

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: PROVIDE ADMINISTRATIVE STORAGE AND DELIVERY SERVICES RELATED TO FEDERALLY DONATED FOODS TO BE DISTRIBUTED FOR THE DEPARTMENT OF EDUCATION

CONTRACT No.: OT901013

EFFECTIVE DATES: 08/03/2012 to 06/30/2015

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901013 that opened on 06/11/12. 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 the Department of Education, Office for Safety, Health and 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:

Tim Riley, CPPB
tim.riley@das.sate.oh.us

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

<http://www.ohio.gov/procure>

Partial Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

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

MANDATORY BID CONFERENCE: A mandatory bid conference will be held on May 23, 2012 at the Department of Administration Services, Office of Procurement Services, 4200 Surface Rd., Columbus, OH 43228-1395 to discuss the requirements of the bid. The conference will commence promptly at 10:00 a.m. barring an unforeseen circumstance. Attendance will be taken. The State will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their arriving after the conference has convened. Bidders who fail to attend the mandatory bid conference will be deemed not responsive.

INQUIRIES: Bidders may make inquiries regarding this ITB at any time during the inquiry period listed in the Calendar of Events. To make an inquiry, the Bidder must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the Invitation to Bid (ITB) Number found on Page 1 of the document.
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
 - a. First and last name of the prospective Bidder's representative who is responsible for the inquiry
 - b. Name of the prospective Bidder
 - c. Representative's business phone number
 - d. Representative's e-mail address
8. Type the inquiry in the space provided including:
 - a. A reference to the relevant part of this ITB
 - b. The heading for the provision under question
 - c. The page number of the ITB where the provision can be found
9. Click the "Submit" button.

Bidders submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Bidders may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the ITB Number found on Page 1 of the document.
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

DAS will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the Supplemental Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

TRANSPORTATION CHARGES: The successful bidder will be responsible for the full cost of transporting all commodity foods currently in storage to the successful bidder's facility. The successful bidder will receive the handling charge for all-commodity foods moved. Storage on all commodity foods transferred will not be charged until after the first of the following month.

SUBMISSION OF INVOICES: The bidder shall submit proper invoices monthly, using the summary format attached to this ITB along with all supporting documents before the tenth day of the following month to the Department of Education(ODE), Office for Child Nutrition (OCN), 25 S. Front St., 3rd Floor, Columbus, Ohio 43215-4183, Attn: Ed Doklovic. A proper invoice is defined as being free of defects, discrepancies, errors and other improprieties, have all numbers rounded to two places of decimal and shall include your Federal E.I. Number. Defective invoices shall be returned to the bidder noting areas for correction. If such notification of defects is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

At a minimum, the invoice shall include the following in a line-itemized format:

1. The products in storage as of the first of the month, the commodity code numbers, the name of the commodity, the number of units in storage, the storage rate, and the extension.
2. All products received during the month, the date received, the delivery order number, the commodity code number, the name of the commodity, the number of units received for the State's account, the handling rate, the storage rate ($\frac{1}{2}$ of the storage rate for products received after the 15th of the month), and the extension.
3. All products delivered to and/or picked up by recipients during the month, the total number of cases delivered and/or picked up during the month, the delivery charge, and extension. All transfers must be listed as a separate line item on the warehouse billing or invoice.
4. The total of all extensions.
5. The final invoice for all transactions in every program year (July through June 30) must be submitted to ODE no later than 30 days from the end of June 30.
6. The final invoice under this contract will be submitted by the CONTRACTOR to the Ohio Department of Education no later than 45 days after the contract expiration date.
7. Invoices or billings must be submitted separately for each warehouse region (see **AWARD** Section below). This shall be applicable even if a Contractor wins the bid for more than one warehouse region.
8. A sample copy of the summary invoice information is included with this ITB.

Payment for all services required herein shall be made in arrears. The State of Ohio will not make any advance payments or advance deposits.

AWARD: There will be one (1) low lot total award for the Mideast Region of Ohio made to the lowest responsive and responsible Bidder meeting all Bid specifications and requirements listed herein.

Note: The awarded MBE Mideast Region Bidder from this resulting Minority Set-aside Bid OT901013 will only be eligible to receive an award for a maximum of one (1) of the (3) warehouse regions listed in subsequent Bids. In the event that the Bidder's pricing is the lowest for more than one (1) region, that Bidder will be contacted and given the opportunity to select which region the Bidder prefers to be awarded. However, if that Bidder is the sole Bidder for any one region, the Bidder must accept that region for award. The Bidder's choice will only apply to the regions where multiple bids were received.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". In addition, the State will: Estimate the cost per case (for evaluation purposes) will be computed by multiplying the Bid rate for dry, cooler, and freezer storage by their respective estimated months in storage plus the Bid handling charge and the Bid delivery charge. Each category total will be multiplied by its' percentage of total volume and added together. The Intrastate Transfer per case charge will added to the total per case storage, handling and delivery charge and then divided by 3 (three year estimate) to arrive at the Total Average Price Per Case. See Evaluation Format (page 43).

The State requests that all Bidders submit pricing for Inside Delivery. See Price Schedules (page 25). The award will be based upon the overall low price submitted by the Bidders for the entire 36-month period, considering accumulations of all delivery cycles.

Detailed information regarding the profile of this warehouse region is presented in the Data Package of this bid.

As part of the evaluation process ODE will perform a site survey of Bidder's facility to determine acceptability prior to any award by the Office of Procurement Services. The Office of Procurement Services and the using agency will schedule these appointments with the offering company. The successful Bidder shall not transfer commodity foods to any other facility, other than the location submitted for this Bid, without prior inspection and approval of the Office for Child Nutrition and the Office of Procurement Services.

The State reserves the right to reject offers from firms whose facilities, delivery equipment, and/or administrative functions are deemed by State officials, to have inadequate capacities or be in an unsanitary condition.

CONTRACT RENEWAL: Contract renewal shall be in accordance with Article S-6 of the Supplemental Contract Terms and Conditions. The initial duration of this contract shall be three (3) years. This may be immediately followed by two one-year renewals subject to mutual agreement between the State of Ohio and each bidder. The cumulative time of all renewals may not exceed twenty-four (24) months unless DAS determines that additional renewal is necessary.

Additionally, during the fourth and fifth year of the contract (possible renewal period), the Department of Administrative Services and the Department of Education will use information from the United States Department of Labor to determine any price increase or decrease in this contract. The source of this information will be the Bureau of Labor Statistics, Producer Price Index for local specialized freight trucking North American Industry Classification System (NAICS) 484220. In June of the third year of this contract, the Department of Administrative Services and the Department of Education will use data from the previous two calendar years to determine the percentage of increase or decrease for the fourth year of the contract. An identical procedure will be used for the fifth year of the contract. Any increase or decrease shall only apply to the delivery rates quoted for the third year of the contract.

PERFORMANCE BOND: The Director of Administrative Services may require the bidder to furnish a performance bond in the amount of ten (10%) percent of the estimated annual value of the contract for each region, which is calculated as follows:

Commodity Beginning of the Month (BOM) Inventory By Storage Type: July 2010 - June 2011 number of cases for Cooler multiplied by Storage Bid Price = Value Amount

Commodity Beginning of the Month (BOM) Inventory By Storage Type: July 2010 - June 2011 number of cases for Dry multiplied by Storage Bid Price = Value Amount

Commodity Beginning of the Month (BOM) Inventory By Storage Type: July 2010 - June 2011 number of cases for Frozen multiplied by Storage Bid Price = Value Amount

Monthly Commodity Cases Received By Storage Type: July 2010 - June 2011 for Cooler multiplied by Handling Bid Price = Value Amount

Monthly Commodity Cases Received By Storage Type: July 2010 - June 2011 for Dry multiplied by Handling Bid Price = Value Amount

Monthly Commodity Cases Received By Storage Type: July 2010 - June 2011 for Frozen multiplied by Handling Bid Price = Value Amount

Monthly Commodity Cases Delivered By Storage Type: July 2010 - June 2011 for Cooler multiplied by Delivery Bid Price = Value Amount

Monthly Commodity Cases Delivered By Storage Type: July 2010 - June 2011 for Dry multiplied by Delivery Bid Price = Value Amount

Monthly Commodity Cases Delivered By Storage Type: July 2010 - June 2011 for Frozen multiplied by Delivery Bid Price = Value Amount

Add together all the value amounts to arrive at an estimated annual contract value amount based on July 2010 - June 2011 number of cases and submitted ITB bid price per region. Multiply the estimated annual contract value amount by the percent transfers of 0.0322 to include the estimated transfers value. Add the estimated annual contract value plus estimated transfers value to arrive at the total estimated annual contract value. Multiply the total estimated annual contract value by 10% (0.1) to arrive at the performance bond amount per region. (See individual Region Data Package for total inventory, received and delivered case quantities).

The bidder will be required to provide said performance bond to the Office of Procurement Services within ten (10) calendar days after notification. Failure to provide the performance bond within the stated time period will result in the bidder being deemed not responsive.

The purpose of the bond shall ensure that the bidder/Contractor will faithfully execute the terms of the contract and promptly make delivery of the commodities or services purchased by the State of Ohio. A standard bond form from any company authorized to do business within the State of Ohio is acceptable. The bond shall be made payable to the Treasurer, State of Ohio, referencing the applicable bid number.

The bond shall become effective upon issuance of the signed contract by the Director of Administrative Services to the lowest responsive and responsible bidder. Unless determined otherwise by the Director of Administrative Services, the bond shall remain in effect for the duration of the contract and any renewals thereto. Any action on the part of the Contractor or their bonding company to cancel the bond prior to the expiration of the contract or renewal thereto will be considered as an event of default and subsequent breach of contract and will result in immediate cancellation of the contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the State in seeking replacement supplies or services.

The successful bidder agrees to pay the actual cost of the performance bond and may be required to submit a copy of the invoice from the bonding company to the State of Ohio for documentation.

SUBCONTRACTS: In addition to the utilization of any facilities, which the successful Bidder may own, or control, the successful Bidder shall have the right to enter into written subcontracts for cartage and/or lease arrangements for storage facilities. The physical location of any such facility shall be physically located in the State of Ohio. The contract awardee shall remain fully responsible for operations or actions undertaken by its subcontractors. However, all subcontracts for facilities must be inspected and approved by OCN and the Office of Procurement Services before entry into such subcontracts.

This request is directed primarily toward dependable food distributors and public warehousemen in the State who currently have adequate facilities and delivery equipment to warehouse and deliver additional volumes of food.

The Contractor shall secure prior approval for all subcontractors from the Director of Administrative Services and the Ohio Department of Education, Office for Child Nutrition (OCN).

ASSIGNMENT OF CLAIMS: The successful Bidder will not sell, assign, or pledge this contract as collateral for a loan or take any other action which may tend to encumber the direct contractual relationship between the State of Ohio and the successful Bidder without express written permission of all the parties required to affix their signatures thereto by Ohio law. This contract is voidable and subject to immediate termination by the State of Ohio upon the Contractor's becoming insolvent or filing proceeding in bankruptcy or reorganization under Title XI of the United States Code.

AVAILABILITY OF COMMODITY FOODS: The State agency's obligation to continue this agreement is contingent upon the continued donation by the USDA of commodities for which warehousing is required. If donated commodities are not available through the Food Distribution Program, the State agency has no obligation to guarantee any volume of product for storage or delivery.

DIRECT SHIPMENTS: This contract does not preclude the State of Ohio from authorizing direct shipments from a USDA vendor or USDA storage facility, to any recipient agency, its designated storage facility or processor of commodity foods.

TERMINATION: The contract shall be subject to the following termination provisions;

1. Termination by mutual written agreement of the contracting parties.
2. Termination by the State for cause upon the failure of the Contractor to comply with the terms and conditions of the contract provided that the State shall give the Contractor written notice mailed by registered or certified mail with return receipt requested. Such termination notice will not be given unless the State had previously notified the Contractor of all deficiencies and had given the contractor reasonable time to correct them. Such terminations shall be effective thirty (30) days after the Contractor receipt of such notice is returned to the State. Termination for cause shall create a liability upon Contractor to pay reasonable termination costs as determined by the State. Termination for cause includes, but not limited to:
 - a. Failure of the Contractor to make timely deliveries.
 - b. Failure of the Contractor to store and deliver commodities consistent with acceptable Federal and Ohio health and safety laws.
 - c. Failure of the Contractor to document the arrival and delivery of commodities pursuant to the terms of the ITB.
 - d. Failure of the Contractor to comply with any of the requirements of the ITB or the contract.
 - e. When the Federal agency modifies either the quantity of commodities shipped or the delivery pattern in such manner as to make continuation of the contract not in the best interest of the recipient agencies.
 - f. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, this contract shall be canceled.
3. Upon filing of a petition in bankruptcy or insolvency by or against Contractor, the State may deem the contract terminated without termination costs to the State. Such termination shall not waive the State's right to file claims against the bankrupter.
4. The contract shall terminate upon expiration of the effective period specified.
5. At the termination of this contract, all commodity foods are to be removed by the subsequent successful Bidder. Payment for storage and handling of commodity foods after termination shall be at the rates in effect at the time of contract termination. The handling charge includes all charges for removing the stored commodities from Contractor's warehouse and loading of trucks and/or rail equipment to remove such stored commodities. No additional charges are to be made or will be paid.
6. Upon termination of the contract, the Contractor shall assist the State in the timely and orderly removal of the stored commodities from its facilities by providing the necessary manpower and equipment to move the stored commodities from the actual storage areas and load either the trucks or rail equipment the State has provided to remove such commodities; allowing the State access to such commodities during normal business hours; by not restricting the number of trucks or rail equipment to be loaded during such business hours; by assisting the State in any other way necessary to effect the timely and orderly removal of such commodities, as directed by the Ohio Department of Education, Office for Child Nutrition.

7. This contract may be terminated immediately when there is noncompliance on the part of warehouse management of the terms and conditions of this contract as required by Federal Regulation 250.14(d)(5).
8. The contract period shall be from July 1, 2012 through June 30, 2015. The contract shall not bind, nor purport to bind the State for any contractual commitment in excess of the original contract period.

ECONOMY OF PRESENTATION: The Bid should be prepared simply and economically, providing a straightforward concise delineation of capabilities to satisfy the requirements of this Bid. Emphasis on completeness, clarity of content, and following the format and instructions contained herein, will be essential for expediting the evaluation of Bids received.

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.

EDGE AND MBE PARTICIPATION IN WAREHOUSING BID (EDGE = Encouraging Diversity, Growth and Equity; MBE = Minority Business Enterprise)

In accordance with Federal regulations, 7CFR3016.36, Procurement, the contractor, if subcontracts are to be let, is required to take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and,
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

E.D.G.E/MBE Certification: The Office of Procurement Services has identified those Contractors who were EDGE/MBE certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. and MBE Certification status of the Contractor.

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

SCOPE OF WORK

- I. SCOPE: This bid is issued to obtain Contractors to receive, store and deliver USDA commodity foods. The estimated quantities listed herein are based on historical data. The obligation of the State to continue this agreement is contingent upon the continued donation by the USDA of commodities for which warehousing is required. The state of Ohio is not obligated to request the services specified herein in these or any other amount. The term of any contract issued pursuant to this ITB shall be three (3) years, from August 1, 2012 through June 30, 2015.

II. APPLICABLE DOCUMENTS

- A. Code of Federal Regulations, Title 21 – Food and Drugs, Chapter I – Food and Drug Administration, Department of Health and Human Services, Subchapter B – Food for Human Consumption, Part 110 – Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food
<http://www.gpo.gov/fdsys/pkg/CFR-2011-title21-vol2/pdf/CFR-2011-title21-vol2-part110.pdf>
- B. Code of Federal Regulations, Title 7 – Agriculture, Subtitle B – Regulations of the Department of Agriculture, Chapter II – Food and Nutrition Service, Department of Agriculture, Subchapter B – General Regulations and Policies – Food Distribution, Part 250 – Donation of Foods for Use in the United States, Its Territories and Possessions and Areas Under Its Jurisdiction, Subpart B – General Operating Provisions, §250.14 – Warehousing, distribution and storage of donated foods
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=40f7c45c25afdf3d16a7ba6871eb3c78&rgn=div8&view=text&node=7:4.1.1.2.14.2.1.5&idno=7>
- C. Ohio Revised Code, Title [9] IX Agriculture – Animals – Fences, Chapter 915: Cold Storage; Individual Lockers
<http://codes.ohio.gov/orc/915>
- D. Ohio Revised Code, Title [49] XLIX Public Utilities, Chapter 4921: Public Utilities Commission – Motor Transportation Companies, 4921.07 Consent to operate must be first secured
<http://codes.ohio.gov/orc/4921.07>
- E. Ohio Administrative Code, Chapter 901:3-1 Food Processing Manufacturing Practices, Standards of Identity, and Labeling Requirements
<http://codes.ohio.gov/oac/901%3A3-1>
- F. Ohio Administrative Code, Chapter 4511 and 4513 Traffic Laws- Operation of Motor Vehicles – Equipment and Loads
<http://codes.ohio.gov/orc/45>

III. REQUIREMENTS

A. Receipt and Storage

The Contractor shall furnish all personnel, equipment, storage and administrative services which are necessary to receive, store, and deliver commodity foods to recipients, identified in an Internet Based Electronic Warehouse Transactions provided by the Ohio Department of Education (ODE), Office for Child Nutrition (OCN). All Internet Based Electronic Warehouse Transactions must be performed by the successful Bidder. They may not be performed by a Subcontractor to this contract or subcontracted.

The Contractor shall furnish warehousing with sufficient space and equipment to accommodate the receipt and storage of perishable and non-perishable commodity foods.

The Contractor's warehouse shall have truck dock facilities for loading and unloading of carrier's trucks, trailer-truck rigs, and piggyback trailers.

The warehouse facilities shall be physically located in the State of Ohio.

The warehousing facilities shall include cooling and freezer capabilities for storage of perishable foods. OCN shall have the right to determine those foods, which will be placed in cooler or freezer storage, and the Contractor shall accept such determination.

