

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

REQUIREMENTS CONTRACT: PRODUCE: FRESH FRUITS AND VEGETABLES

CONTRACT No.: OT904110

EFFECTIVE DATES: 01/01/10 to 02/28/11*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904110 that opened on 11/13/09. 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 state institutions listed herein, 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:

Jennifer Dammeyer, CPPB
Jennifer.Dammeyer@das.state.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>

* To notify that the contract will be terminated for convenience effective February 28, 2011 with amendment 2.

Signed: _____
Hugh Quill, Director Date

TABLE OF CONTENTS

<u>CLAUSE</u>	<u>PAGE NO.</u>
Amendments to Contract Terms and Conditions	3
Applicable Documents	5
Classification	4, 5
Contract Award	3
Contractor Information	22
Contractor Qualifications	8, 9
Contractor Responsibilities	9, 10
Delivery	7
Delivery and Acceptance	3
Documentation	3, 11-15
Evaluation	3
Fill Rate	8
Guaranty	6
Institution Responsibilities	10
Minimum Order	3
Ohio-grown Produce	8
Order Procedure	6, 7
Packaging	6
Packaging and Labeling	7, 8
Price Schedule – Category A	19-21
Price Schedule – Category B	21
Price Schedule – Category C	21
Pricing	10, 11
Quality	5, 6
Recall Notification	8
Scope	4
Usage Reports	3

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

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency in accordance with the delivery requirements specified herein and in accordance with paragraphs S-8, S-9, and S-10 of the Supplemental Contract Terms and Conditions. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DOCUMENTATION: See section VIII.

EVALUATION: Category A lists line items that may be required by state institutions, along with the estimated annual requirements for the item. Category B shall include all items not listed in Category A. The dollar amount used to evaluate Category B has been determined by review of contract usage history for the past year. Category C requests a price for breaking a case, along with the estimated annual frequency this will occur, based on review of contract history for the past year.

Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms, and Conditions for Bidding". In addition, to determine the low lot total price of the bid, the state will:

1. Category A: Add the laid in cost per each/carton/bag determined from information provided in Attachment A to the mark up offered per each/carton/bag offered on the bid pricing page to obtain the bid price of each item. The bid price of each item will be multiplied by the annual estimated usage to obtain a line item total. The line item totals for all items in the category will then be added to obtain a category total.
2. Category B: Add to the \$50,000.00 laid in cost used for evaluation purposes the percentage amount offered by the bidder as a markup.
3. Category C: Multiply the price offered for breaking a case by the number of times broken case orders are estimated to occur annually.
3. Add the totals from Categories A, B and C to determine the lot total.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Lot total will be determined as indicated above. Failure to bid all items in Category A, to enter a percentage in Category B and/or to provide documentation of laid in costs may result in the bidder being deemed as not responsive. Failure to offer a price for Category C (broken case charge) shall be construed as no charge for this service, both in the bid evaluation and under any contract issued pursuant to this bid.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than one hundred (\$100.00) dollars.

USAGE REPORTS: See section V.D.

SPECIFICATION

I. SCOPE AND CLASSIFICATION

A. Scope: The purpose of this bid is to obtain a contractor to supply and deliver fresh fruits and vegetables for food service at state of Ohio institutions. No items other than fresh produce or processed fresh produce shall be provided under any contract issued pursuant to this Invitation to Bid (prepared salads, bottled water, shell and/or boiled eggs, cheese, dairy products, snacks, etc.). Failure of the contractor to meet this specification may result in termination of the contract. The term of any contract issued pursuant to this bid shall be three (3) years, from January 1, 2010 to December 31, 2012.

B. Classification: The products covered by these specifications shall include, but shall not be limited to, the following:

1. Fruits

- a. Apples
- b. Avocadoes
- c. Bananas
- d. Blueberries
- e. Cantaloupes
- f. Clementine
- g. Dates
- h. Grapefruit
- i. Grapes
- j. Honeydew
- k. Kiwi
- l. Lemons
- m. Nectarines
- n. Oranges
- o. Peaches
- p. Pears
- q. Pineapple
- r. Plums
- s. Strawberries
- t. Tangerines
- u. Tangelos
- v. Watermelon

2. Vegetables

- a. Beans, Green
- b. Broccoli
- c. Cabbage, Green
- d. Cabbage, Red
- e. Carrots, Loose
- f. Carrots, Cut, Peeled, Ready-To-Eat
- g. Cauliflower
- h. Celery
- i. Corn, Sweet
- j. Cucumbers
- k. Lettuce
- l. Mushrooms
- m. Onions, Green
- n. Onions, Red
- o. Onions, Yellow, Jumbo
- p. Peppers, Bell, Green
- q. Peppers, Bell, Red
- r. Peppers, Bell, Yellow

SPECIFICATION (Cont'd.)

- s. Potatoes, Idaho
- t. Potatoes, Red
- u. Potatoes, Russet
- v. Potatoes, White
- w. Radishes
- x. Squash, Zucchini
- y. Tomatoes, 5x6
- z. Tomatoes, 6x6
- aa. Tomatoes, Cherry
- bb. Tomatoes, Grape
- cc. Yam

3. Processed Fruits/Vegetables

May include, but shall not be limited to, the following:

- a. Carrot Sticks
- b. Celery, Diced
- c. Celery Sticks
- d. Lettuce, Chopped
- e. Lettuce, Shredded
- f. Onion, Diced
- g. Peppers, Bell, Green, Diced
- h. Slaw Mix (Shredded cabbage and carrots)
- i. Salad, Tossed
- j. Tomatoes, Diced

II. APPLICABLE DOCUMENTS

- A. United States Department of Agriculture (USDA) Grade Standards for Fresh Vegetables and any amendments thereto. Grade standards for vegetables are available at:

