STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: POPCORN CHICKEN, PROCESSED USING USDA COMMODITY CHICKEN

CONTRACT No.: OT900414

EFFECTIVE DATES: 07/01/13 to 06/30/16
Renewal through 06/31/17*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900414 that opened on 04/05/13. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to DEPARTMENT OF EDUCATION, OFFICE FOR CHILD NUTRITION, 25 SOUTH FRONT STREET, MAILSTOP 303, COLUMBUS, OH 43215, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to $2500.00 using the state of Ohio payment card. Any purchase that exceeds $2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

*Denotes contract renewal for an additional eleven (11) months, effective August 1, 2016 through June 30, 2017, as a result of mutual agreement.

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

CLAUSES	PAGE NO.
Amendments to Contract Terms and Conditions	3
Classification	5
Contract Award	4
Contractor Information	14
Contractor's Responsibilities	10
Delivery and Acceptance	3
Documentation	3-4
Evaluation	4
Payment	3
Price Schedule	11
Quality Control	4
Requirements – End Product Description	5-7
Requirements – General Information	9
Requirements – Labeling	8-9
Requirements – Packaging	8
Requirements – Palletizing	9
Requirements – Preparation and Processing	8
Requirements – USDA Certification	8
Requirements – USDA Commodity Description	5
Requirements – Wing Credit	11
Samples	4
Scope	5
Transportation Charges	3
Usage Reports	4

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 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 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 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 three (4) cold storage facilities listed above or any other cold storage facilities that ODE designates in the state of Ohio. Commodity shall 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 60th calendar day rather than the 30th calendar day. If payment terms are listed on the invoice of the Ohio Department of Education, it must be consistent with the terms of the contract.

DOCUMENTATION:

1. The bidder shall 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 (ODE), Office for Child Nutrition (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 13 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: Prior to contract inception, the contractor shall submit to the ODE, OCN 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 may be required to submit a nutritional analysis for all finished products proposed to be processed for the Department of Education, Office for Child Nutrition.

PRODUCT SAMPLES: A sample of product offered is required. A sample shall consist of two (2) cases of each end product specified. Product samples shall meet all requirements as specified herein and shall bear required labeling and markings. 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. Reheating and preparation instructions shall be included with the samples.

Samples must be submitted prior to 2:00 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 43228
Telephone: (614) 449-1801 ext. 102
Attn: Ron Ciccarelli/Oji Ohajuruka

Two cases of the samples shall be used for bid evaluation. Samples will be evaluated on appearance, color, texture, taste and overall acceptability. The other case of samples shall be used for comparison to the consistency of specification with the actual processed product received during the contract period. The samples shall not be returned to processor.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms, and Conditions for Bidding". In addition, the bid will be evaluated according to the fee per pound for processing the specified finished product. There will be a taste test of the samples submitted to determine acceptability. There will be, at a minimum, a ten (10) member panel composed of members of the Office for Child Nutrition staff, members of the ODE Commodity Advisory Board and/or students in Ohio. Samples will be evaluated as earlier described. If the product is deemed unacceptable as a result of the taste test, no further consideration for award shall be given. If the product sample submitted for the taste test exceeds the specifications as stated in the bid and is presented as being the end product for the entire contract, then the sample shall be the standard for the entire contract with anticipated yields as projected and costs as stated.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder. The bid of each Contractor shall be determined by the average bid of the fee for processing for the three years (page 11). Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders".

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, Attention: Senthan Mahendrarasa

CONTRACT RENEWAL: Should the term contract be renewed beyond the June 30, 2016 expiration date, the prices offered for the third year of the contract shall be effective for the renewal period.

QUALITY CONTROL: The contractor shall be responsible for performing regular testing of all its products to ensure optimum quality, healthy bacteriological standards, freedom from extraneous matter, or evidence of undercooking. All costs for maintaining quality control shall be borne by the contractor. Failure to meet production, hygienic and manufacturing standards shall invalidate the awarded contract and the contractor shall also be liable for any financial losses incurred by OCN arising from the production of defective products.

