

Index No.: EDU003 Eff. Date: 07/01/2016

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

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

CONTRACT No.: <u>OT901016</u> EFFECTIVE DATES: <u>07/01/2015</u> to <u>06/30/2016</u> \*Renewal through <u>06/30/2017</u>

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901016 that opened on 05/29/15. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to DEPARTMENT OF EDUCATION, OFFICE FOR CHILD NUTRITION (OCN), as applicable.

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

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

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

	http://www.ohio.gov/procure	
Minority Business Enterprise Award in accord	lance with ORC CH. 125.081	
Signed:		
R	obert Blair, Director	Date

<sup>\*</sup>Indicates renewal for twelve (12) months, through 06/30/2017.

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#### SPECIAL CONTRACT TERMS AND CONDITIONS

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

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

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

SUBMISSION OF INVOICES: Invoices must be sent via email only to: fiscal.management@education.ohio.gov

Bill to Address: State of Ohio Department of Education 25 South Front Street Columbus, OH 43215

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

- 1. The products in storage as of the first of the month, the commodity code numbers, the name of the commodity, the number of units in storage, the storage rate, and the extension.
- 2. All products received during the month, the date received, the delivery order number, the commodity code number, the name of the commodity, the number of units received for the State's account, the handling rate, the storage rate (1/2 of the storage rate for products received after the 15<sup>th</sup> of the month), and the extension.
- 3. All products delivered and/or picked up by the recipients during the month, the total number of cases delivered and/or picked up during the month, the delivery charge, and extension. All transfers must be listed as a separate line item on the warehouse billing or invoice.
- 4. The total of all extensions.
- 5. The final invoice for all transactions in every program year (July through June 30) must be submitted to ODE no later than July 30<sup>th</sup>.
- The final invoice under this contract will be submitted by the CONTRACTOR to the ODE no later than 45 days after the contract expiration date.
- 7. Invoices or billings must be submitted separately for each warehouse region. This shall be applicable even if a Contractor is awarded more than one warehouse region (see regional map, page 43).
- 8. A sample copy of the summary invoice information is included with the ITB. (see page 35)

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

<u>FIRM FIXED-PRICE CONTRACT</u>: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

<u>EVALUATION</u>: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: Estimate the bid price per case for storage, handling and delivery (for evaluation purposes only). This will be calculated by multiplying the Bid price for dry, cooler, and freezer storage by their respective estimated months in storage; the result of this calculation will be the weighted storage cost. The weighted storage cost will be added to the Bid handling charge and the Bid delivery charge.

Thereafter, each category (dry, cooler, freezer for each tier) total will be multiplied by its' percentage of required total storage capacity volume (see page 21, Paragraph XIV.B) to derive at a sub-total for each category within each tier. These totals will then be averaged by the number of tier levels (3) to receive an estimated combined tier total case cost. This total will then be multiplied by the estimated annual throughput to receive an annual value per region (see regional map, page 43).

The Intrastate Transfer charges will be multiplied by the estimated annual usage and will be added to the estimated annual value per region to receive an annual cost as the low lot total for each warehouse region.

#### SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

The State requests that all Bidders submit pricing for Inside Delivery. The award will be based upon the overall low lot price submitted by the Bidder for the entire contract period per warehouse region, considering accumulation of all delivery cycles.

An example for calculating evaluation format will be as follows:

Estimated/Case Cost for Storage, Handling & Delivery (S/H/D)

Storage Bid Price (Dry, Cooler, Freezer) x Est. Months in Storage = Storage Weighted Cost

Storage Weighted Cost + Handling + Delivery=Total S/H/D

Total S/H/D x Each category % required storage capacity volume =Sub-Total S/H/D (Dry=30.604%, Cooler=10.916%, Freezer=58.48%, see page 21, Paragraph XIV.B.)

Sum the Sub-Totals of all S/H/D from each Tier / by three (number of tiers) =Est. Average Combined Tier Total per Case Cost

Est. Average Combined Tier Total per Case Cost x Est. Throughput = Est. Annual Value for S/H/D

#### Intrastate Commodity Transfer

Est. Annual Intrastate Commodity Transfer Loads (Truckload, Half Truckload, Backhaul) x Bid Price = Extended Cost per Transfer Type

Extended Cost Truckload + Extended Cost Half Truckload + Extended Cost Backhaul=Est. Annual Total

#### Low Lot Total

Est. Annual Value for S/H/D + Est. Annual Total for Intrastate Commodity Transfers = LOW LOT TOTAL

This will be completed for each warehouse region.

As part of the evaluation process Ohio Department of Education will perform a site survey of Bidder's facility to determine acceptability prior to any award by the Office of Procurement Services. The Office of Procurement Services and the using agency will schedule these appointments with the offering company. The successful Bidder shall not transfer commodity foods to any other facility, other than the location submitted for this Bid, without prior inspection and approval of the Office of Child Nutrition and the Office of Procurement Services. The successful Bidder shall provide a 60 day notification of the intent to transfer commodity foods to another facility should this situation present itself.

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

<u>AWARD</u>: There will be one (1) low lot total award by region (see regional map, page 43) made to the lowest responsive and responsible Bidder meeting all Bid specifications and requirements listed herein. The contract will be awarded by region and bidders are eligible to be awarded to multiple regions. Separate bids must be submitted for each of the four (4) warehouse regions of ODE.

#### THIRD PARTY ADMINISTRATION:

The ODE may notify the Contractor at any time that communication, administration, management, or any other function or responsibility of ODE have been, will be, or may be assigned to a third party for the duration or any other portion of the contract. Rights and responsibilities of the Contractor to any third party assignee of the ODE shall be congruent to the rights and responsibilities of the Contractor to the ODE itself, unless otherwise excepted by agreement or law.

<u>CONTRACT RENEWAL</u>: The initial duration of this contract shall be from July 1, 2015 through June 30, 2016. This Contract may be renewed solely at the discretion of DAS for a period of one (1) month. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed twenty-four (24) months unless DAS and ODE determine that additional renewal is necessary.

#### SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

<u>SUBCONTRACTS</u>: In addition to the utilization of any facilities, which the successful Bidder may own, or control, the successful Bidder shall have the right to enter into written subcontracts for cartage and/or lease arrangements for storage facilities in order to obtain required storage capacities for award. All lease arrangements for storage facilities must be fully disclosed and copies provided to DAS. The disclosure, to be included in the bid response, should contain the name of the lessor, address of location and contact number. The location of any such facility shall be physically located in the State of Ohio. Should it be necessary to store commodity foods in more than one (1) location, product will be combined at a single location when released to recipient agencies. Any outside facility used by the Contractor will participate in the ODE inspection and compliance reviews. The contract awardee will remain fully responsible for operations or actions undertaken by its Subcontractors. However, all leases for facilities must be inspected and approved by OCN or its designee and the Office of Procurement Services before entry into such subcontract. Contractors must require their Subcontractors to maintain insurance at levels consistent with the subcontracted work being performed.

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

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

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

Recipient agencies are eligible to make purchases of available commodity items in any amount during the monthly ordering periods as determined by the State. The number of participating recipient agencies may fluctuate up or down from year to year. The amount of product the recipient agencies may utilize within the commodity program may fluctuate up or down from month to month or year to year. The State makes no representation or guarantee the recipient will purchase the volume of commodity items and/or services as presented in the Invitation to Bid. Due to the unpredictable nature of future trends of commodity distribution in the state between successive months/successive years, the State of Ohio has no obligation to guarantee any volume of product or storage, handling, delivery or transfer. To the extent, the State of Ohio will order commodity items to be handled by the Contractor just in time for the commodity items to be delivered to the recipient agencies.

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

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

Contractor will indicate by checking the appropriate boy(es) below, which made of transportation will apply to this contract

#### AUTOMOBILE LIABILITY CHECKLIST:

 and appropriate sortion, in an appropriate sortion, in an action and action action and action action and action action and action actio
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 \$750,000.00 in accordance with 49 CFR 387.9.
Goods/Services will be delivered via common carrier.
No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

#### SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

<u>DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:</u> , Paragraph G.):
Bidders seeking to enter into a service contract shall disclose the following:
a) Principal location of business for the contractor (Name/City/State/Country)
b) Principal location of all subcontractors (Name/City/State/Country)
c) Location where services will be performed (Name/City/State/Country)
d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

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, locations where services 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.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This solicitation is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All offerors/bidders must be an Ohio certified MBE as of the solicitation due/opening date. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <a href="http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx">http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx</a>.

#### SPECIFICATIONS AND REQUIREMENTS

#### I. SCOPE OF WORK:

This bid is issued to obtain Contractors to receive, store, transfer and deliver USDA commodity foods. Any estimated quantities listed herein are based on historical data. The obligation of the State to continue this agreement is contingent upon the continued donation by the USDA of commodities for which warehousing is required. Recipient agencies are eligible to make purchases of available commodity items in any amount during the monthly ordering periods as determined by the State. Pursuant to Federal Regulations <a href="mailto:250.12(c)(2)">250.12(c)(2)</a> and <a href="mailto:250.14(d)">250.14(d)</a>, the term of any contract issued as an outcome of this ITB shall be one year, from July 1, 2015 through June 30, 2016.

#### II. APPLICABLE DOCUMENT:

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

#### III. REQUIREMENTS:

#### A. Receipt and Storage

The Contractor shall furnish all personnel, equipment, storage and administrative services which are necessary to receive, store, and deliver commodity foods to recipients identified in Internet Based Electronic Warehouse Transactions provided by the OCN or its designee. All Internet Based Electronic Warehouse Transactions must be performed by the successful Bidder.

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

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

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

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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

The warehouse facilities shall include adequate dry storage capabilities, frozen storage capabilities and cooler storage capabilities as specified on pages 21, in Section XIV.B Cubic foot capacity of storage spaces (a - d).

All warehouse facilities will be in continuous compliance with the USDA and U.S. Food and Drug Administration Guidelines pertaining to storage and distribution of manufactured foods and applicable Ohio Food Storage Laws.

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

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

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

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

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

The Contractor shall be responsible for demurrage, detention, switching, or any other charges, which may accrue after the piggyback trailer or truck has been placed for unloading by the USDA's carrier at the point of destination, or in the event that such piggy-back trailer, and/or truck placement is prevented by any factors caused by the Contractor. The Contractor shall not assess any fees, such as lumper fees or other charges, in regard to the receipt of commodities.

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

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

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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

#### B. Delivery

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

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

The Contractor will provide adequate delivery vehicles as follows:

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

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

By July 1<sup>st</sup> of each contract year the Contractor shall furnish the OCN or its designee, a delivery schedule for all recipients for the next full contract year. Changes made to the delivery schedule throughout the year must be approved through ODE in order for system delivery schedule to reflect actual delivery dates. The schedule will show the day of each month each recipient is scheduled to receive delivery. Delivery service to be provided under this contract include once per month delivery, twice per month delivery and weekly delivery. Deliveries shall be made to recipients between the months of August of each year through June of the following year. There shall be no minimum case delivery requirement for any school district with a once-a-month, twice-a-month or weekly delivery schedule.