<http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.do?template=TemplateN&page=FreshMarketVegetableStandards>

- B. United States Department of Agriculture Grade Standards for Fresh Fruits and any amendments thereto. Grade standards for fruits are available at:

<http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.do?template=TemplateN&page=FreshMarketFruitStandards>

- C. Perishable Agricultural Commodities Act (PACA), 1930 (7 U.S.C. Parts 46 through 48 and 50 through 52) and any amendments thereto. The specified clauses from the Code of Federal Regulations are available at:

http://www.access.gpo.gov/nara/cfr/waisidx_09/7cfrv2_09.html

- D. Ohio's Fresh Fruit and Vegetable Harvest Calendar. The harvest calendar is available at <http://ourohio.org/index.php?page=whats-in-season>

III. GENERAL REQUIREMENTS

A. Quality

1. All produce shall be U. S. Number 1 quality, as defined in the applicable grade standards.

SPECIFICATION (Cont'd.)

2. All items shall be as fresh as possible with minimal processing.
3. The contractor shall guarantee the freshness and quality of produce delivered. Product deemed unacceptable by institution shall be rejected. Reasons for rejection of product shall included, but not necessarily be limited to:
 - a. Product or excess product shipped due to contractor error
 - b. Product damaged in shipment
 - c. Product with concealed or latent damage
 - d. Product not meeting shelf life requirements
 - e. Product not meeting minimum quality requirements
 - f. Product delivered in unsanitary delivery vehicles
 - g. Product not transported in temperature controlled delivery vehicles

Rejected product shall be replaced by contractor within forty-eight (48) hours with no additional delivery charge. Repeated occurrences of rejected product may be basis for immediate cancellation of contract.

4. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the state or the state's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.
- B. All items provided that are not of domestic source shall be labeled as to country of origin. If items are not individually labeled regarding country of origin, the package in which they are provided to institutions shall be clearly marked with a label or stamp providing country of origin information.
- C. Processed vegetables are not to be treated with any preservatives or chemicals during the preparation and packaging process.
- D. Packaging
1. Items shall be shipped in original cartons in sizes standard to the industry or shall be repacked in less than case quantities, if needed.
 2. Processed items will be gas flushed and packed in approved barrier bags and packed without chemical preservatives.
- E. Order Procedure
1. Institutions shall issue a monthly or quarterly blanket purchase order for produce against which invoices will be vouchered for payment.
 2. Contractor shall develop a mutually acceptable system for issuing weekly price lists to institutions and receiving orders, e.g. contractor will email a weekly price list/order sheet on a selected day of the week to institutions for the following week's delivery, with institutions completing the order sheet and faxing same to contractor within two (2) business days, or other similar system. The weekly price/order sheet distributed to state institutions by the contractor shall also be emailed to the Office of State Purchasing. Orders may also be placed utilizing contractor's electronic method of order placement. Electronic order system utilization shall not result in any cost to the state of Ohio for software or training. If electronic order system is utilized, contractor shall be responsible for any user training required. User training shall be provided onsite. Should an order not be received from an institution by the deadline provided by the Contractor, the Contractor shall contact the institution via email and telephone regarding the missing order.

SPECIFICATION (Cont'd.)

3. If an item ordered by an institution is unavailable, is unavailable in stage of ripeness specified or is unavailable in size/count ordered, the contractor shall contact the institution prior to delivery. The contractor shall find out if institution would like to revise the size/count/stage of ripeness for the item in question, to delete the item from the order or to order another item instead. The ordering system developed under paragraph III.E.2. above shall allow time for such issues to be addressed. No unauthorized substitutions shall be made by the contractor.
4. Should an institution require delivery of less than the standard carton packaging for an item (broken case), the contractor shall provide same, adding the broken case charge, if any, to the item price.

F. Delivery

1. Deliveries shall be made in accordance with the delivery schedule specified in paragraph V.A.
2. If the contractor's delivery truck arrives at the institution and is advised by institution personnel that contractor will be unable to complete the delivery within a reasonable timeframe (approximately one hour) due to security issues, etc. at the institution, the contractor shall proceed with any other deliveries due at other institutions. Contractor shall contact the institution by telephone later the same day to verify whether acceptance of delivery is possible that day. If institution is unable to receive delivery later that day, the contractor shall redeliver the following day. If the contractor has no deliveries scheduled in the vicinity of the institution on the re-delivery day, the contractor may charge the institution round trip map mileage at the rate of \$0.60 per mile. Mileage charges shall be added to the invoice as a separate line item.
3. All products purchased on any contract awarded pursuant to this bid shall be shipped directly from the contractor's produce distribution center with a refrigerated warehouse appropriate to the variety of fruits and vegetables stored within.
4. Refrigerated items shall be transported in a sanitary vehicle pre-cooled to a minimum temperature of 35 degrees Fahrenheit and a maximum temperature of 45 degrees Fahrenheit. Vehicle shall be capable of maintaining temperature within specified range to destination(s).
5. Deliveries will not be accepted on Saturday, Sunday, or on state-observed holidays, unless otherwise agreed to by an institution. Contractor and institutions shall make mutually agreeable arrangements for delivery to be made the business day before or after said holiday. State-observed holidays are:
 - a. New Year's Day
 - b. Martin Luther King, Jr. Day
 - c. President's Day
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Veterans Day
 - h. Columbus Day
 - i. Thanksgiving Day
 - j. Christmas Day
6. Contractor's delivery personnel shall provide prompt and efficient service.
7. Contractor's delivery personnel shall make inside dock delivery. Institution personnel and/or their designees shall not participate in unloading contractor's truck.

G. Packaging and Labeling

1. Packing and packaging shall be in accordance with good commercial practice. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

SPECIFICATION (Cont'd.)