The warehouse facilities shall include adequate dry storage capabilities, frozen storage capabilities and cooler storage capabilities as specified on page 21, in Section XV.B.1 "Square and cubic foot capacity of storage spaces (a – d)". All warehouse facilities will be in continuous compliance with the USDA and U.S. Food and Drug Administration Guidelines pertaining to storage and distribution of manufactured foods and applicable Ohio Food Storage Laws.

The Contractor shall store all commodity food items until released for distribution by OCN using an Internet Based Electronic Warehouse Transaction release document. The Contractor shall release food only as directed by OCN using the release document.

OCN will provide to the Contractor expected inbound shipment items and dates at the time orders are placed with the USDA and State contracted processors to assist the vendor in planning.

The Contractor shall receive the product from the tailgate of a truck, or piggyback truck (treated as a railcar), which are providing transportation for USDA commodity foods covered under the contract. In accordance with USDA contracts with shippers, OCN contracted warehouses will accept deliveries within twenty-four (24) hours of notification. The Contractor cannot refuse deliveries or request specific times unless mutually agreed upon by the shipper/carrier and the Contractor. A log of shipper/carrier calls will be maintained by the Contractor. At a minimum, the log will provide the name of the carrier (firm and driver for truck deliveries), the date and time of notification for delivery, the commodity food, and the delivery order number to be delivered, the date and time of arrival, the date and time unloading commences, the date and time unloading is completed, the signatures of the consignee or designated representative and the carrier representative (may not be applicable for rail shipments).

OCN shall notify the Contractor of shipments to be received by sending a shipping and receiving report, by Internet Based Electronic Warehouse Transaction, prior to unloading. If notification has not been received, the Contractor shall contact OCN for confirmation.

The Contractor shall notify OCN if there appears to be any deviations from the delivery order, in regard to amount and/or description of product. Improper temperature, absence of grading certificate (if required), absence of inspection stamp (if required), and all major damages will be reported before the vehicles is unloaded. All over, short and damaged receipts shall be reported by the Contractor. For each over, short and damaged receipt, a FNS-57 (form attached) shall be completed by the Contractor and submitted to OCN, Commodity Foods Program with the non-negotiable warehouse receipt for each inbound shipment.

The Contractor shall be responsible for demurrage, detention, switching, or any other charges, which may accrue after the piggyback trailer or truck has been placed for unloading by the USDA's carrier at the point of destination, or in the event that such piggy-back trailer, and/or truck placement is prevented by any factors caused by the Contractor.

Normally, the free time allowed for unloading a piggyback trailer is the same as unloading a truck, two (2) hours free time. However, in the situations where this time frame is impossible to meet, the USDA Kansas City Commodity Office (KCCO) may allow up to six (6) hours to unload. If the consignee happens to be located in the same commercial area as the railroad ramp, the consignee may arrange for the piggyback trailer to be dropped at the warehouse and obtain up to twenty-four (24) hours free time for unloading. This will be arranged with the transporter at the time that an unloading appointment is being requested.

The Contractor shall be responsible for leveling-off the remaining lading on stop-off piggy-back trailers, assuring that end load bulkheads are secure; and cleaning and removing all bracing and dunnage on the final stop trailers before releasing such trailers to the carrier.

The Contractor shall perform such recouping, repackaging, and repacking as may be required by the State agency or the USDA when damaged shipments are received. The USDA or its agent shall determine the condition of the shipment and the extent of salvage required. Reimbursement for recouping and repackaging charges by the contract outlet shall be billed to the USDA. The rate of billing shall be per man-hour plus the cost of packaging material required. It is the responsibility of the Contractor to recoup commodity foods damaged while in storage or in-transit for delivery to a customer.

B. Delivery

The Contractor shall provide delivery services from the warehouse to recipient agencies. Delivery services to be provided under these specifications pertain to intrastate commerce and will require operating authority from the Public Utilities Commission of Ohio (PUCO), pursuant to Ohio Revised Code Section 4921.07.

The Contractor shall be responsible for satisfying all PUCO requirements for dry and refrigerated foodstuffs. Ohio Revised Code, Chapters 4511 and 4513

The Contractor will provide adequate delivery vehicles as follows:

1. Van trucks for delivery of dry goods, and refrigerated trucks for delivery of refrigerated items, or
2. Dual compartment trucks for combination deliveries, or
3. Single compartment refrigerated trucks (0 degrees F) for separate or integrated deliveries of dry goods and refrigerated items.

Frozen foods will be maintained at zero (0) degrees Fahrenheit and dry/refrigerated items at forty (40) degrees Fahrenheit. Bulkheads will be used to split the freezer and dry/refrigerated items on the truck/trailer when commodity foods are expected to remain on a truck/trailer for twenty-four (24) hours or more.

By July 1st of each contract year the Contractor shall furnish the OCN, a delivery schedule for all recipients. The schedule will show the day of each month each recipient is scheduled to receive delivery. Delivery services to be provided under this contract include once per month delivery, twice per month delivery and weekly delivery. Deliveries shall be made to recipients between the months of August of each year through June of the following year. A minimum of twenty (20) cases per delivery will be required for twice per month or weekly delivery. There shall be no minimum case delivery requirement for any school district with a once-a-month delivery schedule. OCN shall provide each recipient with their annual delivery schedule via the Internet.

Deliveries to recipient agencies shall, to the maximum extent possible, be scheduled so that delivery is made on a consistent a.m./p.m., same weekday basis for each month's delivery. Deliveries will be made each month in the time period from August through May, within a four (4) week period, not to extend beyond the last day of each month. Deliveries may be extended if such extension is caused by an act of God. Deliveries for the succeeding month shall not be started in the preceding month unless agreed upon by both the State and warehouse.

Deliveries are not to be attempted on scheduled days of closing and/or non-session days. Each year OCN will provide the Contractor with a schedule of non-session and closed days by recipient agency and the delivery service the recipient agency requests for the coming school year. The Contractor shall schedule deliveries taking into account the non-session and closed days. No deliveries are to be attempted when unscheduled closings are caused by weather conditions or other Acts of God. Contractor shall make every effort to deliver these loads as close as possible to the original due date.

Deliveries of commodity foods for summer food service programs and migrant programs will be made during the month of June only. All June deliveries shall be completed no later than the 20th of the month. Deliveries to Summer Food Service Program (SFSP) and migrant program participants shall all be inside deliveries.

Deliveries to schools when they are in session shall be made between 6:00 am. and 1:30 pm. All deliveries shall be inside deliveries. Driver and/or other representatives of the Contractor shall deliver commodity foods to designated storage areas at each recipient agency delivery site. Delivery personnel are not to be required to store commodity food on shelves or rotate stock. However delivery personnel are required to place frozen foods in freezer storage area, refrigerated foods in cooler storage area and dry foods in dry storage area. Delivery personnel and designated agency representative shall verify accuracy of items, quantities of each item delivered, total quantity delivered, and condition of merchandise. Consignee shall have sufficient time during the delivery to validate the completeness and accuracy of the delivery. Both driver and recipient agency representative shall sign each delivery receipt. During the months of May and December there may be only one (1) delivery to each recipient agency.

Contractors may deliver commodity foods in straight loads containing commodity foods only or, in mixed loads with foods commercially processed, as long as all terms of the contract are satisfied. Food may not be stored or delivered with chemicals or other products which may be harmful to the quality or safety of the food. Exceptions may be allowed by the State agency if such exceptions are documented as being compatible with standard industry practice.

Designated receiving areas have the following parameters:

1. Delivering carriers are to have access to a ground level unloading area or standard truck dock.
2. Facilities are to be accessible by truck.

Variations such as overages, shortages, damages, etc., shall be noted on the appropriate delivery receipt by the recipient agency's representative. Delivery personnel shall initial all such notations for applicable adjustment by the contractor. Recipient agencies are not required to accept commodities which are overages, out of condition, damaged (e.g. torn and leaking bags, crushed cases, leaking cans, etc.). Rejected units and the cause for rejection shall be marked on the delivery document before it is signed by the recipient agency representative. Recouped commodities shall not to be considered damaged.

In the event that deliveries are delayed due to a cause beyond the control of the recipient agency (e.g. inclement weather, equipment failure, personnel issues, etc), the Contractor shall work with the affected recipient agency to arrange another agreeable time of delivery.

In the event of delivery equipment failure due to mechanical problems or accidents, it is the responsibility of the Contractor to provide substitute delivery equipment in order to meet scheduled deliveries.

C. Pick Up

Recipient agencies may decide to pick up their commodity foods in lieu of having the Contractor deliver them.

Pick up times are to be provided as much as practicable by the Contractor. The Contractor shall make appointments for recipient pick up. Service is recommended to occur during normal business hours Monday through Friday. Recipients picking up commodity foods shall call the warehouse twenty-four (24) hours in advance of when they plan to pick up to set up an appointment for pick up.

The Contractor shall prepare and count food items for pick up in such quantities and of such types as instructed by OCN Internet Based Electronic Warehouse Transactions.

At the time of pick up, the Contractor shall be responsible for placing all foods on the dock permitting easy loading by the recipient.

The recipient shall be responsible for loading their own vehicle(s) as much as is practical.

The Contractor shall obtain three (3) signed copies of the warehouse release from the recipient. Distribution of the copies shall be as follows;

1. Contractor's records
2. To be returned to OCN, if requested
3. To be returned to Recipient agent

The Contractor shall not release product(s) for pick up unless a warehouse release and necessary copies from OCN are presented by the recipient. Release from Internet Based Electronic Warehouse Transactions may be substituted.

D. Accountability and Record Keeping

The Contractor's administrative services shall include, but are not necessarily limited to the following:

1. Maintaining complete truck/trailer seal records and unloading tallies;
2. Completing and filing with OCN the overage, shortage, and damage reports (FNS-57) and receiving reports;
3. Providing OCN with product date information including (but not limited to) date product was received and product date description such as expiration date, best-if-used-by date, pack date, sell-by date, etc.
4. Counting food items for shipment in such quantity and of such types as identified by OCN Internet Based Electronic Warehouse Transactions;
5. Obtaining signed receipts (original bills of lading) from carriers of commodity foods;

6. Mailing receiving reports and submitting Internet Based Electronic Warehouse Transactions to the Ohio Department of Education, Office for Child Nutrition within five business days after the delivery or the receipt;
7. Submitting a monthly inventory report to OCN for reconciliation within five (5) business days after the last day of each month, containing the following information by Item code number and product description. This report shall contain:
 - a. Beginning inventory as of the first of the month.
 - b. Product received for the account of OCN from all sources.
 - c. Product released for the account of OCN to all sources.
 - d. Ending inventory as of the last day of the month.
8. When requested, the Contractor shall be required to provide OCN with inventory balances or other information on inventory via telephone or in writing between written inventory reports;
9. Upon request, the Contractor shall provide OCN with information from its records to reconcile recipient invoices and inventory balances;
10. The Contractor shall furnish to the Department of Education the name of one (1) person and two backup persons who can be reached twenty-four (24) hours a day in the event of an emergency.
11. The Contractor shall keep inventory records capable of producing a list of recipients that received product from any particular in-bound load. Contractor will be required to track which schools received commodities from every lot or batch number that is received and stored in its warehouse.

IV. RESPONSE TO DISASTERS

In the event of a Presidential declaration of a disaster or situation of distress and regardless of the cause of it, an authorized official of the Ohio Department of Education may be called upon by State or Federal authorities to deploy some of the commodity items currently in storage at the warehouses for feeding operations within Ohio or out of the State. All Bidders must provide information to the State outlining the Contractor's ability to collaborate with Ohio in responding to such disasters. In a separate page titled "Disaster Response Commitment" (see page 31), Bidders should provide additional information that must include, but shall not be limited to the following:

1. The name, phone numbers (office and mobile) and email address of a warehouse representative that can be reached twenty-four hours (24) a day in an emergency, as well as the contact information of two backup personnel.
2. Indicate the ability of the bidder to transport commodities outside its distribution contract region within the State of Ohio at short notice to a designated recipient. Provide a description of the bidder's range capabilities in distance that it can cover as well as volume and frequency of commodities that it can transport outside its contract region.
3. Indicate the ability of the bidder to transport commodities to locations outside the State of Ohio at short notice to a designated recipient. If so, provide a description of the Bidder's range capabilities in distance that it can cover, as well as volume and frequency of commodities that it can transport outside the State.
4. Indicate the ability of the Bidder to provide the disaster response services to affected areas of the State or out of the State in conjunction with performing routine warehouse delivery operations to recipient agencies in Ohio if necessary.
5. Provide any licensing information from the Public Utilities Commission of Ohio (PUCO) or other similar regulatory or licensing authorities that would permit the bidder to carry out the functions described in (2) and (3) above.
6. At a minimum, all Bidders must include a statement agreeing to, at the direction of the Office for Child Nutrition or authorized personnel from the Ohio Department of Education, to release designated commodities to assigned courier(s) in its warehouse for transportation to affected disaster areas.
7. For informational purposes that will not be used in the determination of a bid award, bidders must present a pricing structure that the Contractor would use in seeking reimbursements from the Ohio Department of Education for providing each of the services described above that is not covered under the stipulations of the contract award. This may include transportation charges as well as charges for services that are provided outside the normal working hours of the warehouse when called upon to do so by the State in response to the declaration of a disaster.

Extra pages may be used if necessary. Any information provided therein shall be considered by the State in determining a bidder's capability and possible role in responding to a disaster situation.

V. LIABILITY FOR LOSS OF COMMODITY FOODS

The Contractor agrees to assume all liability for any loss of, or damage to commodity foods through failure to provide proper storage, care, or handling. The Contractor further agrees to assume liability for any loss or damage to USDA commodities incurred during storage, distribution or pickup, including liability for the delivery of commodity foods to ineligible recipient agencies. Contractor shall reimburse the State agency or the USDA for the shortage, damage, or loss based upon USDA commodity entitlement price and the associated processing charges when applicable in effect during the commodity distribution year.

The Ohio Department of Education will request a physical count of all USDA commodities owned by OCN two (2) times per year, normally in June and December. OCN reserves the right to perform physical inventory count should circumstances warrant. Counting will be done by warehouse personnel accompanied by OCN representatives. These physical counts will be taken at no cost to OCN for the labor or equipment used by the warehouse. The inventory shall be taken in a prompt, orderly, and careful manner. The warehouse shall clearly label the State commodity items and their location in the warehouse and shall fully cooperate with the OCN inventory team by providing all materials and personnel that will be needed to conduct a smooth inventory.

After the physical inventory is taken and agreed upon by both parties, the Contractor shall reimburse OCN the amount of the net shortages (if any) from the December and June inventories combined. Overages will be deducted from shortages to determine net shortages. Calculations for net overages/shortages will be based on the physical count versus the ODE/CATS (Commodity Allocations Tracking System) inventory book. Inventories are not to be reduced below zero. Calculated negative inventories will not be recognized overages.

Settlement to OCN shall be made by the Contractor immediately following the agreed upon June or July reconciliation amount each year with no carry over from one fiscal year to another. There will be no credit given or carried-over for an overage at the end of the fiscal year. The State of Ohio may postpone settlement upon agreement between the Contractor and the State. However all amounts due shall be paid before the last month's fees under the contract are paid by the State to the Contractor.

The value of commodity foods to be used in determining the amount of liability shall be the USDA purchase price, utilized by the Ohio Department of Education within the Commodity Food Program. Payment, if applicable shall be made to the State agency within 30 days after receiving an invoice.

Damaged product belonging to a carrier shall be stored separate from OCN inventory.

Product belonging to a recipient agency shall be stored apart from OCN inventory.

All commodity foods received for storage shall be clearly marked by the Contractor and stored separate from other commercial foods in the Contractor's facility.

VI. DISPOSAL OF DAMAGED OR OUT-OF-CONDITION FOODS

OCN shall be notified of situations where commodity foods are found to be damaged or out-of-condition and/or are declared unfit for human consumption by federal, state or local health officials, or by other inspection services or persons deemed competent by the Ohio Department of Education, Office for Child Nutrition. The product shall be disposed of in accordance with instructions of OCN. Such instruction may direct that unfit commodity foods be destroyed in accordance with applicable sanitation laws and regulations. The Office for Child Nutrition may offer direction or guidance on the specific manner of disposal of some products. The warehouse shall be willing to fully comply with OCN's advice in such situations.

VII. ADDITIONAL STORAGE FACILITY

In the event the Contractor's warehouse is unable to store the full quantity of any item, the Contractor agrees to provide storage at another location and shall be fully responsible for any additional storage, handling, delivery or administrative charges incurred by such arrangements. Such facility shall be physically located in the State of Ohio and OCN shall approve the use of the

facility. Contractor agrees to provide full access to OCN to obtain records from such facility as are applicable to the originally contracted warehouse. Should it be necessary for the warehouse to store commodity foods in more than one (1) location, product will be combined at a single location when released to recipient agencies. Any outside facility used by the Contractor will participate in the Ohio Department of Education inspection program.

VIII. RECORDS

The Contractor will maintain records fully accounting for receipt and disposition of all USDA commodity foods. Such records will be maintained for seven (7) years following the close of the Federal fiscal year (October 1 to September 30) to which they pertain and will be available for review at any reasonable time upon request of either USDA or OCN.

IX. RECIPIENT AGENCY CONTACT PERSON

Each recipient agency shall designate a specific individual to communicate with the Contractor regarding commodity storage and delivery. The same individual should be the person to communicate with OCN in regard to any operational problems with the Contractor. The Contractor and OCN shall direct their communication through the designated individual at the recipient agency. Matters of policy and administration including complaints should be directed, in writing, to OCN. OCN shall designate contact persons within the Commodity Food Distribution Program for the purpose of communicating with the Contractor.

X. INTERNET BASED ELECTRONIC WAREHOUSE TRANSACTIONS

The Contractor will be required to use the Office for Child Nutrition's (OCN) Internet Based Electronic Warehouse Transactions and the Internet based USDA Web Supply Chain Management System (WBSCM) to implement this contract.

