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: Cheese Products, Processed using USDA Commodity Cheddar Cheese

CONTRACT No.: OT902516

EFFECTIVE DATES: 10/16/15 to 06/30/16
Renewal through 06/30/17 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902516 that opened on 08/26/15. 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 (Revised 10/2013), 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, Third Floor, 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.

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

http://www.ohio.gov/procure

* Contract renewal for twelve (12) months, effective 07/01/16 through 06/30/17.

Signed: _____
Robert Blair, Director Date

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AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful contractor by the using agency. Product will be processed and delivered within one (1) month of receipt of the commodity order or as mutually agreed by the contractor and the Department of Education and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. Deliveries shall be made to the following Ohio sites. The delivery location will be noted on the purchase order issued by the participating agency. All shipments are to be in accordance with the quantities ordered. Quantities ordered may be to the nearest whole pallet, or as mutually agreed by the contractor and the Department of Education. Unloading of ordered product shall be by appointment only. The contractor shall contact the cold storage facilities to make an appointment for unloading prior to loading for shipment. The state reserves the right to add, delete, or change distribution centers and/or percentage of usage during the term of the contract. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud. The approximate percentage of total product to be delivered to each location is also provided below.

CITY	WAREHOUSE	ESTIMATED VOLUME OF TOTAL PRODUCT
Dayton, Ohio	Fre-Flo Distribution, Inc./Terminal Cold Storage	50%
Columbus, Ohio	Net PAC International LLC	25%
Cleveland, Ohio	Fre-Flo Distribution, Inc./SYSCO Foodservice	25%

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid to the three (3) cold storage facilities in the state of Ohio listed above. Due to expiration of some existing warehouse contracts, It is possible that the delivery destinations as well as the percentage of finished product to the destinations above may change during the contract period. Any such changes should not attract additional charges to ODE. Bidders may take this into consideration in their bid. Commodity will be delivered to the contractor by the USDA, F.O.B. Destination.

PAYMENT: Shall be in accordance with Article III.B. of Contract Terms and Conditions with the following exception. Payments will be due on the 90th calendar day rather than the 30th calendar day. If payment terms are listed on the invoice to the Ohio Department of Education, it must be consistent with the terms in the contract. This 90th calendar day payment term will supersede the 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. Commodity Food Processing Agreement: The successful contractor shall complete and sign a National Processing Agreement or an Ohio Processing Agreement prior to the inception date of any ensuing contract. The processing agreement will be provided by the Department of Education, Office for Child Nutrition and is the authority to process USDA commodity foods and adherence to its contents is mandatory. Failure to complete and return this document prior to inception date of any ensuing contract may result in immediate cancellation from contract. 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 14 of the processing agreement is 'Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions' (Form AD-10-48 [11/97]). This page of the agreement only should be submitted as part of the bid response.

   Processor shall furnish to Department of Education a surety bond obtained only from a surety company listed in the U.S. Department of Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", an irrevocable letter of credit, or an escrow account. Such bond, letter of credit, or escrow account shall be made payable to the Department of Education. The bond shall guarantee that the processor shall faithfully account for, return, or pay for all of the Commodity Food received or carried forward, in accordance with the processing agreement.

   Inventory protection is required by the Department of Education prior to the delivery of commodity food to the processor. The minimum amount of the bond, letter or credit or escrow account, shall be determined by: value of the commodity food on order minus anticipated usage rate during the processing Agreement period. The bond shall remain in effect until all commodity food is properly accounted for, paid for or returned in accordance with the processing agreement. Liability for loss is provided in Article 18 of the processing agreement.

3. Quality Control/Total Quality Control: The contractor shall submit with the completed Commodity Food Processing Agreement a narrative of the quality control or total quality control program at the processing plant. The narrative of the quality control or total quality control program is not to be submitted as part of the bid response.

4. Nutritional Analysis: As part of the bid response, the bidder should submit a nutritional analysis for all finished products proposed to be processed for the Department of Education, Office for Child Nutrition.

SAMPLES: A sample of each product offered is required. A sample shall consist of two (2) cases of the product. Product samples shall meet all requirements as specified herein, shall bear required labeling and markings and shall include preparation and serving instructions. Samples shall be submitted no later than 1:00 pm on Friday August 21, 2015 to the address shown below. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

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

DELIVERY APPOINTMENT FOR SAMPLE SUBMISSION: Bidders must call to obtain delivery appointments from Terminal Cold Storage at (937) 223-3138 Ext. 10, or provide at least a 24-hour notification prior to shipping all bid products to the warehouse. The bidder (or shipper of bidder's product) shall provide advance information to the warehouse that include the bidder's company name, product bid Contract Number (OT902516), Index number (EDU046), 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.

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

CONTRACT AWARD: The contract 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.