2. Labeling shall be in accordance with commercial labeling plying with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Standard precautionary markings such as "Keep Refrigerated" shall be used on all cases when appropriate.

- H. Fill Rate: The order fill rate shall be at least 98% without substitutions for produce. Order fill rates shall be calculated on an on-time, per order basis as follows:

The number of cases accepted divided by the number of cases ordered multiplied by 100 shall determine the fill rate percentage.

Definitions

1. Cases accepted shall be product the customer received with the exception of damaged cases, mis-picks and/or product substitutions.
2. Cases ordered shall be product requested by the customer.

Calculation of the fill rate shall not include rejected product, damaged cases, mis-picks and/or product substitutions. No other method of fill rate calculation shall be accepted.

- I. Recall Notification: In the event of a product recall, the contractor shall provide written notification to the Office of State Purchasing and each institution that has received the recalled product as soon as possible. The notices shall include, at a minimum, a complete product description, contract and delivery order number, reason for the recall, level of the recall, the amount of product delivered to the institution(s) and disposition instructions. The contractor shall provide product replacement or credit for any product removed or recalled. Each institution shall have the option of either accepting replacement product or receiving credit for product removed/recalled.
- J. Ohio-Grown Produce: When seasonally available, of the specified quality and of competitive price, the state's preference is for Ohio-grown produce.

IV. CONTRACTOR QUALIFICATIONS

- A. The contractor shall be a full line fruit and vegetable distributor having an established, permanent business for which all bonding and/or licensing requirements have been met. Fixed or established place of business shall mean, but shall not be limited to, a permanent structure, warehouse or building at which:
1. Necessary and appropriate produce and produce handling equipment and fixtures are maintained
 2. An adequate quantity of inventory is stored, offered for sale, sold, and delivered
 3. Specifically designated personnel are available to handle transactions during appropriate and specified business hours
- B. The bidder shall possess and maintain a valid Perishable Agricultural Commodities Act (PACA) license throughout the term of the contract. Failure to maintain a valid PACA license during the contract term may result in termination of contract.
- C. Contractor shall have a current Blue Book (Produce Reporter Co.) rating of at least "C" for payment description and at least "XXX" for moral responsibility.
- D. Fill Rate: Bidder shall have maintained a 98% or better fill rate for the past twelve (12) months for large customers. Fill rate shall be determined as specified in paragraph III.H.

SPECIFICATION (Cont'd.)

- E. The Contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:
1. Standardized product quality
 2. Usage of first-in, first-out (FIFO) principles
 3. Shelf life monitoring
 4. Items free of damage
 5. Selection and delivery of correct items and quantities
 6. Customer satisfaction monitoring
 7. Satisfactory corrective action and resolution of complaints
 8. Prompt reporting of product recalls to institutions and the Office of State Purchasing
- F. The Contractor shall develop and maintain a sanitation and pest control program for food items in both storage facilities and delivery equipment in compliance with industry standards, federal, state and local laws and regulations. Records of inspections shall be maintained and made available to the Office of State Purchasing upon request. Any inspection findings documenting a critical sanitation deficiency shall be reported immediately to the Office of State Purchasing, along with an attached report of corrective action.

V. CONTRACTOR RESPONSIBILITIES

- A. Delivery Schedule: Upon receipt of contract, contractor shall contact institutions to establish a mutually agreeable weekly delivery schedule. The Contractor may be required to make two (2) deliveries per week to some state institutions at no additional charge. Those institutions choosing to receive a second weekly delivery shall do so on a consistent basis throughout the term of the contract and not on an "as needed" basis. Institution list is specified in section VIII.B. The delivery schedule should indicate a delivery time, plus or minus one hour. It is recognized by the state that weather conditions may cause delays, as well as security-related issues at some institutions. Repeated occurrences of late delivery caused by factors other than those cited above may be basis for immediate cancellation of contract.
- B. Customer Service
1. Contractor's Contact: The contractor shall designate a contact who shall serve as a liaison between the Contractor and institutions, shall be responsible for operation and administration of the contract, shall be responsible for reports/audit documentation and who shall respond to the Office of State Purchasing and institutions in a timely manner. The name and contact information of the customer service representative(s) shall be made available to the Office of State Purchasing and all state institution food service contacts.
 2. Market Report: The Contractor shall provide a brief cover note to the institutions/Office of State Purchasing with the weekly ordering/price list. The note shall address market conditions, supply availability, product quality, associated growing areas, price trends, weather conditions and handling tips. The note shall also address cost effective alternatives available.
- C. The contractor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the state of Ohio. The state reserves the right to inspect the contractor's and/or subcontractor's facilities and audit records, including purchasing records and original invoices during the term of any contract issued pursuant to this bid to verify price accuracy and recoup overcharges. Records and facilities shall be made available for audit within ten (10) days prior notice. State personnel may include the Office of State Auditor, the Office of State Purchasing, any using agency, the Ohio State Highway Patrol, and the Ohio and/or United States Department of Agriculture. Financial and accounting records shall be made available at the contractor's office upon request from the state of Ohio, its designees or the Ohio Auditor of State at any time during the contract period and any renewal thereof, and for three (3) years from expiration date and final payment on the contract or renewal thereof.
- D. Reports: All reports shall be in the form of an unprotected Excel spreadsheet and shall be emailed to Jennifer Dammeyer, CPPB*, Office of State Purchasing at elizabeth.lind@das.state.oh.us. Reports shall be prepared and submitted every six (6) months.

SPECIFICATION (Cont'd.)