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

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

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

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

Deliveries to schools when they are in session shall be made between 6:00 a.m. and 1:30 p.m. All shipments shall be delivered as inside deliveries; product to be delivered inside the designated school facility (detailed explanation of inside delivery on page 24, paragraph E). Dock delivery is not permitted unless the school official chooses to do so and will be on a case by case basis. Driver and/or other representatives of the Contractor shall deliver commodity foods to designated storage areas at each recipient agency delivery site. Delivery personnel will not be required to store commodity food on shelves or rotate stock. However, delivery personnel will be required to place frozen foods in freezer storage area, refrigerated foods in cooler storage area and dry foods in dry storage area. Delivery personnel and designated agency representative shall verify accuracy of items, quantities of each item delivered, total quantity delivered, and condition of merchandise. The recipient agency representative shall have sufficient time during the delivery to validate the completeness and accuracy of the delivery. Both driver and recipient agency representative will sign each delivery receipt. During the months of August, May and December there may be up to two (2) deliveries to each recipient agency.

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

Designated receiving areas have the following parameters:

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

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

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

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

#### C. Pick Up

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

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

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

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

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

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

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

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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

#### D. Accountability and Record Keeping

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

- 1. Maintaining complete truck/trailer seal records and unloading tallies;
- Completing and filing with OCN or its designee the overage, shortage, and damage reports (FNS-57) and receiving reports;
- Providing OCN or its designee with product date information including (but not limited to) date product was received and product date description such as expiration date, best-if-used-by date, pack date, sell-by date, etc.
- 4. Counting food items for shipment in such quantity and of such types as identified by OCN or its designee Internet Based Electronic Warehouse Transactions;
- 5. Obtaining signed receipts (original bills of lading) from carriers of commodity foods;
- Mailing receiving reports and submitting Internet Based Electronic Warehouse Transactions to the OCN or its designee within five (5) business days after receipt.
- 7. Delivery confirmations must be submitted through the Internet Based Electronic Warehouse Transactions to the OCN or its designee within five (5) business days after the delivery of the commodity item(s) to the recipient agencies.
- 8. Submitting a monthly inventory report to OCN or its designee for reconciliation within five (5) business days after the last day of each month, containing the following information by item code number and product description:
  - Beginning inventory as of the first of the month.
  - b. Product received for the account of OCN or its designee from all sources.
  - c. Product released for the account of OCN or its designee to all sources.
  - d. Ending inventory as of the last day of the month.
- When requested, the Contractor shall be required to provide OCN or its designee with inventory balances or other information on inventory via telephone or in writing, between written inventory reports;
- Upon request, the Contractor shall provide OCN or its designee with information from its records to reconcile recipient invoices and inventory balances;
- 11. The Contractor shall furnish to the Department of Education the name of one (1) person and two backup persons who can be reached twenty-four (24) hours a day in the event of an emergency.
- 12. The Contractor shall keep inventory records capable of producing a list of recipients that received product from any particular in-bound load. Contractor will be required to track which schools received commodities from every lot or batch number that is received and stored in its warehouse.

#### IV. RESPONSE TO DISASTERS

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

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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

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

### V. LIABILITY FOR LOSS OF COMMODITY FOODS

The Contractor agrees to assume all liability for any loss of, or damage to commodity foods through the failure to exercise care regarding the commodity food. The contractor shall exercise the same level of care that a reasonably careful person would exercise under similar circumstances. The Contractor further agrees to assume liability for any loss or damage to USDA commodities incurred during storage, distribution or pickup, including liability for the delivery of commodity foods to ineligible recipient agencies to the extent the Contractor fails to exercise care. Contractor shall reimburse the State agency or the USDA for the shortage, damage, or loss based upon USDA commodity entitlement price and the associated processing charges, when applicable, in effect during the commodity distribution year.

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

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

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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

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

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

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

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

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

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

#### VII. ADDITIONAL STORAGE FACILITY

Upon meeting the storage space capacity requirements in the ITB and in the event the awarded Contractor's warehouse(s), are unable to store the full quantity of any item after the commencement of the contract, the Contractor agrees to provide storage at another location and shall be fully responsible for any additional storage, handling, delivery or administrative charges incurred by such arrangements. Such facility shall be physically located in the State of Ohio and OCN or its designee shall approve the use of the facility. Contractor agrees to provide full access to OCN or its designee to obtain records from such facility as are applicable to the originally contracted warehouse. Should it be necessary for the warehouse to store commodity foods in more than one (1) location, product will be combined at a single location when released to recipient agencies. Any outside facility used by the Contractor will participate in the Ohio Department of Education inspection program.

#### VIII. RECORDS

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

#### IX. RECIPIENT AGENCY CONTACT PERSON

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

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#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

#### X. INTERNET BASED ELECTRONIC WAREHOUSE TRANSACTIONS

The Contractor will be required to use the OCN's or its designee's Internet Based Electronic Warehouse Transactions and the Internet based USDA Web Supply Chain Management System (WBSCM) to implement this contract. It will be the responsibility of the Contractor to work with the OCN or its designee and the USDA to implement additional or revised data transmissions and entries as may be required by OCN or its designee and the USDA. All costs related to changing a warehouse internal computer system to be compliant with OCN, is the sole responsibility of the Contractor.

#### **USDA WBSCM**

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

#### OCN or its Designee Internet Based Electronic Warehouse Transactions

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

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

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

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

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

#### Shipping Notification Transaction - Export from CATS.net (Exhibit A)

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

Receipt Confirmation Transaction - Import to CATS.net (Exhibit B)

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

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

#### <u>Delivery Notification Transaction</u> - Export from CATS.net (Exhibit C)

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

<u>Delivery Confirmation</u> - Import to CATS.net (Exhibit D)

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

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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

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

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

Testing for the ability to import / export valid transactions must be completed and ready for use within four weeks after the award of the contract. All costs related to changing a warehouse internal computer system is the sole responsibility of the contractor.

## XI. <u>ADDITIONAL ELECTRONIC DOCUMENTS TRADED BETWEEN OCN or its designee AND THE WAREHOUSES - SPREADSHEETS</u>

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

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

## XII. GENERAL REQUIREMENTS

The Contractor shall, within three (3) business days after the award of the contract, submit a written identification and notification to the OCN or its designee of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized Representative to whom all correspondence, official notices and requests related to the Contractor's performance pursuant to the contract shall be addressed. The contact information of a backup individual shall also be required.

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

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

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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

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

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

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

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

- D. <u>Trash</u>: All trash shall be removed from the premises and placed in containers outside of the building to be hauled away by the Contractor on a regularly scheduled basis.
- E. <u>Complaints</u>: A copy of all complaints from recipient agencies shall be immediately forwarded to OCN or its designee. The Contractors and all Subcontractors agree to cooperate fully with OCN or its designee in the investigation of all complaints received in connection with the distribution of commodities. The Contractor and all Subcontractors agree to correct any irregularities disclosed within a reasonable time frame and shall report promptly in writing to OCN or its designee detailing all corrective measures taken.
- F. <u>Stock Responsibility</u>: The warehouse shall be responsible for maintaining the quality of the product stored through proper rotation of stock and from loss of product by mysterious disappearance, ammonia damage, water damage, damage by infestation, or any other losses from which the warehouse is normally required to maintain protection as a public warehousing company. In consideration of Section G, a commodity product delivered to the warehouse at a more recent date may be first distributed if the shelf life of the product is shorter than existing product in storage.
- G. <u>Shelf-Life and Expiration Date Monitoring</u>: The Contractor shall regularly monitor the shelf life and expiration date of all products in storage and shall promptly provide information about products that are approaching the end of their shelf life or expiration dates to OCN or its designee. Warehouse shall also promptly contact OCN or its designee in the event of a newly delivered product to the warehouse having a shorter shelf life than the same product that is already in storage at the warehouse.

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

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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

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

- Inspections: The Contractor shall also permit unannounced inspections, reviews, and audits of the stored products by representatives of the USDA and OCN or its designee.
- J. Federal, State, and/or Local Health Inspections: In accordance with Title 7, Part 250 Donation of Foods for Use in the United States, Its Territories and Possessions and Areas Under Its Jurisdiction, Subpart B General Operating Provisions, §250.14 Warehousing, distribution and storage of donated foods; (b) Distributing agencies, subdistributing agencies and recipient agencies shall ensure that storage facilities have obtained all required Federal, State and/or local health inspections and/or approvals and that such inspection/approvals are current. If the facility being offered has been inspected within the past twelve (12) months and obtained approvals, current inspection report(s) will be accepted by the State of Ohio. Otherwise, upon request from Office of Procurement Services the bidders must submit the original signed report from the inspecting agency indicating the bidder has achieved the approval within twenty-one (21) calendar days of notification. Thereafter, the successful vendor shall be reviewed annually.
- K. <u>Distribution to Recipients</u>: It is understood that additional recipient agencies may come into the program, and that current recipient agencies may be removed from the program. The Contractor shall accommodate requests by OCN or its designee to add new recipient agencies to the program for the provision of commodity distribution services during the school year. The contractor shall limit distribution of USDA commodities and state processed USDA commodities, received on behalf of OCN or its designee, to authorized agencies determined to be eligible in accordance with written instructions issued by OCN or its designee to the contractor. Such distribution is not to be in excess of the quantities established by OCN or its designee.
- L. <u>Recipient Agency Storage</u>: It is also agreed that individual recipients of commodity food may request that the warehouse store its allocation of commodity food in lieu of accepting delivery. In such cases, storage costs are not the responsibility of the ODE/OCN. Such contractual arrangements and storage costs shall be between the Contractor and the individual recipient agency. In the event of such arrangements, the warehouse shall promptly send Delivery Confirmations to OCN or its designee for all commodity items that OCN or its designee distributes to each recipient agency, but held in storage in the warehouse for the agencies. Such commodities must be separated in the warehouse and must not be included in the warehouse counts during physical inventories.
- M. <u>Delivery Shorts</u>: The Contractor shall promptly notify OCN or its designee of all shortages of commodity foods prior to delivery to recipient agencies. Such notification shall allow OCN or its designee to resolve any stock-outs to recipients, minimizing the number of recipients shorted any commodity food item.
- N. <u>Transition Plan</u>: At the termination of this contract, all commodity foods are to be removed by the subsequent successful Bidder. Payment for storage and handling of commodity foods after termination shall be at the rates in effect at the time of contract termination. The handling charge includes all charges for removing the stored commodities from Contractor's warehouse and loading of trucks and/or rail equipment to remove such stored commodities. No additional charges are to be made or will be paid.

The Contractor shall assist the State in the timely and orderly removal of the stored commodities from its facilities by providing the necessary manpower and equipment to move the stored commodities from the actual storage areas and load either the trucks or rail equipment the State has provided to remove such commodities; allowing the State access to such commodities during normal business hours; by not restricting the number of trucks or rail equipment to be loaded during such business hours; by assisting the State in any other way necessary to effect the timely and orderly removal of such commodities, as directed by the ODE, Office for Child Nutrition.