USDA WBSCM

It will be the responsibility of the Contractor to work with the OCN and the USDA to be setup to access the USDA WBSCM system so that Receipt Confirmations may be entered. Access to WBSCM will be granted once the warehouse Bids have been awarded. Each Contractor will be given a User ID and Password which allows access to the USDA WBSCM system

OCN Internet Based Electronic Warehouse Transactions

It will be the responsibility of the Contractor to prove connectivity to the Ohio Department of Education (ODE) by transferring a file of the contractor's choice to the contractor's assigned folder via Secure File Transfer Protocol (SFTP) by June 25, 2012. Any SFTP or File Transfer Protocol (FTP) client may be used as long as a secure connection can be established. The Ohio Department of Education (ODE) also requires the Internet Provider (IP) address of each Contractor computer that will be sending and receiving from the assigned SFTP folder. This ensures that only the folder's designated warehouse will be granted access.

Connectivity and communication with Commodity Allocation and Tracking System (CATS 12) will be through the Internet. It is the responsibility of the Contractor to have a computer capable of accessing the Internet and an e-mail account. The requirement also includes an agreement with an Internet Provider capable of high speed data transfer. This usually requires a broad band Internet connection, as dial-up connections are normally too slow for large file uploading and downloading. All development and testing cost incurred in implementing the electronic warehouse transactions shall be the sole responsibility of the successful Contractor.

Access to a CATS 12 warehouse transaction SFTP folder will be granted once the warehouse Bids have been awarded. Contractors will be given a link to the CATS FTP Site, as well as a User ID and Password which allows access to the corresponding warehouse's folder.

The Contractors must be able to create and read fixed length files in the format specified. These files include the following sets of transactions and are detailed below:

1. Inbound orders to a Contractor's storage location will use:

Shipping Notification Transaction - Export from CATS 12 (Exhibit A)

Contains a record for each order being shipped to a warehouse. Data includes the USDA's 10 character Order Number, the USDA's 6 character Commodity Code, the Quantity Shipped and the Beginning and End Dates that determine when an order may be received by the warehouse

Receipt Confirmation Transaction - Import to CATS 12 (Exhibit B)

Contains a corresponding receipt record for each shipped order received by a warehouse from a food processor or vendor (non USDA shipments). Data includes the Quantity Received and the Received Date.

2. Outbound orders to a School or other Storage Facility will use:

Delivery Notification Transaction - Export from CATS 12 (Exhibit C)

Contains a set of line item records for each order to be shipped to schools. Data includes the Commodity Code, Quantity Delivered, Delivery Destination and Delivery Date.

Delivery Confirmation - Import to CATS 12 (Exhibit D)

Contains a corresponding Delivery Confirmation record for each shipped order line item record received by a school or storage facility. Data included the Quantity Delivered, Delivery Date, and any Over/Short/Damaged Quantity.

CATS 12 will create and make available the Shipping Notification and Delivery Notification files. These will be imported by each Contractor via their SFTP folder. The Contractor will be responsible for creating the Receipt Confirmation and Delivery Confirmation files and exporting the files to the same folder. The Contractor will also be responsible for any interfaces needed to incorporate the transaction files to an existing in-house computer application (e.g. Electronic Warehouse Management System).

Receipt Confirmation and Delivery Confirmation records include data elements that are sent to the Contractor within the corresponding Shipping Notification and Delivery Notification records. These data elements are critical to the successful operation of the Office for Child Nutrition's (OCN) computerized applications and are required to be sent back exactly as received by the Contractor with the appropriate quantity and date adjustments made.

The Contractor must set up their transaction files to ensure that all Delivery Confirmation and Receipt Confirmation records are transmitted to OCN to update CATS 12 records on a weekly basis. This includes Delivery Confirmation transactions where no units are delivered as CATS 12 must account for all transactions sent to a warehouse.

Testing for the ability to import / export valid transactions must be completed and ready for use by July 25, 2012. All costs related to changing a warehouse internal computer system is the sole responsibility of the contractor.

XI. ADDITIONAL ELECTRONIC DOCUMENTS TRADED BETWEEN OCN AND THE WAREHOUSES - SPREADSHEETS

Microsoft Excel spreadsheets will be utilized to communicate the following information to and from each warehouse and OCN. These are primarily exchanged via e-mail, except for the Monthly Inventory Summary report which is delivered to each warehouse's SFTP folder:

1. Delivery Locations (Exhibit E) - Spreadsheet containing identification, demographic and delivery option information by Agency assigned to each warehouse.
2. Agency Closed Delivery Days (Exhibit F) - Spreadsheet containing a record for each closed week-day for each Delivery Location for the current school year. This is an aid to assist warehouses in developing delivery schedules.
3. Agency Delivery Schedules (Exhibit G) - This spreadsheet contains the month and day for each delivery to be made during the school year. This is the schedule that is loaded into CATS 12 for display via the CATS 12 website.
4. Inventory Summary (Exhibit H) - This spreadsheet contains the end-of-month inventory counts for each commodity item in a warehouse. This is used to assist warehouses in finding on-hand discrepancies between the CATS 12 perpetual inventory and the warehouse inventory system on a monthly basis. Discrepancies are to be sent to OCN on a monthly basis for reconciliation. By reconciling monthly, OCN has found that the year-end physical inventories are less likely to generate large discrepancies.
5. Other report(s) as may be requested by OCN.

XII. GENERAL REQUIREMENTS

The Contractor shall within five (5) business days after the award of the contract, submit a written identification and notification to the OCN of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized Representative to whom all correspondence, official notices and requests related to the Contractor's performance pursuant to the contract shall be addressed. The contact information of a backup individual shall also be required.

The Contractor covenants that it has no interest and is not to acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of the contract no person having any such known interest shall be employed.

No official or employee of the OCN and no official or employee of the Contractor or its governing body and no public official of the State of Ohio who exercises any functions or responsibilities in reviewing, approving, undertaking, or carrying out the Bid shall, prior to the completion of the contract, voluntarily acquire any interest, direct or indirect, in the contract or proposed subcontract in connection with the contract.

The Contractor shall immediately notify the OCN of any change in ownership or operation of the contract outlet. The contract outlet shall also immediately notify the OCN of any major change in the nature of the capacity of the contract outlet's facilities and equipment.

- A. Food Security Sanitation Procedure and Temperature Control: Products stored in Contractor's warehouse are all edible food items produced for use by children and others. Every practical caution shall be taken by the Contractor to insure that product stored in the warehouse shall be kept at proper temperature and free from exposure to any physical, chemical or biological contamination.
- B. Temperatures: Room temperatures (dry storage 45 F - 80 F, humidity 55% - 70%, cooler storage 34 F - 38 F, humidity 45% - 50%, and freezer storage -10 F to 0 F) are to be visually taken and posted to a master sheet at least twice daily. An accurate continuous recording temperature chart is a reasonable substitute provided each room is monitored. These master sheets and charts are to be kept on file for the period of this agreement and available to OCN for inspection at any time.
- C. Sanitation: Warehouses will be kept clean and protected from infestation and routinely participate in the Ohio Department of Agriculture inspection program. Approved rodent bait traps will be installed and maintained and a chart of the location noting maintenance dates kept for visual inspection by OCN. Food products will not be stacked closer than six (6) inches to any wall or partition. A white line should be painted on the floor to insure this distance is maintained. All products are to be kept at least four (4") inches off the floor.

Sanitary standards must be fully maintained in the storage and handling of all products. Facilities must be free from rodent, bird, insect and other infestation. All products must be safeguarded against theft, spoilage and other loss.

No damaged product shall be left exposed in rooms where good product is stored. Floor will be swept and kept free of debris and dust. Cartons and bags will be free from dust and dirt. OCN personnel have the right to inspect storage and sanitation procedures on a periodic basis.

The Contractor shall provide snow and ice removal of designated loading docks to insure complete truck access to said loading docks.

- D. Trash: All trash shall be removed from the premises and placed in containers outside of the building to be hauled away by the Contractor on a regularly scheduled basis
- E. Complaints: A copy of all complaints from recipient agencies shall be immediately forwarded to OCN. The Contractors and all subcontractors agree to cooperate fully with OCN in the investigation of all complaints received in connection with the

distribution of commodities. The Contractor and all subcontractors agree to correct any irregularities disclosed within a reasonable time frame and shall report promptly in writing to OCN detailing all corrective measures taken.

- F. Stock Responsibility: The warehouse shall be responsible for maintaining the quality of the product stored through proper rotation of stock by FIFO (first-in, first-out) basis and from loss of product by mysterious disappearance, ammonia damage, water damage, damage by infestation, or any other losses from which the warehouse is normally required to maintain protection as a public warehousing company. In consideration of Section G however, a commodity product delivered to the warehouse at a more recent date may be first distributed if the shelf life of the product is shorter than existing product in storage.
- G. Shelf-Life and Expiration Date Monitoring
The Contractor shall regularly monitor the shelf life and expiration date of all products in storage and shall promptly provide information about products that are approaching the end of their shelf life or expiration dates to OCN. Warehouse shall also promptly contact OCN in the event of a newly delivered product to the warehouse having a shorter shelf life than the same product that is already in storage at the warehouse.

The Contractor must be able to provide monthly reports to OCN listing all commodity products in storage that are within 6 (six) months of their expiration dates or best-if-used-by dates. This is to allow OCN to take appropriate measures in dealing with such inventory items in a timely manner.

- H. Annual Warehouse Inspection: The Contractor shall agree to an annual inspection of the warehouse facilities by staff of the Office for Child Nutrition. The inspection may be conducted in conjunction with the warehouse physical inventory, or may be conducted at any other time during the year that OCN personnel might deem fit. The purpose of the inspection is to ensure that the warehouse storage and operation practices are in compliance with guidelines stipulated by the USDA and which are standard in the warehousing industry. The review of each warehouse shall include, but not limited to storage conditions and cleanliness, temperature controls, stacking procedures, management and general housekeeping practices. An unsatisfactory overall rating that cannot be remedied within sixty (60) days shall be sufficient grounds to terminate the contract.

The Contractor shall be financially responsible for shortages and damages to products or packages, which render them unacceptable to recipients. Damages may include, but are not limited to, insect and rodent infestation due to improper storage, mold, mildew, or other quality altering contamination, and physical damage to containers including serious rust. In the event that deterioration, infestation, or another change of condition is detected in any of the commodity foods stored pursuant hereto, the Contractor shall notify OCN immediately, in writing, thereof, and shall take all responsible steps necessary for the care and protection of such commodity foods.

- I. Inspections: The Contractor shall also permit unannounced inspections, reviews, and audits of the stored products by representatives of the USDA and OCN.
- J. Distribution to Recipients: It is understood that additional recipient agencies may come into the program, and that current recipient agencies may be removed from the program. The Contractor shall accommodate requests by OCN to add new recipient agencies to the program for the provision of commodity distribution services during the school year. The contractor shall limit distribution of USDA commodities, received on behalf of OCN, to authorized agencies determined to be eligible in accordance with written instructions issued by OCN to the contractor. Such distribution is not to be in excess of the quantities established by OCN.
- K. Recipient Agency Storage: It is also agreed that individual recipients of commodity food may request that the warehouse store its allocation of commodity food in lieu of accepting delivery. In such cases, storage costs are not the responsibility of the Ohio Department of Education, Office for Child Nutrition. Such contractual arrangements and storage costs shall be between the Contractor and the individual recipient agency. In the event of such arrangements, the warehouse shall promptly send Delivery Confirmations to OCN for all commodity items that OCN distributes to each recipient agency, but held in storage for the agencies in the warehouse. Such commodities must be separated in the warehouse and must not be included in the warehouse counts during physical inventories.
- L. Delivery Shorts: The Contractor shall promptly notify OCN of all shortages of commodity foods prior to delivery to recipient agencies. Such notification shall allow OCN to resolve any stock-outs to recipients, minimizing the number of recipients shorted any commodity food item.

XIII. USDA REQUIREMENTS FOR THE RECEIPT OF GOVERNMENT DONATED COMMODITY FOODS

It is essential that all losses, no matter how small, are reported to the carrier and that a form FNS-57 be completed. A shipment which contains damaged foods, unless the damage affects all or a major portion of it, will be accepted by the consignee.

Damaged commodities which are still usable for human consumption shall be salvaged and accepted. It is important that usable foods bearing USDA labels do not get into commercial salvage channels since their appearance for sale causes questions as to the propriety of their being sold and, many times results in expensive investigations. Damage to containers, without damage to the food, shall be recouped by mending or replacing the containers.

Salvage operations may be performed by the consignee or the carrier as they mutually agree. If canned commodities are exposed or leaking, they should not be considered salvageable. Unless canned commodities are noticeably dented in the side or end seams, or otherwise dented so as to seriously distort the shape of the cans, they shall be accepted. Seriously rusted cans that are "springers", "flippers", or "swellers" are not considered salvageable.

Upon delivery of each car or truck, promptly and completely execute the bill of lading. Report only facts. Do not attempt to reach conclusions as to the causes of the damage and/or shortage or who is liable for it. Complete an unloading tally (unloading stoke tally is desirable) on each car or truck and make an accurate and complete record of the number and condition of the seals that are on the car or truck. This includes bulk shipments such as flour. If there are inner seals involved, record them also as "inner seals".

If the car or truck contains perishable commodities, it will be under carrier's protective service such as refrigeration or heater. With perishable commodities, the risk of food spoilage and illness are sufficiently serious to emphasize that the following precautionary measures be taken in the process of receiving all foods, whether by rail or truck:

A. Loading/ Unloading

1. Prior to unloading:

- a. Read and record the temperature of the thermometer on the outside of the car or truck and determine whether the interior of the vehicle is at an acceptable temperature level. On rail cars, the railroad's local agent should immediately be notified if doubt exists.
- b. Conduct a thorough visual examination of containers prior to removal, both top and bottom layers. Look for defrosting and indications of thawing and refreezing prior to reaching destination.
- c. All instances of unacceptable temperature and discovery of thawing should be reported immediately. **It is essential that the OCN be advised of this condition promptly.** If it is suspected that the product may be off-grade, out of condition, or damaged; unloading should be suspended and the full particulars reported by telephone to OCN.

2. During unloading:

- a. Close the door during intervals of inactivity. Hold the door open only during times when removal of containers is in progress.
- b. Examine the product at intervals during unloading so as to readily detect any signs of concealed damage. The driver of the truck or railroad agent should immediately be notified of exceptions.
- c. Check the thermometer periodically throughout the unloading process to prevent accidental thawing of the commodity.

3. During the winter months, it is also important to determine that heaters are working and that canned goods have not been frozen.

B. Consignee Handling of Damage Commodities

The consignee shall follow form FNS Instruction 709-5 concerning the receipt, handling, and recouping of damaged commodities. The consignee will cooperate with the carrier in salvaging damaged commodities. If it is reasonably possible to utilize part of the damaged product, the shipment received over, short, and/or damaged (FNS-57 Report – see page 53) should clearly show the gross loss, the amount salvaged, and the net loss. Make sure that if damaged products are rejected to the carrier, the rejection is shown on the bill of lading and carrier's inspection report, if one is issued. Do not release the damaged product to the carrier without obtaining a signed salvage receipt. The salvage receipt should be obtained from the carrier or its agent when the rejected, damaged product is actually picked up.

Damaged products should be dumped or destroyed only after giving the carrier the opportunity to salvage them. If the carrier or its agent does not pick up the salvage after it has been given the opportunity to do so, and the damaged product

is of the type that creates storage problems and/or sanitary and odor problems, the carrier should be notified of this fact promptly, and in any case, prior to disposing of it by dumping, it is essential that, if possible, the carrier make a record of that fact; and the consignee should make a detailed record to be retained in its files in the event it is needed to support the claim.

If shortage or damage is discovered, immediately notify the local agent or other proper authority by telephone and advise them of the discrepancy. This should be done in all cases, even if an inspection has been waived by the carrier. If the consignee is unable to contact the proper party, a record should be made of this fact and this information should be made a part of the consignee's file on the car being received.

Consignees are required to notify the Trailer-on Flat Car (TOFC) carrier, not the local drayage company, of any loss or damage immediately upon unloading a piggyback trailer. If the TOFC carrier is not listed on the shipping documents, the local drayage company will be able to provide the company's name and contact party. It is essential that oral notification be confirmed in writing. Make a record of the name and location of the person notified along with the time and date and log number. The name of the person making the notification should also be recorded. The carrier shall complete and sign the Over, Short, and Damage FNS-57 Report.

Unless it is waived, an agent of the carrier should complete an inspection report on each car or truck received with damage and/or shortage. The contractor shall obtain a copy of the inspection report if one is issued. The contractor shall ensure that the information contained on the inspection report is correct and shall not sign it unless the facts reported are correct. If inspection was waived, the Contractor shall note it on the bill of lading and the FNS-57 Report.

Often a shipper will build a wall-to-wall and floor-to-ceiling partition into a railcar to protect part of the lading. This type of wooden partition or bulkhead door can, and often does, resemble the interior of the boxcar. Consignees should be alert and not mistakenly take these walls or bulkhead doors from the end of the car. Whenever doubt exists, or a large shortage is suspected, the consignee should get into the car and closely examine both ends for built-in partitions or bulkhead doors.

C. Handling of Extensive Damage

When a shipment is received with extensive damage, the Contractor shall not unload or accept any portion of the load. Contractor shall notify the carrier and OCN immediately. OCN will advise the USDA and will advise the consignee what action shall be taken. The consignee should work closely with the carrier, the USDA and OCN to insure that they are all kept abreast of the situation. If it is determined that the commodity can be salvaged by recouping extensive as well as minor damages in the shipment, all costs incurred in the process of recouping are reimbursable expenses and can be recovered by promptly submitting an invoice to the OCN which will forward a voucher to the USDA for approval.

D. Uploading by Stop-off Consignees

Consignees should remove their consignments and, if the removal of their portion of the load has left a void in the center of the car or uneven layers in the car, the remaining commodity should be either blocked and braced or leveled down before the shipment moves to the next stop-off point or final destination.

Prior to the release of a shipment to the carrier for delivery beyond the stop-off point, the consignee shall make the following preparations:

1. Level off the load as instructed by the local carrier's agent and/or as stated in the applicable AAR pamphlet.
2. Repair the bracing if necessary.
3. Reseal the trailer.
4. Make record of all the seals on the car prior to release.
5. If the carrier handles the responsibility of sealing the trailer, immediately advise him/her when unloading is completed and request him/her to reseal the trailer and make and retain in your file a record of the seal numbers.
6. On refrigerated trailers, again check the mechanical refrigeration unit to insure that it is on and operating.

