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: GRILLED EGG PATTIES; EGG, CHEESE, AND TURKEY SAUSAGE FRITTATA OR OMELET; EGG, CHEESE AND TURKEY SAUSAGE IN WHOLE GRAIN TORTILLA WRAP; AND EGG AND CHEESE IN WHOLE GRAIN WRAP USING USDA COMMODITY LIQUID WHOLE EGGS

CONTRACT No.: OT908015

EFFECTIVE DATES: 09/01/15 to 06/30/16
Renewal through 07/31/16*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT908015 that opened on 04/08/15. 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 NUTRITON 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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

* Indicates Change

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	Terminal Cold Storage	50%
Cincinnati, Ohio	SYSCO Food Storage	25%
Cleveland, Ohio	SYSCO Foodservice	25%

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

PAYMENT: Shall be in accordance with Article III.B. of Contract Terms and Conditions with the following exception. Payments will be due on the 90th calendar day rather than the 30th calendar day. If payment terms are listed on the invoice to the Ohio Department of Education, it must be consistent with the terms in the contract.

DOCUMENTATION:

1. The bidder should submit a narrative of their processing and fabrication procedures as part of the bid response for all products to be produced under this contract. The processing and fabrication procedures are to describe the product and the exact method of processing.

2. Commodity Food Processing Agreement: The successful contractor shall complete and sign a National Processing Agreement or an Ohio Processing Agreement prior to the inception date of any ensuing contract. The processing agreement will be provided by the Department of Education, Office for Child Nutrition and is the authority to process USDA commodity foods and adherence to its contents is mandatory. Failure to complete and return this document prior to inception date of any ensuing contract may result in immediate cancellation from contract. 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 12 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 April 08, 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/Oji Ohajuruka

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 (OT908015), Index number (EDU004), 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 meeting all bid specifications and requirements by low lot total. Low lot total 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 in order to obtain a line item extended price. The line item extended prices will be added to obtain a low lot total. Failure to bid on all items may result in the bidder being deemed non 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

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 Liquid Whole Eggs, Material Code 100047 (A566) into fully cooked egg breakfast items – Grilled Egg Patties; Egg, Cheese and Turkey sausage in Whole grain wrap; Egg, Cheese and Turkey sausage in Tortilla wrap; and Egg and Cheese in Whole grain wrap for the Ohio Department of Education (ODE), Office for Child Nutrition (OCN). It is anticipated that approximately 144,000 lbs. of liquid eggs will be made available by the USDA to the State of Ohio annually and that the same amounts will be will be processed under any ensuing contract. Quantity specified above is based on anticipated product availability from the USDA and the State of Ohio is not obligated to request processing in these or any other quantity. Liquid eggs will be delivered to the contractor and the contractor shall process and deliver finished products to the three (3) cold storage facilities specified herein, or other facilities that ODE may enter into contract with for the provision of similar services. Bid pricing (fee for processing per pound of finished product) shall include all transportation charges for delivery of processed product to cold storage facilities, cost of USDA certification, and any other costs and charges associated with providing the specified product. The term of any ensuing contract shall be for one (1) year, from July 01, 2015 through June 30, 2016.

B. Classification

1. Grilled Egg Patties
2. Egg, Cheese and Turkey sausage Frittata or Omelet, Individually wrapped
3. Egg, Cheese and Turkey sausage in Whole Grain Rich Tortilla wrap, Individually wrapped
4. Egg and cheese in Whole Grain Rich wrap, Individually wrapped

II. REQUIREMENTS

A. Raw Product Description

1. USDA commodity Liquid Whole Eggs, Bulk tank, Material code 100047 (A566). Delivered in 48,000 pound truckloads per USDA specification.

B. End Product Description

1. Grilled Egg Patties

a. Formulation

Ingredients	Percentage
USDA commodity liquid whole eggs	74.0% minimum
Dry whole milk, soybean oil, water	16.0% minimum
Seasoning, spices, etc.	6.0% maximum

b. The patties shall be prepared from USDA commodity liquid whole eggs in accordance to the above formulation.

c. Each patty shall be oven baked and shall have a lightly browned appearance. The finished product should be fully cooked and frozen.

d. The finished product must be have a serving size of 1.25 oz. (+/- 0.1 oz.). It must contain no more than 3.5 grams of total fat and no more than 120 mg of sodium and shall contain a minimum of 1 meat/meat alternate per serving.

e. The product must not contain monosodium glutamate.

f. The product shall not have any foreign odors or flavors such as, but not limited to burnt, scorched, stale, rancid or moldy.

g. Product shall have a shelf life of 12 months or more, if held frozen at 0^0 F. or below.