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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

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

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

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

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

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

#### A. Loading/ Unloading

#### 1. Prior to unloading:

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

#### 2. During unloading:

- a. Close the door during intervals of inactivity. Hold the door open only during times when removal of containers is in progress.
- b. Examine the product at intervals during unloading so as to readily detect any signs of concealed damage. The driver of the truck or railroad agent should immediately be notified of exceptions.
- Check the thermometer periodically throughout the unloading process to prevent accidental thawing of the commodity.
- 3. During the winter months, it is also important to determine that heaters are working and that canned goods have not been frozen.

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

#### B. <u>Contractor Handling of Damage Commodities</u>

The Contractor shall follow form FNS Instruction 709-5 concerning the receipt, handling, and recouping of damaged commodities. The Contractor will cooperate with the carrier in salvaging damaged commodities. If it is reasonably possible to utilize part of the damaged product, the shipment received over, short, and/or damaged (FNS-57 Report – see page 42) should clearly show the gross loss, the amount salvaged, and the net loss. Make sure that if damaged products are rejected to the carrier, the rejection is shown on the bill of lading and carrier's inspection report, if one is issued. Do not release the damaged product to the carrier without obtaining a signed salvage receipt. The salvage receipt should be obtained from the carrier or its agent when the rejected, damaged product is actually picked up.

Damaged products should be dumped or destroyed only in accordance with an insurance carrier, USDA, or OCN or its designee directive. If the carrier or its agent does not pick up the salvage after it has been given the opportunity to do so, and the damaged product is of the type that creates storage problems and/or sanitary and odor problems, the carrier should be notified of this fact promptly, and in any case, prior to disposing of it by dumping, it is essential that, if possible, the carrier make a record of that fact; and the Contractor should make a detailed record to be retained in its files in the event it is needed to support the claim. If shortage or damage is discovered, Contractor should immediately notify the local agent or other proper authority by telephone and advise them of the discrepancy. This should be done in all cases, even if an inspection has been waived by the carrier. If the Contractor is unable to contact the proper party, a record should be made of this fact and this information should be made a part of the Contractor's file on the car or truck being received.

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

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

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

#### C. Handling of Extensive Damage

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

#### D. Unloading by Stop-off Contractors

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

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

- 1. Level off the load as instructed by the local carrier's agent and/or as stated in the applicable AAR pamphlet.
- Repair the bracing if necessary.
- 3. Reseal the trailer.

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

- 4. Make record of all the seals on the car prior to release.
- 5. If the carrier handles the responsibility of sealing the trailer, immediately advise him/her when unloading is completed and request him/her to reseal the trailer and make and retain in your file a record of the seal numbers.
- 6. On refrigerated trailers, again check the mechanical refrigeration unit to insure that it is on and operating.

#### E. Leveling Off a Load by Stop-off Contractors

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

#### F. Repair of Bracing by Stop-off Contractors

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

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

#### G. Damage or Shortage at Stop-off Contractor

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

#### H. Receipt of Truck Shipments

Caution should be used when receipting for truck shipments since once the trucker's delivery receipt is signed, if damages and/or shortages have not been noted, it is final. The Contractor should not sign or initial a receipt for the product delivered before it has been determined whether there is damage and/or shortage received in the shipment. It is imperative that any damage and/or shortage received in a particular truck be noted accordingly on the delivery receipt and in the completion of an FNS-57 or an Over, Short, and/or Damage report by the Contractor. Therefore, the Contractor will be liable for any short or damaged products not indicated on the delivery receipt and FNS-57 Report, or an Over, Short, and/or Damage report.

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

#### I. Documentation

Under the Commodity Credit Corporation Charter Act and the Federal Claims Collection Act, the U. S. Department of Agriculture will determine liability for any losses and make the decision as to whether or not a claim will be pursued. Under Interstate Commerce Commission rules and, specifically Ex Parte 263 (Rules, regulations and practices of regulated carriers with respect to the processing of loss and damage claims), the carriers are required to obtain certain documentation prior to payment of claims. It is, therefore, important for each Contractor, at stop-off and final destination, to fully document the receipt of commodities received. Damage and/or shortage, no matter how small, should be reported on the FNS-57 and to the destination-line haul carrier or truck driver. Since in most instances, carriers against which claims are filed request documentation in addition to that furnished with the claim, the USDA Kansas City Commodity Office (KCCO) will receive a copy of the requested information and/or documentation from the USDA Food and Consumer Service Regional Office and they, in most instances, will obtain it from the Contractors. Records that each Contractor should maintain may differ and depend on whether they pertain to stop-off Contractor or the final Contractor, or if damage and/or shortage in a shipment are being reported. The records to be completed should consist of, but are not limited to, the following:

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

#### XIV. CONTRACTOR AND/OR SUBCONTRACTOR QUALIFICATIONS

- A. Experience: The contractor and/or it's subcontractor must have twelve (12) consecutive months of experience in either wholesale food distribution or as a public warehouse, distributing food and be financially viable. Requirement is the same for one or more regions. The offering company or it's subcontractor must own or lease the facility being proposed for operation, be an Ohio company, employ personnel handling the functions of storage, handling, receiving and shipping; perform all administrative and computer operations required in the daily operation of a distribution facility.
- B. Storage Space Capacity: (PER REGION)

Cubic foot capacity of storage space must be readily available for each warehouse region when needed.

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

- 1. Freezer three hundred thousand (300,000) freezer cubic feet available.
- 2. Cooler fifty-six thousand (56,000) cooler cubic feet available.
- 3. Dry- one hundred fifty-seven thousand (157,000) dry cubic feet available.
- 4. Special Care sixty-seven thousand (67,000) cubic feet (for staging).

#### SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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

ASI or AIB – 85th percentile or above.

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

- D. Ohio Department of Agriculture Inspection: The awarded facility must have or receive and maintain a score of passing from the Ohio Department of Agriculture. The Department of Agriculture's inspection will be scheduled after the opening of the ITB. A copy of the Ohio Department of Agriculture Audit Report shall be provided to OCN or its designee upon receipt.
- E. <u>Throughput</u>: Upon request the successful bidder must be able to demonstrate, an average monthly throughput of 40,000 cases per month over the last calendar year per region. This volume must have been demonstrated for six (6) months within the last year. At least 50% of the 40,000 cases average monthly throughput shall be frozen cases. The successful bidder shall provide this information in the format required by OCN or its designee and certify all information to be accurate. The information provided will be for one (1) year: JANUARY 2014 THROUGH DECEMBER 2014. The successful bidder will be required to provide the Throughput Report in the format requested by OCN or its designee, stated in cases per month to verify the volume requirement.
- F. <u>Warehouse Legal Liability</u>: Contractor agrees to maintain warehouse legal liability insurance at a limit not less than \$2,000,000 per occurrence, and covers the loss, damage, or destruction of property in the care, custody, and control of the Contractor per location if requested.
- G. <u>References Required</u>: Each bidder and/or it's subcontractor is to submit with the bid a listing of three (3) references with whom you are or have currently provided storage and delivery services, at minimum, during the last year. Please include name, address and current telephone number of each reference.
- H. <u>Certification of PUCO Authority</u>: Each Bidder shall submit with this response a notarized letter certifying that the carrier providing the pick-up and delivery services related to any ensuing contract, currently has all intrastate operating authority as required by the Public Utilities Commission of Ohio (PUCO). Additionally, such letter shall list all PUCO certificates and/or permit numbers, as well as the names of the carrier involved. The State reserves the right to submit such documentation to the PUCO for verification.
- I. A written narrative or any other printed technique to demonstrate ability to satisfy the Scope of Work. The narrative shall describe a logical progression of tasks and effort starting with the initial steps or tasks to be accomplished and continuing until all proposed steps or tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical problem.

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

In addition, the Bidder shall describe such items as:

- 1. The specific location of warehousing and required destination points for receipt of railcars and truck shipments;
- The number of employees available to perform warehousing responsibilities such as storekeepers, forklift drivers, accounting personnel, supervisors, etc;
- 3. Cubic foot capacity of storage spaces as described in section XIV.B, page 21 of the ITB
- 4. Number and description of equipment available;
- 5. Number of truck docks available;

## SPECIFICATIONS AND REQUIREMENTS (CONT'D)

- 6. The transportation capability shall include, but not limited to, the following information:
  a. Type and number of delivery vehicles;
  b. Capacity in gross weight of each delivery vehicle;
  c. Background checks shall be performed on all personnel involved with delivery of commodity foods to a school.

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#### **NOTES**

A. <u>Bid Price</u>: The Bidder will quote a monthly per case storage charge, a per case delivery charge, and a one-time per case handling charge for each type of product (dry, cooler, or frozen) inclusive of any administrative service charges for the following monthly case throughput activity: 0 – 14,500; 14,501 – 57,500; and 57,501 and above activity. A bid price for all intrastate (warehouse to warehouse) transfer charges shall also be included. These case prices shall be shown on "PRICE SCHEDULE", which will be returned with this Bid.

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

- B. Bidders shall not reformat the pricing pages. Each Bidder must complete the pricing pages in the original format provided. Separate bid prices must be submitted for each warehouse region.
- C. <u>STORAGE CHARGES (RECEIVING & RECURRING)</u>: For the purposes of the ITB, and resultant contract, storage charges will include recurring storage and the initial storage (first time entry of goods into the warehouse). Product received from the 1<sup>st</sup> 15<sup>th</sup> will be charged at the full storage rate. Product received from the 16<sup>th</sup> to the end of the month, will be charged at one-half (1/2) the storage rate.
- D. <u>HANDLING (IN/OUT) CHARGES</u>: For the purposes of the ITB, and resultant contract, handling charges will cover inbound unloading of goods (receiving), any movement of goods within the warehouse (e.g. order picking/packing), and all administrative charges. In the event of termination of the contract, handling charges shall cover cost of removal of commodities from warehouse and loading of trucks and/or rail equipment to remove such stored commodities. The handling charge will be a one-time charge accessed to OCN or its designee at the time the products are received by the Contractor.
- E. <u>DELIVERY (INSIDE)</u>: For the purpose of the ITB, and resultant contract, delivery charges will cover charges of goods delivered inside the designated school facility (dock delivery is not permitted, unless approved by school official). Product is to be taken into the building. Freezer goods are placed inside the designated freezer, cooler goods in the designated cooler area, and dry goods in the designated dry area. Delivery personnel is not responsible for placing product on the shelves, organization nor the rotation of the product during delivery.
- F. <u>THROUGHPUT</u>: For the purpose of the ITB, and the resultant contract, throughput is considered the number of cases at which a company can handle, to include cases received, picked/pulled and delivered within a certain timeframe.