E. Leveling Off a Load by Stop-off Consignee

Stepping down a load is an unacceptable and improper method of preparing a stop-off shipment for movement beyond the stop-off point, because it results in a number of incomplete layers which may shift and cause damage. The remainder of the load will be leveled off or braced sturdily to prevent damage beyond stop-off points. When an intermediate consignee pulls its portion of the shipment from the center section of the boxcar, the remaining portions from the "A" and "B" ends will be evenly distributed throughout the entire length of the car unless those ends have been braced by the Contractor in a suitable manner. The same responsibility applies in those instances where one entire end of the car is emptied. The remaining load will be evenly distributed and will be placed in a manner that will prevent shifting from end to end or from side to side. Again, the procedure commonly known as "stepping down" does not meet the requirements for leveling off a load.

F. Repair of Bracing by Stop-off Consignees

Do not remove bracing that has been placed in the car to divide stop-off portions of the load. Stop-off consignees receiving this type of car should unload only their portion, leaving the bracing intact to protect the balance of the load, unless the bracing is broken or it appears that it will not support the load. If this is the case, the bracing should either be repaired or reinforced.

Intermediate consignees are required to repair bracing installed for the protection of the load at the point of origin. This includes bracing installed by the Contractor, which may have been damaged in-transit or that which was temporarily removed while unloading.

G. Damage or Shortage at Stop-off Point Consignee

1. Shortage: If there is a shortage in the car, report it promptly to the carrier's agent and obtain proof in writing that it has been reported. Seal records and unloading tallies (stroke unloading tallies if possible) are important records in the processing and successful collection of shortage claims. It is, therefore, very important that unloading tallies be accurate and that the numbers of all inbound and outbound seals be recorded accurately. These records should be forwarded with the FNS-57 and shipping report and copies held in the consignee's files. Although no shortage may be evident at the time the stop-off consignee unloads the car, shortages could be reported at subsequent stop-offs or the destination. Where shortages are involved, the carrier requires complete seal records from origin to destination as well as unloading tallies even if shortages are not reported at a particular stop-off point in the route.
2. Damage: Minor damage discovered at any stop-off point should be reported promptly to the carrier's agent. The carrier's agent's advice should be obtained as to whether or not the damage should be left in the car for the next consignee or if it should be removed at this point. If damage is rejected to the carrier, obtain and retain in the consignee's files a salvage receipt and the carrier's inspection report, if one is issued, as proof that the salvage was turned over to the carrier and for future use in claims actions if necessary.

H. Receipt of Truck Shipments

Caution should be used when receipting for truck shipments since once the trucker's delivery receipt is signed, if damages and/or shortages have not been noted, it is final. Do not sign or initial a receipt for the product delivered before it has been determined whether there is damage and/or shortage received in the shipment. It is imperative that any damage and/or shortage received in a particular truck be noted accordingly on the receipt.

The completion of an FNS-57 after the consignee has signed a clear receipt (no notation of shortage and/or damage) for the truck driver will not nullify the previously signed clear delivery receipt. Hence, when a claim is presented to the truck line, it will furnish the signed clear receipt as proof no loss or damage occurred while the product was in its trailer. In these instances, the consignee will be held liable for the loss. By signing a clear receipt, rights to recovery from the carrier have been compromised by the consignee.

I. Documentation

Under the Commodity Credit Corporation Charter Act and the Federal Claims Collection Act, the U. S. Department of Agriculture will determine liability for any losses and make the decision as to whether or not a claim will be pursued. Under Interstate Commerce Commission rules and, specifically Ex Parte 263 (Rules, regulations and practices of regulated carriers with respect to the processing of loss and damage claims), the carriers are required to obtain certain documentation prior to payment of claims. It is, therefore, important that each consignee, stop-off, and final destination, fully document the receipt of commodities received. Damage and/or shortage, no matter how small, should be reported on the FNS-57 and to the destination-line haul carrier or truck driver. Since in most instances, carriers against which claims

are filed request documentation in addition to that furnished with the claim, the USDA Kansas City Commodity Office (KCCO) will receive a copy of the requested information and/or documentation from the USDA Food and Consumer Service Regional Office and they, in most instances, will obtain it from the consignees. Records that each consignee should maintain may differ and depend on whether they pertain to stop-off consignee or the final consignee, or if damage and/or shortage in a shipment are being reported. The records to be completed should consist of, but are not limited to, the following:

1. Consignee's receipt.
2. Report of Shipment Received Over, Short, and/or Damaged (FNS-57) when applicable.
3. A record of the carrier's log numbers which confirm the reporting of the shortage and/or damage to the carrier's agent.
4. Seal records for all doors. On stop-off cars record both Inbound and Outbound seal numbers.
5. Condition of seals; i.e., broken, intact, or missing.
6. Unloading tallies, stoke unloading tallies are preferable.
7. Salvage pickup receipt signed by the carrier or his agent when applicable. This receipt should be obtained at the time the damaged product is actually picked up and is normally in addition to FNS-57.
8. Carrier's Inspection or Exception Report when applicable. If one is completed. This is the carrier's inspection report and it does not duplicate the FNS-57.
9. Any correspondence regarding the receipt and the condition of the car and/or commodity.
10. Landfill certificate where applicable.

XIV. BID DATA

A. Data Package

Data providing information regarding the general flow of commodities during the last school year have been included for the Mideast Region of the state of Ohio. This data is intended to provide an overview of the volume and pattern of commodity distribution to schools in Ohio during the 2010-2011 school year. This data is not expected to serve as a complete forecasting tool due to the unpredictable nature of future trends of commodity distribution in the State between successive years. Bidders will have the opportunity to make any further inquiries that they may have on the data package information to the Office for Child Nutrition through the State Procurement Office of the Ohio Department of Administrative Services. All such inquiries will be responded to in a timely manner prior to the bidders' responses to the bid.

XV. CONTRACTOR QUALIFICATIONS

A. Experience: The offering company must have the last 5 (five) years in either wholesale food distribution or as a public warehouse, distributing food. The offering company must own or lease the facility being proposed for operation; employ personnel handling the functions of storage, handling, receiving and shipping; perform all administrative and computer operations required in the daily operation of a distribution facility. Only the function of transportation may be subcontracted by the offering company. The offering company shall not subcontract any of the computer operations to any other company.

B. Storage Space Capacity

1. Square and cubic foot capacity of storage spaces.

The cubic foot capacity of storage space will be available without any obstructions to be included within the calculated space. There will be no sharing and/or overlapping of space, i.e. staging area cannot be part of the cooler area. Space shall be designated for one use only. The warehouse shall have a minimum cubic foot capacity of storage space as follows:

- a. Freezer - four hundred thousand (400,000) freezer cubic feet available.
- b. Cooler - seventy-five thousand (75,000) cooler cubic feet available.
- c. Dry - two hundred ten thousand (210,000) dry cubic feet available.

d. Special care - ninety thousand (90,000) cubic feet (for staging).

2. There shall be a minimum of four (4) truck docks two (2) truck docks for unloading and two (2) truck docks for loading, with the daily capacity for unloading full trucks.

C. ASI or ABI Audits: The successful bidder will be reviewed by the American Sanitation Institute (ASI) or the American Institute of Baking (ABI) and must achieve a minimum score of the 85th percentile as indicated below prior to award. If the facility being offered has been audited by ASI or ABI within the past six (6) months and meets the minimum score the current audit report will be accepted by the State of Ohio. Otherwise, bidders must submit with their bid a cashier's check made out to the American Sanitation Institute in the amount of one thousand dollars (\$1,000.00). Such check would be presented in a sealed envelope clearly marked to contain the audit fee. This check will be used to cover expenses for the purpose of auditing the offered facility submitted by the lowest and responsive bidder. If the audit is not performed then the cashier's check will be returned at the time of award.

One thousand dollars (\$1,000.00) is for the audit fee and expenses. An overage will be credited to the next annual audit. An underage (due to higher expenses than normal) will be collected from the vendor by ASI or ABI. Thereafter, the successful vendor shall be reviewed annually by ASI or ABI and shall maintain a minimum score as indicated below:

ASI or ABI - 85th percentile or above.

The State of Ohio requires that the awarded bidder make arrangements to provide an original signed report of annual audit results from ASI or ABI to the Department of Education, OCN. The cost of the annual audit will be borne by the awardee.

D. Ohio Department of Agriculture Inspection: The awarded facility must have or receive and maintain a score of passing from the Ohio Department of Agriculture. The Department of Agriculture's inspection will be scheduled after the opening of the ITB. A copy of the Ohio Department of Agriculture Audit Report shall be provided to OCN upon receipt.

E. Throughput: Upon request the successful bidder must be able to demonstrate, an average monthly throughput of 40,000 cases per month over the last three years. This volume must have been sustained for a six (6) month period in each of the three (3) years. At a minimum 50% of the average monthly throughput should be frozen cases. The successful bidder shall provide this information in the format required by OCN and certify all information to be accurate. The format for presenting this data is included with this ITB, page 32. The successful vendor will be required to provide the Throughput Report in the format requested by OCN, stated in cases per month to verify the volume requirement.

F. Public Liability Insurance: The bidder shall carry insurance in accordance with Articles S-12 and S-13 of the Supplemental Contract terms and Conditions. In addition to types of insurance and limits specified therein, the bidder shall carry public liability insurance with the limits of not less than one hundred thousand (\$100,000) dollars for any one person and two hundred thousand (\$200,000) dollars for any one occurrence for death or personal injury, and two hundred thousand (\$200,000) dollars for any one occurrence for property damage.

G. Additional Insurance: The successful bidder will carry insurance in at least the amount of the replacement value of the stored donated commodities to cover any loss of donated commodities through theft, damage, fire, or other causes. The bidder shall include in the ITB proof of this additional insurance coverage by way of a letter from the Insurance Company on Insurance Company letterhead stating:

1. That the Insurance Company will increase the coverage to the required level of this ITB, if not presently covered;
2. That the State of Ohio shall be named as payee for any damages of the donated commodities. The named payee shall be the "Treasurer of State - Office for Child Nutrition, ODE."

The policy will be written by a Company licensed to do business in the State of Ohio. The Insurance Company will have a rating of B or better and a Financial Category of Class X or higher under Best's Key Rating Guide, latest edition. The Contractor shall list the contact person(s) and phone number(s) of the Insurance Agency(s) providing the coverage as listed herein. Failure to submit proof of additional insurance may deem your bid non-responsive and no further consideration for award may be given.

H. References Required: Each bidder or subcontractor (delivery services only) is to submit with the bid a listing of three (3) references with whom you are or have currently provided storage and delivery services during the last five (5) years. Please include name, address and current telephone number of each reference.

I. Certification of PUCO Authority: Each Bidder shall submit with this response a notarized letter certifying that the carrier providing the pick-up and delivery services related to any ensuing contract, currently has all intrastate operating authority as required by the Public Utilities Commission of Ohio (PUCO). Additionally, such letter shall list all PUCO certificates and/or

permit numbers, as well as the names of the carrier involved. The State reserves the right to submit such documentation to the PUCO for verification.

XVI. BID RESPONSE

Each Bid should contain the following information in the order listed:

- A. Signed bid response - Page 1
- B. Required certification for bidding - Page 2
- C. Price Schedules - Page 25
- D. Attachment 1, Standard Affirmation and Disclosure Form - Pages 26-27
- E. Attachment 2, Company Profile Form - Page 28
- F. Attachment 3, Bidder References – Page 29
- G. Attachment 4, Bidder Disclosure Statements – Page 30
- H. Attachment 5, Disaster Response Commitment – Page 31
- I. Throughput Report - Page 32
- J. A written narrative or any other printed technique to demonstrate ability to satisfy the Scope of Work. The narrative shall describe a logical progression of tasks and effort starting with the initial steps or tasks to be accomplished and continuing until all proposed steps or tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical problem.

In particular, the Bidder shall fully describe the approach and organization methods, which will be used to handle logistics and problems related to potential time restraints surrounding distribution.

In addition, the Bidder shall describe such items as:

1. The type and nature of inventory records, which will be utilized;
2. The specific location of warehousing and required destination points for receipt of railcars and truck shipments;
3. Organizational and quantity breakdown of employees such as storekeepers, forklift drivers, accounting personnel, supervisor, etc;
4. Square and cubic foot capacity of storage spaces as describe in section XV.B.1 of the ITB
5. Type and quantity of material handling equipment available (including slip sheeting devices);
6. Truck docks and their capacity for unloading and as described in section XV.B.2. of the ITB
7. The transportation capability description shall include, but not be limited to, the following information:
 - a. Type and number of delivery vehicles;
 - b. Capacity in gross weight of each delivery vehicle;
 - c. Refrigeration/non-refrigeration capability of each vehicle.

Failure to provide the above facility and transportation information may be grounds for rejecting the entire Bid.

- K. ASI or ABI audit reports received in last 6 months or \$1,000.00 check made out to ASI as describe in section XV.C.
- L. Certificate of Insurance: A certificate of insurance shall be submitted with the bid response. The certificate of insurance shall demonstrate coverage in the types and limits specified in Articles S-12 and S-13 of the Supplemental Contract Terms and Conditions and as specified in paragraph XV.F.
- M. Additional Insurance: The bidder shall include in the ITB proof of this additional insurance coverage by way of a letter from the Insurance Company on Insurance Company letterhead as specified in paragraph XV.G.
- N. A copy of the current Certificate of Premium Payment or Certificate of Employer's Right to Pay Compensation Directly, as applicable, issued by the Bureau of Workers' Compensation

- O. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA): The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov> to file for DMA pre-certification; if you are not already registered you must:
1. Register with the Ohio Business Gateway (OBG) at:
<http://obg.ohio.gov>
 2. Review the Terrorist Exclusion List at:
http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
 3. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at:
<http://www.publicsafety.ohio.gov/links/HLS0038.pdf>. Submit a hardcopy of the completed form with your ITB response. You must then return to the OBG and complete the form for online submission under "Electronic Filing." It is important that you submit the DMA form online at OBG and in hardcopy with the ITB.

Failure to complete the certification may result in the Bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Bidder will have seven (7) calendar days, after notification, to submit the form.

- P. A copy of AAPV (Affirmative Action Program Verification). A copy of the approval letter issued to your company by the DAS, Equal Opportunity Division (EOD) may be obtained from <http://www.publicsafety.ohio.gov/links/HLS0038.pdf>. If an Affirmative Action Program has not been filed by your company to date or has lapsed, a new application may be filed at <https://ohiobusinessgateway.ohio.gov/OBG/Membership/Security.mvc/Login#MainContainer>.
- Q. Banning the Expenditure of Public Funds on Offshore Services: The Bidder must complete the Contractor/Subcontractor Affirmation and Disclosure form (Attachment 1) to abide with Executive Order 2010-09S issued by the Governor of Ohio, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States.

During the performance of this Contract, the Bidder must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without express written authorization of the Department of Administrative Services. Standard affirmation & disclosure form attached.

- R. W-9 Form and Vendor Information Form: The Bidder must complete IRS Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. One (1) original of each form (signed in blue ink). If a subsidiary company and/or subcontractor is involved, the Bidder must have an original W-9 and OBM-5657 for both the parent and subsidiary and/or subcontractor companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>
- S. Certification of PUCO Authority: The Bidder shall submit with the bid response a notarized letter certifying that the carrier providing the pick-up and delivery services related to any ensuing contract, currently has all intrastate operating authority as required by the Public Utilities Commission of Ohio (PUCO). Additionally, such letter shall list all PUCO certificates and/or permit numbers, as well as the names of the carrier involved. The state reserves the right to submit such documentation to the PUCO for verification.

All documents specified in paragraphs XVI.A. through XVI.S are necessary to evaluate the bid response. If any of the documents specified in paragraphs XVI.A. through XVI.S. are not included with the bid response, they will be requested during the bid evaluation. If documents are requested during the bid evaluation, they must be provided within five (5) business days of verbal or written request. Failure to submit documents requested during the evaluation may deem your bid not responsive and further consideration for award may not be given.

This list is provided solely for the Bidder's benefit. Submission of the mandatory/required materials does not guarantee that the Bidder will be deemed compliant with all of the specifications and requirements as stated in this Bid. Completing this list does not absolve the Bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this Bid.

XVII. NOTES

- A. Bid Price: The Bidder will quote a monthly unit storage charge, a unit delivery charge, and a one-time unit handling charge for each year and for each type of product (dry, cooler, or frozen) inclusive of any administrative service charges. A bid price for all intrastate (warehouse to warehouse) transfer charges for each year shall also be included. These unit prices shall be shown on "PRICE SCHEDULE" (page 25), which will be returned with this Bid.

The unit price shall be a firm, fixed price and the State will not pay, nor be liable for, any other additional costs including, but not limited to taxes, fees, insurance, interest, penalties, licenses, concluding or termination payments, attorney fees, liquidated damages, etc.

- B. Bidders shall not reformat the pricing pages. Each Bidder must complete the pricing pages in the original format provided.
- C. **HANDLING CHARGES:** For the purposes of the ITB, and resultant contract, handling charges will cover inbound unloading of goods, any movement of goods within the warehouse, and all administrative charges. In the event of termination of the contract, handling charges shall cover cost of removal of commodities from warehouse and loading of trucks and/or rail equipment to remove such stored commodities. The handling charge will be a one-time charge accessed to The Office for Child Nutrition (OCN) at the time the products are received by the Contractor.

XVIII. PRICE SCHEDULES

A. INTRASTATE COMMODITY TRANSFERS

Contractor shall submit a Bid for the intrastate transfer of commodities to other State agency contracted warehouses. Such transfers may be required from time to time in order to balance inbound USDA shipping requirements with receipt agency demand. The pricing shall be stated for the following: Intrastate Transfer per Truckload Trip bid price, a Intrastate Transfer per Half-truckload Trip bid price and a Intrastate Transfer Backhaul Trip bid price. The Contractor shall bill / invoice the State agency the amounts for any such transfers. The USDA case quantities per transfer may vary depending on the commodity items being requested to be transferred. Transfer requests may result in partial truckloads. Note: Each transfer must be reviewed to determine which costing method is to be utilized based upon the lesser of the Intrastate Transfer per Truckload Trip bid price, the Intrastate Transfer per Half-truckload Trip bid price and the Intrastate Transfer Backhaul Trip bid price. The Intrastate Transfer Backhaul Trip Bid Price shall be less than the Intrastate Transfer Truckload Trip Cost or the Intrastate Transfer Half-truckload Trip Cost. When invoicing, the monthly invoice shall have a line item on the invoice for Intrastate Transfer Truckload Trip(s), an invoice line item for Intrastate Transfer per Half-truckload Trip(s) and an invoice line item for Intrastate Transfer Backhaul Trip.

