTH FRONT STREET, THIRD FLOOR, COLUMBUS, OH 43215

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

CHEESE PRODUCTS, PROCESSED USING USDA COMMODITY CHEDDAR CHEESE

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 07/01/14 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 06/30/17 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.

REQUIRED CERTIFICATION FOR BIDDING

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

A. DOMESTIC PREFERENCE (BUY 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

C. E.D.G.E. DESIGNATION

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

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx

D. 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 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.

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 the commodity order or as mutually agreed by the contractor and the Department of Education 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 in accordance with the quantities ordered. Quantities ordered may be to the nearest whole pallet, or as mutually agreed by the contractor and the Department of Education. Unloading of ordered product 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 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. The approximate percentage of total product to be delivered to each location is also provided below.

CITY	WAREHOUSE	ESTIMATED VOLUME OF TOTAL PRODUCT
Dayton, Ohio	Terminal Cold Storage	50%
Cincinnati, Ohio	SYSCO Food Storage	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. Due to expiration of some existing warehouse contracts, It is possible that the delivery destinations as well as the percentage of finished product to the destinations above may change during the contract period. Any such changes should not attract additional charges to ODE. Bidders may take this into consideration in their bid. 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. If payment terms are listed on the invoice to the Ohio Department of Education, it must be consistent with the terms in the contract.

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 complete and sign a 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 14 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.

SAMPLES: A sample of each product offered is required. A sample shall consist of two (2) cases of the product. Product samples shall meet all requirements as specified herein, shall bear required labeling and markings and shall include preparation and serving instructions. Samples shall be submitted no later than 2:30 pm on Wednesday June 18, 2014 to the address shown below. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the “Instructions, Terms, and Conditions for Bidding”. There will be a taste testing of the samples submitted to determine acceptability. This will be conducted by a minimum, a ten (10) member panel composed of members of the Office for Child Nutrition staff, members of the Ohio Commodity Advisory Board and/or students from Ohio schools. Samples will be evaluated for appearance, color, flavor (taste) and texture. 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 contract, then the sample shall be the standard for the entire contract with anticipated yields as projected and costs as stated. In addition, the bid will be evaluated according to the fee per pound for processing the specified finished product. One case of each product shall be used for bid evaluation to determine acceptability and the other case shall be used to verify and validate actual processed product received during the contract period. No further consideration may be given if the product sample submitted by a bidder fails to meet the evaluation criteria.

The estimated truckloads per year will be determined by dividing the anticipated commodity in pounds per year by the commodity weight per truckload.

The estimated truckloads per year will be multiplied by the quoted minimum yield to obtain estimated annual pounds per year. This will be multiplied by the processing fee per pound offered by the bidder for years 1-3 to obtain the extended price. The extended price for all three years will be added together to obtain the line item total. The line item total for each end product will be added together to obtain the low lot total.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Failure to bid all commodity items in this bid may result in the bidder being deemed not responsive.

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 Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395.

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 Cheddar Cheese into finished commodity cheese products specified in I.B. below for the Ohio Department of Education (DOE), Office for Child Nutrition (OCN). It is anticipated that about 500,000 pounds of barrel cheddar cheese will be made available by the USDA to the State of Ohio annually and that this quantity will be processed annually under any term contract issued pursuant to this Invitation to Bid (ITB). The quantity specified is based on anticipated commodity availability from the USDA and the State of Ohio is not obligated to request processing of this or any other quantity or proportion of raw products. Commodity cheese is anticipated to become available for delivery to the contractor beginning July 1, 2014. Commodity cheddar cheese will be delivered in truckload quantities of 40,800 pounds from the USDA to the contractor. The contractor shall process the raw products and make deliveries of finished products to the three (3) cold storage facilities specified herein. The ordered quantity of each finished product from the contractor or processor as determined by demand from eligible State beneficiaries of the National School Lunch Program (NSLP) shall be in full pallet amounts. Bid prices (fee for processing per pound of finished product) shall include all transportation charges for delivery of processed product, as well as all other costs associated with providing the specified end products to the cold storage facilities. The term of any contract issued pursuant to this ITB shall be for an initial period of three (3) years, from July 1, 2014 through June 30, 2017.