#### G. INTRASTATE COMMODITY TRANSFERS

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

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

## **EXHIBIT A**

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

12/12/2014

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

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

File Type: TEXT

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

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

#### **EXHIBIT B**

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

12/12/2014

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

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

File Type: TEXT

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

Field Seq.	Position From	Position To	Description	Field Size	Field Type	Notes
1	1	4	SCHOOL YEAR	4	C(4)	To-year of School Year (i.e. 2011-2012 = "2012")
2	5	14	SALES ORDER NUMBER	10	C(10)	Unique Order Number Assigned by the USDA
3	15	20	SALES ORDER ITEM	6	C(6)	Used with the Sales Order Number, the Sales Order Item Creates a Unique ID for the USDA Order
4	21	28	NOT EARLIER THAN DATE	8	C(8)	YYYYMMDD – Can Not Receive Shipment Earlier Than Date
5	29	36	NOT LATER THAN DATE	8	C(8)	YYYYMMDD – Can Not Receive Shipment Later Than Date
6	37	43	UNITS	7	N(7,0)	Number of Units Received by the Warehouse (Cases or Pounds); Must be numeric; Must have a zero for no units received (not spaces)  Note: This number will include any damaged units received in the shipment.
7	44	53	MATERIAL ID	10	C(10)	Material ID Assigned by the USDA
8	54	60	GROSS WEIGHT	7	N(7,0)	Gross Weight of Shipped Items
9	61	67	UNITS DAMAGED	7	N(7,0)	The Number of Damaged Units Received by the Warehouse
10	68	75	RECEIPT DATE	8	C(8)	The Date the Shipment was Received by the Warehouse.
11	76	84	TRANSACTION NUMBER	9	N(9,0)	Assigned by CATS

#### Notes:

- 1) This record layout is identical to the Shipping Notification
- 2) Units Damaged, Receipt Date are added before sending back to ODE
- 3) Units is replaced by actual units received if different than shown in the Shipping Notification

## EXHIBIT C

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

12/12/2014

#### **Delivery Notification Transaction** (Sent to Warehouses for Agency Deliveries)

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

File Type: TEXT

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

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

## EXHIBIT D

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

12/12/2014

<u>Delivery Confirmation Transaction</u> (Sent to CATS by Warehouse to Confirm Agency Deliveries)

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

File Type: TEXT

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

Field Seq.	Position From	Position To	DESCRIPTION	Field Size	Field Type	Notes
01	1	4	SCHOOL YEAR	4	C(4)	To-year of School Year (i.e. 2011-2012 = "2012")
02	5	13	ORDER NUMBER	9	C(9)	Unique Order Number Assigned by CATS
03	14	15	SHIP TYPE	2	C(2)	"WI" = Ship from Warehouse to Agency "RS" = Resend Transaction
04	16	21	AGENCY ID	6	C(6)	Assigned by OCN
05	22	28	SHIP FROM LOCATION	7	C(7)	Ship From Location Number Assigned by the USDA
06	29	38	SHIP TO LOCATION	10	C(10)	Assigned by OCN  Note: This will be the entire site number 999999-001. If two different agencies are using the same Delivery Location, the first 6 digits will not be the same as the Agency ID for one of them.
07	39	46	DELIVERY DATE	8	C(8)	YYYYMMDD – Date Delivered to Recipient; For overage, shortage and damaged line items, must use the delivery date that the order was delivered or the scheduled delivery date if no items in the order are delivered
80	47	56	MATERIAL ID	10	C(10)	Material ID Assigned by the USDA
09	57	63	UNITS DELIVERED	7	N(7,0)	Number of Units (Cases) Actually Delivered; Must be numeric; Must have a zero for no units received (not spaces)
10	64	64	OVER SHORT CODE	1	C(1)	"O" Delivered More Cases than Ordered "S" Delivered Less Cases than Ordered "D" Delivered Cases Contained Damages
11	65	74	BATCH NUMBER	10	C(10)	Batch Number Assigned by CATS
12	75	82	TRANSACTION DATE	8	C(8)	YYYYMMDD - Date Transaction Created
13	83	91	TRANSACTION NUMBER	9	N(9,0)	Assigned by CATS

## EXHIBIT E

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

12/12/2014

**Delivery Locations** (Sent to Warehouses)

File Name: DeliveryLocationsWWWW.xls (WWWW = Warehouse Number)

File Type: Excel

Field		Field	Field	
Seq.	DESCRIPTION	Size	Type	Notes
01	SCHOOL YEAR	4	C(4)	"To-year" of a School Year (i.e. SY 2011-2012= 2012)
		4	C(4)	"NSLP" = School Lunch
02	PROGRAM			"SFSP" = Summer Food Program
				"EFAP" Emergency Food Assistance
03	WAREHOUSE CODE	4	C(4)	Warehouse Code assigned by OCN
04	COUNTY	2	C(2)	
05	REGION	4	C(4)	Shipping Region as Defined by OCN
06	AGENCY ID	6	C(6)	Assigned by OCN
				1 = 1 Delivery (Inside)
07	NUMBER OF DELIVERIES	2	N(2,0)	2 = 2 Deliveries (Inside)
				4 = Weekly Deliveries (Inside)
08	DELIVERY TYPE CHANGE FLAG	1	C(1)	"X" = Changed
	BEETVERT THE GIVETOETERS			" " = No Change
		10	C(10)	Assigned by OCN
				N. 4. This will be accessed and 164. 186.
09	SHIP TO LOCATION			Note: This will be the entire site number 999999-001. If two different
				agencies are using the same Delivery Location, the first 6 digits will not be
				the same as the Agency ID for one of them.
10	ACTIVE FLAG	1	C(1)	"Y" = Active, "N" = Deactivated (Deleted)
			` ′	"X" = Deactivated (Deleted)
11	DEACTIVATED	1	C(1)	" " = No Change (Active)
12	SHIP LOCATION NAME	30	C(30)	Ship Location Name, Usually a School Building Name
13	NAME CHANGED	1	C(1)	"X" = Ship Location Name Changed
		I I	` ′	" " = No Change
14	CONTACT NAME	25	C(1)	Name of Person to Contact at the Ship Location
15	CONTACT CHANGED	1	C(1)	"X" = Contact Name Changed
		•		" " = No Change
16	ADDRESS LINE 1	30	C(30)	Address Line 1 of the Ship Location
17	ADDRESS LINE 2	30	C(30)	Address Line 2 of the Ship Location
18	CITY	25	C(25)	City Name of Ship Location
19	STATE	2	C(2)	"OH"
20	ZIP CODE	5	C(5)	First 5 Characters of the Zip Code
21	ZIP+4	4	C(4)	4 Additional Characters of the Zip Code

## EXHIBIT E (CONT'D)

Field		Field	Field	
Seq.	DESCRIPTION	Size	Type	Notes
22	TELEPHONE NUMBER	10	C(10)	Area Code + Phone Number (i.e. 6144660707)
23	PHONE CHANGED	1	C(1)	"X" = Telephone Number Changed, " " = No Change
24	TELEPHONE EXTENSION	5	C(5)	Telephone Extension Number
25	EXTENSION CHANGED	1	C(1)	"X" = Telephone Extension Changed " " = No Change
26	FAX NUMBER	10	C(10)	Area Code + Fax Number (i.e. 6144660909)
27	FAX CHANGED	1	C(1)	"X" = Fax Number Changed " " = No Change
28	GROUND LEVEL DELIVERY	1	C(1)	"Y" = Ground Level Delivery Available "N" = Ground Level Delivery Not Available
29	GROUND LEVEL DELIVERY CHANGED	1	C(1)	"X" = Ground Level Delivery Available Changed " " = No Change
30	DOCK LEVEL DELIVERY	1	C(1)	"Y" = Dock Level Delivery Available "N" = Dock Level Delivery Not Available
31	DOCK LEVEL DELIVERY CHANGED	1	C(1)	"X" = Dock Level Delivery Available Changed " = No Change
32	ACCOMMODATE 24' TRAILER	1	C(1)	"Y" = Can Accommodate a 24' Trailer "N" = Can Not Accommodate a 24' Trailer
33	ACCOMMODATE 24' TRAILER CHANGED	1	C(1)	"X" = Accommodate 24' Trailer Changed " = No Change
34	DELIVERY INFORMATION	80	C(80)	IRN Entered Additional Delivery Information
35	DELIVERY INFORMATION 2	80	C(80)	IRN Entered Additional Delivery Information Part 2
36	DELIVERY INFORMATION 3	80	C(80)	IRN Entered Additional Delivery Information Part 3
37	NEW SHIP LOCATION	1	C(1)	"X" = New Ship Location Added by IRN " = Not New Ship Location
38	SHIP LOCATION MODIFIED	1	C(1)	"X" = Ship Location Modified – Note: Only modified records will be sent to each warehouse

## EXHIBIT F

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

12/12/2014

**Agency Closed Delivery Days** (Sent to Warehouses)

File Name: IrnClosedDays WWWW.xls (WWWW = Warehouse Number)

File Type: Excel

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

#### Notes:

Only records that show closed week-days for the corresponding agencies will be sent to the warehouses. Week-end days are always closed. An assumption may be made that all other week-days will be open for delivery if not contained in this file.

## **EXHIBIT G**

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

12/12/2014

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

File Name: DeliverySchedulesWWWW.xls (WWWW = Warehouse Number)

File Type: Excel

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

## EXHIBIT G (CONT'D)

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

## EXHIBIT H

Α	В	С	D	E	F	G	H	
1	Wareho	use	Inventory Summary Report			Ohio	Department Child Nutriti	
	rogram Ye				Warehouse:	Cloverfield V	Varehouse 3	34-981-294
h	nventory Mo	nth: Nov	ember					
- 1	- 1100 201201 - 10 TO 40		7.5 ag/l 50c <sup>-1</sup>					
	700	1921	2 3738	Begining	Units	Units	Units	Ending
,	Item		Description	Balance	Received	Adjusted	Shipped	Balance
	100012	E	Cheese Cheddar Red Fat Shred Yellow	9999	0	0	0	999
	100017	E	Cheese American Loaves	59	0	0	0	5
,	100117	E	Chicken Fajita	9999	0	0	0	999
	100121	E	Turkey Breast Deli	55	0	0	0	5
	100125	E	Turkey Roasts	9999	0	0	0	999
	100158	E	Beef Ground 40lb	41	0	0	0	4
	100184	E	Ham Frozen Water Added 40	9999	0	0	0	999
6	100188	E	Ham Cooked Frozen Cubed	45	0	0	0	4
	100212	E	Fruit Mix Canned	82	0	0	0	8
	100220	E	Peaches Diced Canned	9999	0	0	0	999
	100237	E	Cherries IQF Frozen	54	0	0	25	2
	100241	E	Peach Cups 4.4 oz	9999	0	0	0	999
	100253	E	Strawberries IQF Frozen	9999	0	0	0	999
	100250	E	Strawberry Cups	9999	0	0	0	999
	100296	E	Fruit Nut Trail Mix	9999	0	0	10	998
	100307	E	Beans Green Canned Low Sodium	52	0	0	52	
	100329	E	Tomatoes Diced	9999	0	0	0	999
	100348	E	Corn Frozen	9999	0	0	0	999
	100349	E	Corn Cobbettes Frozen	9999	0	0	0	999
1	100350	E	Peas Frozen	9999	0	0	0	999
	100352	E	Carrots Frozen	60	0	0	0	6
	100390	E	Peanut Butter 6/5lb	9999	0	0	0	999
-	100400	E	Flour A/P 8/5	9999	0	0	0	999
	100429	E	Macaroni 20	36	0	0	0	3
	100432	E	Rotini	44	0	0	0	4
•	100434	E	Rotini Whole Grain 20	9999	0	0	0	999
-	100439	E	Oil Vegetable	9999	0	0	0	999
	100467	E	Oats Rolled 25	9999	0	0	0	999
,	100494	Е	Rice Parboiled 25	9999	0	0	0	999
•	100938	E	Tortillas Whole Wheat 1.5 Oz	9999	0	0	0	999
	P600	Е	Potatoes Rounds Zero Trans Fat	80	0	0	80	
	P609	Е	Potatoes Triangle Hash Browns ZTF	200	0	0	200	
	P633	E	Chicken Strips Breaded 30	200	0	0	200	
	P713	E	Chicken Popcorn	300	0	0	300	
	P724	E	Beef Chili W/Beans	100	0	0	100	
	P750	E	PBJ Bars	150	0	0	150	
	P792	В	Gelatin Cups Lime W/Pears	16	0	0	0	1
	P792	E	Gelatin Cups Lime W/Pears	0	0	0	0	ĺ
	D007	_	Chanca Mazzaralla Stick Lita	300	.0	0	200	1