THIRD PARTY ADMINISTRATION: The Ohio Department of Education may notify the Contractor at any time that communication, administration, management, or any other function or responsibility of Ohio Department of Education have been, will be, or may be assigned to a third party for the duration or any other portion of the contract. Rights and responsibilities of the Contractor to any third party assignee of the Ohio Department of Education shall be congruent to the rights and responsibilities of the Contractor to the Ohio Department of Education itself, unless otherwise excepted by agreement or law.

CONTRACT RENEWAL: Should the term contract be renewed beyond the June 30, 2016 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 Procurement, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Senthan Mahendrarasa

BILL TO ADDRESS:

Department of Education
Office of Child Nutrition
25 South Front Street
Columbus, OH 43215

All invoices must be submitted via email to: Fiscal.managment@education.ohio.gov

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

PROCESSOR: Land O' Lakes, Inc.

SIGNATURE: On File

TITLE: K-12 Specialist

DATE: 08/17/15

DISCLOSURE OF SUBCONTRACTORS/JOINT VENTURES (See paragraph V.Q. of Standard Contract Terms and Conditions): List names of subcontractors who will be performing work under the Contract.

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

Bid Automobile Liability Checklist:

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

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

☒ Goods/Services will be delivered via common carrier.

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

SPECIFICATION

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor to process United States Department of Agriculture (USDA) commodity Cheddar Cheese into finished commodity cheese products specified in ITB below for the Ohio Department of Education (DOE), Office for Child Nutrition (OCN). It is anticipated that about 500,000 pounds of barrel cheddar cheese will be made available by the USDA to the State of Ohio annually and that this quantity will be processed annually under any term contract issued pursuant to this Invitation to Bid (ITB). The quantity specified is based on anticipated commodity availability from the USDA and the State of Ohio is not obligated to request processing of this or any other quantity or proportion of raw products. Commodity cheese is anticipated to become available for delivery to the contractor beginning July 1, 2015. Commodity cheddar cheese will be delivered in truckload quantities of 40,800 pounds from the USDA to the contractor. The contractor shall process the raw products and make deliveries of finished products to the three (3) cold storage facilities specified herein. The ordered quantity of each finished product from the contractor or processor as determined by demand from eligible State beneficiaries of the National School Lunch Program (NSLP) shall be in full pallet amounts. Bid prices (fee for processing per pound of finished product) shall include all transportation charges for delivery of processed product, as well as all other costs associated with providing the specified end products to the cold storage facilities. The term of any contract issued pursuant to this ITB shall be for an initial period of one (1) year, from July 01, 2015 through June 30, 2016.

B. End Product Classification

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

C. Summary End Product Data Schedule

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

II. REQUIREMENTS

A. USDA Commodity Description

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

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

B. End Product Description

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

a. Formulation

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

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

c. Each 1oz serving size shall provide 1 Meat/Meat Alternate in the USDA National School Lunch Program. It shall also contain no greater than 4.0g of total fat and 2.5g of saturated fat, and no greater than 280mg of sodium. The product shall not contain trans-fat.

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

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

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

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

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

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

j. Moisture: 50% maximum

k. Fat in Solids: 16% minimum

l. pH: 5.3 to 6.0

m. Salt: 2.0% maximum

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

a. Formulation

Ingredients	Percentage/Batch
Cheese or Cheddar Cheese	99.00% minimum
Other	1.00% maximum

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

c. Each 1oz serving size shall provide 1 Meat/Meat Alternate in the USDA National School Lunch Program. It shall also contain no greater than 8.0g of total fat and 5.0g of saturated fat, and no greater than 210mg of sodium. The product shall not contain trans-fat.

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

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

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

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

h. The cheese shall be extruded into one (1) ounce sticks and individually wrapped.

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

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

k. Moisture: 39% maximum

l. Fat in Solids: 50% minimum

m. pH: 5.3 to 6.0

n. Salt: 2.0% maximum

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

a. Formulation

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

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

c. Each 1oz serving size shall provide 1 Meat/Meat Alternate in the USDA National School Lunch Program. It shall also contain no greater than 4.0g of total fat and 3.0g of saturated fat, and no greater than 210mg of sodium. The product shall not contain trans-fat.

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

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

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

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

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

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

j. Moisture: 52% maximum

k. Fat in Solids: 30% minimum

l. pH: 5.2 to 5.5

m. Salt: 2.0% maximum

4. Cheddar Cheese Sauce, Bulk Bags or Cans

a.

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

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

c. Each 2-3 oz serving size shall provide 1 Meat/Meat Alternate in the USDA National School Lunch Program. It shall also contain no greater than 7g of total fat and 4.0g of saturated fat, and no greater than 300mg of sodium. The product shall not contain trans-fat.

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

e. The cheese texture shall be smooth and resilient.