BID PRICE – Intrastate Transfer Truckload Trip Charge - two way shipment (round trip) including one hour dock time for loading / unloading.

BID PRICE - Intrastate Transfer Half-truckload Trip Charge - two way shipment (round trip) including one hour dock time for loading / unloading. The minimum number of cases for a half-truckload transfer will be 200 cases.

BID PRICE - Backhaul Trip Charge - one way shipment including one hour dock time for loading / unloading.

Insert bid pricing for all intrastate commodity transfer charges for each year in the corresponding boxes provided.

B. MIDEAST REGION

To provide all services described in this Bid to twenty five (25) Mideast Ohio counties.

| | BID PRICE - PER CASE – PER MONTH | | | | | | | | |
|------------------------------------|----------------------------------|--------|---------|-------------------------|--------|---------|-------------------------|--------|---------|
| | 8/01/12 through 6/30/13 | | | 7/01/13 through 6/30/14 | | | 7/01/14 through 6/30/15 | | |
| SERVICE TO BID | DRY | COOLER | FREEZER | DRY | COOLER | FREEZER | DRY | COOLER | FREEZER |
| STORAGE* | .30 | .30 | .30 | .22 | .22 | .22 | .33 | .33 | .32 |
| HANDLING** | .12 | .12 | .12 | .09 | .09 | .09 | .12 | .12 | .12 |
| DELIVERY (INSIDE) | .35 | .35 | .35 | .35 | .33 | .33 | .37 | .37 | .37 |
| INTRASTATE TRANSFER BID | 7/01/12 through 6/30/13 | | | 7/01/13 through 6/30/14 | | | 7/01/14 through 6/30/15 | | |
| INTRASTATE TRANSFER TRUCKLOAD TRIP | 200.00 | | | 200.00 | | | 200.00 | | |

| | |
|--|--------|
| BID PRICE | |
| INTRASTATE TRANSFER HALF- TRUCKLOAD BID PRICE | 100.00 |
| INTRASTATE TRANSFER BACKHAUL BID PRICE | 75.00 |

| |
|--------|
| |
| 100.00 |
| 75.00 |

| |
|--------|
| |
| 100.00 |
| 75.00 |

- * Product received after the 15th of the month will be paid at one-half the monthly storage rate.
- ** One time handling charge to be accessed at the time units are received.

ITEM NO. 22721
 ITEM NO. 22722

Storage cost = storage and handling
 Transportation cost = delivery and transfers

Variable pricing for OAKS purchase orders
 Variable pricing for OAKS purchase orders

ATTACHMENT 1

STANDARD AFFIRMATION AND DISCLOSURE FORM

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

 (Address)

 (City, State, Zip)

Name/Principal location of business of subcontractor(s):

 (Name)

 (Address, City, State, Zip)

 (Name)

 (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

 (Address)

 (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

ATTACHMENT 1 (Cont'd.)

STANDARD AFFIRMATION AND DISCLOSURE FORM

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

ATTACHMENT 2
COMPANY PROFILE FORM

| | | |
|------------------------------------|---------------------|--|
| Company Legal Name | Physical Address | |
| Telephone Number | Email Address | Fax Number |
| Home Office Location | Date Established | Ownership |
| Firm Leadership | Number of Employees | Number of Employees Directly involved in Tasks Directly Related to the Work Specified Herein |
| Additional Background Information: | | |

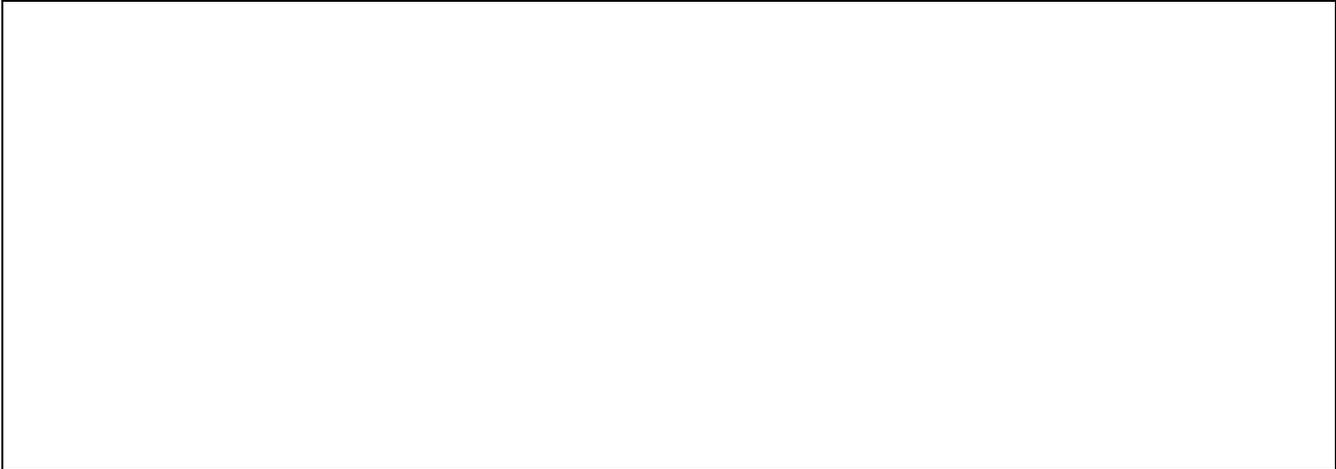
| |
|--|
| |
|--|

ATTACHMENT 3

BIDDER REFERENCES

A minimum of three (3) professional references who have received services from the bidder in the past two (2) years, as specified in herein.

| | | |
|---|---|--|
| Company Name: | Contact Name: | |
| Address: | Telephone Number: | |
| | Email Address: | |
| Contract Name: | Beginning Date of Contract: (Month/Year) | Ending Date of Contract: (Month/Year) |
| Description of term contract/temporary personnel services provided. | | |



ATTACHMENT 4

BIDDER DISCLOSURE STATEMENTS

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the contract and the best interests of the State.

Within the past five (5) years:

| ITEM | DISCLOSURE STATEMENT | YES | NO |
|------|--|-----|----|
| A | Has the Bidder and/or subject company had a contract cancelled for default or cause? | | |
| B | Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past contracts with any organization or governmental entity? | | |
| C | Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity? | | |
| D | Has trading in the stock of the subject company ever been suspended? Give date and explanation. | | |
| E | Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number? | | |
| F | Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding? | | |
| | Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is | | |

| | | | |
|---|---|--|--|
| G | currently under indictment on any felony charge? | | |
| H | Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio? | | |

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid response. Failure to complete this page may deem your Bid not responsive.

ATTACHMENT 5

DISASTER RESPONSE COMMITMENT

**THROUGHPUT REPORT
 (Cases)**

Year 1

| | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | Total |
|---------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| In | 185,000 | 185,000 | 185,000 | 185,000 | 135,000 | 115,000 | 115,000 | 178,000 | 178,000 | 195,000 | 225,000 | 225,000 | 2,106,000 |
| Out | 145,000 | 145,000 | 145,000 | 145,000 | 12,000 | 90,000 | 90,000 | 125,000 | 125,000 | 155,000 | 155,000 | 175,000 | 1,507,000 |
| Total | 330,000 | 330,000 | 330,000 | 330,000 | 147,000 | 205,000 | 205,000 | 303,000 | 303,000 | 350,000 | 380,000 | 400,000 | 3,613,000 |
| Frozen | 48,000 | 48,000 | 30,000 | 48,000 | 38,000 | 5,000 | 5,000 | 15,000 | 48,000 | 48,000 | 48,000 | 24,000 | 405,000 |

Year 2

| | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | Total |
|---------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| In | 185,000 | 185,000 | 185,000 | 185,000 | 135,000 | 115,000 | 115,000 | 178,000 | 178,000 | 195,000 | 225,000 | 225,000 | 2,106,000 |
| Out | 145,000 | 145,000 | 145,000 | 145,000 | 12,000 | 90,000 | 90,000 | 125,000 | 125,000 | 155,000 | 155,000 | 175,000 | 1,507,000 |
| Total | 330,000 | 330,000 | 330,000 | 330,000 | 147,000 | 205,000 | 205,000 | 303,000 | 303,000 | 350,000 | 380,000 | 400,000 | 3,613,000 |
| Frozen | 48,000 | 48,000 | 30,000 | 48,000 | 38,000 | 5,000 | 5,000 | 15,000 | 48,000 | 48,000 | 48,000 | 24,000 | 405,000 |

Year 3

| | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | Total |
|---------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| In | 185,000 | 185,000 | 185,000 | 185,000 | 135,000 | 115,000 | 115,000 | 178,000 | 178,000 | 195,000 | 225,000 | 225,000 | 2,106,000 |
| Out | 145,000 | 145,000 | 145,000 | 145,000 | 12,000 | 90,000 | 90,000 | 125,000 | 125,000 | 155,000 | 155,000 | 175,000 | 1,507,000 |
| Total | 330,000 | 330,000 | 330,000 | 330,000 | 147,000 | 205,000 | 205,000 | 303,000 | 303,000 | 350,000 | 380,000 | 400,000 | 3,613,000 |
| Frozen | 48,000 | 48,000 | 30,000 | 48,000 | 38,000 | 5,000 | 5,000 | 15,000 | 48,000 | 48,000 | 48,000 | 24,000 | 405,000 |

Ohio Department of Education, Office for Child Nutrition (OCN)
 CATS (Commodity Allocation and Tracking System)

01/16/2012

Shipping Notification Transaction (Sent to Warehouses to Notify of Inbound Shipment from USDA or Other Location)

File Name: ShippingNotificationXXX.YYYYMMDDHHMM (XXX = CNS Assigned Warehouse Code, YYYYMMDDHHMM = Created Time Date Stamp of the File)
 File Type: **TEXT**

Note: Right Justify, Left Space Fill all Numeric Fields; Left Justify, Right Space Fill all Character (Text) Fields

| Field Seq. | Position From | Position To | Description | Field Size | Field Type | Notes |
|------------|---------------|-------------|-----------------------|------------|------------|---|
| 1 | 1 | 4 | SCHOOL YEAR | 4 | C(4) | To-year of School Year (i.e. 2011-2012 = "2012") |
| 2 | 5 | 14 | SALES ORDER NUMBER | 10 | C(10) | Order Number Assigned by the USDA |
| 3 | 15 | 20 | SALES ORDER ITEM | 6 | C(6) | Used with the Sales Order Number, the Sales Order Item Creates a Unique ID for the USDA Order |
| 4 | 21 | 28 | NOT EARLIER THAN DATE | 8 | C(8) | YYYYMMDD – Can Not Receive Shipment Earlier Than Date |
| 5 | 29 | 36 | NOT LATER THAN DATE | 8 | C(8) | YYYYMMDD – Can Not Receive Shipment Later Than Date |
| 6 | 37 | 43 | UNITS | 7 | N(7,0) | Number of Units being Shipped (Cases or Pounds) |
| 7 | 44 | 53 | MATERIAL ID | 10 | C(10) | Material ID Assigned by the USDA |
| 8 | 54 | 60 | GROSS WEIGHT | 7 | N(7,0) | Gross Weight of Shipped Items |
| 9 | 61 | 67 | UNITS DAMAGED | 7 | N(7,0) | The Number of Damaged Units Received by the Warehouse |
| 10 | 68 | 75 | RECEIPT DATE | 8 | C(8) | The Date the Shipment was Received by the Warehouse |
| 11 | 76 | 84 | TRANSACTION NUMBER | 9 | N(9,0) | Assigned by CATS |

EXHIBIT A

Ohio Department of Education, Office for Child Nutrition (OCN)
CATS (Commodity Allocation and Tracking System)

01/16/2012

Receipt Confirmation Transaction (Sent to CATS to Confirm Inbound Shipment from USDA or Other Location)

File Name: ReceiptConfirmationXXX.YYYYMMDDHHMM (XXX = CNS Assigned Warehouse Code, YYYYMMDDHHMM = Created Time Date Stamp of the File)

File Type: TEXT

Note: Right Justify, Left Space Fill all Numeric Fields; Left Justify, Right Space Fill all Character (Text) Fields

| Field Seq. | Position From | Position To | Description | Field Size | Field Type | Notes |
|------------|---------------|-------------|-----------------------|------------|------------|---|
| 1 | 1 | 4 | SCHOOL YEAR | 4 | C(4) | To-year of School Year (i.e. 2011-2012 = "2012") |
| 2 | 5 | 14 | SALES ORDER NUMBER | 10 | C(10) | Unique Order Number Assigned by the USDA |
| 3 | 15 | 20 | SALES ORDER ITEM | 6 | C(6) | Used with the Sales Order Number, the Sales Order Item Creates a Unique ID for the USDA Order |
| 4 | 21 | 28 | NOT EARLIER THAN DATE | 8 | C(8) | YYYYMMDD – Can Not Receive Shipment Earlier Than Date |
| 5 | 29 | 36 | NOT LATER THAN DATE | 8 | C(8) | YYYYMMDD – Can Not Receive Shipment Later Than Date |
| 6 | 37 | 43 | UNITS | 7 | N(7,0) | Number of Units Received by the Warehouse (Cases or Pounds) Note: This number will include any damaged units received in the shipment. |
| 7 | 44 | 53 | MATERIAL ID | 10 | C(10) | Material ID Assigned by the USDA |
| 8 | 54 | 60 | GROSS WEIGHT | 7 | N(7,0) | Gross Weight of Shipped Items |
| 9 | 61 | 67 | UNITS DAMAGED | 7 | N(7,0) | The Number of Damaged Units Received by the Warehouse |
| 10 | 68 | 75 | RECEIPT DATE | 8 | C(8) | The Date the Shipment was Received by the Warehouse. |
| 11 | 76 | 84 | TRANSACTION NUMBER | 9 | N(9,0) | Assigned by CATS |

EXHIBIT B

Ohio Department of Education, Office for Child Nutrition (OCN)
CATS (Commodity Allocation and Tracking System)

01/16/2012

Delivery Notification Transaction (Sent to Warehouses for Agency Deliveries)

File Name: DeliveryNotificationXXX.YYYYMMDDHHMM (XXX = CNS Assigned Warehouse Code, YYYYMMDDHHMM = Created Time Date Stamp of the File)

File Type: **TEXT**

Note: Right Justify, Left Space Fill all Numeric Fields; Left Justify, Right Space Fill all Character (Text) Fields

| Field Seq. | Pos. From | Pos. To | DESCRIPTION | Field Size | Field Type | Notes |
|------------|-----------|---------|--------------------|------------|------------|--|
| 01 | 1 | 4 | SCHOOL YEAR | 4 | C(4) | To-year of School Year (i.e. 2011-2012= "2012") |
| 02 | 5 | 13 | ORDER NUMBER | 9 | C(9) | Unique Order Number Assigned by CATS |
| 03 | 14 | 15 | SHIP TYPE | 2 | C(2) | "WT" = Ship from Warehouse to Agency "RS" = Resend Transaction |
| 04 | 16 | 21 | AGENCY ID | 6 | C(6) | Assigned by OCN |
| 05 | 22 | 28 | SHIP FROM LOCATION | 7 | C(7) | Ship From Location Number Assigned by the USDA |
| 06 | 29 | 38 | SHIP TO LOCATION | 10 | C(10) | Assigned by OCN Note: This will be the entire site number 999999-001. If two different agencies are using the same Delivery Location, the first 6 digits will not be the same as the Agency ID for one of them. |
| 07 | 39 | 46 | DELIVERY DATE | 8 | C(8) | The Scheduled Delivery Date |
| 08 | 47 | 50 | DELIVERY YEAR | 4 | C(4) | Calendar Year of the Delivery Month |
| 09 | 51 | 52 | DELIVERY MONTH | 2 | C(2) | Calendar Month of the Delivery |
| 10 | 53 | 56 | PROGRAM | 4 | C(4) | "NSLP" School Lunch Program "SFSP" Summer Food Program "EFAP" Emergency Food Assistance |
| 11 | 57 | 60 | REGION | 4 | C(4) | Shipping Region – Assigned by OCN |
| 12 | 61 | 70 | MATERIAL ID | 10 | C(10) | Material ID Assigned by the USDA |
| 13 | 71 | 77 | UNITS ORDERED | 7 | N(7,0) | Number of Units (Cases) to be Delivered |
| 14 | 78 | 87 | BATCH NUMBER | 10 | C(10) | Batch Number Assigned by CATS |
| 15 | 88 | 95 | TRANSACTION DATE | 8 | C(8) | YYYYMMDD - The date the Notification transaction was created by CATS |
| 16 | 96 | 104 | TRANSACTION NUMBER | 9 | N(9,0) | Assigned by CATS |

EXHIBIT C

Ohio Department of Education, Office for Child Nutrition (OCN)
CATS (Commodity Allocation and Tracking System)

01/16/2012

Delivery Confirmation Transaction (Sent to CATS by Warehouse to Confirm Agency Deliveries)

File Name: DeliveryConfirmationXXX.YYYYMMDDHHMM (XXX = CNS Assigned Warehouse Code, YYYYMMDDHHMM = Created Time Date Stamp of the File)

