

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: FOOD ITEMS NOT AVAILABLE FROM OTHER MANDATORY STATE TERM CONTRACTS

CONTRACT No.: OT903914

EFFECTIVE DATES: 10/07/13 to 09/30/14  
Renewal through 09/30/17 \*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903914 that opened on 08/28/13. 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 Institutions for the Ohio Department of Developmental Disabilities, Department of Youth Services, Ohio Veterans Homes, Ohio State School for the Blind, Ohio School for the Deaf, the Adjutant General of Ohio and Eastern Ohio Correctional Center , as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

**SPECIAL NOTE:** State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

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

\* Denotes contract renewal with amendment 6.

Signed: \_\_\_\_\_  
Robert Blair, Director Date

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SPECIAL 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.

CONTRACT RENEWAL: This Contract may be renewed after the ending date of the Contract solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed forty-eight (48) months unless DAS determines that additional renewal is necessary.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within seven (7) days after receipt of order 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.

MEAT/POULTRY ESTABLISHMENT: The bidder must offer meat or poultry product(s) from an establishment that is licensed by the Ohio Department of Agriculture or that is producing meat or poultry products under Federal inspection by the United States Department of Agriculture. Any bidder not offering product from a properly licensed or inspected establishment shall be deemed not responsive.

Please list the Establishment names and registration number that will be providing the products under Contract.

Establishment Name: \_\_\_\_\_

USDA Establishment No. \_\_\_\_\_ or Ohio Dept. of Agriculture License No.: \_\_\_\_\_

The Contractor may not change an Establishment unless prior written approval is granted by DAS. Failure to list the Establishment name and number or ODA License Number that will be producing the meat or poultry product will result in the Bidder being deemed not responsive.

SITE VISIT: Prior to submitting their bid response, the bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid.

To attend a site visit, please contact the following Agency representatives at least 48 hours in advance of the scheduled site visit:

DYS Institution Site Visits: Dave Blackburn  
[Dave.Blackburn@dys.ohio.gov](mailto:Dave.Blackburn@dys.ohio.gov)  
614-466-8629

DODD Facility Site Visits: Tonya Briggs  
[Tonya.Briggs@dodd.ohio.gov](mailto:Tonya.Briggs@dodd.ohio.gov)  
614-728-5544

To allow time for security to arrange for visitation passes, names of all visitors must be disclosed at the time of visit scheduling. The Agency will not admit visitors whose names do not appear on the site visit list. Visitors must have a driver's license or photo ID to enter the institution. In accordance with policy, no knives, firearms, cameras/photo equipment, recording devices, cell phones, tobacco products, computers and/or pagers will be allowed in the complex during the site visit. All site visits must be scheduled at least forty-eight (48) hours in advance.

Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

### SPECIAL TERMS AND CONDITIONS

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**PRODUCT SAMPLES:** The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

**MINIMUM ORDER:** No order shall be placed against a contract awarded pursuant to this bid for less than five hundred (\$500.00) dollars per order.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Failure to bid all items may result in the bidder being deemed not responsive.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will determine the lowest responsive and responsible bidder by low lot total in accordance with paragraph VI.C.1.

**PARTICIPATING AGENCIES:** The state of Ohio reserves the right to add or delete participating agencies/institutions during the term of any contract issued pursuant to this Invitation to Bid.

#### **Bid Automobile Liability Checklist:**

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

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

SPECIAL TERMS AND CONDITIONS

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.fda.gov/Food/GuidanceComplianceRegulatoryInformation/RegistrationofFoodFacilities/OnlineRegistration/default.htm>

When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

|                               |       |
|-------------------------------|-------|
| <u>Sysco Cincinnati, LLC.</u> | _____ |
| _____                         | _____ |
| _____                         | _____ |

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

## SPECIFICATION

### I. SCOPE

The state of Ohio is seeking a contractor to provide and distribute food products to state institutions and agencies (see institution list—Appendix C) within the state of Ohio. Most of the state's institutional food requirements are currently met through food distribution by the Department of Mental Health, Central Warehouse and by state term contracts. The Department of Mental Health, Central Warehouse will be closing with the implementation of the Department of Rehabilitation and Corrections privatization of food services. The intent of any contract issued pursuant to this Invitation to Bid is to allow other agencies that will be affected by the closing of Central Warehouse to procure the food products that they need to continue their food operation. Any item available from another state term contract shall not be purchased under any contract issued pursuant to this Invitation to Bid. Some of the current state term contracts for food products will be terminated with the closing of Central Warehouse and the inception of any contract awarded pursuant to this ITB.

