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 OHIO DEPARTMENT OF EDUCATION

CONTRACT No.: OT901813 EFFECTIVE DATES: 09/28/12 to 06/30/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901813 that opened on 09/05/12. 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 DEPARTMENT OF EDUCATION, OFFICE FOR CHILD NUTRITION (OCN), 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

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.

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 (½ 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. 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 each of three (3) regions made to the lowest responsive and responsible Bidder meeting all Bid specifications and requirements listed herein. All bid specifications and requirements contained in the ITB apply to one region awards only. If a bidder is submitting a bid for more than one region the bidder shall have submitted with the bid response information proving that the bidder meets all the specifications and requirements for the number of regions submitted. A bid for a two region award will need to meet the requirements for two regions as presented in this ITB. These requirements for two region award are the same if the Bidder plans to use one or more warehouses for a two region award. All bidders that submit bid responses for one or two regions must provide information that the bidder is able to meet all the specifications and requirements to be awarded one or two regions. If the bidder fails to provide this information to be awarded two regions but provides information that meets the requirements for one region then the bidder will only be considered for a one region award. Please note that Bidders are eligible to receive an award for a maximum of two (2) warehouse regions. In the event that a Bidder's pricing is the lowest for more than two (2) regions, that Bidder will be contacted and given the opportunity to select which two (2) regions 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.

There is one additional region, the Mideast Region, which shall be awarded separately, as an MBE Set Aside pursuant to the Ohio Revised Code (ORC), Section 125.081. Note: The awarded MBE Mideast Region Bidder from Minority Set-aside ITB contract EDU003 OT901013 will only be eligible to receive an award for a maximum of one (1) of the (3) warehouse regions listed in this Bid. 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. The MBE awarded bidder must provide information proving that the bidder meets all the specifications and requirements for a two region award as presented in this ITB. If the awarded MBE bidder fails to provide this information to be awarded two regions then the bidder will not be considered for award of any regions listed in this ITB.

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 be 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 45).

The State requests that all Bidders submit pricing for Inside Delivery. See Price Schedules pages (54-56). The award will be based upon the overall low price submitted by the Bidders for the entire contract period, considering accumulations of all delivery cycles.

Detailed information regarding the profile of each of the warehouse regions 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 from approximately September 10, 2012 through June 30, 2015. 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.

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 in order to obtain required storage capacities for award. All lease arrangements for storage facilities, in order to obtain required storage capacities for award, must be included and clearly stated as to lessor, location and contact number with the bid response. The physical location of any such facility shall be physically located in the State of Ohio. Should it be necessary 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. The contract awardee shall remain fully responsible for operations or actions undertaken by its subcontractors. However, all leases for facilities must be inspected and approved by OCN and the Office of Procurement Services before entry into such subcontracts. Contractors shall require their subcontractors to maintain insurance at levels consistent with the subcontracted work being performed.

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 bankrupted or its bonded, its surety.

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 September 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.

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

☐ Bidder/Broker ("The Contractor") or their Sub contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting liability insurance in the amount of $750,000.00 in accordance with 49 CFR 387.9.

☐ 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.

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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 34 months from September 25, 2012 through June 30, 2015, with delivery services commencing November 1, 2012.

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 pages 20 - 21, in Section XV.B.1 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 extensive damages will be reported before the vehicle~~s~~ 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 follow the guidance provide under XIII. C. Handling of Extensive Damage regarding reporting extensive damages.

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.

Variances 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 30), 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 the failure to exercise care regarding the commodity food. The contractor shall exercise the same level of care that a reasonably careful person would exercise under a similar circumstances. 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 to the extent the Contractor fails to exercise care. 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 and/or any applicable insurance company. 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

Upon meeting the storage space capacity requirements in the ITB and in the event the awarded Contractor's warehouse(s), are unable to store the full quantity of any item after the commencement of the contract, 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. . It will be the responsibility of the Contractor to work with the OCN and the USDA to implement additional or revised data transmissions and entries as may be required by OCN and the USDA. All costs related to changing a warehouse internal computer system is the sole responsibility of the contractor.

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 September 7, 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 September 24, 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 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, 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 Contractor.

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 Contractor 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, the Contractor will 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 by the Contractor 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.

d. Upon discovering broken or missing seals, the Contractor shall notify OCN immediately. OCN will advise the Contractor what action shall be taken.

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. Contractor Handling of Damage Commodities

The Contractor shall follow form FNS Instruction 709-5 concerning the receipt, handling, and recouping of damaged commodities. The Contractor 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 in accordance with an insurance carrier, USDA, or OCN directive. 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 Contractor 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, Contractor should 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 Contractor 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 Contractor's file on the car being received.