File Type: **TEXT**

Note: Right Justify, Left Space Fill all Numeric Fields; Left Justify, Right Space Fill all Character (Text) Fields

| Field Seq. | Position From | Position To | DESCRIPTION | Field Size | Field Type | Notes |
|------------|---------------|-------------|--------------------|------------|------------|--|
| 01 | 1 | 4 | SCHOOL YEAR | 4 | C(4) | To-year of School Year (i.e. 2011-2012 = "2012") |
| 02 | 5 | 13 | ORDER NUMBER | 9 | C(9) | Unique Order Number Assigned by CATS |
| 03 | 14 | 15 | SHIP TYPE | 2 | C(2) | "WI" = Ship from Warehouse to Agency "RS" = Resend Transaction |
| 04 | 16 | 21 | AGENCY ID | 6 | C(6) | Assigned by OCN |
| 05 | 22 | 28 | SHIP FROM LOCATION | 7 | C(7) | Ship From Location Number Assigned by the USDA |
| 06 | 29 | 38 | SHIP TO LOCATION | 10 | C(10) | Assigned by OCN Note: This will be the entire site number 999999-001. If two different agencies are using the same Delivery Location, the first 6 digits will not be the same as the Agency ID for one of them. |
| 07 | 39 | 46 | DELIVERY DATE | 8 | C(8) | YYYYMMDD - Date Delivered to Recipient |
| 08 | 47 | 56 | MATERIAL ID | 10 | C(10) | Material ID Assigned by the USDA |
| 09 | 57 | 63 | UNITS DELIVERED | 7 | N(7,0) | Number of Units (Cases) Actually Delivered |
| 10 | 64 | 64 | OVER SHORT CODE | 1 | C(1) | "O" Delivered More Cases than Ordered "S" Delivered Less Cases than Ordered "D" Delivered Cases Contained Damages |
| 11 | 65 | 74 | BATCH NUMBER | 10 | C(10) | Batch Number Assigned by CATS |
| 12 | 75 | 82 | TRANSACTION DATE | 8 | C(8) | YYYYMMDD - Date Transaction Created |
| 13 | 83 | 91 | TRANSACTION NUMBER | 9 | N(9,0) | Assigned by CATS |

EXHIBIT D

Ohio Department of Education, Office for Child Nutrition (OCN)
CATS (Commodity Allocation and Tracking System)

12/28/2011

Delivery Locations (Sent to Warehouses)

File Name: DeliveryLocationsXXX.xls (XXX = Warehouse Number)

File Type: Excel

EXHIBIT E

| Field Seq. | DESCRIPTION | Field Size | Field Type | Notes |
|------------|---------------------------|------------|------------|--|
| 01 | SCHOOL YEAR | 4 | C(4) | "To-year" of a School Year (i.e. SY 2011-2012= 2012) |
| 02 | PROGRAM | 4 | C(4) | "NSLP" = School Lunch "SFSP" = Summer Food Program "EFAP" Emergency Food Assistance |
| 03 | WAREHOUSE CODE | 4 | C(4) | Warehouse Code assigned by OCN |
| 04 | COUNTY | 2 | C(2) | |
| 05 | REGION | 4 | C(4) | Shipping Region as Defined by OCN |
| 06 | AGENCY ID | 6 | C(6) | Assigned by OCN |
| 07 | NUMBER OF DELIVERIES | 2 | N(2,0) | 1 = 1 Delivery (Inside) 2 = 2 Deliveries (Inside) 4 = Weekly Deliveries (Inside) |
| 08 | DELIVERY TYPE CHANGE FLAG | 1 | C(1) | "X" = Changed " " = No Change |
| 09 | SHIP TO LOCATION | 10 | C(10) | Assigned by OCN Note: This will be the entire site number 999999-001. If two different agencies are using the same Delivery Location, the first 6 digits will not be the same as the Agency ID for one of them. |
| 10 | ACTIVE FLAG | 1 | C(1) | "Y" = Active, "N" = Deactivated (Deleted) |
| 11 | DEACTIVATED | 1 | C(1) | "X" = Deactivated (Deleted) " " = No Change (Active) |
| 12 | SHIP LOCATION NAME | 30 | C(30) | Ship Location Name, Usually a School Building Name |
| 13 | NAME CHANGED | 1 | C(1) | "X" = Ship Location Name Changed " " = No Change |
| 14 | CONTACT NAME | 25 | C(1) | Name of Person to Contact at the Ship Location |
| 15 | CONTACT CHANGED | 1 | C(1) | "X" = Contact Name Changed " " = No Change |
| 16 | ADDRESS LINE 1 | 30 | C(30) | Address Line 1 of the Ship Location |
| 17 | ADDRESS LINE 2 | 30 | C(30) | Address Line 2 of the Ship Location |
| 18 | CITY | 25 | C(25) | City Name of Ship Location |
| 19 | STATE | 2 | C(2) | "OH" |
| 20 | ZIP CODE | 5 | C(5) | First 5 Characters of the Zip Code |
| 21 | ZIP+4 | 4 | C(4) | 4 Additional Characters of the Zip Code |
| 22 | TELEPHONE NUMBER | 10 | C(10) | Area Code + Phone Number (i.e. 6144660707) |

| | | | | |
|----|---------------------------------|----|-------|---|
| 23 | PHONE CHANGED | 1 | C(1) | "X" = Telephone Number Changed, " " = No Change |
| 24 | TELEPHONE EXTENSION | 5 | C(5) | Telephone Extension Number |
| 25 | EXTENSION CHANGED | 1 | C(1) | "X" = Telephone Extension Changed " " = No Change |
| 26 | FAX NUMBER | 10 | C(10) | Area Code + Fax Number (i.e. 6144660909) |
| 27 | FAX CHANGED | 1 | C(1) | "X" = Fax Number Changed " " = No Change |
| 28 | GROUND LEVEL DELIVERY | 1 | C(1) | "Y" = Ground Level Delivery Available "N" = Ground Level Delivery Not Available |
| 29 | GROUND LEVEL DELIVERY CHANGED | 1 | C(1) | "X" = Ground Level Delivery Available Changed " " = No Change |
| 30 | DOCK LEVEL DELIVERY | 1 | C(1) | "Y" = Dock Level Delivery Available "N" = Dock Level Delivery Not Available |
| 31 | DOCK LEVEL DELIVERY CHANGED | 1 | C(1) | "X" = Dock Level Delivery Available Changed " " = No Change |
| 32 | ACCOMMODATE 24' TRAILER | 1 | C(1) | "Y" = Can Accommodate a 24' Trailer "N" = Can Not Accommodate a 24' Trailer |
| 33 | ACCOMMODATE 24' TRAILER CHANGED | 1 | C(1) | "X" = Accommodate 24' Trailer Changed " " = No Change |
| 34 | DELIVERY INFORMATION | 80 | C(80) | IRN Entered Additional Delivery Information |
| 35 | DELIVERY INFORMATION 2 | 80 | C(80) | IRN Entered Additional Delivery Information Part 2 |
| 36 | DELIVERY INFORMATION 3 | 80 | C(80) | IRN Entered Additional Delivery Information Part 3 |
| 37 | NEW SHIP LOCATION | 1 | C(1) | "X" = New Ship Location Added by IRN " " = Not New Ship Location |
| 38 | SHIP LOCATION MODIFIED | 1 | C(1) | "X" = Ship Location Modified – Note: Only modified records will be sent to each warehouse |

EXHIBIT E

Ohio Department of Education, Office for Child Nutrition (OCN)
CATS (Commodity Allocation and Tracking System)

12/28/2011

Agency Closed Delivery Days (Sent to Warehouses)

File Name: IrnClosdDays XXX.xls (XXX = Warehouse Number)

File Type: Excel

| Field Seq. | DESCRIPTION | Field Size | Field Type | Notes |
|------------|-----------------------|------------|------------|--|
| 01 | SCHOOL YEAR | 4 | C(4) | "To-year" of a School Year (i.e. SY 2011-2012 = 2012) |
| 02 | PROGRAM | 4 | C(4) | "NSLP" = School Lunch "SFSP" = Summer Food Program |
| 03 | WAREHOUSE CODE | 4 | C(4) | Warehouse Code Assigned by OCN |
| 04 | REGION | 4 | C(4) | Shipping Region as Defined by OCN |
| 05 | AGENCY ID | 6 | C(6) | Assigned by OCN |
| 06 | AGENCY NAME | 30 | C(30) | Agency Name |
| 07 | SHIP TO LOCATION | 10 | C(10) | Assigned by OCN Note: This will be the entire site number 999999-001. If two different agencies are using the same Delivery Location, the first 6 digits will not be the same as the Agency ID for one of them. |
| 08 | SHIP TO LOCATION NAME | 50 | C(50) | Ship To Location Name |
| 09 | ACTIVE FLAG | 1 | C(1) | Active = "Y" |
| 10 | CLOSED SCHOOL DATE | 10 | C(10) | MM/DD/YYYY |
| 11 | CLOSED FLAG | 1 | C(1) | Closed = "Y" |

Notes:

Only records that show closed week-days for the corresponding agencies will be sent to the warehouses. Week-end days are always closed. An assumption may be made that all other week-days will be open for delivery.

Ohio Department of Education, Office for Child Nutrition (OCN)
CATS (Commodity Allocation and Tracking System)

12/28/2011

Agency Delivery Schedules (Sent to OCN from Warehouses; Sent to Warehouses from OCN)

File Name: DeliverySchedulesXXX.xls (XXX = Warehouse Number)

File Type: Excel

EXHIBIT G

| Field Seq. | Description | Field Size | Field Type | Notes |
|------------|---------------------------|------------|------------|--|
| 01 | SCHOOL YEAR | 4 | C(4) | "To-year" of a School Year (i.e. SY 2011-2012 = 2012) |
| 02 | WAREHOUSE | 4 | C(4) | Warehouse Code Assigned by OCN |
| 03 | AGENCY ID | 6 | C(6) | Assigned by OCN |
| 04 | SHIP TO LOCATION | 10 | C(10) | Assigned by OCN Note: This will be the entire site number 999999-001. If two different agencies are using the same Delivery Location, the first 6 digits will not be the same as the Agency ID for one of them. |
| 05 | PROGRAM | 4 | C(4) | "NSLP" = School Lunch "SFSP" = Summer Food Program |
| 06 | NUMBER OF DELIVERIES | 1 | C(1) | 1 – Single Delivery 2 – Two Deliveries, One Each Half of Month 4 – Weekly Deliveries |
| 07 | COUNTY | 4 | C(4) | Assigned by ODE |
| 08 | JULY DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in July |
| 09 | AUGUST DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in August |
| 10 | SEPTEMBER DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in September |
| 11 | OCTOBER DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in October |
| 12 | NOVEMBER DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in November |
| 13 | DECEMBER DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in December |
| 14 | JANUARY DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in January |
| 15 | FEBRUARY DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in February |
| 16 | MARCH DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in March |
| 17 | APRIL DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in April |
| 18 | MAY DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in May |
| 19 | JUNE DELIVERY DATE | 4 | C(4) | Calendar Month/Day for the Primary Delivery in June |
| 20 | JULY DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery July |
| 21 | AUGUST DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery in August |
| 22 | SEPTEMBER DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery in September |
| 23 | OCTOBER DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery in October |
| 24 | NOVEMBER DELIVERY DATE 2 | 4 | C(4) | November Calendar Month/Day for the Second Delivery |
| 25 | DECEMBER DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery in December |

Ohio Department of Education, Office for Child Nutrition (OCN)
 CATS (Commodity Allocation and Tracking System)

Agency Delivery Schedules (Sent to OCN from Warehouses; Sent to Warehouses from OCN)

| | | | | |
|----|-----------------------------|---|------|--|
| 26 | JANUARY DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery in January |
| 27 | FEBRUARY DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery February |
| 28 | MARCH DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery in March |
| 29 | APRIL DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery in April |
| 30 | MAY DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery in May |
| 31 | JUNE DELIVERY DATE 2 | 4 | C(4) | Calendar Month/Day for the Second Delivery in June |
| 32 | JULY DELIVERY DATE 3 | 4 | C(4) | Calendar Month/Day for the Third Delivery in July |
| 33 | AUGUST DELIVERY DATE 3 | 4 | C(4) | Calendar Month/Day for the Third Delivery in August |
| 34 | SEPTEMBER DELIVERY DATE 3 | 4 | C(4) | Calendar Month/Day for the Third Delivery in September |
| 35 | OCTOBER DELIVERY DATE 3 | 4 | C(4) | Calendar Month/Day for the Third Delivery in October |
| 36 | NOVEMBER DELIVERY DATE 3 | 4 | C(4) | Calendar Month/Day for the Third Delivery in November |
| 37 | DECEMBER DELIVERY DATE 3 | 4 | C(4) | December Calendar Month/Day for the Third Delivery |
| 38 | JANUARY DELIVERY DATE 3 | 4 | C(4) | Calendar Month/Day for the Third Delivery in January |
| 39 | FEBRUARY DELIVERY DATE 3 | 4 | C(4) | February Calendar Month/Day for the Third Delivery |
| 40 | MARCH DELIVERY DATE 3 | 4 | C(4) | Calendar Month/Day for the Third Delivery in March |
| 41 | APRIL DELIVERY DATE 3 | 4 | C(4) | Calendar Month/Day for the Third Delivery in April |
| 42 | MAY DELIVERY DATE 3 | 4 | C(4) | Calendar Month/Day for the Third Delivery in May |
| 43 | JUNE DELIVERY DATE 3 | 4 | C(4) | Calendar Month/Day for the Third Delivery in June |
| 44 | JULY DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in July |
| 45 | AUGUST DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in August |
| 46 | SEPTEMBER DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in September |
| 47 | OCTOBER DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in October |
| 48 | NOVEMBER DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in November |
| 49 | DECEMBER DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in December |
| 50 | JANUARY DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in January |
| 51 | FEBRUARY DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in February |
| 52 | MARCH DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in March |
| 53 | APRIL DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in April |
| 54 | MAY DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in May |
| 55 | JUNE DELIVERY DATE 4 | 4 | C(4) | Calendar Month/Day for the Fourth Delivery in June |
| 56 | ADD / UPDATE DELIVERY DATES | 1 | C(1) | (OCN Use Only) "Y" = Add/Update; "N" = Bypass Add/Update |

EXHIBIT G

| Warehouse Inventory Summary Report | | | | | | | Ohio Department Of Education Child Nutrition Programs | | |
|------------------------------------|------|-------------------------------------|------------------|---|----------------|---------------|--|--|--|
| Program Year: 2011 - 2012 | | | | Warehouse: Cloverfield Warehouse 334-981-2943 | | | | | |
| Inventory Month: November | | | | | | | | | |
| Item | Type | Description | Begining Balance | Units Received | Units Adjusted | Units Shipped | Ending Balance | | |
| 100012 | E | Cheese Cheddar Red Fat Shred Yellow | 9999 | 0 | 0 | 0 | 9999 | | |
| 100017 | E | Cheese American Loaves | 59 | 0 | 0 | 0 | 59 | | |
| 100117 | E | Chicken Fajita | 9999 | 0 | 0 | 0 | 9999 | | |
| 100121 | E | Turkey Breast Deli | 55 | 0 | 0 | 0 | 55 | | |
| 100125 | E | Turkey Roasts | 9999 | 0 | 0 | 0 | 9999 | | |
| 100158 | E | Beef Ground 40lb | 41 | 0 | 0 | 0 | 41 | | |
| 100184 | E | Ham Frozen Water Added 40 | 9999 | 0 | 0 | 0 | 9999 | | |
| 100188 | E | Ham Cooked Frozen Cubed | 45 | 0 | 0 | 0 | 45 | | |
| 100212 | E | Fruit Mix Canned | 82 | 0 | 0 | 0 | 82 | | |
| 100220 | E | Peaches Diced Canned | 9999 | 0 | 0 | 0 | 9999 | | |
| 100237 | E | Cherries IQF Frozen | 54 | 0 | 0 | 25 | 29 | | |
| 100241 | E | Peach Cups 4.4 oz | 9999 | 0 | 0 | 0 | 9999 | | |
| 100253 | E | Strawberries IQF Frozen | 9999 | 0 | 0 | 0 | 9999 | | |
| 100256 | E | Strawberry Cups | 9999 | 0 | 0 | 0 | 9999 | | |
| 100296 | E | Fruit Nut Trail Mix | 9999 | 0 | 0 | 10 | 9989 | | |
| 100307 | E | Beans Green Canned Low Sodium | 52 | 0 | 0 | 52 | 0 | | |
| 100329 | E | Tomatoes Diced | 9999 | 0 | 0 | 0 | 9999 | | |
| 100348 | E | Corn Frozen | 9999 | 0 | 0 | 0 | 9999 | | |
| 100349 | E | Corn Cobettes Frozen | 9999 | 0 | 0 | 0 | 9999 | | |
| 100350 | E | Peas Frozen | 9999 | 0 | 0 | 0 | 9999 | | |
| 100352 | E | Carrots Frozen | 60 | 0 | 0 | 0 | 60 | | |
| 100396 | E | Peanut Butter 6/5lb | 9999 | 0 | 0 | 0 | 9999 | | |
| 100400 | E | Flour A/P 8/5 | 9999 | 0 | 0 | 0 | 9999 | | |
| 100429 | E | Macaroni 20 | 36 | 0 | 0 | 0 | 36 | | |
| 100432 | E | Rotini | 44 | 0 | 0 | 0 | 44 | | |
| 100434 | E | Rotini Whole Grain 20 | 9999 | 0 | 0 | 0 | 9999 | | |
| 100439 | E | Oil Vegetable | 9999 | 0 | 0 | 0 | 9999 | | |
| 100467 | E | Oats Rolled 25 | 9999 | 0 | 0 | 0 | 9999 | | |
| 100494 | E | Rice Parboiled 25 | 9999 | 0 | 0 | 0 | 9999 | | |
| 100938 | E | Tortillas Whole Wheat 1.5 Oz | 9999 | 0 | 0 | 0 | 9999 | | |
| P600 | E | Potatoes Rounds Zero Trans Fat | 80 | 0 | 0 | 80 | 0 | | |
| P609 | E | Potatoes Triangle Hash Browns ZTF | 200 | 0 | 0 | 200 | 0 | | |
| P633 | E | Chicken Strips Breaded 30 | 200 | 0 | 0 | 200 | 0 | | |
| P713 | E | Chicken Popcorn | 300 | 0 | 0 | 300 | 0 | | |
| P724 | E | Beef Chili W/Beans | 100 | 0 | 0 | 100 | 0 | | |
| P750 | E | PBJ Bars | 150 | 0 | 0 | 150 | 0 | | |
| P792 | B | Gelatin Cups Lime W/Pears | 16 | 0 | 0 | 0 | 16 | | |
| P792 | E | Gelatin Cups Lime W/Pears | 0 | 0 | 0 | 0 | 0 | | |
| P807 | E | Cheese Mozzarella Stick Lite | 200 | 0 | 0 | 200 | 0 | | |