### II. REQUIREMENTS

#### A. Products

##### 1. Quality

- a. Products provided shall meet or exceed United States Department of Agriculture (USDA), state, and industry standards and requirements with respect to conformance to standards in respect to, but not limited to, weights, measures, fill of container, drained weights, contamination, and condition upon delivery and shall be the same as furnished to the general trade. The minimum specification requirements can be found in the Food Manual, product specification section at <http://www.procure.ohio.gov/pdf/FoodManual.pdf>. When seasonally available, and quantity and of competitive price, the state's preferences is for Ohio-grown produce. Information on Ohio products and Ohio growers can be found at <http://ohioproud.org/> or <http://ohiovegetables.org/>.
- b. Products provided shall be not less than Grade B when product grades or standards exist.
- c. Products provided shall meet commercial standards when there is no grade or standard.
- d. All frozen processed food products which contain meat, poultry or significant proportion of eggs, shall be processed or prepared in plants operated under the supervision of the USDA. The product will be inspected and approved in accordance with the regulations of the USDA governing meat, poultry or egg inspection. A label or seal, affixed to the container, indicating compliance with these regulations will be accepted as evidence of compliance. The product must bear a label complying with the Federal Food, Drug and Cosmetic Act which requires that all ingredients be listed according to the order of their predominance.
- e. All frozen products which contain fish or fish products shall be processed or prepared in plants under the supervision of the United States Department of Commerce (USDC). The products listed in the USDC, [National Oceanic and Atmospheric Administration \(NOAA\) Seafood Inspection Program](#) – publication titled, ["USDC Approved Establishments"](#) are processed in plants under federal inspection of the National Marine Fisheries Service. National Oceanic and Atmospheric Administration, USDC. The inspected products packed under various labels bearing the brand names are produced in accordance with current U.S. Grade standards or official product specifications, packed under optimum hygienic conditions, and must meet federal, state, and city sanitation and health requirements. Such brand label or USDC seal, affixed to a container, indicating compliance with USDC regulations will be accepted as evidence of compliance. In lieu thereof, the shipment may be lot inspected by the USDC and containers stamped to indicate acceptance or a Certification of Inspection issued to accompany the shipment. The product must bear a label complying with the Federal Food, Drug and Cosmetic Act, which requires that all ingredients be listed according to the order of their predominance.
- f. Producers of frozen bakery product, which are shipped in interstate commerce, are required to comply with the Federal Food, Drug and Cosmetic Act. Therefore, it must be verified that the product, in fact was shipped interstate or that the producer ships products to other purchasers interstate. In addition, the product must bear a label complying with the Act, which requires that all ingredients be listed according to the order of the predominance.

SPECIFICATION (cont)

- g. Canned Goods: All cases and cans must be in good condition at time of delivery and shall, under proper storage conditions, have a shelf life of at least six (6) months. Rusted and dented cans will not be accepted. Cans must bear an approved label on the side display panel as approved by the federal Food and Drug Administration, rules and regulations under the federal Food, Drug and Cosmetic Act, and the Fair Packaging and Labeling Act. Cans labeled on the ends only are not acceptable. All items delivered must be of the latest season's pack.
  - h. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the state or the state's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Meat Inspection Act, the Poultry Products Inspection Act, or 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.
  - i. Products provided shall have a freshness parameter that allows facilities sufficient time for consumption prior to deterioration.
  - j. The maximum time meat products may be held in a frozen state prior to delivery shall be as follows:
    1. Fresh Frozen Meat (except ground and diced meat): Ninety (90) days
    2. Ground and Diced Meat: Forty-five (45) days
    3. Cured and Processed Meat: Forty-five (45) days
2. Preservation, Packaging, and Packing: Unless otherwise specified, preservation, packaging, and packing shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions, handling, etc., and shall conform to normal commercial practices and applicable carrier rules and regulations involving shipment from the contractor to the institution for storage. Shipping containers shall be in compliance with National Motor Freight Classification and Uniform Freight Classification (issue in effect at time of shipment).
3. Product Acceptability: If an institution rejects a product due to damage, unacceptable substitution, unacceptable quality (poor quality, taste, color, etc.), outdated product, etc., the issue shall be resolved within seventy-two (72) hours of notice by the receiving institutions to the contractor. If the problem cannot be resolved within seventy-two (72) hours, either the institution or the contractor may appeal to the Office of Procurement Services, whose decision shall be final.
- The contractor shall accept returns for replacement or credit, as determined by the institution, under the following conditions:
- Products shipped in error (incorrect item or quantity)
  - Products with visible or concealed damage
  - Products recalled
  - Products of unacceptable quality
4. Verification of Quality/Sampling: Institutions have the right to request verification that the specifications and grades for products are being met by the contractor.
5. Samples and Testing: The state reserves the right to request samples from the contractor at no charge and to have tested any product purchased by the state in order to determine whether the product is acceptable and meets specifications and grades.

SPECIFICATION (cont)

6. Recall Notification: In the event of a product recall, the contractor shall provide written notification to the Office of Procurement Services and each institution as soon as possible. The notices shall include, at a minimum, a complete product description, contract and delivery order number, reason for the recall, 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.

B. Ordering Procedure

1. The contractor shall provide an electronic ordering system in accordance with paragraph IV.D.
2. The contractor shall accept electronically transmitted and facsimile orders.
3. Contractor shall provide acknowledgement of electronic order within two (2) hours; orders transmitted via facsimile shall be acknowledged within twenty-four (24) hours.
4. Order changes shall be submitted by the institution no later than forty-eight (48) hours prior to scheduled delivery.
5. If an order requires clarification, it is the contractor's responsibility to contact the institution for resolution prior to delivery.
6. Out of Stock/Not Available Product: Contractor shall not substitute product or packaging without the agreement of the ordering institution. Contractor shall notify the ordering institution of unavailable product as soon as practical after receipt of order, but in no event later than the day before delivery. Suitable substitutions shall be made with the consent of the institution. Such substitutions shall be of the same grade, quality, etc.
7. Restocking Fee: If an institution orders an item in error, the contractor shall make allowance for return and credit, less any applicable restocking fee.
8. Surcharge: Should the contractor impose a surcharge for a relatively small number of slow-moving items (due to item being stored offsite from the distribution facility), such items shall be flagged in the ordering system so that the user is aware of the surcharge at the time of order placement.

C. Delivery

1. Contractor shall make inside dock delivery to any state institution located within the state of Ohio.
2. Delivery shall be F.O.B. destination, freight prepaid.
3. Contractor shall have capacity to deliver within seven (7) days ARO.
4. Deliveries shall be made during normal business hours, Monday through Friday, with the exception of state holidays, or as mutually agreed.
5. Delivery appointment is required.
6. Contractor may experience delays during delivery due to security issues caused by, but not limited to, vehicle being processed into institution grounds, inmate count, lockdown, or adverse weather, including fog.
7. Stacking/Shrink Wrapping: Stacked product shall be adequately strapped or shrink wrapped to prevent tipping and other movements during shipping so as to prevent damage, to ensure prompt unloading, to avoid the necessity of restacking, etc.