SPECIFICATION

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor to process USDA commodity bulk chicken into whole grain rich breaded popcorn chicken pieces for the Ohio Department of Education (ODE), Office for Child Nutrition (OCN). It is anticipated that approximately 730,000 pounds of chilled bulk chicken will be made available by the USDA to the State of Ohio annually, if market conditions warrant. Chilled bulk chicken is also expected to become available by July, 2013. The state of Ohio is not obligated to request processing in this or any other amount. The USDA will deliver the commodity chicken to the contractor and the contractor shall deliver processed product to the four (4) cold storage facilities listed in page 3. Bid pricing (fee for processing per pound of finished product) shall include all transportation charges for delivery of processed product to the cold storage facilities, the cost of USDA certification service and any other costs associated with providing the specified products. The term of any contract issued pursuant to this bid shall be for three (3) years, from July 1, 2013 through June 30, 2016.

B. End Product Classification

Popcorn Chicken Pieces, Battered/Breaded, White/Dark Meat, Fully Cooked, Frozen.

II. REQUIREMENTS

A. USDA Commodity Description

1. Commodity "B" chicken, Bulk pack

   a. Class: Broiler/Fryer

   b. Style: Whole, fresh chilled, ready-to-cook, non-basted

   c. Neck and Giblets: Without neck and giblets

   d. Weight Range: 3-3/4 pounds to 6 pounds weight, without neck and giblets (WOG), with wings

   e. U.S. Grade: Product must meet all applicable USDA specifications for Material ID 100103 (Commodity code A522), large bulk chilled chicken

   f. Type: Type I, fresh, chilled, ready-to-cook

   g. The ready-to-cook chickens are to be delivered to the processing plant at an internal temperature of not higher than 40 degrees F (4.4 degrees C) and not lower than 28 degrees F (-2.2 degrees C). Destination temperature will be taken in the breast or thigh.

B. End Product Description

General

1. Finished chicken products shall be processed from whole WOG birds with wings.

2. White meat shall be limited to skinless, boneless breast and rib meat when attached to the breast portions.

3. Dark meat may consist of thigh meat, combination of drumstick and thigh meat in natural proportions as removed from the carcass.

4. The breading of all chicken product must be whole grain rich. Breading that qualifies as whole grain rich is one that contains 100-percent whole grain, or contains a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50-percent is whole grain.

5. Minimum yield of Popcorn chicken shall be not less than eighty-five percent (85%) for each 36,000 pounds of raw weight of commodity chicken received If a processor exceeds the Guaranteed Minimum Yield (GMY), all product produced above the GMY level must be returned to the State. Bids utilizing the standard yield are not acceptable.

6. Wings must be credited off the invoice at the at the prevailing market price the day of processing.

7. All products shall be stored and distributed at 0^0F. or below and must have no less than one (1) year shelf life, frozen.

8. All products shall be processed in the United States.

Preparation

1. The popcorn chicken shall be prepared from USDA supplied commodity bulk chilled (never frozen) chickens according to the formula below:

Ingredients	Formulation Percentage
White Meat	28.0% minimum
Dark Meat	32.0% maximum
Skin	5.5% maximum
Isolated Soy Protein	8.0% maximum
Dried Whole Egg	1.8% maximum
Water, spices, flavorings, other ingredients	24.7% maximum

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 shall be limited to skinless, boneless breast and rib meat when attached to the breast portions.
5. Thigh meat and drumstick meat must be reduced through openings that are not greater than 0.38 inch in the smallest dimension.
6. Dark meat may consist of thigh meat, a combination of drumstick and thigh meat in natural proportion as removed from the carcass, or when formulated, drumstick meat may replace a maximum of 45% of the thigh meat used in the formula.
7. The white meat, thigh meat and drumstick meat must be reduced in size through a plate with openings that are not less than 0.125 inch in the smallest dimension.
8. A proportional amount of salt and sodium phosphate solution may be added to the skin during emulsification.
9. Water may only be used as a carrier for the salt and sodium tripolyphosphate.
10. 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.
11. No dry blending is permitted.
12. The product shall be cooked to a minimum internal temperature of 165° F. by any of the following combination methods. The battered popcorn chicken shall be oil-set in an approved vegetable oil containing an antioxidant(s) which complies with 9 CFR 381. The cooking shall include any of, or a combination of the following methods:

a. Frying - The battered popcorn chicken 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 batter/breading to the popcorn chicken. The oil shall be filtered continuously during cooking. Frying equipment shall be cleaned on a daily basis.