Contractors 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 Contractor shall complete and sign the Over, Short, and Damage FNS-57 Report and the carrier's agent shall certify by signing the 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. Contractors 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 Contractor 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 Contractor what action shall be taken. The Contractor 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. Unloading by Stop-off Contractors

Contractors 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 Contractor 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 Contractors

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 by the Contractor to prevent damage beyond stop-off points. When an intermediate Contractor 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 Contractors

Do not remove bracing that has been placed in the car to divide stop-off portions of the load. Stop-off Contractors 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 Contractors 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 Contractor

1. Shortage: If there is a shortage in the car, the Contractor will 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 Contractor’s files. Although no shortage may be evident at the time the stop-off Contractor 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 by the Contractor. 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 Contractor or if it should be removed at this point. If damage is rejected to the carrier, obtain and retain in the Contractor’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. The Contractor should 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 delivery receipt and in the completion of

an FNS-57 or an Over, Short, and/or Damage report by the Contractor. Therefore, the Contractor will be liable for any short or damaged products not indicated on the delivery receipt and FNS-57 Report, or an Over, Short, and/or Damage report.

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 Contractor, 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 Contractors. Records that each Contractor should maintain may differ and depend on whether they pertain to stop-off Contractor or the final Contractor, 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. Contractor'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

Data Package

Data providing information regarding the general flow of commodities during the last school year have been included for each of the three (3) warehouse regions in the State. 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. Requirement is the same for one or more regions. 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: (PER REGION, ONE REGION ONLY)

1. 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. cooler staging area cannot be considered part of the cooler storage 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.

Storage Space Capacity: (TWO REGIONS)

1. 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. cooler staging area cannot be considered part of the cooler storage 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 - eight hundred thousand (800,000) freezer cubic feet available.
   b. Cooler – one hundred and fifty thousand (150,000) cooler cubic feet available.
   c. Dry – four hundred and twenty thousand (420,000) dry cubic feet available.
   d. Special care – one hundred and eighty thousand (180,000) cubic feet (for staging).

2. There shall be a minimum of eight (8) truck docks four (4) truck docks for unloading and four (4) truck docks for loading, with the daily capacity for unloading full trucks.

C. ASI or AIB Audits: The successful bidder will be reviewed by the American Sanitation Institute (ASI) or the American Institute of Baking (AIB) 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 AIB within the past twelve (12) months and meets, the minimum score the current audit report will be accepted by the State of Ohio. Otherwise, upon request from State Purchasing the bidders must submit the original signed report from ASI or AIB indicating the bidder has achieved the minimum score of the 85th percentile or above within twenty-one calendar days of notification. Thereafter, the successful vendor shall be reviewed annually by ASI or AIB and shall maintain a minimum score as indicated below:

   ASI or AIB - 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 AIB 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 per region and average monthly throughput of 80,000 cases per month over the last three years for two regions. This volume must have been demonstrated for six (6) months in each of the three (3) years. At a minimum 50% of the 40,000 cases (80,000 cases for two regions) 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 three years shall include: YEAR 1 - JULY 2008 THROUGH JUNE 2009; YEAR 2 – JULY 2009 THROUGH JUNE 2010; YEAR 3 – JULY 2010 THROUGH JUNE 2011. The format for presenting this data is included with this ITB, page 31. 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. Warehouse Legal Liability: Contractor agrees to maintain warehouse legal liability insurance at a limit not less than $2,000,000 per occurrence, and covers the loss, damage, or destruction of property in the care, custody, and control of the Contractor per location if requested.

G. 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.

H. 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 54

D. Attachment 1, Standard Affirmation and Disclosure Form – Page 25

E. Attachment 2, Company Profile Form - Page 27

F. Attachment 3, Bidder References – Page 28

G. Attachment 4, Bidder Disclosure Statements – Page 29

H. Attachment 5, Disaster Response Commitment – Page 30

I. Throughput Report - Page 31

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. 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 AIB audit reports received in last 12 months or the submission of an original signed report from ASI or AIB as describe in section XV.C.

L. Certificate of Insurance: An insurance acord shall be submitted with the bid response. The insurance acord 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. 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

N. 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.

O. 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://eodreporting.oit.ohio.gov/searchEODReporting.aspx. 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.