1. Contract Usage Reports: The contract usage reports shall be prepared as follows:
 - a. Descending Dollar Value Report – The report shall be organized by line item containing the item description, pack, size, quantity and total dollar value of the quantity delivered. The report shall be prepared for the state as a whole and also by institution.
 - b. Grower/Supplier Report – The report shall be organized by grower/supplier and shall list all items purchased, quantity and dollar value. The report shall note whether the source of the product is a grower or a supplier.
2. Ohio-Grown Product Report: The report shall be organized by line item and shall include only those line items for which the contractor supplied Ohio-grown produce during the reporting period. The report shall list both Ohio-grown and non-Ohio-grown quantities for each applicable line item during the reporting period. The report shall contain the item description, pack, size, quantity and total dollar value of the quantity delivered. The report shall be prepared for the state as a whole.
3. Fill Rate Report: The fill rate shall be determined as specified in paragraph III.H. The report shall be prepared for the state as a whole and also by institution. The report shall address the fill rate both with and without substitutions and shall include a list of items that were not in stock, rejected, damaged, substitutes and mis-picks.

VI. INSTITUTION RESPONSIBILITIES

- A. Institution shall place weekly orders to contractor in a timely manner, in accordance with procedure specified in paragraph V.A. Failure to order in a timely manner negatively impacts the contractor's ability to operate effectively and to make timely deliveries. Repeated failure of institution to comply with this specification will result in referral of the issue by the contractor to the Office of State Purchasing for resolution.
- B. Institution personnel shall be present at dock to review invoice and verify quantities received prior to removing produce from dock to refrigeration.
- C. Institution shall practice proper food rotation procedures and shall store produce under proper refrigeration temperatures.

VII. PRICING

A. Definitions

1. Laid In Cost: Shall be defined as the cost to the contractor of the fresh product, "field brokerage", FOB shipping point plus freight, cooling, top ice, temperature recorder to the produce distribution center. This shall include all costs associated with "laying in" the product to the distribution center. The laid in cost is a variable component of the total price is defined as the last invoice price the contractor has paid to a grower or supplier (including freight) for delivery to the contractor's facility.
2. Mark Up: Shall be defined as the price added to laid in costs by the contractor for Category A items listed on the bid pricing page. Mark up shall cover all costs associated with providing the required products listed herein not covered by laid in cost, including but not limited to, transportation to institutions, processing, packaging, wages, benefits, overhead, profit, etc. The markup is a firm, fixed component of the total price.
3. Broken Case: An item pick representing a quantity less than a full case.

SPECIFICATION (Cont'd.)

B. Bid Pricing

1. Pricing for Category A Items Listed on Bid Pricing Page: Bidder shall indicate the laid in cost per each/carton/bag on Attachment A and the markup per each/carton/bag in the column provided on the bid pricing page.
2. Pricing for Category B on Bid Pricing Page: Bidder shall indicate the percentage of laid in cost to be added to the laid in cost to obtain a total price for item(s).
3. Pricing for Category C on Bid Pricing Page: Bidder shall indicate the charge to be added to the total item price, if any, for breaking a case.

C. Contract Pricing

1. The contractor shall utilize the latest invoice method of laid in cost determination, which shall be the basis for determining the product price until another delivery of the item has been received. This will be the only method of determining product cost to be utilized throughout the contract term.
2. Contractor shall issue a weekly price list/order sheet to institutions. The weekly price list/order sheet shall list only the total price for each item (laid in cost plus markup and/or laid in cost plus percentage of laid in cost, as applicable).

VIII. BID RESPONSE

A. Documentation

1. Documentation of laid in costs (legible copies of supplier invoices and bills of lading) should be submitted with the bid response for each item in Category A and information from same shall be listed on Attachment A to the bid. For purpose of evaluation, laid in costs for the week of August 31 through September 4, 2009 shall be used. All invoices shall be from sources the bidder plans to use during the term of any contract issued pursuant to this bid. The invoices shall include, but shall not be limited to, the following information:
 - a. Grower/supplier company name
 - b. Bidder company name
 - c. Invoice date
 - d. Item description
 - e. Quantity
 - f. Price

If the invoice for the item does not include the cost of transport to the bidder's facility, the bidder shall submit copies of bills of lading for the item(s). If several items are included on the bill of lading, the bidder shall attach to the copy a breakdown of the amount of freight cost to be assigned to each item on that bill of lading. An explanation of how the breakdown was determined shall be included.

If the bidder has received more than one delivery of any item(s) for the specified week, copies of all invoices and bills of lading for the specified week shall be forwarded with the bid response. In the case of multiple purchases of an item for the specified week by the bidder, the Office of State Purchasing will use a weighted average laid in cost for item.

If an item(s) in Category A was not delivered to the bidder in the week specified above, invoice(s), etc. for the latest week's delivery of the item previous to that of August 31 through September 4, 2009 shall be submitted and used in the evaluation. In the event an item has not been purchased in the past year, the bidder shall obtain a quote for the product, including freight costs to their facility to submit with the bid response. All quotes shall be marked as such. Invoices are preferred over quotes. Failure to submit pricing/invoices for all items in Category A will deem the bid not responsive and no further consideration for award will be given.

SPECIFICATION (Cont'd.)