SPECIFICATION (cont)

8. Palletization: Deliveries shall be palletized, if requested by the institution. If palletization is requested, contractor shall furnish product palletized on 40" x 48" 4-way (GMA) pallets. Pallets shall not exceed two thousand five hundred (2,500) lbs. Contractor shall remove pallets from institution(s) during the next scheduled delivery.
  9. Contractor shall use appropriate vehicles to accommodate institution limitations.
  10. Product integrity, wholesomeness, safety, fitness, etc. shall be preserved by maintaining proper temperature during delivery using proper vehicle.
    - a. Items requiring protection from heat shall be shipped and stored at a temperature below 50° degrees Fahrenheit.
    - b. Refrigerated items shall be transported in a vehicle pre-cooled to a minimum temperature of 35° degrees Fahrenheit and a maximum temperature of 40° degrees Fahrenheit. Vehicle shall be capable of maintaining temperature within specified range to destination(s).
    - c. Frozen items shall be transported in a vehicle pre-cooled to 10° degrees Fahrenheit or lower prior to loading and capable of maintain 0° degrees Fahrenheit or lower to destination. Product should be loaded in vehicle as promptly as possible to minimize product temperature rise. At destination, product shall be hard frozen with no signs of defrosting and temperature of product shall not be above 0° degrees Fahrenheit.
    - d. Vehicles used for mixed loads of frozen and refrigerated product will be required to be pre-cooled or preheated to a minimum of 35° degrees Fahrenheit and a maximum of 40° degrees Fahrenheit and shall be capable of maintaining the chilled portion of the load temperature within that range to destination(s). The frozen product in the load shall be completely segregated by effective measures which will prevent damage to the other products in the load by installing effective insulating barrier(s) at time of loading.
  11. Receiving Procedure: At time of delivery, items shall be checked against the invoice by institution personnel and the contractor's driver. Corrective action, e.g. replacement of missing or damaged product, shall be provided within seventy-two (72) hours.
- D. Emergency Service: The state may require, on occasion, emergency service for delivery or for institution pickup of products. Contractor shall have staff or an emergency contact available on a twenty-four (24) hour basis.

III. CONTRACTOR QUALIFICATIONS

- A. Bidder shall be a full line institutional food distributor and maintain a business establishment with adequate inventories of complete product lines as identified and contained in all product categories listed herein.
- B. Bidder shall maintain a full operation warehouse/distribution center and must be capable of processing and shipping large numbers of orders to various locations.
- C. Distribution center shall meet all FDA, USDA, Ohio Department of Health, and American Bakers Association requirements.
- D. Distribution center shall be maintained in a sanitary condition with effective insect and pest controls.
- E. Distribution center shall have a freezer with storage temperature of 0° degrees Fahrenheit with a quality control program designed to maximize product quality.
- F. Bidder shall have and maintain a fleet of vehicles with the capacity to meet the delivery requirements specified herein.

SPECIFICATION (cont)

- G. Bidder must have a Quality Assurance Program with procedures to monitor on a continuous basis the quality of products being provided. Shall include a method of monitoring, identifying, and correcting deficiencies in the quality of products furnished to the state.
- H. Bidder shall have a computer system (hardware, software, programming, staff, etc.) capable of supporting the contract. Also, branches/warehouses/distribution centers/etc., shall have fully compatible software and inventory system.
- I. Bidder shall have suitable equipment and staff to accept orders and send information electronically and by facsimile.
- J. Bidder shall have the ability to furnish software at no additional charge to institutions to enable electronic data interchange for the transmission of orders, pricing, etc. and to provide necessary training in use of same. The software should have the capability of blocking non-available items, such as those on mandatory state contracts. The contractor should have the ability to override the blocking with the approval of the analyst or their designee.
- K. Fill Rate: Bidder shall have maintained a 97% or better fill rate for the past twelve (12) months for large customers. The fill rate 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

- a. Cases accepted shall be product the customer received with the exception of damaged cases, mis-picks and/or product substitutions.
- b. 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.

IV. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide products to the state of Ohio under the specifications, terms, and conditions specified herein.
- B. Contractor's Contact: The contractor shall designate a contact who shall serve as a liaison between contractor and institutions, be responsible for operation and administration of the contract, be responsible for reports/audit documentation, and who must respond to the Office of Procurement Services and institutions in a timely manner.
- C. Contractor shall provide the following customer support to institutions:
  - 1. Telephone customer service representatives available during normal business hours (9:00 a.m. to 5:00 p.m.) to assist with routine issues related to ordering, shipment, and billing.
  - 2. Field service representatives, if necessary, to resolve issues.
  - 3. Emergency Service, as specified herein.
- D. Ordering System: Institutions capable of electronic data interchange, as well as the Office of Procurement Services, shall be provided software by the contractor at no charge. The software provided under the contract shall be capable of allowing institution personnel to place orders and, at a minimum, to review:
  - 1. Contractor's product line with item descriptions
  - 2. Current prices
  - 3. Product packer/processor and brand name
  - 4. Product nutrition information

### SPECIFICATION (cont)

The ordering system shall also have an area for entry of the state term contract number on all orders placed under any contract issued pursuant to this bid. The software shall remain the property of the contractor. The contractor shall be responsible for installation, maintenance, and/or replacement of software. The contractor must provide training in use of the software to each using institution. The contractor shall be responsible for removing software for each institution at the expiration or termination of the contract. The contractor shall not be responsible for any costs incurred from any repairs or neglect caused by the state, such as improper application, alteration or by external factors such as air conditioning and humidity control deficiencies. No institution with contractor's online ordering system shall be without a functioning ordering system for more than three (3) working days. Contractor shall provide online ordering system to institutions requesting same within thirty (30) days of request.

