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Contract No.: OT900010
Rev. Date 04/23/10

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

AMENDMENT FOR CHANGE
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION – The Department of Education, Office for Safety, Health and Nutrition, 25 South Front Street, Mailstop 303, Columbus, OH 43215

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - CHEESE STICKS, PROCESSED USING USDA COMMODITY MOZZARELLA CHEESE

Attached are pages 2-9 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to add remit to address,update analyst contact and code; updated page 2 table of contents and update contractor contact information.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Jennifer Dammeyer, CPPB
Jennifer.Dammeyer@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

Affected Contractor(s):

77851
Rich Products Corporation
1 Robert Rich Way
Buffalo, NY 14213
dschaefer@rich.com

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

DELIVERY AND ACCEPTANCE: Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful contractor by the using agency. Product will be processed and delivered within one (1) month (per one [1] truckload of commodity) of receipt of commodity or as mutually agreed by the contractor and the Ohio Department of Education and, in accordance with Article S-2 of the Supplemental Contract Terms and Conditions. Deliveries shall be made to the following Ohio sites. The delivery location will be noted on the purchase order issued by the participating agency. All shipments are to be one stop composite truckloads, with the exception of the final delivery, which may require a partial load to each site at no additional charge to the state. Unloading is by appointment only. The contractor shall contact the cold storage facilities to make an appointment for unloading prior to loading for shipment. The percentage of total product to be delivered to each location is also provided. The state reserves the right to add, delete, or change distribution centers and/or percentage of usage during the course of the contract. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except in regards to latent defects, fraud, or such gross mistakes as amount to fraud.

CITY	WAREHOUSE	PERCENTAGE OF PRODUCT
Dayton, Ohio	Terminal Cold Storage	50%
Columbus, Ohio	SYSCO Foodservice	25%
Cleveland, Ohio	SYSCO Foodservice	25%

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid to the three (3) cold storage facilities in the state of Ohio listed above. Commodity will be delivered to the contractor by the United States Department of Agriculture (USDA), F.O.B. Destination.

PAYMENT: Shall be in accordance with Article III.B. of Contract Terms and Conditions with the following exception: Payments will be due on the 90th calendar day rather than the 30th calendar day.

DOCUMENTATION

1. The bidder should submit a narrative of their processing and fabrication procedures as part of the bid response. The processing and fabrication procedures are to describe the product and the exact method of processing.

2. The bidder should submit a nutrition analysis as part of the bid response.

3. SPA Ohio (State Participation Agreement): If the successful contractor has in place a national agreement with the USDA, they shall complete and sign a SPA Ohio (State Participation Agreement) prior to the inception date of any ensuing contract. The agreement will be provided by the Ohio Department of Education (ODE), Office for Safety, Health, and Nutrition (OSHN) and is the authority to process USDA commodity foods and adherence to its contents is mandatory. Failure to complete and return this document prior to inception date of any ensuing contract may result in immediate cancellation from contract. The SPA Ohio (State Participation Agreement) may be reviewed at the ODE web site: at the following url:

   http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=487&Content=21647

   Should the successful contractor not currently have in place a national agreement with the USDA, either a national or state master agreement will be required. As part of this process, the successful contractor shall furnish to the ODE a surety bond obtained only from a surety company listed in the U.S. Department of Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", an irrevocable letter of credit, or an escrow account. Such bond, letter of credit, or escrow account shall be made payable to the Ohio Department of Education. The bond shall guarantee that the processor shall faithfully account for, return, or pay for all of the commodity food received or carried forward, in accordance with the processing agreement.

Documentation listed above that is designated to be submitted with the bid response may also be requested during bid evaluation. Documents will be requested during evaluation and a deadline of seven (7) calendar days provided for submission. Failure to provide documents requested by the deadline provided will deem the bid not responsive.

PRODUCT SAMPLES: A sample of the product offered is required. A sample shall consist of one (1) case of breaded mozzarella cheese sticks. Product samples shall be meet all requirements specified herein and shall bear required labeling and markings. The sample shall be identified as to content, processor, bid number, and bidder's company name. Product samples shall be submitted prior to the close of business on Tuesday, November 4, 2008 to the address shown below.

Office for Safety, Health, and Nutrition
c/o SYSCO Foodservice
Attn: Erik Jablanka/J.R. Green
2400 Harrison Road
Columbus, OH 43228
Telephone: (614) 930-4229

One-half (1/2) case of the product sample shall be used in sample evaluation and the other one-half (1/2) case shall be used for comparison to actual processed product received during the term of any contract issued pursuant to this bid. The samples may be analytically tested. Samples will not be returned. Failure to submit samples as specified will deem the bid not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the “Instructions to Bidders”. In addition, the state will evaluate the bid according to the fee per pound for processing offered on the bid pricing page.