2. A copy of the current Perishable Agricultural Commodities Act (PACA) license should be submitted with the bid response.
3. The bidder should prepare a document discussing the firm's fresh fruit and vegetable corporate experience. Information provided shall include:
 - a. Number of years as a full-line fresh fruit and vegetable distributor
 - b. Calendar years 2008 and 2009 (through 09/30/09) annual dollar value sales
 - c. Current total number of full-line fresh fruit and vegetable accounts
 - d. Average number of deliveries per week during calendar years 2008 and 2009 (through 09/30/09)
4. The bidder shall provide, with the bid response, information regarding their facility resources (facility(ies) location, total number of square feet, square feet of climate controlled area, number of buildings, type of buildings, etc.). The information provided shall include a discussion of the different temperatures and humidity settings in the warehouse and how the settings are monitored.
5. The bidder should provide documentation that a 98% or better fill rate has been maintained for the past twelve (12) months for large customers. Documentation may consist of a certification on the bidder's company letterhead signed by an officer of the company.
6. The bidder shall submit copies of their three (3) most recent independent warehouse audits (ASI, AIB, etc.) as well as any state or USDA warehouse inspection reports performed within the last eighteen (18) months.
7. The bidder should provide, with the bid response, a brief performance record of their three (3) highest dollar value contracts over the last three (3) years. Address the following for each of the contracts:
 - a. Account name
 - b. Length of time account has been maintained
 - c. Annual dollar value
 - d. Number of delivery locations
 - e. Average number of line items per delivery
 - f. On time delivery percentage
 - g. Order fill rate (cases ordered versus cases accepted) without substitutions annually
 - h. Point of contact
 - i. Telephone number for point of contact

The performance records provided may be utilized as references for the bidder. Information requested may include verification of information supplied by bidder, effectiveness of bidder's personnel, and bidder's contract performance.
8. The bidder should provide, with the bid response, information regarding their quality control program (including qualifications and experience of bidder's quality control personnel and the type of training required and/or provided).
9. The bidder should provide, with the bid response, a description of their sanitation and pest control program for all facilities/equipment.
10. The bidder should submit a written description of the company's plan for providing produce to all institutions listed herein and how the plan fits in with current company operation. Information to be included:
 - a. Current open warehouse space (square footage)
 - b. Percentage of open warehouse space available
 - c. Current delivery fleet and how any contract awarded pursuant to this bid will impact the current delivery fleet
 - d. Plans for acquiring and/or leasing additional warehouses space and/or delivery vehicles
 - e. Any plans to subcontract any deliveries with documentation of your relationship with the subcontractor and which customers will be supported by the subcontractor.

SPECIFICATION (Cont'd.)

11. As specified in paragraph III.J., the state's preference is for Ohio-grown produce. The bidder shall submit, on company letterhead and signed, a written plan demonstrating their ability and commitment to procure Ohio-grown produce. The plan shall include Ohio-grown produce items provided to customers throughout the past year, a list of Ohio growers utilized and any planned outreach efforts to cultivate new sources.
12. The bidder should provide, with the bid response, a copy of their current Workers' Compensation Certificate, a Certificate of Insurance reflecting types and levels of coverage as specified in paragraphs S-12 and S-13 of the Supplemental Contract Terms and Conditions, a completed Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization, and an approved Affirmative Action Verification Plan letter issued by the Equal Opportunity Division of the Ohio Department of Administrative Services.

If documentation listed above is not submitted in its entirety with the bid response, it will be requested during the bid evaluation period. If documentation is requested during the evaluation period, it must be provided within five (5) business days of verbal request. Failure to supply documentation in accordance with the above specification will deem the bid not responsive.

13. During the bid evaluation, the state may request from the bidder documentation of bidder's financial condition in accordance with Ohio Revised Code Section 9.312(A). Such evidence may include, but is not limited to:
 - a. Balance sheets and revenue statements for the bidder's two (2) most recent fiscal years;
 - b. Statement of income and related earnings;
 - c. Statement of changes in financial position;
 - d. Letter from bidder's banking institution;
 - e. Statement from certified public accounting firm.

If bidder is a subsidiary of a larger corporate entity, such evidence must break out the subsidiary data.

14. If the information submitted by the bidder is insufficient to satisfy the state as to the bidder's contractual responsibility, the state may request additional information or reject the bid. The state's determination of the bidder's responsibility, for the purposes of this Invitation to Bid, shall be final. If requested, information shall be provided within five (5) business days of verbal request.
 15. During the bid evaluation, the state may request from the bidder a site visit of their facility and an oral presentation.
- B. Documentation of Laid-in Costs for Category A items: As indicated on the bid pricing pages and Attachment A, the following are the items for which the bidder shall submit documentation of laid-in costs:
1. Apples, Red Delicious, Fancy, 125 ct.
 2. Apples, Red Delicious, Fancy, 113 ct.
 3. Apples, Red Delicious, Extra Fancy, 125 ct.
 4. Apples, Red Delicious, Extra Fancy, 113 ct.
 5. Apples, Gold Delicious, Extra Fancy, 125 ct.
 6. Apples, Granny Smith, Extra Fancy, 125 ct.
 7. Avocados
 8. Bananas
 9. Blueberries

SPECIFICATION (Cont'd.)

10. Cantaloupe, 12 ct.
11. Cantaloupe, 9 ct.
12. Grapes, Flame, Large, 18 lbs./carton
13. Grapes, Red Flame, Large, 19 lbs./carton
14. Grapes, Thompson, Large, 19 lbs./carton
15. Grapefruit, Red, 48 ct.
16. Honeydew, 6 ct.
17. Kiwi, 39 ct.
18. Lemons, Choice, 115 ct.
19. Nectarine, 25 lbs., 50 ct.
20. Nectarine, 40 ct.
21. Nectarine, 50 ct., panta pak
22. Oranges, Valencia, Choice, 113 ct.
23. Oranges, Navel, Choice, 113 ct.
24. Oranges, Navel, Choice, 100 ct.
25. Peaches, 25 lb., 50 ct.
26. Peaches, 18 lb., 50 ct., panta pak
27. Pears, Bartlett, 36 lb., 120 ct.
28. Pears, D'Anjou, 120 ct.
29. Pineapple, Gold, 8 ct.
30. Plums, Black, 50 ct.
31. Plums, Red, 50 ct.
32. Tangerines, 150 ct.
33. Watermelon, 4 ct.
34. Broccoli, 14 ct.
35. Carrots, Loose, 50 lb. bag
36. Carrots, Shortcut, 15/2 lb.
37. Carrots, Shortcut, 30/1 lb.
38. Cauliflower, 12 ct.