- E. Usage Reports: The contractor shall provide four (4) reports to the Office of Procurement Services on a quarterly basis.
1. Aggregate Total: Total sales (cumulative to date) for the contract (all sites) by value (not a breakdown by site) for the applicable quarter.
  2. By Descending Value: A descending listing by total spend for each item product purchased for the applicable quarter.
  3. By Item: Sales for each item/product listing showing quantity and total spent for the applicable quarter.
  4. By Location: Individual listing of total dollar spend and line items purchased, by institution / customer, in descending value for the applicable quarter.

Reports shall include only items purchased by the state under any term contract issued pursuant to this bid. Items purchased under another term contract or under any institution's direct purchasing authority shall not be included.

- F. Contractor shall not misrepresent the scope of this contract to institutions. Violation of this specification shall be grounds for contract termination.
- G. Items available from another state term contract shall not be ordered under any contract issued pursuant to this Invitation to Bid with the exception of the circumstances described in paragraph V.D.

### V. INSTITUTION RESPONSIBILITIES

- A. Institutions shall contact the contractor and request software installation/log on/password/training and/or Price Guide.
- B. Institutions shall place orders in accordance with specifications contained herein.
- C. Institutions shall following receiving practices specified herein and shall store products under proper conditions so as to maximize quality and shelf life.
- D. Institutions shall not order items under this contract that are available from another state term contract without the written consent of the Office of Procurement Services. In the event the Office of Procurement Services consents to such a request, the Contractor will be notified by the analyst.

### VI. PRICING

- A. Delivered Price: The delivered price of all items purchased under any contract issued pursuant to this bid shall consist of two (2) separate components: cost and markup.
1. Cost: The cost shall be the supplier's delivered selling price to the contractor. If the supplier's price is other than F.O.B. destination, freight prepaid, the actual transportation costs to the contractor's warehouse that directly serves institutions shall be included. Actual transportation costs must reflect internal charges (e.g. back hauling or internal freight management) or external charges (e.g. outside freight company). Cost shall be determined without deviated pricing. For the purpose of bid evaluation, deviated pricing shall be defined as special prices or allowances (different from bidder's standard commercial method of pricing) provided by a manufacturer/packer/processor to a distributor for specific customers/customer groups. Failure to bid without deviated pricing will deem your bid not responsive. Rebates are not allowed in the bid evaluation but shall be passed on to the State during the contract period.

SPECIFICATION (cont)

2. Markup: The markup shall be a firm, fixed distribution factor offered as a percentage of the product cost which represents all elements of the delivered price to the state other than the supplier cost to the bidder / contractor. The markup shall include, but is not limited to, the contractor's projected general and administrative overhead, packaging costs, transportation costs from the contractor's distribution center to the ordering institutions; any other projected expense associated with the contractor's function, and anticipated profit. The distribution price shall be a fixed percentage markup for all items within a product category (see following example). The percentage markup shall not increase during the term of the contract. A decrease on the percentage of markup is permitted at any time during the contract.

Example:    Product Cost     =    \$10.00  
              Markup             =    5%  
              Delivered Price   =    \$10.00 x 1.05 = \$10.50

3. The price to be charged to institutions shall be the price in effect on the date of order placement.
4. All institutions shall be charged the same price for a product.
5. The price on the ordering system shall be the final price (cost plus markup).
6. Cost shall be based on up to one (1) delivery per week per institution.

B. Price Changes

1. Method of Cost Determination: Contractor shall utilize their standard commercial method of determining product cost (e.g. last invoice, average monthly invoice, etc.) and such shall be the basis for determining either the next week's or month's pricing. The same method of determining product cost shall be utilized throughout the contract period.
2. Pricing shall be firm for meat, poultry, fish, dairy products, oil products, produce, and cheese for a period of seven (7) days. For all other items, pricing shall be firm for a period of thirty (30) days.
  - a. The effective date of price changes for meat, poultry, fish, dairy products, oil products, produce, and cheese shall be Monday of the following week.
  - b. The effective date of price changes for products eligible for monthly price changes shall be the first Monday of the following month.
3. Adjustments made to the product prices shall only reflect changes in the supplier's prices which have taken effect during the previous week or month, as applicable, and shall not reflect notices of future price adjustments.
4. Contractor shall maintain documentation to support actual price changes and the contractor shall not be entitled to any price increase that is not support by documentation. The documentation must be made available to the state upon request.

SPECIFICATION (cont)

C. Product Categories: For the purpose of pricing, all items purchased under this contract will be assigned to one of the product categories listed below. Contractors shall offer a markup for each product category. The markup shall be expressed as a percentage.

1. Structure/Evaluation: For purpose of bid evaluation and ranking of bids, there are products listed for each category on the bid pricing pages for which the bidder shall show cost and category markup. For purpose of bid evaluation, the bidder shall use the cost effective for the week beginning June 24, 2013.

During the evaluation, the state shall calculate the percentage markup and add it to the cost to obtain the delivered unit price. The delivered unit price shall be multiplied by the estimated quantity to obtain a line item total. Line item totals within each category shall be added to obtain a lot total for the product category. The lot totals for all product categories shall be added to obtain a grand total.

The state reserves the right to consider slightly different pack sizes on a prorated basis. However, the state will not prorate portion sizes (i.e. if a 4 oz. portion is listed and a 5 oz. portion is offered, no prorating will occur). If a smaller portion size is offered, the product offered will be deemed not responsive (i.e. if a 4 oz. portion is listed and a 3 oz. portion is offered, the product offered will be deemed not responsive). Bidder shall quote on all items listed on the pricing pages. A bid may be considered not responsive if costs are not provided for all items. The state reserves the right to delete any item from any category during evaluation. In the event an item is deleted, evaluation will be made based on the remaining items. Although estimated usages are based on prior years sales reports, products and quantities listed on the pricing pages are utilized solely for the purpose of bid evaluation and do not denote actual products/quantities to be purchased during the term of any contract issued pursuant to this bid.