<u>SAMPLE</u>

## SUMMARY OF MONTHLY INVOICE FORMAT

STORAGE		UNITS/CASES	BID PRICE PER UNIT/CASE	COST		
	Recurring Storage					
	Dry	7,000	\$ 0.02	\$ 140.00		
	Cooler	2,000	\$ 0.04	\$ 80.00		
	Frozen	11,000	\$ 0.06	\$ 660.00		
	Sub-Total	11,000	Ψ 0.00	Ψ 000.00		
	Recurring Storage	20,000			\$ 880.00	
	Receipts (1st-15th)					
	Dry	2,400	\$ 0.02	\$ 48.00		
	Cooler	800	\$ 0.04	\$ 32.00		
	Frozen	6,800	\$ 0.06	\$ 408.00		
	Sub-Total					
	Storage-Receipts (1 <sup>st</sup> – 15 <sup>th</sup> )	10,000			\$ 448.00	
	Receipts (16 <sup>th</sup> -					
	End of Month)					
	Dry	1,200	\$ 0.01	\$ 12.00		
	Cooler	400	\$ 0.02	\$ 8.00		
	Frozen	3,400	\$ 0.03	\$ 102.00		
	Sub-Total	-,	,	,		
	Storage-Receipts					
	(16 <sup>th</sup> –					
	End of Month)	5,000			\$122.00	
	TOTAL STORAGE					\$ 1,490.00
HANDLING						
	Dry	3,600	\$ 0.25	\$ 900.00		
	Cooler	1,200	\$ 0.25	\$ 300.00		
	Frozen	10,200	\$ 0.25	\$ 2, 550.00		
	TOTAL HANDLING	10,200	Ψ 0.20	Ψ 2, 000.00		\$ 3,7500.00
						, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
<b>DELIVERY</b>						
	Dry	4,800	\$ 0.75	\$ 3,600.00		
	Cooler	1,600	\$ 0.75	\$ 1,200.00		
	Frozen	13,600	\$ 0.75	\$ 10,200.00		
	TOTAL DELIVERY	20,000				\$15,000.00
			NUMBER OF	BID PRICE PER	TDANCEED	
			NUMBER OF		TRANSFER	
			<u>TRANSFERS</u>	<u>TRANSFER</u>	COST	
INTDACTAT	E TRANSFERS CURRI	ENT MONTH				
	nsfer Truckload Trip(s)		1	\$ 100.00	\$ 100.00	
			1	\$ 60.00	\$ 60.00	
	nsfer Half-Truckload Tr nsfer Backhaul Trip(s)	ih(2)	1	\$ 60.00 \$ 50.00	\$ 60.00 \$ 50.00	
Sub-Total Tr			I	φ 50.00	φ 50.00	\$210.00
Sub-10tal If	anoltio					<b>φ∠ 10.00</b>
TOTAL INVO	ICE AMOUNT					\$ 20,450.00

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**COMMODITY ITEM LISTING** 

## Commodity listing and details are subject to change. Always obtain regular updates from commodity staff.

MATERIAL #	STORAGE TYPE	SHORT DESCRIPTION	PACK SIZE	PACK TYPE	TRUCK LOAD	NET PACK WEIGHT
100346	Freezer	Asparagus Frozen	12/2.5LB PKG	CSE	36,000	30.00
100307	Dry	Beans Green Canned Low Sodium	6/#10 CAN	CSE	34,656	38.00
100351	Freezer	Beans Green Frozen	30 LB CTN	CSE	39,600	30.00
100365	Dry	Beans Pinto Canned	6/#10 CAN	CSE	34,992	40.50
100371	Dry	Beans Lima Canned	6/#10 CAN	CSE	34,992	40.50
100362	Dry	Beans Refried Canned	6/#10 CAN	CSE	36,288	42.00
100370	Dry	Beans Kidney Red Canned	6/#10 CAN	CSE	34,992	40.50
100070	Diy	Beans Great Northern	0/#10 0/114	OOL	04,002	40.00
100373	Dry	Canned	6/#10 CAN	CSE	34,992	40.50
100360	Dry	Beans Garbanzo Canned	6/#10 CAN	CSE	34,992	40.50
100364	Dry	Beans Vegetarian Canned	6/#10 CAN	CSE	34,992	40.50
100352	Freezer	Carrots Frozen	30 LB CTN	CSE	39,600	30.00
100349	Freezer	Corn Cobbettes Frozen	96-EAR CASE	CSE	39,600	30.00
100348	Freezer	Corn Frozen	30 LB CTN	CSE	39,600	30.00
101014	Dry	Beans Lentil Dry Bag 25 Lb	2 / 25 LB BAGS	CSE	40,000	25.00
100350	Freezer	Peas Frozen	30 LB CTN	CSE	39,600	30.00
100330	Dry	Salsa Canned	6/# 10 CAN	CSE	36,252	39.75
100329	Dry	Tomatoes Diced	6/#10 CAN	CSE	34,884	38.25
100336	Dry	Spaghetti Sauce Canned	6/#10 CAN	CSE	37,842	39.75
100296	Refrigerated	Fruit Nut Trail Mix	5/5 LB BAGS	CSE	36,400	25.00
100257	Freezer	Strawberries Sliced Tub	6/6.5LB	CSE	39,312	39.00
100207	1100201	Juice Orange Singles	0/0.0LD	OOL	00,012	00.00
100277	Freezer	Frozen	70/4 OZ CTN	CSE	36,480	19.00
100206	Dry	Apple Slices Canned	6/#10 CAN	CSE	35,568	39.00
100258	Freezer	Apple Slices Frozen	30 LB CTN	CSE	39,600	30.00
100208	Dry	Applesauce Canned	6/#10 CAN	CSE	36,936	40.50
100210	Dry	Apricots Halves	24/#300 CAN	CSE	36,450	22.50
100210	Freezer	Apricots Fliced Frozen	20 LB BOX	CSE	38,000	20.00
100209	Dry	Apricots Canned	6/#10 CAN	CSE	36,936	40.50
100203	Freezer	Cherries IQF Frozen	40 LB CTN	CSE	38,400	40.00
100237	Freezer	Cherries 5+1 Frozen	30 LB CTN	CSE	38,400	30.00
100243	Freezer	Blueberries Wild Frozen	30 LB CTN	CSE	39,600	30.00
100243	T TCCZCI	Blueberries Cultured	30 LB CTN	OOL	33,000	30.00
100244	Freezer	Frozen	30 LB CTN	CSE	39,600	30.00
100253	Freezer	Strawberries IQF Frozen	30 LB CTN	CSE	39,600	30.00
100254	Freezer	Strawberries Sliced Frozen	30LB CARTON	CSE	39,600	30.00
100255	Freezer	Strawberry Cups	96/4 OZ CUPS	CSE	36,960	24.00
100219	Dry	Peaches Sliced Canned	6/#10 CAN	CSE	36,252	39.75
100210	Dry	Peaches Diced Canned	6/#10 CAN	CSE	36,252	39.75
100225	Dry	Pears Canned Diced	6/#10 CAN	CSE	36,024	39.50
100223	Dry	Fruit Mix Canned	6/#10 CAN	CSE	36,252	39.75
110080	Freezer	Chicken Roasted 8 Pieces	30 LB BOX	CSE	36,000	30.00
100294	Refrigerated	Raisins 30	30 LB CTN	CSE	41,400	30.00
			144/1.33 OZ			
100293	Refrigerated	Raisins 144	BOX	CSE	35,568	12.00
100125	Freezer	Turkey Roasts	32-48 LB CTN	CSE	40,000	40.00
100126	Freezer	Turkey Hams	40 LB CTN	CSE	40,000	40.00
100121	Freezer	Turkey Breast Deli	40 LB CONTAINER	CSE	40,000	40.00
100122	Freezer	Turkey Breast Deli Smoked	40 LB CTN	CSE	40,000	40.00
100117	Freezer	Chicken Fajita	30 LB CARTON	CSE	39,000	30.00
100119	Freezer	Turkey Taco Filling	6/5LB OR 10/3LB	CSE	39,000	30.00