SPECIFICATION (Cont'd.)

39. Celery, 30 ct.
 40. Celery, 24 ct.
 41. Corn, Yellow, 42 lb. carton
 42. Lettuce, Iceberg, Liner, 24 ct.
 43. Lettuce, Leaf, Green, 24 ct.
 44. Lettuce, Romaine, 24 ct.
 45. Peppers, Bell, Green, Medium
 46. Carrot Sticks, 5 lb.
 47. Celery, Diced, 5 lb.
 48. Celery Sticks, 5 lb.
 49. Lettuce Chopped, 4/5 lb.
 50. Lettuce, Shredded, 2/5 lb. and 4/5 lb.
 51. Onion, Diced, 5 lb.
 52. Peppers, Bell, Green, Diced, 5 lb.
 53. Salad, Tossed, 2/5 lb. and 4/5 lb.
 54. Slaw Mix (Shredded Cabbage and Carrots), 4/5 lb.
 55. Tomatoes, Diced, 5 lb.
- C. Bid Response Organization: The bid response shall be placed in a binder and organized as follows, from front to back:
1. Bid document, page one signed and dated in blue ink, pages 2 completed, bid pricing pages and Attachment A completed.
 2. Documentation for Attachment A (see section VIII.A.1.)
 3. Copy of PACA license (see sections IV.B. and VIII.A.2.)
 4. Overview of bidder's corporate experience (see section VIII.A.3.)
 5. Narrative of bidder's facility resources and monitoring of same (see section VIII.A.4.)
 6. Documentation of bidder's fill rate (see section VIII.A.5.)
 7. Copies of warehouse audits (see section VIII.A.6.)
 8. References (see section VIII.A.7.)
 9. Narrative of bidder's quality control program (see section VIII.A.8.)
 10. Narrative of bidder's sanitation and pest control program (see section VIII.A.9.)

SPECIFICATION (Cont'd.)

11. Business impact and plan concerning award of any contract issued pursuant to this bid (see section VIII.A.10.)
12. Narrative of bidder's plan regarding Ohio-grown produce (see section VIII.A.11.)
13. Documents listed in section VIII.A.12.

IX. NOTES

- A. The following state of Ohio institutions are exempt from use of any term contract issued pursuant to this bid due to the termination of state-operated food service at the institutions:
 1. Department of Mental Health – All institutions under this department
 2. Department of Mental Retardation & Developmental Disabilities
 - a. Cambridge Developmental Center
- B. The following state of Ohio institutions will purchase produce requirements from any term contract issued pursuant to this bid. Listed below are the institution names, addresses, Food Service contacts and telephone numbers.
 1. District 1

Allen Correctional Institution, 2338 North West Street, Lima, OH 45801, Mr. John Azzarello, (419) 224-8000, Ext. 2170
 2. District 2

Northwest Ohio Developmental Center, 1101 South Detroit Avenue, Toledo, OH 43614, Mr. Stanley Griffen, Jr., (419) 385-0231
Tiffin Developmental Center, 600 North River Road, Tiffin, OH 44883, Ms. Gail Eby-Bowers or Ms. Karen Barney, (419) 447-1450, Ext. 3139
Toledo Correctional Institution, 2001 East Central Avenue, Toledo, OH 43608, Mr. Elisha Walton, (419) 726-7977
 3. District 3

Grafton Correctional Institution, 2500 South Avon-Beldon Road, Grafton, OH 44044, Ms. Mary Lou Kiessling, (440) 748-1161, Ext. 5762
Lorain Correctional Institution, 2075 South Avon-Beldon Road, Grafton, OH 44044, Mr. Joseph Kay, (440) 748-1049
Mansfield Correctional Institution, 1150 North Main Street, Mansfield, OH 44901, Mr. Lanny Imboden, (419) 525-4455
Mohican Juvenile Correctional Facility, 1012 ODNR Mohican 51, Perrysville, OH 44864, Ms. Donna Cooley, (419) 994-4127, Ext. 245
Ohio Veterans Home – Sandusky, 3416 Columbus Avenue, Sandusky, OH 44870, Mr. Tim Schultz, (419) 625-2454, Ext. 1655
Richland Correctional Institution, 1001 Olivesburg Road, Mansfield, OH 44905, Mr. Edward Ridenour, (419) 526-2100, Ext. 2424
 4. District 4

Indian River Juvenile Correctional Facility, 2775 Indian River Road, Massillon, OH 44647, Ms. Jane Eclm, (330) 834-2710
Ohio State Penitentiary, 878 Coitsville-Hubbard Road, Youngstown, OH 44505, Food Service Manager, (330) 743-0700

SPECIFICATION (Cont'd.)

Trumbull Correctional Institution, 5701 Burnett Road, Leavittsburg, OH 44430, Ms. Michele Reamensnyder, (330) 898-0820, Ext. 2096
Youngstown Developmental Center, 4891 East County Line Road, Mineral Ridge, OH 44440, Ms. Amy Fryda, (330) 544-2231

5. District 5

Mount Vernon Developmental Center, 1250 Vernonview Drive, Mount Vernon, OH 43050, Ms. Patricia Smith, (740) 393-6343
Southeastern Correctional Institution, 5900 B.I.S. Road, Lancaster, OH 43130, Mr. Charles Ressler, (740) 653-4324