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

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

h. Product shall have the following minimum shelf life:

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

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

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

j. Moisture: 60% maximum

k. Fat in Solids: 20% minimum

l. pH: 5.3 to 6.0

m. Salt: 2.4% maximum

C. Preparation and Processing

1. All preparation and processing described herein shall occur subsequent to the date of award. The product shall be produced, processed, and stored in plants regularly operating under the supervision of the contractor.
2. No monosodium glutamate may be used in the processing of these products.
3. All end products shall be cooled to a temperature of 35 degrees F. within seventy-two (72) hours of the beginning of the cooling process.

D. Packaging

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

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

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

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

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

i. Bulk Bags: Shall be packaged in five (5) lb. plastic bags. Plastic bags shall be hermetically sealed to satisfactorily protect the cheese sauce for final use. Plastic bags shall be heatable in a convection oven, conventional oven, or warming unit. The cheddar cheese sauce shall be packed six (6), five (5) lbs. bags per case. No alternate packs will be acceptable.
ii. Cans: Shall be packaged 6/#10 metal cans per case. No alternate packs are acceptable. Cans shall be sealed to satisfactorily protect the cheese sauce for final use.

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

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

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

E. Labeling

1. The contribution value of a serving to the National School Lunch Program (NSLP) pattern, the nutritional analysis, and the reheating and serving size information shall be printed on the outside of the master case or may be included as an insert in each master case.

2. Product shall have an approved CN label.

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

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

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

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

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

F. Palletizing

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

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

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

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

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

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

6. Pallet exchange is satisfactory with all warehouses.

G. General Information

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

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

3. If laboratory analysis is done in accordance with Article S-15 of the Supplement Contract Terms and Conditions, the laboratory analysis will be predicated upon the formulation specified herein.

4. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the State or the State's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.

III. CONTRACTOR'S RESPONSIBILITIES

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

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

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

C. Accounting Records: The contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the state of Ohio. Financial and accounting records shall be made available upon request to the state of Ohio, its designees or the Ohio Auditor of State at any time during the contract period and any extension thereof, and for one (1) year from expiration date and final payment on the contract or extension thereof.

BID PRICE PAGE

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

AMERICAN SLICED CHEESE, REDUCED FAT, REFRIGERATED

OAKS ITEM ID	END PRODUCT	COMMODITY WT. PER TL	MINIMUM YIELD*	FEE FOR PROCESSING (PER POUND OF END PRODUCT)
16178	American Cheese, Sliced, 1.0oz portions	Barrel cheese, Mat. Code 110242 40,800 lb.	53,400 lbs.	$ 0.720 per lb.

Case pack offered: 6/5 lb per case Case Weight Offered (lbs.) 30.0

Number of Servings Per Case 480

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

CHEDDAR CHEESE STICKS, REDUCED FAT, REFRIGERATED

OAKS ITEM ID	END PRODUCT	COMMODITY WT. PER TL	MINIMUM YIELD*	FEE FOR PROCESSING (PER POUND OF END PRODUCT)
16181	Cheddar Cheese Sticks, Reduced Fat, 1.0oz portions	Barrel cheese, Mat. Code 110242 40,800 lb.	40,792.5 lbs.	$ 1.660 per lb.

Case pack offered: 168/1 oz. per case Case Weight Offered (lbs.) 10.5

Number of Servings Per Case 168

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

* Minimum yield under this contract are the pounds of end product returned to the state of Ohio on full truckload weight of USDA commodity product.

** Shall not be included in evaluation

BID PRICE PAGE

AMERICAN SLICED CHEESE, REDUCED FAT, REFRIGERATED

OAKS ITEM ID	END PRODUCT	COMMODITY WT. PER TL	MINIMUM YIELD*	FEE FOR PROCESSING (PER POUND OF END PRODUCT)
16185	Mozzarella Sticks, Reduced Fat, 1.0oz portions	Barrel cheese, Mat. Code 110242 40,800 lb.	40,792.5 lbs.	$ 1.120 per lb.

Case pack offered: 168/1 oz. per case Case Weight Offered (lbs.) 10.50

Number of Servings Per Case 168

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

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.

Land O'Lakes, Inc.	OT902516/EDU046
Organization	PR/Award or Project Name

Alethia Scheett / K-12 Specialist
Name(s) and Title(s) of Authorized Representative(s)

On File	08/17/15
Signature(s)	Date

Form AD-10-48 (11/97)

CONTRACTOR INDEX

BID CONTRACT NO.: OT902516-1

99454
Land O'Lakes, Inc.
1200 County Road F West
Arden Hills, MN 55112

DELIVERY: As Specified

TERMS: Net 90 Days

Remit To:
PO BOX 96314
Chicago, IL 60693-6314

CONTRACTOR'S CONTACT: Ms. Alethia Scheett

Telephone: (651) 375-2364
FAX: (651) 234-8654
E-mail: k12specialist@landolakes.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	07/01/16	Amendment #1 is issued to renew the subject contract an additional twelve (12) months, effective 07/01/16 through 06/30/17.