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: OT903017 — OPENING DATE (1:00 p.m.): August 12, 2016	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. EDU103 / BID NOTICE DATE July 14, 2016	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, MAILSTOP 303, COLUMBUS, OH 43215

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

UNBREADED OR LIGHTLY BREADED CHICKEN PRODUCTS, PROCESSED USING USDA COMMODITY CHICKEN

TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 08/25/16 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 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, http://procure.ohio.gov/. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right 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 II.) ☐ 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://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://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

SPECIAL CONTRACT 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.

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	EST. VOLUME OF TOTAL PRODUCTS
Dayton, Ohio	Fre-Flo Distribution, Inc	50%
Cleveland, Ohio	Net Pac International LLC	50%

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 two (2) 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. This 90th calendar day payment term will supersede any payment term listed on page one of the bid. By signing page one of the bid, bidder is in acknowledgement of the 90th calendar day payment term.

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. SPA Ohio (State Participation 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. Bidder shall also upon request by OCN, submit a copy of a USDA approved Summary End Product Data Schedule (SEPDS) of all products for which a bid has been awarded

   Attachment A to the bid, which is Page 10 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.

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 nutrition analysis for all finished products proposed to be processed for the Department for Child Nutrition.

5. Child Nutrition (CN) Labels: As part of the bid response, the bidder should submit a CN label for all end products offered. Should the processor not have a CN label for an item(s) at the time of bid opening, a copy of the processor's application for CN labeling should be submitted. The approved CN label(s) must be provided to OCN prior to commencement of commodity processing. Failure to provide an approved CN label(s) will result in immediate termination of any contract issued pursuant to this bid.

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

SAMPLES: A sample of products specified is required. A sample shall consist of two (2) cases thirty (30) pound case of each end product. Product samples shall meet all requirements specified herein and shall bear required labeling and markings, including clear and concise serving preparation and heating instructions for the product. Samples shall be submitted by 1:00 pm on August 12, 2016 to the address shown below:

Ohio Department of Education, Office for Child Nutrition
c/o Fre-Flo
20-60 Eaker Street
Dayton, Ohio 45402
Telephone: (937) 223-3138 Ext. 10
Attn: Amy Eberg

DELIVERY APPOINTMENT FOR SAMPLE SUBMISSION: Bidders must call to obtain delivery appointments from Fre-Flo 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, Index number, 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.

All samples provided as part of a bid must include the OT number clearly marked on the label of each box. All samples provided as part of a bid must clearly identify the bidder on the label of each box. If the bidder provides samples produced by another company, all samples must clearly identify both the original producer and the bidder on the label of each box.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms, and Conditions for Bidding". There will be a taste testing of the samples submitted to determine acceptability. There will be, at a minimum, a five (5) member panel composed of food service professionals from across the state of Ohio. Samples will be evaluated for appearance, color, aroma, 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.

CONTRACT AWARD: The contract will be will be awarded to the lowest responsive and responsible bidder and by low lot total. Low lot total price shall be determined by dividing the pounds of a full truckload of USDA raw commodity for processing by the quoted minimum yield in pounds of finished product from the truckload and multiplying this by the processing fee per pound offered by the bidder. The extended prices of all line items in this bid will be added to obtain the low lot total. Failure to bid all commodity items in this bid may result in the bidder being deemed not responsive.

CONTRACT RENEWAL: Should the term contract be renewed beyond the June 30, 2017 expiration date, the prices offered for the contract shall be effective for the term of the renewal(s).

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395,
Attn: Procurement Services

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) Chicken Bulk commodity into finished commodity chicken products specified below for the Ohio Department of Education (DOE), Office for Child Nutrition (OCN). It is anticipated that approximately 314,682 pounds of USDA commodity chicken bulk will be made available by the USDA to the State of Ohio annually if market conditions warrant. It is anticipated that product will become available between July 1, 2016 and June 30, 2017. The quantity specified is based on anticipated product availability from the USDA and the State of Ohio is not obligated to request processing in these or any other quantity. The USDA will deliver the chicken bulk to the contractor and the contractor shall deliver processed products to the two cold storage facilities in the State in the course of each school year. 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 ensuing contract shall be for a period of twelve (12) months, from July 1, 2016 through June 30, 2017.