2. Documentation: Documentation of costs for the time period specified herein (legible copies of supplier invoices and bills of lading) should be submitted with the bid response for each item listed in the pricing pages. The invoices should include, but shall not be limited to, the following information: supplier company name, bidder company name, invoice number, invoice date, delivery date, item description, quantity, and price. The product cost documents should be organized so as to be in the same order as listed in the pricing pages and it should be apparent which invoices apply to each item. If shipping costs are listed separately on a bill of lading and the charges including shipping of products from another supplier's invoice, bidder should provide copies of other invoices applicable to the bill of lading in question and demonstrate allocation of shipping charge applicable to the item in the bid pricing pages. If bidder is not using the "latest invoice" method of determining cost, all information pertinent to verifying cost should be included with documentation.

Should bidder, due to confidentiality issues, prefer to not submit copies of actual invoices with the bid response, the bidder may instead provide invoice information on their company letterhead with the bid response. Each invoice should be addressed on a separate letterhead document and should include, at a minimum, the invoice information listed above. The letterhead documents should be arranged in the order specified above (the same as if bidder was submitting actual invoices). In the event bidder submits letterhead documents in lieu of actual invoices, the bidder shall, at the state's request, make available the original documents for review/verification by personnel from the Office of Procurement Services. The invoices shall be made available for review within three (3) business days of verbal request. The invoices shall be reviewed at bidder's office located within the state of Ohio.

D. Contract Audits and Retention of Records

1. It is anticipated that cost audits may be performed by the state during the term of any contract issued pursuant to this bid. Cost documents of approximately twenty (20) products may be requested for auditing and verification. Contractor shall provide invoices necessary for audit within fourteen (14) calendar days of request, either sent to the Office of Procurement Services or made available for review at contractor's facility within the state of Ohio. Failure to comply with the document request maybe the basis to terminate the contract or initiate other appropriate action. The number of products involved and the frequency of requests may be modified, at the state's discretion.
2. The state reserves the right to verify costs by contracting the contractor's suppliers and shippers. Failure on the part of the contractor's suppliers and/or shippers to provide the requested information within fourteen (14) calendar days of request may be the basis to terminate the contract, direct the contractor to use another supplier, or initiate other appropriate action. An example of a two (2) page letter which may be used to request supplier/shipper verification of costs, etc. is shown as Appendix B to the bid.

SPECIFICATION (Cont'd)

3. Record Retention: The contractor shall establish and maintain an audit trail for the verification of all prices for a period of three (3) years after final payment under any contract issued pursuant to this bid. The audit trail must document the basis upon which contract pricing is determined and document the basis for subsequent price changes. This should include, but is not limited to, all data pertaining to the distribution prices by category, and actual transportation costs. The state reserves the right to examine and audit all of the contractor's books, records, documents, and other data, regardless of form or type.

VII. MANDATORY BID EVALUATION DOCUMENTATION REQUIREMENTS

The following documents/information should be submitted with the bid response in a binder, tabbed in the order as follows. All information should be provided in a clear, concise, and unambiguous manner. If any information is overlooked by the bidder or if additional information is required, the state reserves the right to request it during the evaluation period, with the exceptions of the bid price pages which must be provided with the bid response. If the bidder receives a verbal request for information during the evaluation period, the bidder shall have three (3) business days in which to provide information requested. Failure to provide specified documentation during the time period specified during the evaluation may deem your bid not responsive.

- A. Signed bid document and pricing pages
- B. Copies of invoices/invoice information demonstrating cost for all items on pricing pages (item and delivery cost from supplier to bidder) as specified in Section VI.C.2.
- C. Explanation of bidder's Purchasing System/Accounting System. Bidder shall address the following issues:
  1. Description of bidder's standard commercial method of determining cost (last invoice, average monthly invoice, etc.).
  2. Description of how bidder will ensure that prices charged to the state are established in accordance with the pricing method described above.
  3. Description of how bidder will ensure that prices input into bidder's electronic ordering system are correct.
  4. Description of how bidder will establish an audit trail to comply with the requirements of Section VI.D.
  5. Description of how bidder's purchasing system controls and minimizes adjustments to product prices and ensures that prices are the best available and how bidder takes advantage of any volume purchasing discounts. Include the purchasing methods utilized to determine the manufacturer of bidder's private label products.
  6. Describe the qualifications and experience of bidder's purchasing personnel and the type of training required and/or provided.
  7. Describe how bidder ensures that effective procedures for controlling transportation costs are in place and are followed.
  8. Describe bidder's procedure for forecasting bidder's future inventory requirements (e.g. economic order quantities).
- D. Evidence of physical plant capacity. Bidder shall provide, at the minimum, the following information in regard to the distribution center that will be serving state institutions under any contract issued pursuant to this bid:
  1. Square footage of current warehouse space
  2. Square footage of current freezer space
  3. Number of items currently carried in inventory
  4. Dollar value of current inventory
  5. Weekly productivity (cases pulled)
- E. Narrative of customer service procedure/policy.
- F. Narrative of order system/procedure.

SPECIFICATION (Cont'd)

