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: OT903814 — OPENING DATE (1:00 p.m.): AUGUST 30, 2013	STREET ADDRESS ☐ Check if remit address is different and list on separate sheet
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395	CITY — STATE — ZIP
	COUNTY — MBE/EDGE CERTIFICATE NUMBER
	TELEPHONE NO. ( ) — TOLL FREE NO. 1 - ( )
Attn: Bid Desk	CONTACT PERSON — FAX NO. ( )
REQ./INDEX NO. EDU099 — BID NOTICE DATE 08/02/2013	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 OF CHILD NUTRITION, 25 SOUTH FRONT STREET, THIRD FLOOR, COLUMBUS, OH 43215

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

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

WHOLE GRAIN MACARONI AND CHEESE, REDUCED FAT, PRECOOKED, FROZEN, 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 09/15/13 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 06/30/16 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 09/2012, 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 AMERICA): [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 America 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

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 (ODE) and, in accordance with Article S-2, S8, S9 and S10 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 ODE. 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 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
Cincinnati, Ohio	SYSCO Food Storage	25%
Cleveland, Ohio	SYSCO Foodservice	25%
Columbus, Ohio	A T Xpress	25%
Dayton, Ohio	Terminal Cold Storage	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 four (4) 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 ODE, 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 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 of Child Nutrition (ODE, OCN) 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 17 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.

SPECIAL CONTRACT TERMS AND CONDITIONS cont'd

Processor shall furnish to 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 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 ODE prior to the delivery of commodity food to the processor. The minimum amount of the bond, letter of 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 ODE, OCN.

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

PRODUCT SAMPLES:

A sample of product offered is required. A sample shall consist of two (2) cases of reduced fat whole grain macaroni and cheese. 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 certified by the processor's quality control department as meeting the specifications contained herein. Certification shall be in form of a letter on company letterhead, signed by authorized company representative.

Samples must be submitted prior to 1:00 pm on Friday, April 12, 2013 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 Interstate Cold Storage
2400 Setterlin Drive
Columbus, Ohio 43219
Telephone: (614) 449-1801 ext. 102
Attn: Ron Ciccarelli/Oji Ohajuruka

One (1) case of each product sample shall be used in sample evaluation and the other one (1) case shall be used to verify actual processed product received during the term of any contract issued pursuant to this bid. The samples may be analytically tested. Samples will not be returned. Failure to submit samples as specified will deem the bid not responsive. All samples must be accompanied by a USDA, AMS, Livestock & Seed Division grading certificate. The USDA certificate shall certify that the sample conforms to the specifications of this bid in the formulation and packaging. Samples submitted without a USDA, AMS, Livestock & Seed Division grading certificate will result in the bidder being deemed as not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate the bid according to the fee per pound for processing offered on the bid.

There will be a taste test of the samples submitted to determine acceptability. There will be, at a minimum, a ten (10) member panel composed of members of the OCN staff, members of the Ohio Commodity Advisory Board and /or K4-12 students in 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.

SPECIAL CONTRACT TERMS AND CONDITIONS cont'd

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder meeting all bid specifications and requirements. Total bid price will be determined by multiplying the unit price for each item by the minimum yield per truckload of raw commodity for that item and then multiplying that figure by the number of truckloads of raw commodity to be processed annually to obtain a line item extended price.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or 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, Attn: Jennifer Shaefer.

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: http://www.cfsan.fda.gov/~furls/ovffreg.html

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

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS

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

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.,):
List names of subcontractors who will be performing work under the Contract.

_____ _____

_____ _____

_____ _____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS cont'd

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.

The remainder of this page is intentionally left blank.

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 Whole Grain Reduced Fat Macaroni and Cheese for the ODE, OCN. It is anticipated that the USDA will make available about one hundred thousand (100,000) lbs. of USDA cheddar cheese to the state of Ohio annually and that one hundred thousand (100,000) lbs. will be processed annually. The quantity specified is based on anticipated product availability from the USDA at the time of award of any contract issued pursuant to this bid. The state of Ohio is not obligated to request processing in these or any other amounts. Commodities will be delivered to the contractor in pack sizes specified herein and the contractor shall process product and deliver finished product to the cold storage facilities. Bid pricing (price per pound of finished product) shall include all transportation charges and any other costs associated with providing the product. The term of any contract awarded pursuant to this bid shall be from September 15, 2013 through June 30, 2016.