P. 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 or 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.

Q. 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

R. 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 54), 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 & CONTRACTORS INDEX – See Page 54

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?		
G	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 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

	July 08	Aug 08	Sept 08	Oct 08	Nov 08	Dec 08	Jan 09	Feb 09	Mar 09	Apr 09	May 09	June 09	Total
In													
Out													
Total													
Frozen													

Year 2

	July 09	Aug 09	Sept 09	Oct 09	Nov 09	Dec 09	Jan 10	Feb 10	Mar 10	Apr 10	May 10	June 10	Total
In													
Out													
Total													
Frozen													

Year 3

	July 10	Aug 10	Sept 10	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	June 11	Total
In													
Out													
Total													
Frozen													

Ohio Department of Education, Office for Child Nutrition (OCN) **01/16/2012**

CATS (Commodity Allocation and Tracking System)

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) **01/16/2012**

CATS (Commodity Allocation and Tracking System)

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) **01/16/2012**

CATS (Commodity Allocation and Tracking System)

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)	"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)	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

Ohio Department of Education, Office for Child Nutrition (OCN) 01/16/2012

CATS (Commodity Allocation and Tracking System)

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) **12/28/2011**

CATS (Commodity Allocation and Tracking System)

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

Ohio Department of Education, Office for Child Nutrition (OCN) **12/28/2011**

CATS (Commodity Allocation and Tracking System)

Agency Closed Delivery Days (Sent to Warehouses)

File Name: **IrnClosedDays 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) **12/28/2011**

CATS (Commodity Allocation and Tracking System)

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

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 Cobbettes 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	300	0	0	300	0

Warehouse Inventory Summary Rep

EXHIBIT H

EVALUATION FORMAT

AN EXAMPLE FOR A WAREHOUSE REGION

	YEAR 1			YEAR 2			YEAR 3			
Storage, Handling, and Delivery	**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	
F. (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	**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 44 “Evaluation Format Notes and Calculations” for explanation of items 1-18 above.

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

	September 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 44 “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 Storage[2].

[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. Delivery Services to commence on November 1, 2012.

[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 = 0.0276.

[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		
	Sub-total Recurring Storage	20,000			$880.00	
	Receipts (1st-15th)					
	Dry	2,400	$0.02	$48.00		
	Cooler	800	$0.04	$32.00		
	Frozen	6,800	$0.06	$408.00		
	Sub-total Storage - Receipts (1st-15th)	10,000			$488.00	
	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		
	Sub-total Storage Receipts (16th-End of month)	5,000			$122.00	
	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		
	Frozen	13,600	$0.75	$10,200.00		
	Total Delivery	20,000				**$15,000.00**

		Number	Bid Price Per Transfer	Transfer Cost		
INTRASTATE TRANFERS 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
00351	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
100018	AM CHEESE SLICED	6/5 LB	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
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
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

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
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
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

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
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
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

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
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)

ORIGINAL: Send to Kansas City Commodity Office, (Include all supporting Documentation) .

PLEASE FIND LINKS BELOW FOR INSTRUCTIONS 709-5 AND INDIVIDUAL LINKS FOR THE NORTHEAST, NORTHWEST & SOUTH REGIONS DATA PACKAGES.

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

REGION DATA PACKAGES

PDF File:

Northeast Ohio Warehouse Region Data Package.pdf

NW Ohio Warehouse Region Data Package.pdf

South Ohio Warehouse Region Data Package.pdf

Excel File:

Data Package Supplemental Document - Northeast Region.xls

Data Package Supplemental Document - Northwest Region.xls

Data Package Supplemental Document - South Region.xls

Additional Supplemental Information.

EXISTING CATS – CATS system utilized in program year 2011 – 2012 while the new CATS 12 system will commence in program year 2012 – 2013.

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

This information is provided so bidders could compare with the similar page presented in the ITB presenting the Delivery Confirmation Record Layout in the new CATS 12 system layout.

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

This information is provided so bidders could compare with the similar page presented in the ITB presenting the Delivery Notification Record Layout in the new CATS 12 system layout.

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

This information is provided so bidders could compare with the similar page presented in the ITB presenting the Receipt Confirmation Record Layout in the new CATS 12 system layout.

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

This information is provided so bidders could compare with the similar page presented in the ITB presenting the Shipping Notification Record Layout in the new CATS 12 system layout.

RECEIPTS BY COMMODITY

Receipts by Commodity by Month 2010 - 2011.xlsx

PRICE SCHEDULES & CONTRACTORS INDEX

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 for each region.

B. NORTHEAST REGION: CONTRACTOR - Miami Valley Cold Storage, Inc. CONTRACT NO. OT901813-1
To provide all services described in this Bid to eight (8) Northeast Ohio counties.