There will be a taste test of the samples submitted to determine acceptability. There will be, at a minimum, a five (5) member panel composed of members of the Ohio Advisory Committee made up of food service professionals from across the state of Ohio. Samples will be evaluated for appearance, color, aroma, flavor (taste), and texture. If product sample is deemed unacceptable as a result of the taste test, no further consideration for award shall be given. If the product sample submitted for the taste test exceeds the specifications, as stated in the bid and is presented as being the end product for the entire contract, then the sample shall be the standard for the entire contract with anticipated yields as projected and costs as stated.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Jennifer Dammeyer, CPPB.*

*Updated Analyst contract with contract amendment 1

SPECIFICATION

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor to process United States Department of Agriculture (USDA) commodity low moisture, part skim, unfrozen mozzarella cheese into breaded mozzarella cheese sticks for the Ohio Department of Education (DOE), Office for Safety, Health, and Nutrition (OSHN). It is anticipated that approximately 282,240 pounds of USDA commodity low moisture, part skim, unfrozen mozzarella cheese will be made available by the USDA to the state of Ohio annually and that this quantity will be processed annually under any term contract issued pursuant to this Invitation to Bid (ITB). The quantity specified is based on anticipated product availability from the USDA and the state of Ohio is not obligated to request processing in these amounts or any other quantities. The commodity cheese is anticipated to become available in July, 2009. The commodity cheese will be delivered to the contractor packed in bulk (48 pound) cases. The contractor shall process the end product and make delivery to the three (3) cold storage facilities specified herein. Bid pricing (price per pound of finished product) shall include all transportation charges and any other costs associated with providing the specified end product. Any contract issued pursuant to this ITB shall be for three (3) years, from July 1, 2009 through June 30, 2012.

B. Classification

Cheese Sticks, Mozzarella, Breaded, Frozen

II. REQUIREMENTS

A. USDA Commodity Description

1. USDA commodity low moisture, part skim, unfrozen mozzarella cheese 21CFR133.155
2. Aged not less than five (5) days and not more than fifteen (15) days
3. Moisture: 45% minimum, 50% maximum
4. Milk Fat: 30% minimum, 45% maximum by weight of solids
5. pH Value: Range 5.0 to 5.4
6. Packaging: 48 lb. bulk cases

B. End Product Description

1. Cheese Sticks, Mozzarella, Breaded, Frozen

   a. Formulation

Ingredients	Percentage/Batch
USDA low moisture, part skim, unfrozen mozzarella cheese	47% minimum
Breading	53% maximum

   b. Breaded mozzarella cheese sticks shall be approximately 3.5 +/- 0.5 inches in length.

   c. Breaded mozzarella cheese sticks shall weigh a minimum of 0.84 ounces each.

   d. A serving of five (5) breaded mozzarella cheese sticks shall provide a minimum of two (2) meat/meat alternate servings and two (2) bread credits in the National School Lunch Program (NSLP).

   e. The breaded mozzarella cheese sticks shall not contain imitation cheese.

SPECIFICATION (Cont'd.)

f. The low moisture, part skim mozzarella cheese shall have a mild, pleasing flavor and may possess a slight acid or feed flavor. Vinegar flavor shall not be acceptable.

g. The cheese body and texture shall be smooth and pliable and may not possess sweet holes or be gassy.

h. The cheese shall have a natural white to light cream color. Color shall be bright, uniform and have an attractive sheen.

i. Visible signs of mold on the exterior or interior of the cheese are unacceptable.

j. The low moisture part skim mozzarella cheese may be chewy, but not gummy.

k. Low moisture, part skim mozzarella cheese shall contain more than forty-five percent (45%) and less than fifty-two percent (52%) moisture.

l. Milkfat in solids shall be more than thirty percent (30%) and less than forty-five percent (45%).

m. Salt content shall be more than 1.2% and less than 1.8%.

n. The breading or coating shall not be greater than 110% +/- 2% of the weight of each cheese stick.

o. There shall be no voids in the breading.

p. The breading may have parsley speckled throughout.

q. The breaded, low moisture, part skim cheese sticks shall be cooked in vegetable oil only for no longer than thirty (30) seconds.

r. Breaded, low moisture, part skim mozzarella cheese sticks shall have a minimum shelf life of nine (9) months when stored frozen.

C. Preparation and Processing: All preparation and processing described herein shall occur subsequent to the date of award. The product shall be produced, processed, and stored in plants operating under the supervision of the contractor.