B. End Product Classification

1. American Cheese, Reduced Fat, Sliced, Refrigerated
2. Cheddar Cheese Sticks, Reduced Fat, Refrigerated
3. Mozzarella String Cheese, Reduced Fat, Refrigerated
4. Cheddar Cheese Sauce Pouch, Reduced fat, Refrigerated

C. Summary End Product Data Schedule

A bidder shall provide an updated copy of USDA approved Summary End Product Data Schedule (SEPDS) for all finished products to OCN. It is also important to note that any cheese ingredient that is used in the manufacture of any of the end products described (under II B1, 2, 3 and 4) below shall be substitutable with any of the raw products described (under II. A.) below.

II. REQUIREMENTS

A. USDA Commodity Description

USDA Natural American, Barrel Cheese, 500-lb, 40,800 pounds per truckload, Material Code 110242

Should mozzarella cheese be used in the manufacture of any of the end products described in II B, processor shall provide a one-for-one exchange of barrel cheddar for mozzarella cheese.

B. End Product Description

1. Cheese, Light American, Refrigerated: Sliced Offset and 1 Oz. Portions, Individually Wrapped

a. Formulation

Ingredients	Percentage/Batch
Cheese or Cheddar Cheese	41.00% minimum
Water	32.00% maximum
Other	27.00% maximum

b. Using a mixture of Cheddar cheese, water, cream, enzymes, and other ingredients, process into finished sliced, reduced fat American cheese.

c. Each 1oz serving size shall provide 1 Meat/Meat Alternate in the USDA National School Lunch Program. It shall also contain no greater than 4.0g of total fat and 2.5g of saturated fat, and no greater than 210mg of sodium. The product shall not contain trans-fat.

c. Product shall have a mild, pleasing flavor and may possess a slightly salty, slightly sweet, or slightly acid flavor. Vinegar flavor shall not be acceptable.

d The cheese body and texture shall be smooth and resilient.

e The cheese shall have a yellow color. Color shall be uniform and have an attractive sheen.

f. Visible signs of mold on the exterior or interior of the cheese are unacceptable.

g. Product shall have a minimum shelf life of one hundred eighty (180) days beginning from the delivery date to ODE warehouse when stored refrigerated at 35 to 40 degrees F.

h. Product shall meet the requirements stated in 21 CFR Section 133.169.

i. Moisture: 50% maximum

j. Fat in Solids: 16% minimum

k. pH: 5.3 to 6.0

l. Salt: 2.0% maximum

2. Cheddar Cheese, Reduced Fat, Refrigerated: 1 Oz. Portions, Individually Wrapped

a. Formulation

Ingredients	Percentage/Batch
Cheese or Cheddar Cheese	31.00% minimum
Water	50.00% maximum
Other	19.00% maximum

b. Using a mixture of pasteurized part-skim milk, cheese, water, enzymes, and other ingredients, process into finished reduced fat cheddar cheese.

c. Each 1oz serving size shall provide 1 Meat/Meat Alternate in the USDA National School Lunch Program. It shall also contain no greater than 5.0g of total fat and 3.0g of saturated fat, and no greater than 210mg of sodium. The product shall not contain trans-fat.

c. Product shall have a mild, pleasing flavor and may possess a slightly salty, slightly sweet, or slightly acid flavor. Vinegar flavor shall not be acceptable.

d. The cheese body and texture shall be smooth and resilient. The shredded cheese shall not be matting, oiling off, or crumbly. Shall have clear shred identity.

e. The cheese shall have a yellow color. Color shall be uniform.

f Visible signs of mold on the exterior or interior of the cheese are unacceptable.

g. Cheddar cheese shall be run through a standard shredder that shreds the product into plastic bags. For the purpose of this bid/contract, standard shred shall be defined as a 0.212 cut from a diamond-shaped opening of approximately 7/64”. The length of the cheese shred shall be approximately 1.35 (+/- 0.15”).