6. District 6

Circleville Juvenile Correctional Facility, 640 Island Road, Circleville, OH 43113, Ms. Trudy McCullough, (740) 477-2500, Ext. 5016
Columbus Developmental Center, 1601 West Broad Street, Columbus, OH 43222, Ms. Lynne Ehret, (614) 272-3120
Correctional Reception Center, 11781 State Route 762, Orient, OH 43146, Mr. Edgar Zillner, (614) 877-2441, Ext. 7491
Corrections Medical Center, 1990 Harmon Avenue, Columbus, OH 43223, Mr. Clarence McClain, (614) 445-5960, Ext. 2409
Corrections Training Academy, 11781 State Route 762, Orient, OH 43146, Mr. Anthony Ruffin, (614) 877-4345, Ext. 285
Franklin Pre-Release Center, 1800 Harmon Avenue, Columbus, OH 43223, Ms. Tangye Hight, (614) 445-8600, Ext. 2161
London Correctional Institution, 1580 State Route 56, London, OH 43140, Mr. Dwight Pressler, (740) 852-2454, Ext. 1170
Madison Correctional Institution, 1851 State Route 56, London, OH 43140, Mr. James Smith, (740) 852-9777, Ext. 2639 or 2439
Marion Correctional Institution, 940 Marion-Williamsport Road, Marion, OH 43302, Ms. Edith Nnachetam, (740) 382-5781, Ext. 2314
North Central Correctional Institution, 690 Marion-Williamsport Road East, Marion, OH 43302, Mr. Patrick Onameh, (740) 387-7040, Ext. 2420
Ohio Reformatory for Women, 1479 Collins Avenue, Marysville, OH 43040, Mr. Robert Loeloff, (937) 642-1065, Ext. 2025
Ohio School for the Deaf, 500 Morse Road, Columbus, OH 43214, Ms. Julianna Carvi, (614) 728-4058
Ohio State School for the Blind, 5220 North High Street, Columbus, OH 43214, Mr. Bob Zoldak, (614) 752-1507
Pickaway Correctional Institution, 11781 State Route 762, Orient, OH 43146, Mr. Earl Harris, (614) 877-4362, Ext. 219
Scioto Juvenile Correctional Facility, 5993 Home Road, Delaware, OH 43015, Mr. Sean Elkins, (740) 881-3250, Ext. 240

7. District 7

Dayton Correctional Institution, 4104 Germantown Road, Dayton, OH 45417, Ms. Valerie Shaw, (937) 263-0060, Ext. 2240
Montgomery Developmental Center, 7650 Timbercrest Drive, Huber Hts., OH 45424, Ms. Marchell Hill, (937) 233-8108, Ext. 203
Montgomery Education & Pre-Release Center, 1901 South Gettysburg Avenue, Dayton, OH 45418, Ms. Jackie Walker, (937) 262-9853, Ext. 2103

8. District 8

Lebanon Correctional Institution, 3791 State Route 63, Lebanon, OH 45036, Ms. Mollie Dow, (513) 932-1211, Ext. 3112

SPECIFICATION (Cont'd.)

Southwest Ohio Developmental Center, 4399 East Bauman Lane, Batavia, OH 45103, Ms. Frooz Thielking, (513) 738-8272
Warren Correctional Institution, 5787 State Route 63, Lebanon, OH 45036, Mr. Philip Martin, (513) 932-3388, Ext. 2008

9. District 9

Chillicothe Correctional Institution, 15802 State Route 104 North, Chillicothe, OH 45601, Mr. Lloyd Turner, (740) 774-7080, Ext. 2277
Ohio River Valley Juvenile Correctional Center, 4696 Gallia Pike, Franklin Furnace, OH 45629, Ms. Kim Wilson, (740) 354-7044
Ohio Veterans Home – Georgetown, 2003 Veterans Boulevard, Georgetown, OH 45121, Ms. Gayle Chadwell, (937) 378-2900, Ext. 2750
Ross Correctional Institution, 16149 State Route 104, Chillicothe, OH 45601, Ms. Judith Hill, (740) 774-7065, Ext. 2605
Southern Ohio Correctional Facility, 1724 State Route 728, Lucasville, OH 45699, Mr. Robert Taylor, (740) 259-5544, Ext. 3463

10. District 10

Gallipolis Developmental Center, 2500 Ohio Avenue, Gallipolis, OH 45631, Mr. John Born, (740) 446-1642, Ext. 385
Hocking Correctional Facility, 16759 Snake Hollow Road, Nelsonville, OH 45764, Ms. Tracy Grimm, (740) 753-1917, Ext. 268
Noble Correctional Institution, 15708 State Route 78, Caldwell, OH 43724, Mr. Bruce Geese, (740) 732-5188, Ext. 2420

11. District 11

Belmont Correctional Institution, 68518 Bannock Road, State Route 331, St. Clairsville, OH 43950, Ms. Mildred Land, (740) 695-5169, Ext. 2601

12. District 12

Cuyahoga Hills Juvenile Correctional Facility, 4321 Green Road, Highland Hills, OH 44128, Ms. Cindy Cox, (216) 464-8200, Ext. 2236
Northeast Pre-Release Center, 2675 East 30th Street, Cleveland, OH 44101, Mr. Revonne Drake, (216) 771-6460, Ext. 2113
Warrensville Developmental Center, 4325 Green Road, Highland Hills, OH 44128, Ms. Carolyn Hope, (216) 464-7400, Ext. 462

- C. During the term of any contract issued pursuant to this bid, it is possible that institutions may be terminated from contract due to program changes/institution closure. In the event new institutions open, contractor will be responsible for providing the institution(s) produce requirements also.
- D. During the term of any contract issued pursuant to this bid, weekly orders may reflect changes in produce requirements due to changes in population, budget constraints, product availability, menu changes, past usage analysis, institution lockdown, and/or some other unanticipated circumstance.