b. Microwave - Following battering, breading and frying, cooking may be completed by using microwave as an energy source. Internal temperature of product must reach minimum 165° F.

c. Oven - Following battering, breading and frying, cooking may be completed in an oven in accordance with Poultry Products Inspection Requirements. Internal temperature of the product must reach minimum 165° F.

14. The cooked popcorn pieces shall weigh a minimum of 0.20 oz. (+/- 0.02 oz.). End product may be sampled and test weighed in accordance with USDA, Poultry Division procedures and instructions.

15. The minimum amount of batter/breading permitted shall be 30.00% (+/- 5%).

16 Tolerance for batter/breading defects (for example, excess ridges, bumps and areas with missing breading), shall be according to Poultry Division on-line acceptable quality level (AQC) procedures and instructions. Each finished serving of popcorn chicken shall provide two (2) ounces of meat/meat alternate and one (1) bread serving for the National School Lunch Program.

17. The batter shall consist of a whole grain-rich flour type base with other ingredients, spices and seasonings as needed to produce the desired texture, flavor and color.

18. The breading shall be a modified precooked whole grain rich crumb style breading designed for extended hold times. Ingredients shall include iodized salt added to a level not to exceed 9 percent by weight of the dry batter and breading combined.

19. Sodium content of the finished product shall not exceed 425 mg per serving.

20. Seasonings (other than iodized salt) may not exceed 3% by weight of the dry batter and breading combined.

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

22. Sodium phosphate may be used only as a leavening agent in the batter/breading.

23. The liquid batter slurry and breading shall not be held over and reused in the following days' production.

24. The finished product shall be uniformly covered (to the extent possible) with batter and breading.

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

26. 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.

27. The Popcorn chicken shall be free of rancidity and from metallic, overcooked, burnt, scorched, bitter and other tastes or odors foreign to properly prepared and cooked product.

28. 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.

29. No monosodium glutamate or artificial color may be used in the processing of the product.

30. The spice profile for popcorn chicken shall be similar to the spice profile used for these items in the commercial marketplace or as purchased at a fast food restaurant.

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 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 0.3 inches in any dimension.

3. In addition, bone and hard tendons less than 0.3 inches may not exceed the tolerances listed in Sample Plan II of the Poultry Grader's 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 with USDA guidelines.

5. The end product shall be frozen to a temperature of 0° F. or lower within seventy-two (72) hours of the beginning of the freezing process and shall be in accordance with USDA grading procedures.

D. USDA Certification

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

2. All product must be examined and accepted by a USDA, AMS, 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 number. Product not identified with the contract compliance stamp or not accompanied by a grading certificate will be rejected, shall remain the property of the contractor, and shall be returned at contractor's expense.

5. All further processed products, prior to final packaging, shall be examined by a metal detector device capable of detecting metals that may be present. Sensitivity levels and testing for acceptable operation shall be as specified in procedures established by the USDA, AMS, Poultry Division.

E. Packaging

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

5. 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.

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.

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).

G. Palletizing

Shipments may be requested as palletized deliveries; and if requested, shall conform to the following:

1. Manufacturers standard 40" x 48" partial 4-way shipping pallets are acceptable.

2. Maximum height: 7'6" (including pallet).

3. Maximum weight: 3500 pounds (including pallet).

4. Pallets are to be securely banded or shrink wrapped.

5. The cost of palletizing must be included in the unit price.

Pallet exchange is satisfactory with all warehouses.

H. General Information

1. The delivered product shall comply with all applicable federal and state mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution and sales of the product within the commercial marketplace.

2. All commodities and services to be furnished hereunder shall conform to the specifications as noted herein. All product shall be processed in the United States.