h. Product shall have a minimum shelf life of one hundred eighty (180) days beginning from the delivery date to ODE warehouse when stored refrigerated at 35 to 40 degrees F.

i. Product shall meet the requirements stated in 21 CFR Section 133.113.

j. Moisture: 39% maximum

k. Fat in Solids: 50% minimum

l. pH: 5.3 to 6.0

m. Salt: 2.0% maximum

3. Mozzarella Cheese Sticks, Reduced Fat, Individually Wrapped, Refrigerated

a. Formulation

Ingredients	Percentage/Batch
Low Moisture, Part Skim Mozzarella Cheese	99.00% minimum
Other	1.00% maximum

b. Using low moisture, part skim mozzarella cheese, the cheese shall be extruded into one (1) ounce sticks and individually wrapped.

c. Each 1oz serving size shall provide 1 Meat/Meat Alternate in the USDA National School Lunch Program. It shall also contain no greater than 2.5g of total fat and 2.0g of saturated fat, and no greater than 210mg of sodium. The product shall not contain trans-fat.

c. Product shall have a mild, pleasing flavor and may possess a slightly salty, slightly sweet, or slightly acid flavor. Vinegar flavor shall not be acceptable.

d. The cheese shall have an off-white color. Color shall be uniform and have an attractive sheen.

e. Visible signs of mold on the exterior or interior of the cheese are unacceptable.

f. Processor shall provide a one-for-one exchange of barrel cheddar for mozzarella.

g. Product shall have a minimum shelf life of one hundred eighty (180) days beginning from the delivery date to ODE warehouse when stored refrigerated at 35 to 40 degrees F.

h. Product shall meet the requirements stated in 21 CFR Section 133.158.

i. Moisture: 52% maximum

j. Fat in Solids: 30% minimum

k. pH: 5.2 to 5.5

l. Salt: 2.0% maximum

4. Cheddar Cheese Sauce, Bulk Bags or Cans

a.

Ingredients	Percentage/Batch
Cheese or Cheddar Cheese	53.00% minimum
Water	27.00% maximum
Other	20.00% maximum

b. Using a mixture of Cheddar cheese, water, cream, enzymes, and other ingredients, process into Cheddar cheese sauce.

c. Each 10oz serving size shall provide 1 Meat/Meat Alternate in the USDA National School Lunch Program. It shall also contain no greater than 7g of total fat and 3.0g of saturated fat, and no greater than 210mg of sodium. The product shall not contain trans-fat.

c. Product shall have a mild, pleasing flavor and may possess a slightly salty or slightly acid flavor. Vinegar flavor shall not be acceptable.

d. The cheese texture shall be smooth and resilient.

e. The cheese shall have a yellow color. Color shall be uniform and have an attractive sheen.

f. Visible signs of mold on the exterior or interior of the cheese are unacceptable.

g. Product shall have the following minimum shelf life:

i. Plastic Bags: One hundred eighty (180) days beginning from the delivery date to ODE warehouse when stored refrigerated at 35 to 40 degrees F.

ii. Cans: One hundred eighty (180) days beginning from the delivery date to ODE warehouse when stored refrigerated at 35 to 40 degrees F.

h. Product shall meet the requirements stated in 21 CFR Section 133.180.

i. Moisture: 60% maximum

j. Fat in Solids: 20% minimum

k. pH: 5.3 to 6.0

l. Salt: 2.4% maximum

C. Preparation and Processing

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

2. No monosodium glutamate may be used in the processing of these products.

3. All end products shall be cooled to a temperature of 35 degrees F. within seventy-two (72) hours of the beginning of the cooling process.