PRICE SCHEDULE

OAKS Item ID: 2703

OAKS Item ID: 10416 (for blanket purchase orders)

Category A

ITEMS	PACK	MARK UP
Apples	Applicable count per carton	\$ 2.75 per carton
Avocados	Applicable count per carton	\$ 2.50 per carton
Bananas	40 lb. carton	\$ 2.50 per carton
Blueberries	12—1/2 pt. or 12/1 pt. containers/carton	\$ 3.00 per carton
Cantaloupe	Applicable count per carton	\$ 2.50 per carton
Clementine	4/5 lb. tray	\$ 1.00 per carton
Dates, Whole, Pitted	15 lb. carton	\$ 4.00 per carton
Grapes	16, 18 and 19 lb. cartons	\$ 2.75 per carton
Grapefruit , Red	Applicable count per carton	\$ 2.50 per carton
Honeydew	Applicable count per carton	\$ 2.50 per carton
Kiwi	Applicable count per carton	\$ 2.50 per carton
Lemons	Applicable count per carton	\$ 2.50 per carton
Nectarines	Applicable count per carton	\$ 2.50 per carton
Oranges	Applicable count per carton	\$ 2.50 per carton
Peaches	Applicable count per carton	\$ 2.50 per carton
Pears	Applicable count per carton	\$ 2.75 per carton
Pineapple, Gold	Applicable count per carton	\$ 2.50 per carton
Plums	Applicable count per carton	\$ 2.50 per carton
Strawberries	8/1 lb.	\$ 2.50 per carton
Tangerine	Applicable count per carton	\$ 2.50 per carton
Tangelo	100 ct. carton	\$ 2.50 per carton
Watermelon	Applicable count per carton	\$ 2.50 per carton

Category A (Cont'd.)

ITEMS	PACK	MARK UP
Beans, Green	30 lb. bushel or carton	\$ 2.75 per carton
Broccoli	Applicable count per carton	\$ 2.50 per carton
Cabbage, Green	50 lb. bag or carton	\$ 2.50 per bag
Cabbage, Red	50 lb. bag or carton	\$ 2.50 per bag
Carrots, Loose	25 or 50 lb. bags	\$ 2.50 per bag
Carrots, Cut, Peeled, Ready-To-Eat	30/1 lb., 15/2 lb., 24/1 lb., 12/2 lb.	\$ 2.75 per carton
Cauliflower	Applicable count per carton	\$ 2.50 per carton
Celery	24, 30 or 36 count 24 or 30 ct. sleeve	\$ 2.75 per carton
Corn, Sweet	42 lb. carton	\$ 2.50 per carton
Cucumbers	24 count carton	\$ 2.75 per carton
Lettuce	24 count carton	\$ 2.50 per carton
Mushrooms	10 lb. carton	\$ 2.50 per carton
Onions, Green	48 count carton	\$ 2.50 per carton
Onions, Red	25 lb. bag	\$ 2.50 per bag
Onions, Yellow, Jumbo	50 lb. bag	\$ 2.50 per bag
Pepper, Bell, Green	25-30 lb. carton	\$ 2.50 per carton
Potatoes, Idaho	Applicable count per carton	\$ 2.50 per carton
Potatoes, Red, A and B	50 lb. cartons or bags	\$ 2.50 per carton/bag
Potatoes, Russet	50 lb. bag	\$ 2.50 per bag
Potatoes, White	50 lb. bag	\$ 2.50 per bag
Radish	14/1 lb. carton	\$ 1.50 per carton
Squash, Medium, Zucchini	24-28 lb. carton	\$ 2.00 per carton
Tomato, 5x6	25 lb. carton	\$ 2.50 per carton
Tomato, 6x6	25 lb. carton	\$ 2.50 per carton
Tomato, Cherry	12/1 lb. carton	\$ 2.50 per carton
Tomato, Grape	12/1 lb. carton	\$ 2.50 per carton
Yams	40 or 50 lb. carton	\$ 2.75 per carton

Category A (Cont'd.)

ITEMS	PACK	MARK UP
Carrot Sticks	5 lb. bag/carton	\$ 1.50 per carton
Celery, Diced	5 lb. bag/carton	\$ 1.50 per carton
Celery Sticks	5 lb. bag/carton	\$ 1.50 per carton
Lettuce, Chopped	4/5 lb. bags/carton	\$ 2.50 per carton
Lettuce, Shredded	2/5 lb. bags/carton	\$ 1.50 per carton
Lettuce, Shredded	4/5 lb. bags/carton	\$ 2.50 per carton
Onion, Diced	5 lb. bag/carton	\$ 1.50 per carton
Peppers, Green, Diced	5 lb. bags/carton	\$ 1.50 per carton
Salad, Tossed	2/5 lb. bags/carton	\$ 1.50 per carton
Salad, Tossed	4/5 lb. bags/carton	\$ 2.50 per carton
Slaw Mix (Shredded Cabbage and Carrots)	4/5 lb. bags/carton	\$ 2.50 per carton
Tomato, Diced	5 lb. bag/carton	\$ 2.00 per carton

Category B

Percentage of laid-in cost to be added as markup for items not listed in Category A: 18

Category C

Additional charge for broken case: \$ 4.00 per case

Discount to be given for use of payment card: 0% or \$ 0

Restocking Fee for items ordered in error by institution: 0% or \$ 0

CONTRACTOR, TERMS AND DELIVERY:

BID/CONTRACT NO.: OT904110-1 (02/28/11*)

176977
Tom Maceri and Son, Inc.
2820 Rivard Street
Detroit, MI 48207

TERMS: Net 30 Days

DELIVERY: As specified

CONTRACTOR'S CONTACT: Mr. Tom Maceri

Toll Free: (888) 430-8870
Telephone: (313) 568-0555
Fax: (313) 568-0045
Email: tommy@tommaceriandson.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	06/02/10	Notification of updated contract termination for convenience effective 02/28/10. Amendment 2 supersedes amendment 1.
1	03/15/10	Notification of contract termination for convenience effective 08/31/10