	BID PRICE - PER CASE – PER MONTH								
	09/28/12 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*	.01	.01	.49	.02	.04	.50	.02	.04	.50
HANDLING**	.25	.25	.25	.25	.25	.25	.25	.25	.25
DELIVERY (INSIDE)***	1.15	1.15	1.15	1.20	1.20	1.20	1.20	1.20	1.20

INTRASTATE TRANSFER BID	9/28/12 through 6/30/13	7/01/13 through 6/30/14	7/01/14 through 6/30/15
INTRASTATE TRANSFER TRUCKLOAD TRIP BID PRICE	700.00	700.00	700.00
INTRASTATE TRANSFER HALF-TRUCKLOAD BID PRICE	600.00	600.00	600.00
INTRASTATE TRANSFER BACKHAUL BID PRICE	350.00	350.00	350.00

* 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.
*** Delivery Services to commence on November 1, 2012.

ITEM NO. 23324 Storage cost = storage and handling Variable pricing for OAKS purchase orders
ITEM NO. 23325 Transportation cost = delivery and transfers Variable pricing for OAKS purchase orders

C. NORTHWEST REGION: CONTRACTOR - SYSCO Food Services of Cleveland, Inc. CONTRACT NO. OT901813-2
To provide all services described in this Bid to twenty-seven (27) Northwest Ohio counties.

	BID PRICE - PER CASE – PER MONTH								
	09/28/12 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*	.15	.10	.30	.15	.10	.30	.15	.10	.30
HANDLING**	.20	.20	.45	.20	.20	.45	.20	.20	.45
DELIVERY (INSIDE)***	1.25	1.00	1.35	1.25	1.00	1.40	1.25	1.00	1.45

INTRASTATE TRANSFER BID	9/28/12 through 6/30/13	7/01/13 through 6/30/14	7/01/14 through 6/30/15
INTRASTATE TRANSFER TRUCKLOAD TRIP BID PRICE	350.00	350.00	350.00
INTRASTATE TRANSFER HALF-TRUCKLOAD BID PRICE	250.00	250.00	250.00
INTRASTATE TRANSFER BACKHAUL BID PRICE	200.00	200.00	200.00

* 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.
*** Delivery Services to commence on November 1, 2012.

ITEM NO. 23326 Storage cost = storage and handling Variable pricing for OAKS purchase orders
ITEM NO. 23327 Transportation cost = delivery and transfers Variable pricing for OAKS purchase orders

D. SOUTH REGION: CONTRACTOR - SYSCO Food Services of Cincinnati, Inc. CONTRACT NO. OT901813-3
To provide all services described in this Bid to twenty eight (28) South Ohio counties.

	BID PRICE - PER CASE – PER MONTH								
	09/28/12 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*	.20	.22	.28	.21	.23	.29	.22	.24	.30
HANDLING**	.20	.20	.20	.21	.21	.21	.22	.22	.22
DELIVERY (INSIDE)***	.90	.90	.90	.95	.95	.95	1.00	1.00	1.00

INTRASTATE TRANSFER BID	9/28/12 through 6/30/13	7/01/13 through 6/30/14	7/01/14 through 6/30/15

INTRASTATE TRANSFER TRUCKLOAD TRIP BID PRICE	575.00	575.00	575.00
INTRASTATE TRANSFER HALF-TRUCKLOAD BID PRICE	380.00	380.00	380.00
INTRASTATE TRANSFER BACKHAUL BID PRICE	295.00	295.00	295.00

* 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.
*** Delivery Services to commence on November 1, 2012.

ITEM NO. 23328	Storage cost = storage and handling	Variable pricing for OAKS purchase orders
ITEM NO. 23329	Transportation cost = delivery and transfers	Variable pricing for OAKS purchase orders

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: OT901813-1

154484
Miami Valley Cold Storage, Inc.
dba Terminal Cold Storage, Inc.
20-60 Eaker Street
Dayton, OH 45402

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Ms. Brenda J. Neroni, Ext. 20
Ms. Cindy Watkins, Ext. 10

Toll Free: (888) 223-3138
Telephone: (937) 223-3138
Fax: (937) 223-7870
Email: brenda.neroni@terminalcold.com

CONTRACTOR AND TERMS:

BID/CONTRACT NO: OT901813-2

72290
Sysco Food Services of Cleveland, Inc.
P.O. Box 94570
Cleveland, OH 44135

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Stas Georgiadis

Toll Free: (800) 587-4580, Ext. 3736
Telephone: (216) 201-3736
Fax: (216) 201-3580
Email: georgiadis.stas@cle.sysco.com

CONTRACTOR AND TERMS:

BID/CONTRACT NO: OT901813-3

81383
Sysco Food Services of Cincinnati
P.O. Box 62066
Cincinnati, OH 45262-0066

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Michael Seamon

Toll Free: (800) 326-1112, Ext. 362
Telephone: (513) 563-6300
Fax: (513) 483-6724
Email: seamon.michael@cin.sysco.com