3. Finished chicken products shall consist of battered/breaded popcorn chicken. The sale of any byproduct shall accrue to the benefit of the state of Ohio. No wing meat will be processed into battered/breaded popcorn chickens. Wings will be credited to the Ohio Department of Education, Office for Child Nutrition on each invoice. Each invoice shall show a credit of the prevailing Urner Barry Price-Current market price for wings on the date of processing.

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

5. 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.

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 Poultry Products Act.

III. CONTRACTOR'S RESPONSIBILITIES

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

A. Receiving Information:

The contractor shall be responsible for:

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

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

3. Mailing or transmitting all delivery receipts and receiving reports to the OCN no later than the following business day after receipt.

B. Prime Contractor Responsibilities: The prime contractor will be required to assume responsibility for all contractual activities offered in this agreement, whether or not that contractor performs them. Further, the state will consider the prime contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, the contractor shall provide a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor's organizational abilities. The state reserves the right to approve subcontractors and to require the primary contractor to replace subcontractors found to be unacceptable. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract. Any changes in subcontractors must be approved by the state, in writing, prior to such change.

C. Accounting Records: The contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the state of Ohio. Financial and accounting records shall be made available upon request to the state of Ohio, its designees or the Ohio Auditor of State at any time during the contract period and any extension thereof, and for three (3) years from expiration date and final payment on the contract or extension thereof.

PRICE SCHEDULE

OAKS ITEM ID NUMBER	PRODUCT	CASE PACK OFFERED (EX. 3/10# 6/5#)	NUMBER OF SERVINGS PER CASE	USDA COMMODITY TL WEIGHT	GUARANTEED MINIMUM YIELD* PER 36,000 LBS. OF USDA COMMODITY CHICKEN	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT
						FIRST YEAR 03/01/13-06/30/14	SECOND YEAR 07/01/14-06/30/15	THIRD YEAR 07/01/15-06/30/16
13468	Popcorn Chicken Pieces Breaded, Precooked, Frozen	30# cs 6/5# bags	162	36,000 lbs.	30,600 lbs.	$ 1.17 per lb.	$ 1.199 per lb.	$ 1.229 per lb.

Credit for unused parts: $Wing credit based on Urner-Barry's market report for the date of processing less $0.05 per pound

I certify that the above poultry product(s): (1) will be produced in compliance with the attached specifications; (2) will be produced under Option 2 and supervision of a representative of the USDA, AMS, Poultry Division and copies of certification forms issued by USDA, AMS, Poultry Division graders on the commodity poultry processed shall be provided to the State Agency; (3) minimum finished product specified is guaranteed. Total production is to be returned to the Ohio Department of Education regardless of the amount; (4) that the product will be delivered to specified locations in Ohio; and (5) the processing fee reflected above represents the total cost to the Ohio Department of Education for the finished product(s) delivered.

PROCESSOR: Pilgrim's Pride Corporation

SIGNATURE: ON FILE

TITLE: Commodity Manager

DATE: April 3, 2013

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Instructions to Bidders, Article I-20): 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.

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.

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

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.

Pilgrim's Pride Corporation	Commodity Processing
Organization	PR/Award or Project Name

Michael Rioux – Commodity Manager
Name(s) and Title(s) of Authorized Representative(s)

ON FILE	April 3, 2013
Signature(s)	Date

Form AD-10-48 (11/97)

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND DELIVERY:

145647
Pilgrim's Pride Group
244 Perimeter Center Parkway, NE
Atlanta, GA 30346

REMIT TO:
P.O. BOX 915259
Dallas, TX 75391

CONTRACTOR'S CONTACT: Michael Rioux

BID / CONTRACT NO.: OT900414

DELIVERY: As specified on page 3, paragraph 'Delivery and Acceptance'

TERMS: Net 60 Days

Telephone: (678) 691-5322
Fax: (972) 290-3488
E-mail: Michael.rioux@pilgrims.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
2	08/01/16	This amendment is issued to renew the contract for 11 months, effective 08/01/16 through 06/30/17.
1	07/01/16	This amendment is issued to notify that the State of Ohio elects to exercise its option to renew the subject contract for an additional 30 days effective July 01, 2016 through July 31, 2016.