EVALUATION FORMAT
 AN EXAMPLE FOR A WAREHOUSE REGION

| Storage, Handling, and Delivery | Y E A R 1 | | | Y E A R 2 | | | Y E A R 3 | | | |
|--|---------------|--------|--------|---------------|--------|--------|---------------|--------|--------|---------------|
| | Dry | Cooler | Frozen | Dry | Cooler | Frozen | Dry | Cooler | Frozen | |
| A. Storage(Bid) ¹ | 0.02 | 0.04 | 0.06 | 0.02 | 0.04 | 0.06 | 0.02 | 0.04 | 0.06 | |
| B. Months in Storage (From Region Data Package) ² | 3.04 | 3.69 | 1.64 | 3.04 | 3.69 | 1.64 | 3.04 | 3.69 | 1.64 | |
| C. Storage(weighted) (A x B) ³ | 0.0608 | 0.1476 | 0.0984 | .0608 | .1476 | .0984 | .0608 | .1476 | .0984 | |
| D. Handling (Bid) ⁴ | 0.25 | 0.25 | 0.25 | 0.26 | 0.26 | 0.26 | 0.27 | 0.27 | 0.27 | |
| E. Delivery (inside) ⁵ | 0.75 | 0.75 | 0.75 | 0.77 | 0.77 | 0.77 | 0.79 | 0.79 | 0.79 | |
| . (C+D+E) ⁶ | 1.0608 | 1.1476 | 1.0984 | 1.0908 | 1.1776 | 1.1284 | 1.1208 | 1.2076 | 1.1584 | |
| *G. % Category (From Region Data Package) ⁷ | 0.256 | 0.0425 | 0.7014 | 0.256 | 0.0425 | 0.7014 | 0.256 | 0.0425 | 0.7014 | |
| H. Storage, Handling, and Delivery Sub-total (F x G) ⁸ | 0.2716 | 0.0488 | 0.7704 | 0.2792 | 0.0500 | 0.7915 | 0.2869 | 0.0513 | 0.8125 | 3.3622 |
| Intrastate Transfer | | | | | | | | | | |
| Intrastate Transfer | Year 1 | | | Year 2 | | | Year 3 | | | |
| I. Intrastate Transfer Truckload (20,001 lbs. to 40,000 lbs.) Trip Bid Price ⁹ | 100 | | | 103 | | | 106 | | | |
| J. Intrastate Transfer Half-truckload (20,000 lbs. or less) Bid Price ¹⁰ | 60 | | | 62 | | | 64 | | | |
| K. Intrastate Transfer Backhaul Trip Bid Price ¹¹ | 50 | | | 51.50 | | | 53 | | | |
| L. Intrastate Transfer Cost (I+J+K) ¹² | 210 | | | 216.50 | | | 223 | | | |
| M. Avg. # of Cases per Truckload ¹³ | 1383 | | | 1383 | | | 1383 | | | |
| N. Cost per Case per Truckload (L / M) ¹⁴ | 0.1518 | | | 0.1565 | | | 0.1612 | | | |
| O. % Transfers (Of State Delivery Case Total) ¹⁵ | 0.0276 | | | 0.0276 | | | 0.0276 | | | |
| P. Intrastate Transfer per Case Sub-total (N x O) ¹⁶ | 0.0042 | | | 0.0043 | | | 0.0044 | | | 0.0129 |
| Q. Storage Handling Delivery Sub-Total Plus Intrastate Transfer Per Case Sub-total (H + P) ¹⁷ | | | | | | | | | | 3.3751 |
| TOTAL AVERAGE PRICE PER CASE (1/3 of total)¹⁸ | | | | | | | | | | 1.1250 |

See page 45 "Evaluation Format Notes and Calculations" for explanation of items 1-18 above.

THE WORKSHEET BELOW IS FOR CALCULATING THE TOTAL AVERAGE PRICE PER CASE FOR EACH WAREHOUSE REGION

| | July 1, 2012 – June 30, 2013 | | | July 1, 2013 – June 30, 2014 | | | July 1, 2014 – June 30, 2015 | | |
|--|------------------------------|---------------|---------------|------------------------------|---------------|---------------|------------------------------|---------------|---|
| Storage, Handling, and Delivery | Dry | Cooler | Frozen | Dry | Cooler | Frozen | Dry | Cooler | Frozen |
| A. Storage(Bid) ¹ | | | | | | | | | |
| B. Months in Storage (From Region Data Package) ² | | | | | | | | | |
| C. Storage(weighted) (A x B) ³ | | | | | | | | | |
| D. Handling (Bid) ⁴ | | | | | | | | | |
| E. Delivery (inside) ⁵ | | | | | | | | | |
| F. (C+D+E) ⁶ | | | | | | | | | |
| G. % Category (From Region Data Package) ⁷ | | | | | | | | | |
| H. Storage, Handling, and Delivery Sub-total (F x G) ⁸ | | | | | | | | | |
| | | | | | | | | | |
| Intrastate Transfer | Year 1 | | | Year 2 | | | Year 3 | | |
| I. Intrastate Transfer Truckload (20,001 lbs. to 40,000 lbs.) Trip Bid Price ⁹ | | | | | | | | | |
| J. Intrastate Transfer Half-truckload (20,000 lbs. or less) Bid Price ¹⁰ | | | | | | | | | |
| K. Intrastate Transfer Backhaul Trip Bid Price ¹¹ | | | | | | | | | |
| L. Intrastate Transfer Cost (I+J+K) ¹² | | | | | | | | | |
| M. Avg. # of Cases per Truckload ¹³ | 1383 | | | 1383 | | | 1383 | | |
| N. Cost per Case per Truckload (L / M) ¹⁴ | | | | | | | | | |
| O. % Transfers (Of State Delivery Case Total) ¹⁵ | 0.0276 | | | 0.0276 | | | 0.0276 | | |
| P. Intrastate Transfer per Case Sub-total (N x O) ¹⁶ | | | | | | | | | |
| | | | | | | | | | |
| Q. Storage Handling Delivery Sub-Total Plus Intrastate Transfer Per Case Sub-total (H + P) ¹⁷ | | | | | | | | | |
| | | | | | | | | | TOTAL AVERAGE PRICE PER CASE (1/3 of total) (Q / 3)¹⁸ |

See page 45 "Evaluation Format Notes and Calculations" for explanation of items 1-18 above.

EVALUATION FORMAT NOTES AND CALCULATIONS:

- ¹ Storage Bid by Contractor in each warehouse region for dry, cooler and frozen items.
- ² Months in storage numbers for each warehouse region are on "Evaluation Factors" page of the data package for each region.
- ³ Storage (Weighted) equals the A. Storage (Bid)¹ multiplied by the B. Months in Storage².
- ⁴ Handling bid by Contractor in each warehouse region for dry, cooler and frozen items.
- ⁵ Inside Delivery bid per case by Contractor in each region for dry, cooler and frozen items.
- ⁶ Total of C+D+E for dry, cooler and storage
- ⁷ The percentage of total cases delivered that are dry, cooler or frozen as shown in data package pie chart for Total Commodity Cases Delivered for each warehouse region.
- ⁸ F. (C+D+E) multiplied by G. % Category
- ⁹ Intrastate Truckload Transfer (20,001 lbs. to 40,000 lbs.) Trip Bid Price by Contractor in each region. (There were 21 truckload equivalent transfers in the state in 2010 – 2011 and the actual number of truckloads transfers will vary from year to year).
- ¹⁰ Intrastate Half-truckload Transfer (20,000 lbs. and less) Trip Bid Price by Contractor in each region. (There were 31 half-truckload equivalent transfers in the state in 2010 – 2011 and the actual number of truckloads transfers will vary from year to year). Minimum number of cases for a half-truckload transfer will be 200 cases.
- ¹¹ Intrastate Transfer Backhaul Trip Bid Price by Contractor in each warehouse region.
- ¹² Intrastate Transfer Cost equals I. Intrastate Transfer Truckload Trip Bid Price plus J. Intrastate Transfer Half-truckload Bid Price plus K. Intrastate Transfer Backhaul Trip Bid Price.
- ¹³ Avg. # of Cases per Truckload. (The 1,383 cases represent the average number of cases per truckload of the commodity items and is used for evaluation purposes. The actual number of cases per transfer request may vary depending on the commodity items requested to be transferred.)
- ¹⁴ Cost per Case per Truckload. (L. Intrastate Transfer Cost divided by M. Avg. # of Cases per Truckload)
- ¹⁵ % Transfers (Represents the number of total Cases Transferred (34,032 cases) in the 2010 - 2011 school year as a percentage of the number of total Cases Delivered (1,233,356) in the 2010 – 2011 school year. $34,032 / 1,233,356 = .0276$.)
- ¹⁶ Intrastate Transfer per Case Sub-total (N. Cost per Case per Truckload multiplied by O. % Transfers).
- ¹⁷ H. Storage Handling Delivery Sub-total Plus P. Intrastate Transfer per Case Sub-total.
- ¹⁸ Total Average Price per case equals Q. Storage Handling Delivery Sub-Total Plus Intrastate Transfer Per Case Sub-total, three year totals divided by 3.

SUMMARY OF MONTHLY INVOICE FORMAT (SAMPLE)

| | Units / Cases | Bid Price Per Unit / Case | Cost | |
|---|------------------|---------------------------------|-------------|--------------------|
| STORAGE | | | | |
| Recurring Storage | | | | |
| Dry | 7,000 | \$0.02 | \$140.00 | |
| Cooler | 2,000 | \$0.04 | \$80.00 | |
| Frozen | 11,000 | \$0.06 | \$660.00 | |
| | | | | \$880.00 |
| Sub-total Recurring Storage | 20,000 | | | 0 |
| Receipts (1st-15th) | | | | |
| Dry | 2,400 | \$0.02 | \$48.00 | |
| Cooler | 800 | \$0.04 | \$32.00 | |
| Frozen | 6,800 | \$0.06 | \$408.00 | |
| | | | | \$488.00 |
| Sub-total Storage - Receipts (1st-15th) | 10,000 | | | 0 |
| Receipts (16th-End of month) | | | | |
| Dry | 1,200 | \$0.01 | \$12.00 | |
| Cooler | 400 | \$0.02 | \$8.00 | |
| Frozen | 3,400 | \$0.03 | \$102.00 | |
| | | | | \$122.00 |
| Sub-total Storage Receipts (16th-End of month) | 5,000 | | | 0 |
| Total Storage | | | | \$1,490.00 |
| HANDLING | | | | |
| Dry | 3,600 | \$0.25 | \$900.00 | |
| Cooler | 1,200 | \$0.25 | \$300.00 | |
| Frozen | 10,200 | \$0.25 | \$2,550.00 | |
| Total Handling | 15,000 | | | \$3,750.00 |
| DELIVERY | | | | |
| Dry | 4,800 | \$0.75 | \$3,600.00 | |
| Cooler | 1,600 | \$0.75 | \$1,200.00 | |
| | | | \$10,200.00 | |
| Frozen | 13,600 | \$0.75 | 0 | |
| Total Delivery | 20,000 | | | \$15,000.00 |
| INTRASTATE TRANSFERS CURRENT MONTH | | | | |
| *Intrastate Transfer Truckload Trip(s) | 1 | \$100.00 | \$100.00 | |
| *Intrastate Transfer Half-truckload Trip(s) | 1 | \$60.00 | \$60.00 | |
| Intrastate Transfer Backhaul Trip(s) | 1 | \$50.00 | \$50.00 | |
| Sub-total Transfers | | | | \$210.00 |
| Total Invoice Amount | | | | \$20,450.00 |

COMMODITY ITEM LISTING

COMMODITY LISTING AND DETAILS ARE SUBJECT TO CHANGE. ALWAYS OBTAIN REGULAR UPDATES FROM COMMODITY STAFF

| Material ID | Description | Pack | Storage Code | Gross Weight | Net Weight | Truckload |
|-------------|------------------------------|-------------|--------------|--------------|------------|-----------|
| 100307 | CND.GREEN BEANS - LOW SODIUM | 6/#10 CAN | D | 46.018 | 38 | 912 |
| 100351 | BEANS GREEN FRZ | 30 LB CTN | F | 32.01 | 30 | 1320 |
| 100368 | BEANS BLKEYE CND | 6/#10 CAN | D | 47.9925 | 40.5 | 864 |
| 100362 | CND.REFRIED BEANS | 6/#10 CAN | D | 48.804 | 42 | 864 |
| 100370 | CND.RED KIDNEY BEANS | 6/#10 CAN | D | 47.9925 | 40.5 | 864 |
| 100360 | BEANS GARBANZO CND | 6/#10 CAN | D | 47.9925 | 40.5 | 864 |
| 100364 | CND. VEGETARIAN BEANS | 6/#10 CAN | D | 47.9925 | 40.5 | 864 |
| 100352 | FROZEN CARROTS | 30 LB CTN | F | 32.01 | 30 | 1320 |
| 100349 | FRZN.CORN COBBETTES | 96-EAR CASE | F | 31.5 | 30 | 1320 |
| 100348 | FRZN.CORN | 30 LB CTN | F | 32.01 | 30 | 1320 |
| 100350 | FRZN.PEAS | 30 LB CTN | F | 32.01 | 30 | 1320 |
| 100356 | POTATO WEDGES FAT-FREE | 6/5# | F | 32.01 | 30 | 1320 |
| 100317 | CND.SWEET POTATOES | 6/#10 CAN | D | 47.9925 | 40.5 | 912 |
| 100330 | CANNED SALSA | 6/# 10 CAN | D | 46.9845 | 39.75 | 912 |
| 100329 | TOMATOES DICED | 6/#10 CAN | D | 43.9875 | 38.25 | 912 |
| 100336 | CND.SPAGHETTI SAUCE | 6/#10 CAN | D | 45.9908 | 39.75 | 952 |
| 100327 | TOMATO PASTE | 6/#10 CAN | D | 46.989 | 41.62 | 912 |
| 100296 | FRT-NUT TRAIL MIX | 5/5 LB BAGS | C | 27 | 25 | 1213 |
| 100298 | CHERRIES DRIED | 28/2 LB. | C | 22 | 16 | 1848 |
| 100299 | DRIED CHERRIES | 4/4 LB | C | 20 | 16 | 1848 |
| 100257 | STRAWBERRIES SLICED-TUB | 6/6.5LB | F | 43 | 39 | 1008 |
| 100277 | FRZN.ORANGE JUICE SINGLES | 70/4 OZ CTN | F | 20.995 | 19 | 1920 |
| 100208 | CND.APPLESAUCE | 6/#10 CAN | D | 46.494 | 40.5 | 912 |
| 100209 | CND.APRICOTS | 6/#10 CAN | D | 46.008 | 40.5 | 912 |
| 100228 | CHERRIES RED CND | 6/#10 CAN | D | 44.9923 | 38.62 | 912 |
| 100237 | FRZN.CHERRIES IQF | 40 LB CTN | F | 42 | 40 | 960 |
| 100235 | FRZN.CHERRIES 5+1 | 30 LB CTN | F | 32.01 | 30 | 1280 |

COMMODITY ITEM LISTING

COMMODITY LISTING AND DETAILS ARE SUBJECT TO CHANGE. ALWAYS OBTAIN REGULAR UPDATES FROM COMMODITY STAFF

| Material ID | Description | Pack | Storage Code | Gross Weight | Net Weight | Truckload |
|-------------|--------------------------------|-----------------|--------------|--------------|------------|-----------|
| 100253 | STRAWBERRIES IQF FRZN | 30 LB CTN | F | 32.01 | 30 | 1320 |
| 100246 | BLACKBERRIES EVERGREEN | 30 LB CARTON | F | 32.1 | 30 | 1334 |
| 100254 | SLC STRAWBERRIES FROZEN | 30LB CARTON | F | 32.01 | 30 | 1320 |
| 100255 | STRAWBERRIES CUP | 96/4 OZ CUPS | F | 28.25 | 24 | 1540 |
| 100220 | CND.DICED PEACHES | 6/#10 CAN | D | 45.9908 | 39.75 | 912 |
| 100225 | DICED PEARS CANNED | 6/#10 CAN | D | 46.0175 | 39.5 | 912 |
| 110080 | CHICKEN, ROASTED, 8 PIECES IND | 30 LB BOX | F | 31.5 | 1 | 1200 |
| 100293 | RAISINS 144 | 144/1.33 OZ BOX | C | 14.256 | 12 | 2964 |
| 100101 | CHIX DICED | 4/10LB BAG | F | 42 | 1 | 1000 |
| 100125 | TURKEY ROASTS | 32-48 LB CTN | F | 42 | 1 | 1000 |
| 100121 | TURKEY BREAST DELI | 40 LB CONTAINER | F | 42 | 1 | 1000 |
| 100117 | CHIX FAJITA | 30 LB CARTON | F | 31.5 | 1 | 1300 |
| 100119 | TKY TACO FILLING | 6/5LB OR 10/3LB | F | 31.5 | 30 | 1300 |
| 100046 | EGGS FROZEN | 6/5 LB CTN | F | 32.49 | 30 | 1334 |
| 100158 | GROUND BEEF 40LB | 4/10LB. | F | 43 | 40 | 1000 |
| 100193 | BONELESS PICNIC | 60 LB CTN | F | 1.033 | 1 | 40020 |
| 100182 | HAM WATERADD 3 | 12/3 LB CTN | C | 38.664 | 36 | 1000 |
| 100173 | PORK ROAST | 32-40 LB CTN | F | 43.2 | 40 | 1000 |
| 100184 | HAM FRZ WATERADD 40 | 4/10LB | F | 42.96 | 40 | 1000 |
| 100187 | HAM CKD FRZ SLC | 8/5 LB | F | 43 | 40 | 1000 |
| 100188 | HAM CKD FZ CUBE | 4/10 LB | F | 43 | 40 | 1000 |
| 100196 | TUNA POUCH | 8/43 OZ POUCHES | D | 26.23 | 21.5 | 1680 |
| 100012 | CHED RD FT SHD YELLOW | 6/5 LB | C | 30.99 | 30 | 1280 |
| 100003 | CHEDDAR SHRED YELLOW | 6/5 LB | C | 30.99 | 30 | 1280 |
| 100008 | CHED RDU-FAT YELLOW | 4/10 LB | C | 47.26 | 42.5 | 940 |
| 100022 | MOZZARELLA,FRZN 8/6LB. | 8/6# LOAVES | F | 50.016 | 48 | 840 |
| 100017 | AM CHEESE LOAVES | 6/5LB | C | 32.01 | 30 | 1320 |