B. Classification

Macaroni and Cheese, Reduced Fat, Precooked, Using Whole Grain-Rich Pasta, Frozen

II. REQUIREMENTS

A. Raw Commodity Description

1. USDA commodity cheddar cheese Material Code 100010 (B049)

   a. Packed in 500 lb. barrels, 40 lb. blocks, or other bulk packaging.

B. End Product Description

1. Whole Grain Macaroni and Cheese, Reduced Fat, Precooked, Frozen

   a. Formulation

Ingredients	Percentage
USDA commodity cheddar cheese	20.0% maximum
Water	55.0% maximum
Whole grain-rich Pasta	15.0% minimum
Seasonings	5.0% maximum

   b. The macaroni and cheese sauce shall be prepared from USDA commodity cheddar cheese in accordance with the above formulation. Each 2 oz. Meat/Meat Alternate serving of macaroni and cheese sauce must contain no more than 12 grams of total fat. Finished product should contain a minimum of 0.75 grain equivalence per servings. Product must not contain MSG. The macaroni and cheese sauce shall have a creamy texture and be acceptable to all age groups of children (Grades K – 12). The product shall be cooked to a temperature of 160˚F. Once cooking is complete, product shall be packed into boilable/steamable poly pouch bags and sealed without metal clips or ties. Product is to be quick chilled to 40˚F., then frozen to 0˚F. within seventy-two (72) hours.

   c. The product shall be produced using whole grain-rich pasta and a cheese sauce made with cheddar cheese, thickeners, spices, artificial and natural flavors, and other wholesome ingredients. The pasta shall be produced using 100 percent whole grain, or contain a blend of whole grain meal and enriched flour of which at least 50 percent is whole grain.

   d. The texture of the macaroni shall not be rubbery, mushy, or pasty. The sauce shall not be excessively thin, thick, or pasty. The frozen macaroni and cheese shall have an odor and flavor characteristic to prepared macaroni and cheese. There shall be no foreign odors or flavors such as, but not limited to, burnt, scorched, stale, rancid, or moldy.

SPECIFICATION cont'd

e. Product shall have a shelf life of at least nine (9) months if held frozen at 0 degrees F. or below.

C. Packaging: Product shall be packed with six (6), five (5) lb. boilable poly bags. No alternate packs are acceptable.

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

2. Bags shall be securely closed. Metal wires, metal clips, paper coated wire ties, or staples shall not be used for sealing plastic-film bags.

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 a minimum of 275 lb. test material. No holes in boxes are permitted. Each shipping carton shall have interior fiberboard support to prevent crushing and collapsing of the shipping carton.

D. 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 must 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 10/-282, Title II) and the State of Ohio Rule 3717-1-03.5(C), (the administrative rule adopted under Ohio Revised Code 3717.53).

E. 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.

SPECIFICATION cont'd

F. 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 Supplemental 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.

BID PRICE PAGE

YOUR BID:

Bidders shall not insert any unit cost more than 3 digits after the decimal point. Digits beyond 3 after the decimal point, shall be dropped by the Office of Procurement Services and shall not be used in the bid evaluation and any subsequent award.

OAKS ITEM ID	PRODUCT (PROCESSED AS SPECIFIED)	USDA RAW COMMODITY WEIGHT (PER TRUCKLOAD)	MINIMUM YIELD* OF FINISHED PRODUCT PER TL OF COMMODITY	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT
18172	Reduced Fat, Whole grain-rich Macaroni and Cheese, Precooked, Frozen	40,000 lbs.		$ per lb.

Case Weight Offered (lbs.) _____ Number of Servings Per Case _____

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

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

PROCESSOR: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

* Minimum yield under this contract is the pounds of finished product returned to the state of Ohio on every 40,000 lbs. of USDA raw 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)