- G. Narrative of Quality Assurance program. Bidder shall describe, in detail, their inventory control procedures. Issues addressed shall include:
1. How bidder will ensure that orders delivered to institutions will:
    - a. Include the items ordered
    - b. Be in the correct quantity
    - c. Have applicable shelf life dating
    - d. Be free of damage
    - e. Be delivered at appropriate temperatures and under sanitary conditions
  2. Explanation of the type of automated and/or manual system utilized for tracking inventory
  3. Bidder's average annual inventory turnover rate, excluding produce.
  4. Bidder's inventory rotation method.
  5. A description of bidder's product inspection procedures to ensure the quality of products, including how bidder ensures that products received from suppliers meet or exceed industry standards, are received at appropriate temperatures, and are free of damage.
  6. A description of bidder's warehouse storage procedures, including a discussion of product segregation procedures, sanitation procedures, warehouse inspection procedures, and temperature control procedures.
- H. Bidder shall provide three (3) customer references. Bidders shall provide, at the minimum, the information requested in the Bidders Reference Form found in Appendix A.
- References provided shall be for accounts to whom services were provided in the past twelve (12) months. The references should be able to substantiate the bidder's ability to meet the requirements of this bid to the state's satisfaction. References shall be available for verification during normal business hours (9:00 a.m. to 5:00 p.m.). Information requested may include verification of information supplied by bidder, effectiveness of bidder's personnel, and bidder's contract performance.
- I. The bidder must provide documentation that a 97% or better fill rate has been maintained for the past twelve (12) months for large customers. The state reserves the right to request monthly documentation of Bidder's / Contractor's fill rate.
- J. The following emergency information shall be provided: contact person, telephone number, additional charge, and any other conditions applicable.
- K. If requested during evaluation, bidder shall submit a list of vehicles and a description of how delivery schedules will be implemented to illustrate the bidder's ability to make deliveries to all facilities in an efficient and timely manner and in accordance with the requirements specified herein.
- L. If requested, bidder must agree to conduct a site visit of its facility and provide an oral presentation for the state.
- M. Bidder shall provide 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:
1. Balance sheets and revenue statements for the bidder's two (2) most recent fiscal years;
  2. Statement of income and related earnings;
  3. Statement of changes in financial position;
  4. Letter from bidder's banking institution;
  5. Statement from certified public accounting firm.
- If bidder is a subsidiary of a larger corporate entity, such evidence must break out the subsidiary data.
- 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.
- N. Bidder shall provide copies of nutritional labels either with their bid response or upon request from the Office of Procurement Services or at the Agencies request. Said labels shall be provided within 72 hours from request.

PRICE PAGE

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

| OAKS Item ID | Produce Category   | Percentage Markup |
|--------------|--|-------------------|
| 8866         | Category I: Dry Grocery (canned, boxed, thickening agent – ambient products) | 5 %               |
| 4285         | Category II: Frozen Foods (entrees, fruits, vegetables, juices, etc.)        | 5 %               |
| 8924         | Category III: Meats, Poultry, and Seafood (fresh, frozen and precooked)      | 5 %               |
| 4286         | Category IV: Refrigerated Foods (includes dairy and produce)                 | 5 %               |

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

\*Discount to be given for pickup of order by institution:  0  % or \$  0

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

\*Surcharge for Slow-Moving Items: \$1.00 per case for product moving less than an average of 5 cases per week over the previous quarter.

\*Surcharge for second delivery per week: \$0 per delivery (Note: Each delivery still must meet the minimum order requirement of at least five hundred (\$500.00) dollars per order).

\* Product Packaging contains recycled material: Yes No (Please circle response); if yes, varies by manufacturer %

\* Shall not be included in evaluation

NOTE TO USING AGENCIES: Items outside the scope of this contract (non-food items) shall not be purchased utilizing this term contract.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND DELIVERY:

BID/CONTRACT NO.: OT903914-1



72290  
Sysco Cleveland, Inc.  
4747 Grayton Rd  
Cleveland, OH 44135

TERMS: Net 30 Days

DELIVERY: 7 Days ARO

REMIT TO:

72290  
Sysco Cleveland, Inc  
P.O. Box 94570  
Cleveland, OH 44101

CONTRACTOR'S CONTACT: Mr. Lawrence Keane

Toll free: (800) 584-4580  
Telephone: (216) 201-3225  
Fax: (216) 201-3532  
E-Mail: [keane.larry@cle.sysco.com](mailto:keane.larry@cle.sysco.com)

IT/MIS CONTACT: Customer Tech Support,

Toll Free: (281) 584-1190

Emergency Contact Information: Institutions shall contact their customer service representative. If unable to contact customer service representative, contact one of the following emergency contacts:

\*Sysco Cleveland:

Paul Zenter, Contracts & Bid Manager 216-233-3688  
Larry Keane, Director of Program Sales 440-258-2389  
Mark Tromba, VP of Sales, 440-342-2306

Sysco Cincinnati:

Tom Fehrenback, Sales Supervisor 513-226-6275  
Jason Bramlett, VP of Sales 513-255-8790  
Warehouse On-Call 513-266-2103

\*Denotes contract contact information change.

SUMMARY OF AMENDMENTS

| Amendment Number | Effective Date | Description   |
|------------------|----------------|---|
| 6                | 10/1/16        | Contract renewal for twelve months 10/01/15 – 09/30/17 and update in contractor contact emergency information |
| 5                | 10/1/15        | Contract renewal for twelve months 10/01/15 – 09/30/16  |
| 4                | 3/3/15         | Contact information change  |
| 3                | 10/06/14       | Vendor sales contact changes for Sysco Cincinnati, Appendix D   |
| 2                | 05/12/14       | Contract renewal for twelve months 10/01/14 – 09/30/15  |
| 1                | 2/15/14        | Addition of Eastern Ohio Correctional Center to the contract effective 02/15/14 with amendment 1.             |

APPENDIX A

BIDDER REFERENCES

A minimum of three (3) professional references who have received services from the bidder in the past twelve (12) months.

|  |  |  |   |
|--|--|--|---|
| Company Name:  |  | Contact Name:                              |   |
| Address:   |  | Phone Number:                              |   |
|  |  | E-Mail Address:                            |   |
| Service Name:<br>Service Dollar Amount:  |  | Beginning Date of Service:<br>(Month/Year) | Ending Date of Service:<br>(Month/Year) |
| Description of service size, complexity and the bidder's role in this service. |  |  |   |
| Company Name:  |  | Contact Name:                              |   |
| Address:   |  | Phone Number:                              |   |
|  |  | E-Mail Address:                            |   |
| Service Name:<br>Service Dollar Amount:  |  | Beginning Date of Service:<br>(Month/Year) | Ending Date of Service:<br>(Month/Year) |
| Description of service size, complexity and the bidder's role in this service. |  |  |   |
| Company Name:  |  | Contact Name:                              |   |
| Address:   |  | Phone Number:                              |   |
|  |  | E-Mail Address:                            |   |
| Service Name:<br>Service Dollar Amount:  |  | Beginning Date of Service:<br>(Month/Year) | Ending Date of Service:<br>(Month/Year) |
| Description of service size, complexity and the bidder's role in this service. |  |  |   |