D. Packaging

1. All product shall be packaged to ensure that product quality and integrity are maintained during shipping and normal handling. The net case weight of product shall not exceed 35 pounds. Additionally, the following packaging requirements shall be applicable to each of the products as briefly described below:

a. Cheese, Light American, Reduced Fat, Sliced, Offset, Refrigerated: The cheese shall be made into sliced five (5) pound loaves, each slice weighing 0.5 ounces, offset, and the loaf wrapped in food grade film. Loaves shall be individually wrapped and sealed in plastic to satisfactorily protect the cheese for final use. The sliced American cheese may be packed four (4), five (5) lb. loaves per case or six (6), five (5) lb. loaves per case. No alternate weight for the five (5) lb. loaf will be acceptable. Net case weight shall not exceed thirty (30) lbs. Case weights shall be uniform. Case pack offered shall be indicated on the bid pricing page.

b. Cheese, Cheddar, Reduced Fat, 1 oz. Portions, Individually Wrapped, Refrigerated: The cheese shall be made into one (1) ounce portions. Each one (1) ounce portion shall be individually wrapped and sealed in food grade film to satisfactorily protection the cheese for final use. Portions shall be packed one hundred (100) per case. Alternate case pack of up to four hundred (400) per case is acceptable; however, no alternate weight for the one (1) ounce portion will be acceptable. Net case weight of product shall not be more than twenty-five (25) lbs. Case weights shall be uniform. Case pack offered shall be indicated on the bid pricing page.

c. Cheese, Mozzarella Sticks, Low Moisture, Part Skim: Shall be packaged in one (1) ounce individually wrapped sticks. The sticks shall be packaged one hundred and sixty (160) per case or three hundred and twenty (320) per case. No alternate weight for the 1 ounce stick will be acceptable. Net case weight shall not exceed twenty (20) lbs. Case weights shall be uniform. Case pack offered shall be indicated on the bid pricing page.

d. Cheese Sauce, Cheddar, Bulk Bags or Cans:

i. Bulk Bags: Shall be packaged in five (5) lb. plastic bags. Plastic bags shall be hermetically sealed to satisfactorily protect the cheese sauce for final use. Plastic bags shall be heatable in a convection oven, conventional oven, or warming unit. The cheddar cheese sauce shall be packed six (6), five (5) lbs. bags per case. No alternate packs will be acceptable.

ii. Cans: Shall be packaged 6/#10 metal cans per case. No alternate packs are acceptable. Cans shall be sealed to satisfactorily protect the cheese sauce for final use.

2. All packaging and packing materials must be new and clean and must not impart objectionable odors or flavors to the product.

3. Staples shall not be used as a final case closure. Case closure shall be accomplished by taping, strapping or gluing. All boxes within the delivery unit of an individual product shall be of a uniform size and weight.

4. Boxes shall be one piece, die-cut, regular slotted container (RSC) design. Fiberboard shall be testing not less than 200 lbs. No holes in boxes are permitted.

E. 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. Product shall have an approved CN label.

3. Each case shall bear the USDA contract compliance stamp and certificate number.

4. The shipping carton shall contain ingredient statement, name of product, and date of pack.

5. Printed, stamped, and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, of a contrasting color, clear and readable.

6. Labeling of products shall be in compliance with all guidelines as specified by the U. S. Food and Drug Administration regulations 21 CFR 101 and 9 CFR 317 Subpart B; The Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, Title II); and the State of Ohio Rule 3717-1-03.5(C), (the administrative rule adopted under Ohio Revised Code 3717.53).

   Labeling of products containing the major food allergens - milk, egg, fish (e.g., bass, flounder, or cod), Crustacean shellfish (e.g., crab, lobster, or shrimp), tree nuts (e.g., almonds, pecans, or walnuts), wheat, peanuts, and soybeans - shall be in compliance with the Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, Title II) and the State of Ohio Rule 3717-1-03.5(C), (the administrative rule adopted under Ohio Revised Code 3717.53).

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.

6. 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 products 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 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. Receiving Information: The contractor shall be responsible for obtaining signed receipts (original bills of lading) from carriers of donated foods.

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 change 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 three (3) years from expiration date and final payment on the contract or extension thereof.