D. Packaging

1. Breaded, low moisture, part skim mozzarella sticks shall be packaged either 4/5 lbs., 8/3 lbs., 5/5 lbs., or 6/5 lbs. per case. No alternate packs are acceptable. Case weights shall be uniform. Case pack offered shall be indicated on the bid pricing page.

2. General

a. All packaging and packing materials must be new and clean, and must not impart objectionable odors or flavors to the product.

b. Bags shall be securely closed. Metal wire ties, metal clips, paper-coated wire ties, or staples shall not be used for sealing plastic-film bags.

c. Staples shall not be used as a final case closure. Case closure shall be accomplished by taping, strapping, or gluing. All boxes within the delivery unit of an individual product shall be of a uniform size and weight.

d. Boxes shall be one piece, die-cut, regular slotted container (RSC) design. Fiberboard shall be testing not less than 200 lbs. No holes in boxes are permitted. Shipping cartons shall have necessary interior support to prevent crushing of product while in transit or in storage.

SPECIFICATION (Cont'd.)

F. Labeling

1. The contribution value of a serving to the NSLP pattern and nutritional analysis, reheating and serving size information shall be printed on the outside of the master case or may be included as an insert in each master case.

2. Printed, stamped, and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, of a contrasting color, and readable.

3. The shipping carton shall also contain ingredient statement, name of the product, and date of pack.

4. Reheating Instructions: The contractor shall send reheating instructions to the Ohio Department of Education, Office for Safety, Health and Nutrition prior to the initial shipment of end product.

G. Palletizing

Shipments shall be palletized according to standard industry practices and shall conform to the following:

1. Manufacturers standard 40" x 48" partial 4-way shipping pallets are acceptable.

2. Maximum Height: 7'6" (including pallet)

3. Maximum Weight: 3,500 lbs. (including pallet)

4. Pallets are to be securely banded or shrink wrapped.

5. The cost of palletizing must be included in the unit price.

Pallet exchange is satisfactory with all warehouses.

H. General Information

1. The delivered product shall comply with all applicable federal and state mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace.

2. All commodities and services to be furnished hereunder shall conform to the specifications as noted herein. All product shall be processed in the United States.

3. If laboratory analysis is done in accordance with Article S-15, the laboratory analysis will be predicated upon the formulation specified herein.

4. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the State or the State's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.

SPECIFICATION (Cont'd.)

III. CONTRACTOR'S RESPONSIBILITIES

In addition to those responsibilities specified above, the contractor shall be responsible for the following:

A. Prime Contractor Responsibilities: The prime contractor will be required to assume responsibility for all contractual activities offered in this agreement, whether or not that contractor performs them. Further, the state will consider the prime contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, the contractor shall provide a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor's organizational abilities. The state reserves the right to approve subcontractors and to require the primary contractor to replace subcontractors found to be unacceptable. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract. Any changes in subcontractors must be approved by the state, in writing, prior to such change.

B. Accounting Records: The contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the state of Ohio. Financial and accounting records shall be made available upon request to the state of Ohio, its designees or the Ohio Auditor of State at any time during the contract period and any extension thereof for three (3) years from expiration date and final payment on the contract or extension thereof.

PRICE SCHEDULE

OAKS ITEM ID	PRODUCT (PROCESSED AS SPECIFIED)	USDA COMMODITY WEIGHT (PER TL)	* MINIMUM YIELD OF END PRODUCT PER TL OF USDA COMMODITY	FEE FOR PROCESSING (COMMODITY "A") PER POUND
15627	Cheese Sticks, Mozzarella, Breaded, Frozen	40,320 lbs.	88, 817 lbs.	$ 0.87 per pound of end product delivered

Case Pack: 8/3 lbs.

* Minimum yield under this contract is the pounds of finished product returned to the state of Ohio on weight of USDA commodity

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CONTRACTOR INDEX

CONTRACTOR, DELIVER AND TERMS:

77851
Rich Products Corporation
1 Robert Rich Way
Buffalo, NY 14213

CONTRACTOR'S CONTACT: Ms. Diana Schaefer**

BID/CONTRACT NO.: OT900010-1 (06/30/12)

DELIVERY: In accordance with page 3, 'DELIVERY AND ACCEPTANCE'

TERMS: Net 90 Days ARO

Toll Free: (800) 828-2021
Telephone: (716) 878-8597
Fax: (716) 878-8520
Email: dschaefer@rich.com**

**Remit To:
Rich Products Corporation
P.O. Box 98333
Chicago, IL 60693

Contact: Ms. Marilyn Taylor

Email: MTaylor@rich.com

** Added remit to address with amendment 1 and updated agency contact.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	4	Add remit to address and update analyst contact and code; updated page 2 table of contents and update contractor contact information