ITEM/ MATERIAL#	STORAGE TYPE	SHORT DESCRIPTION	PACK SIZE	PACK TYPE	TRUCK LOAD	NET PACK WEIGHT
100158	Freezer	Beef Ground 40lb	4/10LB.	CSE	40,000	40.00
100173	Freezer	Pork Roast	32-40 LB CTN	CSE	40,000	40.00
100110	1100201	Ham Frozen Water Added	02 10 23 0 111	002	10,000	10.00
100184	Freezer	40	4/10LB	CSE	40,000	40.00
100187	Freezer	Ham Cooked Frozen Sliced	8/5 LB	CSE	40,000	40.00
		Ham Cooked Frozen			·	
100188	Freezer	Cubed	4/10 LB	CSE	40,000	40.00
100381	Dry	Beans Great Northern 25	25 LB BAG	CSE	40,000	25.00
		Apricots Canned Diced Ex				
110230	Dry	Lt Sucrose	6/10 CAN	CSE	36,936	40.50
110234	Dry	Peaches Canned Diced Ex Lt Sucrose	6/#10 CAN	CSE	36,252	39.75
		Peaches Canned Sliced Ex				
110236	Dry	Lt Sucrose	6/#10 CAN	CSE	36,252	39.75
	_	Pears Canned Diced Ex Lt				
110237	Dry	Sucrose	6/#10 CAN	CSE	36,024	39.50
440000	Dmi	Pears Canned Sliced Ex Lt	C/#40 CAN	CCE	20.024	20.50
110239	Dry	Sucrose Fruit Mixed Canned Ex Lt	6/#10 CAN	CSE	36,024	39.50
110233	Dry	Sucrose	6/#10 CAN	CSE	36,252	39.75
110233	ыу	Cheese Cheddar Red Fat	0/#10 CAN	USE	30,232	39.73
100012	Refrigerated	Shred Yellow	6/5 LB	CSE	38,400	30.00
100012	rtenigerated	Cheese Cheddar Red Fat	0/3 LB	OOL	30,400	30.00
100011	Refrigerated	Shred White	6/5 LB	CSE	38,400	30.00
100011	rtonigoratou	Cheese Cheddar Shredded	0.0 22	002	33,133	00.00
100003	Refrigerated	Yellow	6/5 LB	CSE	38,400	30.00
	<b>J</b> • • • • • • • • • • • • • • • • • • •	Cheese Cheddar Shredded			,	
100002	Refrigerated	White	6/5LB	CSE	38,400	30.00
		Cheese Mozzarella Lite				
100034	Freezer	Shred Frozen	30 LB BOX	CSE	40,320	30.00
		Cheese Mozzarella Frozen				
100022	Freezer	8/6 lb	8/6# LOAVES	CSE	40,320	48.00
100017	Refrigerated	Cheese American Loaves	6/5LB	CSE	39,600	30.00
100018	Refrigerated	Cheese American Sliced	6/5 LB	CSE	39,600	30.00
100937	Freezer	Pancakes Whole Wheat	144 CT. BULK	CSE	22,680	10.80
100000	_	Tortillas Whole Wheat 1.5	10/04 07 04 00	005	40.500	07.00
100938	Freezer	Oz	12/24 OZ BAGS	CSE	40,500	27.00
100400	Refrigerated	Flour A/P 8/5	8/5 LB	CSE	42,840	40.00
100919	Dry	Macaroni Whole Grain 20	20 LB	CSE	40,000	20.00
100434	Dry	Rotini Whole Grain 20	20 LB CTN	CSE	28,000	20.00
100429	Dry	Macaroni 20	20 LB CTN	CSE	40,000	20.00
100432 100396	Dry	Rotini Peanut Butter 6/5lb	20 LB CTN	CSE	28,000	20.00
100396	Dry Refrigerated	Rice Parboiled 25	6/5LB	CSE CSE	36,960	30.00 25.00
100494	Reirigerated		25 LB BAG	CSE	42,000	25.00
100439	Dny	Oil Vegetable	6/1 GAL BOTTLE	CSE	36,960	46.20
100439	Dry Dry	Spaghetti Whole Grain 20	20 LB	CSE	40,000	20.00
100427	Dry	Spaghetti 20	20 LB CTN	CSE	40,000	20.00
100420	Di y	Potatoes Rounds Zero	ZU LD UIN	USE	40,000	20.00
P600	Freezer	Trans Fat	6/5 LB	CSE	39,600	30.00
1 000	1100201	Potatoes Wedges Zero	O/O ED	JUL	00,000	50.00
P603	Freezer	Trans Fat	6/5 LB	CSE	36,960	30.00
. 555	1.00201	Potatoes Waffle Zero Trans			22,300	55.55
P606	Freezer	Fat	6/4.5 LB	CSE	37,800	27.00
		Potatoes Triangle Hash	-			
P609	Freezer	Browns ZTF	6/5 LB	CSE	39,600	30.00

ITEM/ MATERIAL#	STORAGE TYPE	SHORT DESCRIPTION	PACK SIZE	PACK TYPE	TRUCK LOAD	NET PACK WEIGHT
P612	Freezer	Potatoes Mashed	6/4 LB	CSE	41,184	24.00
F012	rieezei	Potatoes Seasoned Spiral	0/4 LD	USE	41,104	24.00
P615	Freezer	ZTF	6/4 LB	CSE	38,016	24.00
F015	FIEEZEI	Potatoes 1/2" Crinkle Cut	0/4 LD	CSE	30,010	24.00
P618	Freezer	ZTF	6/5 LB	CSE	36,960	30.00
F010	rieezei	Potatoes 3/8" Straight	0/3 LD	USE	30,900	30.00
P621	Freezer	Coated ZTF	6/5 LB	CSE	39,600	30.00
P624	Freezer	Potatoes 3/8" Straight ZTF	6/5 LB	CSE	39,600	30.00
F024	FIEEZEI	Potatoes Shoestring 1/4"	0/3 LB	CSE	39,000	30.00
P627	Freezer	ZTF	6/6 LB	CSE	40,824	36.00
F021	FIEEZEI	Potatoes 1/4" Shoestring	0/0 LB	COL	40,024	30.00
P628	Freezer	ZTF	6/5 LB	CSE	39,600	30.00
P630	Freezer	Chicken Strips Breaded 30	141/3.4 OZ	CSE	39,800	30.00
F030	rieezei		141/3.4 UZ	USE	32,340	30.00
D624	Franzor	Chicken Nuggets Breaded	G/E L D	COF	22.240	20.00
P631	Freezer	30	6/5 LB	CSE	32,340	30.00
P632	Freezer	Chicken Patties Breaded 30	6/5 LB	CSE	32,340	30.00
			6 - 5 LB BAGS			
P633	Freezer	Chicken Strips Breaded 30	0 - 5 LB BAGS	CSE	33,600	30.00
D004		Chicken Nuggets Breaded	0 51000	005	20.000	20.00
P634	Freezer	30	6 - 5 LB BAGS	CSE	33,600	30.00
Door		Chicken Patties Breaded	0 51000	005	20.000	20.00
P635	Freezer	30	6 - 5 LB BAGS	CSE	33,600	30.00
P636	Freezer	Chicken Strips Spicy 30	6/5 LB	CSE	32,340	30.00
P638	Freezer	Chicken Strips Spicy 30	6 - 5 LB BAGS	CSE	33,600	30.00
P639	Freezer	Chicken Patties Spicy 30	6 - 5 LB BAGS	CSE	33,600	30.00
P643	Freezer	Chicken Asian Style Tangy	6/5LB BAGS	CSE	39,125	42.90
	_	Chicken Asian Style				
P644	Freezer	Teriyaki	6/5LB BAGS	CSE	39,398	43.20
P676	Freezer	PBJ Pockets Grape	72/2.8 OZ.	CSE	27,720	12.60
P677	Freezer	PBJ Pockets Strawberry	72/2.8 OZ.	CSE	27,720	12.60
P678	Freezer	PBJ Pockets Grape Wheat	72/2.8 OZ.	CSE	27,720	12.60
		PBJ Pockets Strawberry				
P679	Freezer	Wheat	72/2.8 OZ.	CSE	27,720	12.60
P680	Freezer	Muffins With Raisins I/W	96/2 OZ	CSE	20,736	12.00
P681	Refrigerated	Raisin Bars With Chocolate	120/2.2 OZ	CSE	41,440	16.50
P682	Freezer	French Toast Sticks W/G	100/2.6 OZ	CSE	22,750	16.25
P690	Dry	Marinara Sauce Redpack	6/#10 CANS	CSE	37,490	39.38
		Ketchup Red Gold #10				
P691	Dry	Cans	6/#10 CANS	CSE	38,644	43.13
		Ketchup Foil Packets Red	1000 /9GRAM			
P692	Dry	Gold ISP	ISP	CSE	37,498	19.84
P694	Freezer	Potatoes SW Fries 3/8" Cut	6/2.5 LB	CSE	18,720	15.00
		Potatoes SW Fries Crinkle				
P695	Freezer	Cut	6/2.5 LB	CSE	19,500	15.00
		Potatoes Dehydrated No				
P696	Dry	Mix	12/26 OZ	CSE	38,220	19.50
	_	Potatoes Dehydrated Low				
P697	Dry	Sodium	6/75 OZ	CSE	38,250	28.10
P713	Freezer	Chicken Popcorn	1455/.22 OZ	CSE	35,200	20.00
P718	Freezer	Beef Sloppy Joe	6/5 LB.	CSE	40,310	30.00
P719	Freezer	Chili Sauce Cincinnati	6/5 LB	CSE	40,310	30.00
		Beef Cooked Crumbles			-,	1 22.30
P721	Freezer	6/5#	6/5 LB.	CSE	40,310	30.00

ITEM/ MATERIAL#	STORAGE TYPE	SHORT DESCRIPTION	PACK SIZE	PACK TYPE	TRUCK LOAD	NET PACK WEIGHT
MIATERIAL II		Beef Charbroiled Patty	TACKOLL		LOAD	11213111
P722	Freezer	250/2.45oz	250/2.45 OZ.	CSE	36,749	38.28
P723	Freezer	Beef Charbroiled Patties	150/2.45OZ.	CSE	34,730	22.97
P724	Freezer	Beef Chili W/Beans	6/5 LB	CSE	40,310	30.00
P726	Freezer	Beef Meatballs .65oz	6/5LB	CSE	28,800	30.00
P727	Freezer	Beef Taco Filling 6/5#	6/5#	CSE	40,310	30.00
P728	Freezer	Beef Meat Sauce	6/5 LB	CSE	40,310	30.00
P729	Freezer	Beef Salisbury Steak	140/2.55OZ.	CSE	33,733	22.31
P748	Dry	Nutrition Bar Apple/Nut	132/2 OZ	CSE	36,960	16.50
P749	Dry	Nutrition Bar G-Force	132/2OZ	CSE	36,960	16.50
P750	Freezer	PBJ Bars	160/2.2OZ	CSE	38,720	22.00
P760	Freezer	French Toast Sticks 10/2# BG	10/2LB	CSE	28,800	24.00
1 100	1100201	Breadsticks Parbaked	10/225	002	20,000	21.00
P761	Freezer	180/1.8oz	180/1.8OZ.	CSE	19,440	20.25
P774	Freezer	Ham Cheese Stromboli I/W	60/4.55 OZ	CSE	18,015	17.06
P778	Freezer	Eggs Cooked Scrambled	4/5 LB	CSE	38,880	20.00
1110	1100201	Egg Pattie Round Cooked	110 23	002	00,000	20.00
P779	Freezer	Frozen	300/1.25 OZ	CSE	40,504	23.44
D700	Froozor	Egg Cheese Omelet	144/2 1 07	CSE	26 200	19.00
P780	Freezer	Precooked Breadsticks H/F Reduced	144/2.1 OZ	COE	36,288	18.90
P781	Freezer	Fat	72/3 OZ	CSE	20,790	13.50
P782	Freezer	Breadsticks Cheese Pepperoni	144/1.75 OZ	CSE	24,255	15.75
P785	Freezer	PBJ Pocket Strawberry Wheat	72/2.8OZ	CSE	22,680	12.60
P786	Freezer	PBJ Pocket Grape Wheat	72/2.8OZ	CSE	22,680	12.60
P787	Freezer	Turnovers Apple I/W WG	80/3.75OZ	CSE	31,500	18.75
P788	Freezer	Turnovers Cherry I/W WG	80/3.75OZ	CSE	31,500	18.75
P789	Freezer	Turnovers Peach I/W WG	80/3.75 OZ	CSE	31,500	18.75
F 7 0 9	FIEEZEI	Gelatin Cups Cherry	00/3.73 OZ	CSE	31,300	10.75
P790	Dry	W/Pears	72/4 OZ	CSE	33,000	24.00
P791	Dry	Gelatin Cups Cherry W/Cherries	72/4 OZ	CSE	33,000	24.00
P/91	. Dry	Gelatin Cups Lime	12/4 02	CSE	33,000	24.00
P792	Dry	W/Pears	72/4 OZ	CSE	33,000	18.90
P795	Dry	Gelatin Peaches In Tropical Frt	72/4 OZ CUPS	CSE	33,255	18.90
P802	Refrigerated	Cheese Reduced Fat American Sliced	6 / 5 LB BAGS	CSE	39,600	30.00
P803	Dry	Cheese Cheddar Sauce Pouch	6 / 106 OZ BAGS	CSE	41,738	39.75
		Cheese Jalapeno Sauce	6 / 106 OZ			
P804	Dry	Pouch Cheese Cheddar Dip Cup	BAGS 140 / 3 OZ	CSE	41,738	39.75
P805	Refrigerated		CUPS	CSE	34,125	26.25
P806	Refrigerated	Cheese Cheddar Reduced Fat Snacks	168 / 1 OZ	CSE	37,800	10.50
P807	Refrigerated	Cheese Mozzarella Stick Lite	168 / 1OZ	CSE	37,800	10.50
P808	Freezer	Macaroni & Cheese Reduced Fat	6/5LB	CSE	39,690	30.00