YOUR BID

ALL BLANKS BELOW MUST BE COMPLETED

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

AMERICAN SLICED CHEESE, REDUCED FAT, REFRIGERATED

OAKS ITEM ID	END PRODUCT	COMMODITY WT. PER TL	MINIMUM YIELD*	FEE FOR PROCESSING (PER POUND OF END PRODUCT)		
	American Cheese, Sliced, 1.0oz portions	Barrel cheese, Mat. Code 110242 40,800 lb.	_____lbs.	FIRST YEAR (07/01/14-06/30/15) $ _____ per lb.	SECOND YEAR (07/01/15-06/30/16) $ _____ per lb.	THIRD YEAR (07/01/16-06/30/17) $ _____ per lb.

Case pack offered: _____lb per case Case Weight Offered (lbs.) _____ Number of Servings Per Case _____

** Product(s) packaging contains recycled material: ☐Yes ☐No; If yes, _____%

CHEDDAR CHEESE STICKS, REDUCED FAT, REFRIGERATED

OAKS ITEM ID	END PRODUCT	COMMODITY WT. PER TL	MINIMUM YIELD*	FEE FOR PROCESSING (PER POUND OF END PRODUCT)		
	Cheddar Cheese Sticks, Reduced Fat, 1.0oz portions	Barrel cheese, Mat. Code 110242 40,800 lb.	_____lbs.	FIRST YEAR (07/01/14-06/30/15) $ _____ per lb.	SECOND YEAR (07/01/15-06/30/16) $ _____ per lb.	THIRD YEAR (07/01/16-06/30/17) $ _____ per lb.

Case pack offered: _____lb per case Case Weight Offered (lbs.) _____ Number of Servings Per Case _____

** Product(s) packaging contains recycled material: ☐Yes ☐No; If yes, _____%

MOZZARELLA CHEESE STICKS, REDUCED FAT, INDIVIDUALLY WRAPPED, REFRIGERATED

OAKS ITEM ID	END PRODUCT	COMMODITY WT. PER TL	MINIMUM YIELD*	FEE FOR PROCESSING (PER POUND OF END PRODUCT)		
	Mozzarella Sticks, Reduced Fat, 1.0oz portions	Barrel cheese, Mat. Code 110242 40,800 lb.	_____lbs.	FIRST YEAR (07/01/14-06/30/15) $ _____ per lb.	SECOND YEAR (07/01/15-06/30/16) $ _____ per lb.	THIRD YEAR (07/01/16-06/30/17) $ _____ per lb.

Case pack offered: _____lb per case Case Weight Offered (lbs.) _____ Number of Servings Per Case _____

** Product(s) packaging contains recycled material: ☐Yes ☐No; If yes, _____%

CHEDDAR CHEESE SAUCE, POUCH OR CANS, REDUCED SODIUM

OAKS ITEM ID	END PRODUCT	COMMODITY WT. PER TL	MINIMUM YIELD*	FEE FOR PROCESSING (PER POUND OF END PRODUCT)		
	Cheddar Cheese Sauce Pouch or Cans, Reduced Sodium	Barrel cheese, Mat. Code 110242 40,800 lb.	_____lbs.	FIRST YEAR (07/01/14-06/30/15) $ _____ per lb.	SECOND YEAR (07/01/15-06/30/16) $ _____ per lb.	THIRD YEAR (07/01/16-06/30/17) $ _____ per lb.

Case pack offered: _____lb per case Case Weight Offered (lbs.) _____ Number of Servings Per Case _____

** Product(s) packaging contains recycled material: ☐Yes ☐No; If yes, _____%

* Minimum yield under this contract are the pounds of end product returned to the state of Ohio on full truckload weight of USDA commodity product.
** Shall not be included in evaluation

I certify that the above products(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: _____

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 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.

ATTACHMENT A

U. S. DEPARTMENT OF AGRICULTURE

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

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.

Organization PR/Award or Project Name

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

Signature(s) Date

Form AD-10-48 (11/97)