2. Egg, Cheese and Turkey Sausage Frittata or Omelet, Individually wrapped.

   a. Formulation

Ingredients	Percentage
USDA commodity liquid whole eggs	72.0% minimum
Water, Milk, Soybean Oil	6.0 minimum
Cheese, Cooked Sausage	6.0 minimum
Seasoning, spices, etc.	13.0 maximum

   b. The product shall be prepared from USDA commodity liquid whole eggs in accordance to the above formulation.

   c. The egg, cheese and turkey sausage shall be incorporated and cooked into an approximately $5^1/_2$ inches round portion similar to a frittata to bind the egg, cheese and turkey sausage.

   d. Each wrap shall be oven baked and shall have a lightly browned appearance. The finished product should be fully cooked, individually wrapped in an ovenable bag, sealed without any metal clip or ties and frozen.

   e. The finished product shall be 2.2 oz. +/- 0.2 and must contain no more than 8.0 grams of total fat and no more than 140 mg of sodium per oz. of serving and shall contain a minimum of 2 meat/meat alternate per serving.

   f. The product must not contain monosodium glutamate.

   e. The product shall not have any foreign odors or flavors such as, but not limited to burnt, scorched, stale, rancid or moldy.

   f. Product shall have a shelf life of 12 months or more, if held frozen at 0^0 F. or below.

3. Egg, Cheese and Turkey Sausage in Whole Grain Tortilla Wrap, Individually wrapped.

   a. Formulation

Ingredients	Percentage
USDA commodity liquid whole eggs	49.0% minimum
Water, Milk, Soybean Oil	6.0 minimum
Cheese, Cooked Sausage	6.0 minimum
Seasoning, spices, etc.	13.0 maximum
Whole grain Tortilla Flour	30.0 minimum

   b. The product shall be prepared from USDA commodity liquid whole eggs in accordance to the above formulation.

   c. The egg, cheese and turkey sausage shall be incorporated and cooked into an approximately $5^1/_2$ inches round portion similar to a frittata to bind the egg, cheese and turkey sausage.

   d. The whole grain flour tortilla shall be produced using whole grain flour as a first ingredient and must represent a minimum of 51% whole grain.

   e. Each wrap shall be oven baked and shall have a lightly browned appearance. The finished product should be fully cooked, individually wrapped in an ovenable bag, sealed without any metal clip or ties and frozen.

   f. The finished product shall be 3.2 oz. (+/- 0.2 oz.) and must contain no more than 8.0 grams of total fat and no more than 130 mg of sodium per oz. of serving and shall contain a minimum of 2 meat/meat alternate and one grain per serving.

g. The product must not contain monosodium glutamate.

h. The product shall not have any foreign odors or flavors such as, but not limited to burnt, scorched, stale, rancid or moldy.

i. Product shall have a shelf life of 12 months or more, if held frozen at 0^0 F. or below.

4. Egg and Cheese in Whole Grain Individual Wrap

a. Formulation

Ingredients	Percentage
USDA commodity liquid whole eggs	49.0% minimum
Water, Milk, Soybean Oil	2.0 minimum
Cheese	5.0 minimum
Seasoning, spices, etc.	13.0 maximum
Whole Grain Tortilla Flour	30.0 minimum

b. The product shall be prepared from USDA commodity liquid whole eggs in accordance to the above formulation.

c. The egg and cheese shall be incorporated and cooked and wrapped in tortilla flour to bind the egg and cheese.

d. Each individual wrap shall be oven baked and shall have a lightly browned appearance. The finished product should be fully cooked, individually wrapped in an ovenable bag, sealed without any metal clip or ties and frozen.

e. The finished product shall be 3.0 oz. +/- 0.2 oz. It must contain no more than 10 grams of total fat, a minimum of 2 meat/meat alternate per serving and 1 whole grain rich ounce equivalence. It must also contain no more than 140 mg of sodium per oz. of serving.

f. The product must not contain monosodium glutamate.

g. The product shall not have any foreign odors or flavors such as, but not limited to burnt, scorched, stale, rancid or moldy.

h. Product shall have a shelf life of 12 months or more, if held frozen at 0^0 F. or below.