APPENDIX B  
EXAMPLE OF AUDIT/VERIFICATION LETTER

Page One

Supplier Company Name  
Street Address  
P.O. Box  
City, State, Zip

Telephone:  
FAX:

Subject: CONTRACTOR'S COMPANY NAME  
Invoice \_\_\_\_\_ dated \_\_\_\_\_

We are performing a routine audit on the referenced invoice issued by your company in accordance with the terms of our Invitation to Bid and the bid submitted by CONTRACTOR'S COMPANY NAME. We would appreciate your assistance in making appropriate notations and providing applicable comments on the second page of this letter and returning it to us within fourteen (14) calendar days of the date of this letter.

Thank you for your assistance. Should you have any questions, please contact me at (614) 644-6762.

Sincerely,

Jennifer Dammeyer, CPPB  
State Purchasing Analyst  
FAX: (614) 485-1056

c: Contractor

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Page Two

Subject: CONTRACTOR'S COMPANY NAME  
Invoice \_\_\_\_\_ dated \_\_\_\_\_

Pricing: Is pricing correct? Yes \_\_\_ No \_\_\_

Comment/Explanation: \_\_\_\_\_

Freight/Shipping Charges: Is freight, if shown or applicable, correct? Yes \_\_\_ No \_\_\_

Comment/Explanation: \_\_\_\_\_

Certification: Does company certify this information is correct? Yes \_\_\_ No \_\_\_

COMPANY CONTACT FOR THIS INQUIRY:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Title: \_\_\_\_\_ FAX: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

When completed, please return to Jennifer Dammeyer, Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228.

APPENDIX C

STATE INSTITUTIONS AND BID DISTRICT MAP – Institutions may be added or deleted during the contract term.

1. District 1 - NONE
2. District 2
  - a. Tiffin Developmental Center, Tiffin, OH
  - b. Adjutant General of Ohio
  - c. Northwest Ohio Developmental Center, Toledo, OH
3. District 3
  - a. Ohio Veterans Home, Sandusky, OH
4. District 4
  - a. Indian River Juvenile Correctional Facility, Massillon, OH
  - b. Youngstown Developmental Center, Youngstown, OH
5. District 5
  - a. Mount Vernon Developmental Center, Mt. Vernon, OH
6. District 6
  - a. Circleville Juvenile Correctional Facility, Circleville, OH
  - b. Columbus Developmental Center, Columbus, OH
  - c. Ohio School for the Deaf, Columbus, OH
  - d. Ohio State School for the Blind, Columbus, OH
  - e. Scioto Juvenile Correctional Facility, Delaware, OH
7. District 7
  - a. Montgomery Developmental Center, Huber Hts., OH
8. District 8
  - a. Southwest Ohio Developmental Center, Batavia, OH
9. District 9
  - a. Ohio Veterans Home, Georgetown, OH
10. District 10
  - a. Gallipolis Developmental Center, Gallipolis, OH
11. \* District 11
  - a. Eastern Ohio Correctional Center, Wintersville, OH
12. District 12
  - a. Cuyahoga Hills Juvenile Correctional Facility, Highland Hills, OH
  - b. Warrensville Developmental Center, Highland Hills, OH

\*Denotes the addition of Eastern Ohio Correctional Center to the contract effective 02/15/14 with amendment 1.

APPENDIX C

STATE INSTITUTIONS AND BID DISTRICT MAP – Institutions may be added or deleted during the contract term.



APPENDIX D  
ACCOUNT CONTACT LIST

| Institution                                   | Sales Person Name          | Toll Free Number         | Inside Sales Person Name | Toll Free Number           |
|---|----------------------------|--------------------------|--------------------------|----------------------------|
| Adjutant General Of Ohio                      | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Circleville Juvenile Correctional Facility    | Biagio (Gino) Digiovanni * | 800.326.1116<br>ext 640  | Sarah Brady *            | 800.326.1116<br>Ext 2229 * |
| Columbus Developmental Center                 | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Cuyahoga Hills Juvenile Correctional Facility | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Eastern Ohio Correctional Center              | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Gallipolis Developmental Center               | Biagio (Gino) Digiovanni * | 800.326.1116<br>ext 640  | Sarah Brady *            | 800.326.1116<br>Ext 2229 * |
| Indian River Juvenile Correctional Facility   | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Montgomery Developmental Center               | Biagio (Gino) Digiovanni * | 800.326.1116<br>ext 640  | Sarah Brady *            | 800.326.1116<br>Ext 2229 * |
| Mt. Vernon Developmental Center               | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Northwest Ohio Developmental Center           | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Ohio School for the Deaf                      | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Ohio State School for the Blind               | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Ohio Veterans Home – Georgetown               | Biagio (Gino) Digiovanni * | 800.326.1116<br>ext 640  | Sarah Brady *            | 800.326.1116<br>Ext 2229 * |
| Ohio Veterans Home – Sandusky                 | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Scioto Juvenile Correctional Facility         | Biagio (Gino) Digiovanni * | 800.326.1116<br>ext 640  | Sarah Brady *            | 800.326.1116<br>Ext 2229 * |
| Southwest Ohio Developmental Center           | Biagio (Gino) Digiovanni * | 800.326.1116<br>ext 640  | Sarah Brady *            | 800.326.1116<br>Ext 2229 * |
| Tiffin Developmental Center                   | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Warrensville Developmental Center             | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |
| Youngstown Developmental Center               | Paul Zentner               | 800.584.4580<br>ext 3732 | Mary Kurcsak             | 800.584.4580<br>ext 3539   |

\*Denotes the sales contact name changes effective 10/06/14 with amendment 3.