COMMODITY ITEM LISTING

COMMODITY LISTING AND DETAILS ARE SUBJECT TO CHANGE. ALWAYS OBTAIN REGULAR UPDATES FROM COMMODITY STAFF

| Material ID | Description | Pack | Storage Code | Gross Weight | Net Weight | Truckload |
|-------------|--------------------------------|----------------|--------------|--------------|------------|-----------|
| 100018 | AM CHEESE SLICED | 6/5 LB | C | 32.01 | 30 | 1320 |
| 100937 | WHOLE WHEAT PANCAKES | 144 CT. BULK | F | 11.9988 | 10.8 | 2100 |
| 100938 | WHOLE WHEAT TORTILLAS | 12/24 OZ BAGS | F | 28.998 | 27 | 1500 |
| 100400 | FLOUR A/P | 8/5 LB | D | 40.8 | 40 | 1071 |
| 100424 | LOFAT BAKERY MIX | 6/5 LB BAG | D | 31 | 30 | 1400 |
| 100919 | WHL GRN MACARONI 20 | 20 LB | D | 21 | 20 | 2000 |
| 100434 | WHL GRN ROTINI 20 | 20 LB | D | 21.4 | 20 | 1400 |
| 100429 | MACARONI 20 | 20 LB CTN | D | 21 | 20 | 2000 |
| 100467 | ROLLED OATS 25 | 25 LB BAG | D | 26 | 25 | 1600 |
| 100468 | ROLLED OATS | 50 LB BAG | D | 51 | 50 | 840 |
| 100396 | 6/5LB PEANUT BUTTER | 6/5LB | D | 32.01 | 30 | 1232 |
| 100494 | RICE PARBOILED 25 | 25 LB BAG | D | 26 | 25 | 1680 |
| 100499 | BROWN RICE 25 | 25 LB BAG | D | 26 | 25 | 1680 |
| 100439 | VEGETABLE OIL | 6/1 GAL BOTTLE | D | 54.0078 | 46.2 | 800 |
| 100427 | WHL GRN SPAGHETTI 20 | 20 LB | D | 21 | 20 | 2000 |
| 100425 | SPAGHETTI 20 | 20 LB CTN | D | 21 | 20 | 2000 |
| P600 | POTATO RDS-ZERO TRANS FAT | 6/5 LB | F | 31.5 | 30 | 1320 |
| P603 | POTATO WEDGES ZERO TRANS FAT | 6/5 LB | F | 31.9 | 30 | 1232 |
| P606 | WAFFLE POTATOES-ZERO TRANS FAT | 6/4.5 LB | F | 29 | 27 | 1400 |
| P609 | TRIANGLE HASH BWN.POTATOES-ZTF | 6/5 LB | F | 32 | 30 | 1320 |
| P612 | MASHED POTATOES | 6/4 LB | F | 25.5 | 24 | 1716 |
| P615 | SEASONED SPIRAL POTATOES-ZTF | 6/4 LB | F | 25.5 | 24 | 1584 |
| P618 | 1/2"CRINKLE ZERO TRANS-FAT | 6/5 LB | F | 32 | 30 | 1232 |
| P621 | 3/8" STR.COATED-ZERO TRANS FAT | 6/5 LB | F | 32 | 30 | 1320 |
| P624 | 3/8" STRAIGHT ZERO TRANS-FAT | 6/5 LB | F | 32 | 30 | 1320 |
| P627 | 1/4" SH.STR.POT-ZERO TRANS FAT | 6/6 LB | F | 37 | 36 | 1134 |
| P628 | 1/4" SHOESTRING POTATOES-ZTF | 6/5 LB | F | 31 | 30 | 1320 |

COMMODITY ITEM LISTING

COMMODITY LISTING AND DETAILS ARE SUBJECT TO CHANGE. ALWAYS OBTAIN REGULAR UPDATES FROM COMMODITY STAFF

| Material ID | Description | Pack | Storage Code | Gross Weight | Net Weight | Truckload |
|-------------|--------------------------------|-----------------|--------------|--------------|------------|-----------|
| P630 | BREADED CHICKEN STRIPS 30 | 141/3.4 OZ | F | 31 | 30 | 1078 |
| P633 | BREADED CHICKEN STRIPS 30 | 6 - 5 LB BAGS | F | 31.87 | 30 | 1120 |
| P634 | BREADED CHICKEN NUGGETS 30 | 6 - 5 LB BAGS | F | 31.87 | 30 | 1120 |
| P635 | BREADED CHICKEN PATTIES 30 | 6 - 5 LB BAGS | F | 31.87 | 30 | 1120 |
| P638 | SPICY CHIX STRIPS 30 | 6 - 5 LB BAGS | F | 31.87 | 30 | 1120 |
| P639 | SPICY CHICKEN PATTIES 30 | 6 - 5 LB BAGS | F | 31.87 | 30 | 1120 |
| P643 | ASIAN-STYLE TANGY CHICKEN | 6/5LB BAGS | F | 44.9 | 42.9 | 912 |
| P644 | ASIAN-STYLE TERIYAKI CHICKEN | 6/5LB BAGS | F | 45.2 | 43.2 | 912 |
| P676 | PBJ POCKETS-GRAPE | 72/2.8 OZ. | F | 12.6 | 12.6 | 2200 |
| P677 | PBJ POCKETS-STRAWBERRY | 72/2.8 OZ. | F | 12.6 | 12.6 | 2200 |
| P678 | PBJ POCKETS-GRAPE-WHEAT | 72/2.8 OZ. | F | 12.6 | 12.6 | 2200 |
| P679 | PBJ POCKETS-STRAWBERRY-WHEAT | 72/2.8 OZ. | F | 12.6 | 12.6 | 2200 |
| P680 | I/W MUFFINS WITH RAISINS | 96/2 OZ | F | 13 | 12 | 1728 |
| P681 | COCOA BAR WITH RAISINS | 120/2.2 OZ | C | 17.5 | 16.5 | 2512 |
| P682 | W/G FRENCH TOAST STICKS | 100/2.6 OZ | F | 17 | 16.25 | 1400 |
| P690 | REDPACK MARINARA SAUCE | 6/#10 CANS | D | 45 | 39.38 | 952 |
| P691 | RED GOLD KETCHUP #10 CANS | 6/#10 CANS | D | 49 | 43.13 | 896 |
| P692 | RED GOLD FOIL PACKETS ISP | 1000 /9GRAM ISP | D | 23 | 19.84 | 1890 |
| P695 | SW/POTATO FRIES-CRINKLE CUT | 6/2.5 LB | F | 16 | 15 | 1300 |
| P697 | DEHYDRATED POTATOES LOW SODIUM | 6/75 OZ | D | 30.825 | 28.1 | 1361 |
| P713 | POPCORN CHICKEN | 1455/.22 OZ | F | 21 | 20 | 1760 |
| P714 | CHIX STRIP CULLS | 40LB | F | 41 | 40 | 880 |
| P715 | CHICKEN PATTY CULLS | 4/10 LB | F | 45 | 40 | 770 |
| P716 | CHICKEN NUGGET CULLS | 4/10# | F | 45 | 40 | 980 |
| P717 | WAFER STEAKS | 6/5 LB BAGS | F | 31 | 30 | 1296 |
| P718 | BEEF SLOPPY JOE | 6/5 LB. | F | 31 | 30 | 1344 |
| P719 | CINCINNATI CHILI SAUCE | 6/5 LB | F | 31.3969 | 30 | 1344 |

COMMODITY ITEM LISTING

COMMODITY LISTING AND DETAILS ARE SUBJECT TO CHANGE. ALWAYS OBTAIN REGULAR UPDATES FROM COMMODITY STAFF

| Material ID | Description | Pack | Storage Code | Gross Weight | Net Weight | Truckload |
|-------------|--------------------------------|---------------|--------------|--------------|------------|-----------|
| P721 | 6/5# COOKED BEEF CRUMBLES | 6/5 LB. | F | 32 | 30 | 1344 |
| P723 | CHARBROILED BEEF PATTIES | 150/2.45OZ. | F | 24 | 22.97 | 1512 |
| P724 | BEEF CHILI W/BEANS | 6/5 LB | F | 31 | 30 | 1344 |
| P726 | BEEF MEATBALLS .65OZ | 6/5LB | F | 31 | 30 | 960 |
| P727 | 6/5# BEEF TACO FILLING | 6/5# | F | 32 | 30 | 1344 |
| P728 | BEEF MEAT SAUCE | 6/5 LB | F | 31 | 30 | 1344 |
| P729 | SALISBURY STEAK | 140/2.55OZ. | F | 24 | 22.31 | 1512 |
| P748 | APPLE/NUT NUTRITION BAR | 132/2 OZ | D | 17.5 | 16.5 | 2240 |
| P749 | NUTRITION BARS | 132/2OZ | D | 17.5 | 16.5 | 2240 |
| P750 | PB & J BARS | 160/2.2OZ | F | 24 | 22 | 1760 |
| P769 | COOKED PORK SAUSAGE PATTIES | 370/1.3 OZ | F | 31 | 30 | 1080 |
| P773 | PORK BARBEQUE | 4/5 LB | F | 21 | 20 | 1782 |
| P774 | I/W HAM&CHEESE STROMBOLI | 60/4.55 OZ | F | 18 | 17.06 | 1056 |
| P778 | COOKED SCRAMBLED EGGS | 4/5 LB | F | 21 | 20 | 1944 |
| P779 | COOKED FRZN ROUND EGG PATTIE | 300/1.25 OZ | F | 24.5 | 23.44 | 1728 |
| P780 | PRECOOKED EGG/CHEESE OMELET | 144/2.1 OZ | F | 20 | 18.9 | 1920 |
| P781 | H/F REDUCED FAT BREADSTICKS | 72/3 OZ | F | 14.5 | 13.5 | 1540 |
| P782 | CHEESE-PEPPERONI BRDTKS | 144/1.75 OZ | F | 16.75 | 15.75 | 1540 |
| P785 | PBJ POCKET-STRAWBERRY-WHEAT | 72/2.8OZ | F | 13.5 | 12.6 | 1800 |
| P786 | PBJ POCKET-GRAPE-WHEAT | 72/2.8OZ | F | 13.5 | 12.6 | 1800 |
| P787 | I/W APPLE TURNOVERS-WG | 80/3.75OZ | F | 20 | 18.75 | 1680 |
| P788 | I/W CHERRY TURNOVERS-WG | 80/3.75OZ | F | 20 | 18.75 | 1680 |
| P789 | I/W PEACH TURNOVERS-WG | 80/3.75 OZ | F | 20 | 18.75 | 1680 |
| P791 | CHERRY GELATIN W/CHERRIES | 72/4 OZ | D | 25 | 24 | 1375 |
| P792 | LIME GELATIN W/PEARS CUP | 72/4 OZ | D | 20 | 18.9 | 1746 |
| P795 | PEACHES IN TROPICAL FRT GELATI | 72/4 OZ CUPS | D | 20 | 18.9 | 1760 |
| P802 | RED. FAT AMER. SLICED CHESE | 6 / 5 LB BAGS | C | 31.25 | 30 | 1320 |

COMMODITY ITEM LISTING

COMMODITY LISTING AND DETAILS ARE SUBJECT TO CHANGE. ALWAYS OBTAIN REGULAR UPDATES FROM COMMODITY STAFF

| Material ID | Description | Pack | Storage Code | Gross Weight | Net Weight | Truckload |
|--------------------|--------------------------------|---------------|---------------------|---------------------|-------------------|------------------|
| P806 | RED/FAT CHEDDAR CHEESE SNACKS | 168 / 1 OZ | C | 10.97 | 10.5 | 3600 |
| P807 | MOZZARELLA STICK CHEESE LI | 168 / 1OZ | C | 10.97 | 10.5 | 3600 |
| P808 | REDUCED FAT MACARONI & CHEESE | 6 / 5 LB | F | 32.5 | 30 | 1323 |
| P809 | REDUCED FAT MACARONI & CHEESE | 6 / 5 LB | F | 32.5 | 30 | 1330 |
| P810 | BREADED MOZZ CHEESE STICKS | 8/3LBS | F | 25.68 | 24 | 1540 |
| P815 | BLUEBERRY APPLESAUCE CUP | 96/4 OZ CUPS | D | 25 | 24 | 1408 |
| P816 | BLUE RASPBERRY APPLSESAUCE CUP | 96/4 OZ CUPS | D | 25 | 24 | 1408 |
| P817 | CINNAMON APPLESAUCE CUPS | 96/4 OZ CUPS | D | 25 | 24 | 1408 |
| P818 | STRAWBERRY APPLESAUCE CUPS | 96/4 OZ CUPS | D | 25 | 24 | 1408 |
| P819 | STRAWBERRY-BANANA APPLESAUCE | 96/4 OZ CUPS | D | 25 | 24 | 1408 |
| P833 | RED. SOD. CHEDDAR CHEESE SAUC | 6/106 OZ BAGS | D | 40.5 | 39.75 | 1050 |
| P834 | RED. SOD. JALAPENO CHEESE SAUC | 6/106 OZ BAGS | D | 40.5 | 39.75 | 1050 |
| P835 | RED. SOD. CHEDDAR CHEESE DIP C | 140/3 OZ CUPS | C | 27.79 | 26.25 | 1300 |

FORM APPROVED OMB NO. 0584-0293

U.S. DEPARTMENT OF AGRICULTURE – FOOD AND NUTRITION SERVICE

REPORT OF SHIPMENT RECEIVED OVER, SHORT AND/OR DAMAGED

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0584-0293. The time required to complete this information is estimated to average 5 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

SECTION A – SHIPMENT IDENTIFICATION AND UNLOADING INFORMATION

| | | | | |
|-------------------------|--------------------------|--|-------------------------------|--------------------------|
| 1. NAME OF COMMODITY | 2. TYPE OF PACK | 3. CONTRACT NO. | 4. DESTINATION CITY AND STATE | |
| 5. DELIVERY ORDER NO. | 6. NOTICE TO DELIVER NO. | 7. METHOD OF DELIVERY RAIL TRUCK PIGGYBACK | | 8. RR CAR, TRUCK, PIG NO |
| 9. UNLOADED | | 10. OCEAN BILL OF LADING NO. (Overseas Shipment Only) | | |
| STARTED (Date and Time) | | COMPLETED (Date and Time) | | |

SECTION B – OVERAGE, SHORTAGE, AND/OR DAMAGE

| | | | | | |
|----------------------------------|--------------------------------------|----------------------|---|------------------|---|
| 11. QUANTITY | | | | | |
| A. REPORTED SHIPPED | B. AMOUNT RECEIVED IN GOOD CONDITION | C. OVER | D. SHORT | D. DAMAGED | F. HIDDEN DAMAGE |
| 12A. DAMAGE/OVERAGE/SHORTAGE | | 12B. HOW DISCOVERED: | | | 13 CARRIER'S AGENT PRESENT DURING UNLOADING |
| WHEN DISCOVERED BEFORE UNLOADING | DURING UNLOADING | AFTER UNLOADING | UNLOADING TALLY | PHYSICAL RECOUNT | OTHER YES NO |
| 14. DOOR SEAL NUMBERS | | | A. INBOUND NUMBERS AND CONDITION OF SEALS | | |
| | | | B. OUTBOUND SEAL NUMBERS (If Applicable) | | |

| | | | |
|--|----------------------------------|---|--|
| 15. CARRIER'S AGENT NOTIFICATION | | 16. DID CARRIER'S AGENT RESPOND TO NOTIFICATION? | |
| NAME OF AGENT | C. HOW NOTIFIED IN PERSON FAX | YES (In what way) NO (Explain) | |
| DATE NOTIFIED | TELEPHONE | | |
| 17. COMPLETE IF APPLICABLE | | | |
| A. WAS MECHANICAL REFRIGERATION, EQUIPMENT OPERATING YES NO | | B. TEMPERATURE OF REFRIGERATION UNIT/INTERIOUR TEMP/COMMODITY | |

CONSIGNEE CERTIFICATION

I CERTIFY the information and statements above are, to the best of my knowledge and belief, true and correct.

| | |
|------|--|
| DATE | SIGNATURE OF CONSIGNEE OR REPRESENTATIVE |
|------|--|

CARRIER CERTIFICATION

Receipt of a copy of this report is hereby acknowledged and the facts contained herein are verified.

| | |
|---|-----------------------------|
| SIGNATURE OF CARRIER'S AGENT Drivers name: | NAME AND ADDRESS OF CARRIER |
| Date | CARRIER REMARKS |

REMARKS (If Damaged, Please Indicate Nature and Disposition of the Damage)

PLEASE FIND LINKS BELOW FOR INSTRUCTIONS 709-5 AND THE MIDEAST REGION
DATA PACKAGE.

Instruction for 709-5 <http://www.fns.usda.gov/fdd/forms/fns-57.pdf>

[MIDEAST REGION DATA PACKAGE](#)

Warehouse Bid Supplemental Document - Delivery Confirmation Record Layout - Existing CATS

Warehouse Bid Supplemental Document - Delivery Notification Record Layout - Existing CATS

Warehouse Bid Supplemental Document - Receipt Confirmation Record Layout - Existing CATS

Warehouse Bid Supplemental Document - Shipping Notification Record Layout - Existing CATS

Warehouse Bid Supplemental Document - Mideast Region (Excel Format)

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

MBE Contractor



00000162608
AT Xpress, LLC
2159 Lockbourne Road
Columbus, OH 43207

CONTRACTOR'S CONTACT: Todd Smith

BID CONTRACT NO.: OT90103-1 (6/30/15)

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (614) 449-1801

FAX: (614) 449-1802

E-mail address: todd@atxpressllc.com