E. Packaging: Product shall be bulk packed in shipping cartons with clear plastic liners. Case weight shall be 20-40 lbs., with all case weights being uniform. Please indicate case weight offered on bid pricing page.

1. General

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

b. 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.

c. 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.

d. 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. Shipping cartons shall have necessary interior support to prevent crushing of product while in transit or in storage.

SPECIFICATION (Cont'd.)

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 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 108-282, Title II) and the State of Ohio Rule 3717-1-03.5(C), (the administrative rule adopted under Ohio Revised Code 3717.53).

G. Palletizing

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

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

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

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

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

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

6. Pallet exchange is satisfactory with all warehouses.

H. General Information

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

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

3. If laboratory analysis is done in accordance with Article S-15 of Supplemental 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 Meat Inspection Act.

SPECIFICATION (Cont'd.)

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 ODE, OCN overage, shortage, and damage reports.

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

3. Mailing all delivery receipts and receiving reports to the ODE, 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 one (1) year from expiration date and final payment on the contract or extension thereof.

PRICE SCHEDULE

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

OAKS ITEM ID	PRODUCT (PROCESSED AS SPECIFIED)	CASE PACK OFFERED	RAW COMMODITY WEIGHT (PER TRUCKLOAD)	*MINIMUM YIELD OF FINISHED PRODUCT PER 48,000 LBS. OF COMMODITY	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT
3843	Grilled Egg Patties	28.83 lbs.	48,000 lbs.	64,406 lbs.	$ 0.686 per lb. **
23362	Egg, Cheese and Turkey Sausage Frittata or Omelet, Individually wrapped	28.83 lbs.	48,000 lbs.	68,191 lbs.	$ 1.857 per lb. **
23363	Egg, Cheese and Turkey Sausage in Whole Grain Tortilla Wrap, Individually Wrapped	19.20 lbs.	48,000 lbs.	100,166 lbs.	$ 2.076 per lb. **
23364	Egg and cheese in Whole Grain Wrap, Individually Wrapped	14.53 lbs.	48,000 lbs.	101,666 lbs.	$ 2.025 per lb. **

Product	**Servings Per Pack**
Grilled Egg Patties	369
Egg, Cheese and Turkey Sausage Frittata or Omelet	210
Egg, Cheese and Turkey Sausage in W/G Tortilla Wrap	96
Egg and Cheese in W/G Wrap	75

** Product(s) packaging contains recycled material: ☒Yes ☐No; If yes, 20%

* Minimum yield under this contract is the weight of finished product returned to the state of Ohio on every 48,000 lbs. of raw commodity product.

** Indicates a price increase effective for all orders received on or after September 16, 2015.

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: Cargill Kitchen Solutions

SIGNATURE: _____

TITLE: _____

DATE: _____

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

Cargill Kitchen Solutions _____ _____

_____ _____

_____ _____

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.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE**:** The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This ITB is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid opening date. If a certification application has been submitted that needs to be expedited to meet the solicitation opening date, contact the DAS Equal Opportunity Division at 614-466-8380. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE business, please visit the DAS Equal Opportunity Division web site at:
http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx

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.

Diversified Services Corporation
Organization

PR/Award or Project Name

Wendell E. Turner, President
Name(s) and Title(s) of Authorized Representative(s)

On File
Signature(s)

April 7, 2015
Date

Form AD-10-48 (11/97)

CONTRACTOR INDEX

MINORITY BUSINESS ENTERPRISE (MBE)

56879
Diversified Services Corporation
4415 Euclid Avenue, Ste. 343
Cleveland, OH 44103

BID CONTRACT NO.: OT908015-2 *

DELIVERY: As Specified

TERMS: Net 90 Days

CONTRACTOR'S CONTACT: Mr. Wendell E. Turner

Toll Free: (800) 211-5851
Telephone: (216) 881-9300
FAX: (216) 881-4208
E-mail: heritagefare11@gmail.com

* To indicate the removal of HLH Sanitary Maintenance Consulting from this contract and to add Diversified Services Corporation to the contract, effective 09/16/15.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
2	07/01/16	To advise contract is being unilaterally renewed for thirty (30) days, effective 07/01/16 through 07/31/16.
1	09/16/15	Amendment issued to remove HLH Sanitary Maintenance Consulting, Inc. from this contract and to add Diversified Services Corporation to the contract, effective 09/16/15.