ITEM/ MATERIAL#	STORAGE TYPE	SHORT DESCRIPTION	PACK SIZE	PACK TYPE	TRUCK LOAD	NET PACK WEIGHT
WATERIAL#	ITPE	Macaroni & Cheese	PACK SIZE	ITPE	LUAD	WEIGHT
P809	Freezer	Reduced Fat	6/5LB	CSE	39,900	30.00
1 009	1 100201	Cheese Mozzarella Sticks	07310	OOL	39,900	30.00
P810	Freezer	Breaded	8/3LBS	CSE	36,970	24.00
P812	Dry	Applesauce Cups Grape	96/40Z	CSE	33,792	28.60
1012	Ыу	Applesauce Cups  Applesauce Cups	30/402	OOL	33,732	20.00
P813	Dry	Raspberry	96/4OZ	CSE	33,792	28.60
1010	Diy	Applesauce Cups	30/402	OOL	00,702	20.00
P814	Dry	Watermelon	96/4OZ	CSE	33,792	28.60
	2.9	Applesauce Cups	00/102	002	00,102	20.00
P815	Dry	Blueberry	96/4 OZ CUPS	CSE	33,792	24.00
	2.9	Applesauce Cups Blue	00/1020010		00,102	
P816	Dry	Raspberry	96/4 OZ CUPS	CSE	33,792	24.00
	,	Applesauce Cups				
P817	Dry	Cinnamon	96/4 OZ CUPS	CSE	33,782	24.00
		Applesauce Cups				
P818	Dry	Strawberry	96/4 OZ CUPS	CSE	33,792	24.00
		Applesauce Cups			, -	
P819	Dry	Strawberry Banana	96/4 OZ CUPS	CSE	33,792	24.00
P820	Freezer	Turkey Breast W/ Gravy	6 / 5LB BAGS	CSE	40,310	30.00
P821	Freezer	Turkey Breast Noodle Soup	6 / 5LB BAGS	CSE	40,310	30.00
P822	Freezer	Turkey Pot Pie Filling	6 / 5 LB BAGS	CSE	40,310	30.00
		Applesauce Cups			,	
P823	Dry	Watermelon	96/4 OZ CUPS	CSE	33,792	24.00
	,	Cheese Sauce Cheddar				
P833	Dry	Reduced Sodium	6/106 OZ BAGS	CSE	41,738	39.75
		Cheese Sauce Jalapeno			•	
P834	Dry	Redcd Sodium	6/106 OZ BAGS	CSE	41,738	39.75
		Cheese Cheddar Dip Cup			·	
P835	Refrigerated	Redcd Sodium	140/3 OZ CUPS	CSE	34,125	26.25
110282	Freezer	Broccoli Frz Pkg-6/5 lb	30 LB CTN	CSE	39,600	30.00
P836	Freezer	Pork Barbeque	30 #6 bags	CSE	41,629	30.00
P837	Freezer	Beef Patty Fully Cooked	30# 6 bags	CSE	42,000	30.00
P838	Freezer	Beef Rib Shaped Patty	Bulk Pack	CSE	28,668	31.20
P839	Freezer	Pork Rib Shaped Patty	Bulk Pack	CSE	28,668	31.20
P840	Freezer	Egg Patties Grilled	300/1.25 oz	CSE	40,000	23.44
P841	Freezer	Egg Skillet Frittata	210/2.2 oz	CSE	40,000	28.87
P842	Freezer	Egg Tac-Go	96/3.2 oz	CSE	40,000	19.20
P843	Freezer	Egg Breakfast Wrap	75/3.1 oz	CSE	40,000	14.53
P844	Freezer	Stromboli Chicken Fajita	60/5.25 oz	CSE	40,000	19.68
P845	Freezer	Stromboli Turkey & Cheese	60/5.25 oz	CSE	40,000	19.68
P846	Freezer	Stromboli Ham & Cheese	60/5.25 oz	CSE	40,000	19.68
		Beans Garbanzo Dry Bag			-,	
110089	Dry	25 lb	25 lb	CSE	40,000	25.00
	<u> </u>	Beef Fine Ground LFT OPT			,	
110261	Freezer	Frz Ctn 40	40	CSE	40,000	40.00
		Apricots Halves EX LT			,	
110231	Dry	Sucrose Can 6	6 X #10 Cans	CSE	36,936	40.50
		Pears Halves Ex Lt			•	
110238	Dry	Sucrose Can 6/10	39.5	CSE	36,024	39.50
		Lasagna Rollup Cheese			•	
P851	Freezer	Whole Grain	110/4.15 oz.	CSE	38,000	28.53

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ITEM/ MATERIAL #	STORAGE TYPE	SHORT DESCRIPTION	PACK SIZE	PACK TYPE	TRUCK LOAD	NET PACK WEIGHT
P852	Freezer	Ravioli Cheese Whole Grain	108/3.69 oz.	CSE	38,000	24.91
P855	Dry	Pearsauce Cups	96/4 OZ CUPS	CSE	33,782	24.00
110361	Dry	Applesauce, Cups	96/4.5 oz cups	CSE	37,800	27.00
P860	Freezer	Potatoes Sweet Rounds	6/2.5 lb	CSE	40,000	15.00
P861	Freezer	Potatoes Sweet Sticks	6/5 lb		40,000	
				CSE		30.00
P862	Freezer	Potatoes Sweet Wedges	6/2.5 lb	CSE	40,000	15.00
P863	Freezer	Potatoes Deli Roasters	6/5 lb	CSE	40,000	30.00
P864	Freezer	Potatoes Roasted Redskin Halves	4/3 lb	CSE	40,000	12.00
P865	Freezer	Beef Salisbury Steak Fully Cooked	2.55 oz / 30 lb	CSE	27,660	30.00
P866	Freezer	Beef Meatloaf Slices Fully Cooked	2.6 oz / 26 lbs	CSE	24,300	26.00
P867	Freezer	Beef Meatballs, Fully Cooked	.65 oz / 30 lbs	CSE	40,000	30.00
		Chicken Strips Breaded			·	
P868	Freezer	Whole Grain Chicken Nuggets Breaded	6 - 5 lb Bags	CSE	33,600	30.00
P869	Freezer	Whole Grain Chicken Patties Breaded	6 - 5 lb bags	CSE	33,600	30.00
P870	Freezer	Whole Grain	6 - 5 lb bags	CSE	33,600	30.00
P871	Freezer	Chicken Strips Spicy Breaded W/G	6 - 5 lb Bags	CSE	33,600	30.00
P872	Freezer	Chicken Patties Spicy Breaded W/G	6 -5 lb bags	CSE	33,600	30.00
P873	Freezer	Chicken Popcorn Breaded Whole Grain	6 - 5 lb bags	CSE	33,600	30.00
P874	Freezer	Chicken Patty Lightly Breaded W/G	6 - 5 lb Bags	CSE	33,600	30.00
P875	Freezer	Chicken Patty Unbreaded, Grilled Ma	6 - 5 lb Bags	CSE	33,600	30.00
P645	Freezer	Turnovers Apple I/W WG 3.95oz.	80/3.95 OZ	CSE	29,000	19.75
P646	Freezer	Turnovers Cherry I/W WG 3.95oz.	80/3.95 oz.	CSE	31,500	19.75
		Breadsticks Reduced Fat				
P881	Freezer	W/G rich Breadsticks Cheese-	72/3.0 oz	CSE	22,330	13.50
P882	Freezer	Pepperoni W/G	144/1.75 oz.	CSE	26,000	15.75
P648	Freezer	PBJ WG Pockets Grape	72/2.80 OZ.	CSE	27,720	12.60
P649	Freezer	PBJ WG Pockets Strawberry	72/2.80 OZ	CSE	27,720	12.60
P832	Dry	Cheddar Cheese Sauce Dip Cups	140/3 oz. cups	CSE	36,094	26.25
100490	Refrigerated	Rice White Enriched Long Grain Dry	25 LB Bag	CSE	42,000	25.00
P877	Freezer	WGR Cinnamon Crisp Nutrition Bars	160/1.30oz	CSE	35,000	13.00
P878	Freezer	WGR Cocoa Raisin Nutrition Bars	120/2.2oz	CSE	41,000	16.50
P879	Freezer	WGR Cocoa Cherry Nutrition Bars	120/2.20z	CSE	41,000	16.50
P880	Freezer	WGR Berry Apple Crisp Nutrition Bar	120/2.20z	CSE	41,000	16.50
110394	Freezer	Tortilla, Whole Grain, Frozen, 27lb	12/24 ct pouch	CSE	40,500	27.00

#### FNS-57 REPORT OF SHIPMENT RECEIVED, OVER, SHORT AND/OR DAMAGED

FORM APPROVED OMB NO. 0584-0293 Expiration Date: 12/31/2014

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

### REPORT OF SHIPMENT RECEIVED OVER, SHORT AND/OR DAMAGED

SEE INSTRUCTIONS ON REVERSE

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Proof and Nutrition Services (Office of Research and Agalysis (1984-023)). Alexandria, VA 22302.

