

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: OHIO DEPARTMENT OF EDUCATION, OFFICE OF SAFETY, HEALTH AND NUTRITION

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Attached are pages 1, 4, 9 and 10 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 indicate a change in the Contract Analyst, Usage Report Contact and the Contractor's address.

All other prices, terms and conditions remain unchanged.

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

Dan Cartwright
dan.cartwright@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):

151937
National Food Group, Inc.
46820 Magellan Drive, Ste A
Novi, MI 48377-2454
szecman@csvsales.com

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

REQUIREMENTS CONTRACT: BREADSTICKS, CHEESE-FILLED, PROCESSED USING USDA COMMODITY
MOZZARELLA CHEESE

CONTRACT No.: OT900109

EFFECTIVE DATES: 07/01/08 to 06/30/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900109 that opened on 03/05/08. 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 of 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:

*Dan Cartwright
dan.cartwright@das.state.oh.us

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



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

* To indicate a change to the Contract Analyst

Signed: _____
Hugh Quill, Director Date

Inventory protection is required by the ODE prior to the delivery of commodity food to the processor. The minimum amount of the bond, letter or credit or escrow account, shall be determined by: value of the commodity food plus value of commodity food on order minus anticipated usage rate during the processing Agreement period. The bond shall remain in effect until all commodity food is properly accounted for, paid for or returned in accordance with the processing agreement. Liability for loss is provided in Article 18 of the processing agreement.

3. **Nutritional Analysis:** As part of the bid response, the bidder should submit a nutritional analysis for all finished products proposed to be processed for the ODE, OSHN.

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: The bidder shall submit a sample of each product specified in the bid. A sample will consist of one (1) case of each product specified. Product samples shall meet the requirements specified herein and bear specified labeling and markings. Each sample shall be identified as to content, processor, bid number and the bidder's company name. Product samples shall be submitted prior to the close of business on Tuesday, March 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 43204
Telephone: (614) 272-0658

One-half (1/2) case of each product shall be used for sample evaluation and the other one-half (1/2) case of each product shall be used to verify actual processed product received during the term of any ensuing contract. Any variations between the samples and the products being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS. Variations without written approval from DAS will be considered as an event of default. Evaluation of samples may include, but is not limited to, appearance, color, aroma, flavor (taste) and texture. 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 bids as follows. It will be assumed for purposes of evaluation, that fifty percent (50%) of the commodity mozzarella will be processed into each end product. As indicated on page 7, paragraph II.B.8., one hundred percent (100%) of the commodity shall be returned to the state as processed product. As indicated in the 'Scope' paragraph on page 5, it is anticipated that 322,560 pounds of USDA commodity mozzarella cheese will be available annually for processing into the two (2) specified end products (161,280 pounds [4 truckloads] of USDA commodity mozzarella cheese to be processed into each end product). As specified on the bid pricing page, the bidder is to offer a fee per pound for processing for each year of the three (3) years of the term contract for both items specified. The fee per pound for processing offered by the bidder will be multiplied by 161,280 pounds to obtain an extended line item total for the year. The extended line item totals for all three years for both items will be added to obtain a grand (lot) total.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined as specified in the 'Evaluation' paragraph above. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT RENEWAL: Should the term contract be renewed beyond the June 30, 2011 expiration date, the prices offered for the third year of the contract shall be effective for the renewal period.

- * **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: Dan Cartwright.

* To indicate a change in the Usage Reports Contact

PRICE SCHEDULE

OAKS ITEM ID	END PRODUCT	COMMODITY WEIGHT PER TL	FEE FOR PROCESSING (PER LB. OF END PRODUCT)
13071	High Fiber, Reduced Fat, Cheese-Filled Breadsticks, Individually Quick Frozen (IQF)	40,320 lbs.	FIRST YEAR (07/01/08-06/30/09)
			\$ 1.192 per lb.
			SECOND YEAR (07/01/09-06/30/10)
			\$ 1.222 per lb.
			THIRD YEAR (07/01/10-06/30/11)
			\$ 1.253 per lb.

Case Pack: 72 breadsticks per case; 13.5 lbs. per case

13072	Cheese/Pepperoni-Filled Breadsticks, Individually Quick Frozen (IQF)	40,320 lbs.	FIRST YEAR (07/01/08-06/30/09)
			\$ 1.121 per lb.
			SECOND YEAR (07/01/09-06/30/10)
			\$ 1.149 per lb.
			THIRD YEAR (07/01/10-06/30/11)
			\$ 1.178 per lb.

Case Pack: 144 breadsticks per case; 15.75 lbs. per case

CONTRACTOR, TERMS AND DELIVERY:

* 151937
 National Food Group, Inc.
 46820 Magellan Drive, Suite A
 Novi, MI 48377-2454

CONTRACTOR'S CONTACT: Mr. Sean Zecman

CONTRACTOR'S IT/MIS CONTACT: Same as above

BID/CONTRACT NO.: OT900109-1 (06/30/11)

TERMS: Net 90 Days

DELIVERY: In accordance with 'Delivery and
 Acceptance' paragraph, page 3

Toll Free: (888) 824-0700
 Telephone: (734) 446-1150
 Fax: (734) 453-1800
 Email: szecman@csvsales.com

* To indicate a new Contractor's address effective with all orders issued on or after August 30, 2010.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	08/30/10	To indicate a change in the Contract Analyst, the usage report contact, the Contractors address and to add page 9, Summary of Amendments.