B. Classification

1. Chicken Patties, unbreaded with grill marks, white/dark meat, precooked, frozen
2. Chicken Patties lightly breaded with whole grain, white/dark meat, frozen

A precise estimate of quantities and the relative proportions of each product that will be ordered by ODE during the contract term is difficult to predict because of several controlling factors that could affect such estimates. Between July and June of the 2015-2016 school year covering the last 9 out of 10 commodity ordering period however, the number of pounds of end product's as described above that were shipped to the state for each product is shown below:

Chicken Patties Unbreaded	10, 214 lbs.(71%)
Chicken Patties Lightly Breaded	3,010 lbs.(29%)

II. REQUIREMENTS

A. USDA Commodity Description

1. USDA commodity "B" chicken, bulk pack
2. Class: Broiler/Fryer
3. Neck and Giblets: Without neck and giblets
4. Weight Range: 3-3/4 pounds to 6 pound weight, without neck and giblets (WOG), with wings
5. U.S Grade: Product must meet all applicable USDA specifications for Material ID 100103, large bulk chilled chicken.
6. Type: Type I, fresh chilled, ready to cook.
7. The ready-to-cook chickens are to be delivered to the processing plant at an internal temperature of not higher than 40 degrees Fahrenheit and not lower than 28 degrees F. Destination temperature will be taken in the breast and/or thigh.

B. End Product Description

The unbreaded chicken patties and the lightly breaded chicken patties shall be prepared from USDA supplied commodity bulk chilled (never frozen) chickens according to the formula below:

Ingredients	Formulation	
	Unbreaded Chicken	**Lightly Breaded Chicken**
USDA Commodity White Meat	42.50% maximum	42.5% maximum
Thigh Meat	41% maximum	51% maximum
Skin	8% maximum	3.5% maximum
Water	6% maximum	3.0% maximum
Salt	0.4750% maximum	0.475% maximum
Sodium Tripolyphosphate	0.3325% maximum	0.3325% maximum

1. All end products will meet the smart snack standards which are as follows: 350 calories or less per serving, 480 mg of sodium per serving, less than 35% of calories from fat, less than 10% of calories from saturated fat, 0 grams of trans fat and less than 35% of weight from total sugars per serving.

2. No mechanically deboned (comminuted) or hydra-flaked meat is permitted in this product. All white and dark meat shall be hand deboned from the WOG chicken.

3. The product must be fabricated within five (5) days of deboning.

4. The white meat must be reduced in size through a plate with openings that are not greater than .75 inch in the largest dimensions.

5. Thigh meat and drumstick meat must be reduced through openings that are not greater than .38 inch in the smallest dimensions.

6. Skin must be emulsified or may be ground through a plate with holes no larger than 0.125 inch in diameter prior to blending with meat or other ingredients..

7. A proportional amount of salt and sodium phosphate solution may be added to the skin during emulsification.

8. Water may only be used as a carrier for the salt and sodium phosphate tripolyphosphate.

9. Water and phosphate are to be thoroughly mixed prior to addition of salt to the solution. Water, salt and phosphate are to be incorporated as a solution to the meat. No dry blending is permitted.

10. The product shall be cooked to a minimum internal temperature of 165 degrees Fahrenheit by any of the following combination methods. The unbreaded chicken patties will be oil-set in an approved vegetable oil containing antioxidants in compliance with 9 CFR 381. The cooking shall include any of or a combination of the following methods:

    a) Frying: The unbreaded chicken patties may be cooked in vegetable oil according to Poultry Products Inspection Requirements, sufficient to set the coating only. Deep fat frying shall only be with vegetable oils (lard, coconut, peanut or palm oils are not acceptable) containing approved antioxidants and only for a sufficient period to set the unbreaded chicken patties. The oil shall be filtered continuously during the cooking. Frying equipment shall be cleaned on a daily basis.

    b) Microwave: Cooking may be completed by using microwave as an energy source. Internal temperature of product must reach minimum 165 degrees Fahrenheit.

    c) Oven: Cooking may be completed in an oven in accordance with Poultry Products Inspection Requirements. Internal temperature of the product must reach minimum 165 degrees Fahrenheit.

11. Portion Weight

    a) The cooked unbreaded patties shall weigh 2.7 oz (+/- 0.12 oz.) Each patty must yield 2 oz. meat/meat alternative equivalence as defined by USDA.

    b) The cooked lightly breaded patties shall weigh 3 oz (+/- .15 oz.) Each patty must yield 2 oz. meat/meat alternative equivalence as defined by USDA.

12. Grill Marks

    a) The unbreaded chicken patties must be lightly grill marked with a heat induction roller grill or similar charring device to impart eye appealing grill marks imparting a slight grilled flavor to the product. No chemical or food based marking is permitted.