Food and Nutrition Services, Of	fice of Research and Analy	sis (0584-02	293), Alexa	andria, VA 2	22302. Do no	ot return	the comp	oleted form t	o this address.	
SE	CTION A - SHIPME	NT IDEN			ND UNLO					
1. NAME OF COMM ODITY	2. TYPE OF PACK		3. CON1	TRACT NO.		4. DES	STINATIO	ON CITY AND STATE		
5. DELIVERY ORDER NO.	6. NOTICE TO DELIV	/ER NO.	7. M ETH	HOD OF DE	OD OF DELIVERY 8. RR CAR, TRUCK, OR PIG NO.			TRUCK, OR PIG NO.	_	
_			☐ RA	AIL 🗀 1	TRUCK _	PIGG	YBACK	n	(8)	
9. UNLOADED	-								BILL OF LADING NO.	
STARTED (Date and Time)		COMF	PLETED (D	ate and Tim	ne)			(Overse	eas Shipment Only)	
	SECTION B	- OVERA	GE, SH	ORTAG	E, AND/O	R DAI	MAGE			
11. QUANTITY										
A. REPORTED SHIPPED	B. AMOUNT RECEIVED IN CONDITION	GOOD	C. OVER	2	D. SHORT		E. DAMA	GED	F. HIDDEN DAMAGE	
12A. DAMAGE/OVERAGE/SHOR	TAGE	12B. HOW	DISCOVE	RED		- I	13	CARRIER'S	AGENT PRESENT DURING	
WHEN DISCOVERED							$\neg$	UNLOADII	10	
BEFORE DURING UNLOADING	NG AFTER UNLOADING	□ UNLO	OADING ALLY	PHYSIC RECOU	AL NT	OTHER		☐ YES	s 🗆 NO	
14. DOOR SEAL NUMBERS										
A. INBOUND NUMBERS AND CONDITION OF SEALS				B. OUTBOUND SEAL NUMBERS (If Applicable)						
15. CARRIER'S AGENT NOTIFIC	ATION			16. DID 0	CARRIER'S AG	GENT RI	ESPOND	TO NOTIFIC	ATION?	
A. NAME OF AGENT	C. HOW NOTIFIED	)		Ī						
	IN PERSON	I FAY		YES (in what way) NO (Explain)						
B. DATE NOTIFIED	TELEPHON	A 1 (0)(0)(0)	AIL.		· · · · · · · · · · · · · · · · · · ·				- (- 7 )	
17. COMPLETE IF APPLICABLE				l.						
A. WAS MECHANICAL REFRIG	ERATION, EQUIPMENT OP	ERATING		B. TEMPERATURE OF REFRIGERATION UNIT/INTERIOR TEMP/COMMODITY						
☐ YES	□ NO									
		CONSI	SNEE C	ERTIFIC	CATION					
I CERTIFY the informa	tion and statements a	above are	, to the l	best of m	y knowled	lge and	l belief,	, true and	correct.	
DATE	SIGNATURE OF CONS	IGNEE OR R	REPRESEN	ITATIVE						
	•	CARR	IER CE	RTIFICA	NOITA					
Receipt of a copy of this	report is hereby ack	nowledge	ed and ti	ne facts	contained	herein	are ve	rified.		
SIGNATURE OF CARRIER'S AG	ENT			NAME AN	D ADDRESS (	OF CARI	RIER			
DATE				CARRIER REMARKS						
REMARKS (IF DAMAGED, PLEA	ASE INDICATE NATURE ANI	D DISPOSITI	ION OF TH	HE DAMAGE	:)					

### ODE COMMODITY DISTRIBUTION REGIONAL MAP



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### PRICE SCHEDULES

NORTHEAST REGION

CONTRACTOR: NET PAC INTERNATIONAL LLC

CONTRACT NO.: OT901016-2

To provide all services described in this Bid to eight (8) Northeast Ohio counties.

	BID PRICE - PER CASE - PER MONTH							
OAKS ITEM ID NO.	DESCRIPTION	Dry	Cooler	Freezer				
27617	STORAGE	\$ 0.150	\$ 0.175	\$ 0.300				

OAKS ITEM ID NO.	DESCRIPTION	Tier 1 Rate 0 – 14,500 THROUGHPUT ONLY		Tier 2 Rate 14,501 – 57, 500 THROUGHPUT ONLY			Tier 3 Rate 57,501 AND ABOVE THROUGHPUT ONLY			
		Dry	Cooler	Freezer	Dry	Cooler	Freezer	Dry	Cooler	Freezer
27618	**HANDLING	\$0.250	\$0.250	\$0.450	\$0.250	\$0.250	\$0.450	\$0.150	\$0.150	\$0.300
27619	***DELIVERY (INSIDE)	\$1.301	\$1.301	\$1.451	\$1.301	\$1.301	\$1.451	\$1.301	\$1.301	\$1.451

<sup>\*\*</sup> One time handling charge to be accessed at the time units are received.
\*\*\* All shipments shall be delivered as inside deliveries (see page 24, paragraph E.)

OAKS ITEM ID NO.	INTRASTATE COMMODITYTRANSFER - BID PRICE					
	TRUCKLOAD	\$350.00				
27620	HALF TRUCKLOAD	\$250.00				
	BACKHAUL	\$200.00				

### PRICE SCHEDULES (CONT'D)

NORTHWEST REGION:

CONTRACTOR: FRE-FLO DISTRIBUTION INC.

CONTRACT NO.: OT901016-1

To provide all services described in this Bid to twenty-seven (27) Northwest Ohio counties.

	BID PRICE - PER CASE - PER MONTH							
OAKS ITEM ID NO.	DESCRIPTION	Dry	Cooler	Freezer				
ID NO.								
27621	STORAGE	\$ 0.180	\$ 0.020	\$ 0.25				

OAKS ITEM ID NO.	DESCRIPTION	Tier 1 Rate 0 – 14,500 THROUGHPUT ONLY		Tier 2 Rate 14,501 – 57, 500 THROUGHPUT ONLY			Tier 3 Rate 57,501 AND ABOVE THROUGHPUT ONLY			
		Dry	Cooler	Freezer	Dry	Cooler	Freezer	Dry	Cooler	Freezer
27622	**HANDLING	\$1.180	\$1.180	\$1.180	\$1.180	\$1.180	\$1.180	\$0.000	\$0.000	\$0.000
27623	***DELIVERY (INSIDE)	\$2.100	\$2.100	\$2.100	\$2.100	\$2.100	\$2.100	\$0.000	\$0.000	\$0.000

<sup>\*\*</sup> One time handling charge to be accessed at the time units are received.
\*\*\* All shipments shall be delivered as inside deliveries (see page 24, paragraph E.)

OAKS ITEM ID NO.	INTRASTATE COMMODITYTRANSFER - BID PRICE				
	TRUCKLOAD	\$350.00			
27624	HALF TRUCKLOAD	\$250.00			
	BACKHAUL	\$200.00			

### PRICE SCHEDULES (CONT'D)

MIDEAST REGION:

CONTRACTOR: NET PAC INTERNATIONAL LLC

CONTRACT NO.: OT901016-2

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

BID PRICE - PER CASE - PER MONTH								
OAKS ITEM ID NO.	DESCRIPTION	Dry	Cooler	Freezer				
27625	STORAGE	\$ 0.150	\$ 0.175	\$ 0.30				

OAKS ITEM ID NO.	DESCRIPTION	Tier 1 Rate 0 – 14,500 THROUGHPUT ONLY			Tier 2 Rate 14,501 – 57, 500 THROUGHPUT ONLY			Tier 3 Rate 57,501 AND ABOVE THROUGHPUT ONLY		
		Dry	Cooler	Freezer	Dry	Cooler	Freezer	Dry	Cooler	Freezer
27626	**HANDLING	\$0.250	\$0.250	\$0.450	\$0.250	\$0.250	\$0.450	\$0.250	\$0.250	\$0.450
27627	***DELIVERY (INSIDE)	\$1.301	\$1.301	\$1.451	\$1.301	\$1.301	\$1.451	\$1.301	\$1.301	\$1.451

<sup>\*\*</sup> One time handling charge to be accessed at the time units are received.
\*\*\* All shipments shall be delivered as inside deliveries (see page 24, paragraph E.)

OAKS ITEM ID NO.	INTRASTATE COMMODITYTRANSFER - BID PRICE						
	TRUCKLOAD	\$350.00					
27628	HALF TRUCKLOAD	\$250.00					
	BACKHAUL	\$200.00					

### PRICE SCHEDULES (CONT'D)

SOUTH REGION:

CONTRACTOR: FRE-FLO DISTRIBUTION INC.

CONTRACT NO.: OT901016-1

To provide all services described in this Bid to twenty-eight (28) South Ohio counties.

BID PRICE - PER CASE - PER MONTH								
OAKS ITEM	DESCRIPTION	Dry		Dry Cooler		Freezer		
ID NO.								
27629	STORAGE	\$	0.100	\$	0.020	\$	0.250	

OAKS ITEM ID NO.	DESCRIPTION	Tier 1 Rate 0 – 14,500 THROUGHPUT ONLY			Tier 2 Rate 14,501 – 57, 500 THROUGHPUT ONLY			Tier 3 Rate 57,501 AND ABOVE THROUGHPUT ONLY		
		Dry	Cooler	Freezer	Dry	Cooler	Freezer	Dry	Cooler	Freezer
27630	**HANDLING	\$1.060	\$1.060	\$1.060	\$1.060	\$1.060	\$1.060	\$0.000	\$0.000	\$0.000
27631	***DELIVERY (INSIDE)	\$1.950	\$1.950	\$1.950	\$1.950	\$1.950	\$1.950	\$0.000	\$0.000	\$0.000

<sup>\*\*</sup> One time handling charge to be accessed at the time units are received.
\*\*\* All shipments shall be delivered as inside deliveries (see page 24, paragraph E.)

OAKS ITEM ID NO.	INTRASTATE COMMODITYTRANSFER - BID PRICE					
	TRUCKLOAD	\$350.00				
27632	HALF TRUCKLOAD	\$250.00				
	BACKHAUL	\$200.00				

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### **CONTRACTOR'S INDEX**

<u>CONTRACTOR AND TERMS</u>: <u>BID/CONTRACT NO.</u>: OT901016-1

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Minority Business Enterprise

213366 FRE-FLO DISTRIBUTION, INC. 3700 Inpark Cir Dayton, OH 45414

CONTRACTOR'S CONTACT: Mr. Theodore R. Ross III Telephone: (937) 233-1997

<u>Fax</u>: (937) 233-1568 <u>Email</u>: <u>tross@freflo.com</u>

TERMS: Net 30 Days

CONTRACTOR AND TERMS: BID/CONTRACT NO: OT901016-2



Minority Business Enterprise

174282 NET PAC INTERNATIONAL LLC PO BOX 32015 Columbus, OH 43232

CONTRACTOR'S CONTACT: Ms. Colette Williams Mobile: (412) 607-3908

<u>Telephone</u>: (614) 674-4648 <u>Fax:</u> (614) 834-3229

TERMS: Net 30 Days

Email: colette@netpacintl.com

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### **SUMMARY OF AMENDMENTS**

Amendment Number	Effective Date	Description
1	07/01/2016	This amendment is issued to notify that as a result of mutual agreement between the state of Ohio and the contractor(s), this contract is renewed for an additional twelve (12) months, effective July 01, 2016 through June 30, 2017, and to add the summary of Amendments page. All other prices, terms and conditions remain unchanged.