Index No.: EDU034
Contract No.: OT900010
Rev. Date 07/01/13

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. 3

TO: LIMITED DISTRIBUTION: DEPARTMENT OF EDUCATION, OFFICE FOR SAFETY, HEALTH, AND NUTRITION, 25 SOUTH FRONT STREET, THIRD FLOOR, COLUMBUS, OH 43215

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR CHEESE STICKS, PROCESSED USING USDA COMMODITY MOZZARELLA CHEESE

Attached are pages 1, 3, 8 and 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 renew the subject contract an additional twelve (12) months, effective 07/01/13 through 06/30/14.

All other prices, terms and conditions remain unchanged.

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

Senthan Mahendrarasa
Senthan.Mahendrarasa@das.ohio.gov

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

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: CHEESE STICKS, PROCESSED USING USDA COMMODITY MOZZARELLA CHEESE

CONTRACT No.: OT900010

EFFECTIVE DATES: 07/01/09 to 06/30/12
* Renewal through 06/30/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900909 that opened on 11/07/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to the Department of Education, Office for Safety, Health and Nutrition, 25 South Front Street, Mailstop 303, Columbus, OH 43215, as applicable.

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

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

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

Senthan Mahendrarasa
senthan.mahendrarasa@das.ohio.gov

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

http://www.ohio.gov/procure

* Contract renewal for twelve (12) months through 06/30/14.

Signed: _____
Robert Blair, Director Date

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 of receipt of commodity order or as mutually agreed by the contractor and the Ohio Department of Education and, in accordance with Article S-2, S8, S9 and S10 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 in accordance with the quantities ordered. Quantities ordered may be to the nearest whole pallet, or as mutually agreed by the contractor and the Department of Education. Unloading of ordered product shall be 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 term 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 as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

CITY	WAREHOUSE	PERCENTAGE OF PRODUCT
Cincinnati, Ohio	SYSCO Food Storage	25%
Cleveland, Ohio	SYSCO Foodservice	25%
Columbus, Ohio	A T Xpress	25%
Dayton, Ohio	Terminal Cold Storage	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.

* Denotes change in Delivery and Acceptance City

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

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 (06/30/14) **

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

** To indicate renewal of the contract for another year.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	07/01/13	Renew the subject contract an additional twelve (12) months, effective 07/01/13 through 06/30/14.
2	07/01/12	Renew the subject contract an additional twelve (12) months, effective 07/01/12 through 06/30/13 and note new analyst contact. Addition of Special Terms and Conditions added by mutual agreement.
1	04/23/10	Add remit to address and update analyst contact and code; updated page 2 table of contents and update contractor contact information