## APPENDIX E

### APPLICABLE DOCUMENTS

United States Code of Federal Regulations (USCFR) – Title 21: Food and Drugs, as applicable - <http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=201021>

Federal Trade Commission, The Fair Packaging and Labeling Act, 15 U.S.C. §§ 1451-1461 - <http://www.ftc.gov/os/statutes/fplajump.shtm>

United States Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS) Meat, Poultry and Egg Product Inspection Directory - [http://www.fsis.usda.gov/regulations/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp)

United States Department of Commerce (USDC), National Oceanic and Atmospheric Administration (NOAA), Seafood Inspection Program, Participating Establishments - [http://www.seafood.nmfs.noaa.gov/Approved\\_Facilities.html](http://www.seafood.nmfs.noaa.gov/Approved_Facilities.html)

United States Department of Agriculture (USDA) Quality Standards - <http://www.ams.usda.gov/AMSV1.0/Standards>

United States Department of Agriculture (USDA) Commercial Item Descriptions - <http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.do?template=TemplateE&navID=CommercialItemDescriptions&ri ghtNav1=CommercialItemDescriptions&topNav=&leftNav=CommodityAreas&page=FQASFindaCID&resultType=&acct=qa>

National Motor Freight Traffic Association, Inc. – The National Motor Freight Classification (NMFC) - <http://www.nmfta.org/Pages/Nmfc.aspx>

Ohio Department of Agriculture (ODA), Licensing Requirements for Food Safety – [http://www.agri.ohio.gov/apps/odalicensing/odalicensing.aspx?div=Food\\_Safety](http://www.agri.ohio.gov/apps/odalicensing/odalicensing.aspx?div=Food_Safety)

Ohio Department of Agriculture (ODA), Regulation, Wholesale Foods - <http://www.agri.ohio.gov/divs/foodsafety/foodsafety.aspx#tog>

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>

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>

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

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

APPENDIX F  
DODD CURRENT DELIVERY SCHEDULES AND TIMES (Reference only)

|   | <b>Current Deliveries Per Month</b> | <b>Current Delivery Schedule</b> | <b>Location</b>  | <b>Current Delivery Times</b>           |
|---|-------------------------------------|----------------------------------|--|---|
| <b>Columbus Developmental Center (CDC)</b>      | 2                                   | Monthly                          | 1601 W. Broad St.<br>Columbus, OH. 43222                     | Monday-Friday 8:00 am-12:00 pm          |
| <b>Gallipolis Developmental Center (GDC)</b>    | 1                                   | Monthly                          | 2500 Ohio Ave.<br>Gallipolis, OH 45631                       | First Wed of month<br>9:00 am -10:00 am |
| <b>Montgomery Developmental Center (MDC)</b>    | 2                                   | Bi-Monthly                       | 7650 Timbercrest Dr. Huber Heights, OH. 45424                | Tues or Wed<br>Before 10:00 am          |
| <b>Mount Vernon Developmental Center (MVCD)</b> | 2                                   | Bi-Monthly                       | 1250 Vernonview Dr.<br>P.O. Box 762<br>Mt. Vernon, OH. 43050 | 8:00 am-12:00 pm                        |
| <b>Northwest Developmental Center (NODC)</b>    | 4                                   | Weekly                           | 1101 S. Detroit Ave. Toledo, OH. 43614                       | 8:00 am-1:00 pm                         |
| <b>Southwest Developmental Center (SODC)</b>    | 4                                   | Weekly                           | 4399 E. Bauman Ln<br>Batavia, OH. 45103                      | 8:00 am-12:00 pm                        |
| <b>Tiffin Developmental Center (TDC)</b>        | 2                                   | Bi-Monthly                       | 600 N. River Rd.<br>Tiffin, OH. 44883                        | Monday-Friday 9:30 am-2:30 pm           |
| <b>Warrensville Developmental Center (WDC)</b>  | 2                                   | Bi-Monthly                       | 4325 Green Road, Highland Hills, OH. 44128                   | 8:00 am- 12:00 pm<br>1:00 pm - 3:30 pm  |
| <b>Youngstown Developmental Center (YDC)</b>    | 2                                   | Bi-Monthly                       | 4891 E. County Line Rd<br>Mineral Ridge, OH. 44440           | Wednesday<br>11:00 am - 12:00 pm        |

DYS CURRENT DELIVERY SCHEDULES AND TIMES (Reference only)

|  | <b>Current Deliveries Per Month</b> | <b>Current Delivery Schedule</b> | <b>Location</b>                                    | <b>Current Delivery Times</b>  |
|--|-------------------------------------|----------------------------------|--|--------------------------------|
| <b>Cuyahoga Juvenile Correctional Facility</b>     | 10                                  | Weekly                           | 4321 Green Road<br>Highland Hills, Ohio 44128      | Monday–Friday<br>8:00am-4:00pm |
| <b>Circleville Juvenile Correctional Facility</b>  | 6                                   | Weekly                           | 640 Island Road<br>Circleville, Ohio 43113         | Monday–Friday<br>7:00am-4:00pm |
| <b>Indian River Juvenile Correctional Facility</b> | 6                                   | Weekly                           | 2775 Indian River Road<br>Massillon SW, Ohio 44646 | Monday–Friday<br>8:00am-3:30pm |
| <b>Scioto Juvenile Correctional Facility</b>       | 3                                   | Weekly                           | 5993 Home Road<br>Delaware, Ohio 43015             | Monday–Friday<br>7:30am-3:30pm |

NOTE: Bidders should bid based on a plan for weekly deliveries to each institution.