13. The maximum amount of predust permitted on the lightly breaded chicken patties shall be 6% with a target pick up of 3.5% of the total finished weight. The patties must have a zero grain ounce equivalence as defined by USDA nutrition guidelines.

14. Tolerance for batter/breading defects, (for example, excess ridges, bumps and areas with missing breading will be according to Poultry Division on-line acceptable quality level (AQC) procedures and instructions.

15. Food additives and ingredients shall be used in accordance with 9 CFR 381.

16. The predust for the lightly breaded patties shall not be held over and reused in the following days of production.

17. The finished product shall be uniformly covered (to the extent possible) with the predust.

18. The finished product shall have no scorched or burnt areas.

19. The individual pieces shall not exhibit overcooking or have undue flaking of the batter/breading or separation of the meat and shall not be soggy, oily or dry.

20. The unbreaded or lightly breaded chicken patties shall be free of rancidity and from metallic, overcooked, burnt, scorched, bitter and any other tastes or odors foreign to properly prepared and cooked product.

21. The finished product shall have a uniform brown color in accordance with the guidelines contained in the color control breaded chicken samples as prepared by the USDA, Poultry Division.

22. No artificial color or monosodium glutamate may be used in the processing of these products.

C. <u>Preparation and Processing</u>

1. All preparation and processing described herein shall occur subsequent to the date of award. The product shall be produced, processed, and stored in plants regularly operating under the Poultry Inspection Regulations. Quality assurance and specification requirements for the specified item(s) shall be determined by the USDA, AMS, Poultry Division in accordance with USDA procedures.

2. Boned meat used in the preparation of further processed items shall be examined prior to blending or cooking. The boned meat shall be free of bruises, tendons, cartilage, and blood clots exceeding .3 inches in any dimensions.

3. In addition, bone and hard tendons less than .3 inches may not exceed the tolerances listed in Sample Plan II of the Poultry Graders Handbook Sample size shall be as specified in Sample Plan II for the above listed attributes.

4. Commodity chicken shall be processed by contractor as soon as possible from time of receipt from USDA, in accordance.

5. The end product shall be frozen to a temperature of 0 degrees Fahrenheit. Or lower within 72 hours of the beginning of the freezing process and shall be in accordance with USDA grading procedures.

D. <u>USDA Certifications</u>

1. As part of Option 2 coverage, the USDA, AMS, Poultry Diversion grader shall continuously monitor the processing and fabrication procedures. Products shall be processed under continuous USDA supervision.

2. All product must be examined and accepted by a USDA, AMS, Poultry Division grader prior to delivery. The contractor shall arrange and pay for the necessary USDA service.

3. A USDA, AMS, Poultry Division grading certificate shall accompany each shipment of product, showing that the product was produced under continuous USDA supervision, is in sound condition and meets the specification requirements.

4. Each case shall be stamped with the USDA contract compliance stamp and the certificate will be rejected, shall remain the property of the contractor and shall be returned at the 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 USDA, AMS, Poultry Division.

E. Packaging

1. Products shall be packed in cartons containing a net weight of thirty (30) pounds of finished product The thirty (30) pound case shall contain three (3) ten (10) pound or six (6) five (5) pound plastic bags of the finished product. No alternate packs are acceptable.

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

3. 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.

4. 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.

5. Boxes shall be full telescope RSC design. Fiberboard shall be testing not less than 250 lbs. No holes in boxes are permitted.

6. The individual case labels shall have the product name clearly marked on the exterior.

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. 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.

   a) 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).

   b) 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).

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.

6. 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 products shall be processed in the United States.

3. No bid responses offering standard yield processing of chicken will be deemed acceptable. All bid proposals shall utilize guaranteed minimum return (or GMY).

4. Wing must be credited off the invoice at the prevailing market price the day of processing.

5. 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.

6. 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 change 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 one (1) year 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.

WHOLE GRAIN RICH BREADED MOZZARELLA CHEESE STICKS, REDUCED SODIUM, FROZEN

OAKS ITEM ID	END PRODUCT	CASE PACK OFFERED (EX. 3/10# OR 6/5#)	NUMBER OF SERVINGS PER CASE	COMMODITY WT. PER TL	GUARANTEED MINIMUM YIELD PER 36,000 OF USDA COMMODITY CHICKEN	FEE FOR PROCESSING (PER POUND OF END PRODUCT)
	Chicken Patties White/Dark Meat, Lightly Breaded Precooked, Frozen			36,000	16,200 lbs.	$_____per lb.
	Chicken Patties White/Dark Meat Unbreaded, Precooked, Frozen			36,000	15,120 lbs.	$_____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 ☐ 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

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)