

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. 2

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

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR VARIOUS PRODUCTS, PROCESSED USING USDA COMMODITY GROUND BEEF AND USDA COMMODITY TOMATO PASTE

Attached are pages 1, 4, 13 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve (12) months, effective 07/01/2013 through 06/30/2014.

All other prices, terms and conditions remain unchanged.

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

Kellie Johnson
kellie.johnson@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): 46743
JTM Provisions Co., Inc.
200 Sales Drive
Harrison, OH 45030
davehackman@jtmfoodgroup.com



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

REQUIREMENTS CONTRACT: VARIOUS PRODUCTS, PROCESSED USING USDA COMMODITY GROUND BEEF AND
USDA COMMODITY TOMATO PASTE

CONTRACT No.: OT900110

EFFECTIVE DATES: 07/01/09 to 06/30/12
Renewal through 06/30/2014*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900110 that opened on 11/10/08. 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:

Kellie Johnson*
kellie.johnson@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>

* Contract renewal for twelve (12) months through 06/30/14 and contract analyst updated.

Signed: _____
Robert Blair, Director Date

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.

SAMPLES: A sample of each product offered is required. A sample shall consist of one (1) case. Product samples shall meet all requirements as specified herein and shall bear required labeling and markings. The samples must be certified by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), Livestock & Seed Division as meeting formulation, specification, and fabrication requirements, as well as having been processed under constant USDA supervision. Samples shall be submitted prior to the close of business on Tuesday, November 4, 2008 to the address shown below. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

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

The USDA certificates shall certify that the samples conform to the specifications of this bid in the formulation and packaging. Samples shall be identified as to content, processor, bid number, and bidder's company name. All samples must be accompanied by a USDA, AMS, Livestock & Seed Division grading certificate. Samples submitted without a USDA, AMS, Livestock & Seed Division grading certificate will not be considered for award. One-half (1/2) case of each product sample shall be used for bid evaluation and the other one-half (1/2) case of each product sample shall be used to verify actual processed product received during the contract period. Samples will be evaluated on appearance, color, aroma, flavor (taste), and texture. The sample may be analytically tested. Samples will not be returned.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions for Bidders". In addition, to determine the lot total price for each bid, the state will use the following process. Below is shown the estimated percentage of USDA commodity ground beef and the corresponding quantity in pounds of USDA commodity ground beef that is estimated will be used for each end product annually..

Meat Sauce, Beef,	36.9% (139,482 lbs.)
Chili, Beef with Kidney Beans	17.6% (66,528 lbs.)
Hot Dog Chili Sauce, Beef without Beans	8.7% (32,886 lbs.)
Chili Sauce, Beef, Cincinnati Style	10.3% (38,934 lbs.)
Sloppy Joe, with Beef and Sauce	26.5% (100,170 lbs.)

The bidder's fee per pound for processing each end product will be multiplied by the minimum yield per truckload of the USDA commodity ground beef for that product and then multiplied by the number of truckloads of the USDA commodity estimated to be processed annually to obtain an extended line item total. The extended line item totals for each item will be added to obtain a grand (lot) total.

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 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.

* **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 State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Kellie Johnson.

* To indicate a change in the usage report contact.



CONTRACTOR, TERMS, AND DELIVERY:

46743
JTM Provisions Co., Inc.
200 Sales Drive
Harrison, OH 45030

CONTRACTOR'S CONTACT: Mr. Dave Hackman

BID/CONTRACT NO.: OT900110-1 (06/30/14)*

TERMS: Net 90 Days

DELIVERY: As specified on page 3, paragraph
'DELIVERY AND ACCEPTANCE'

Toll Free: (800) 626-2308
Telephone: (513) 367-4900
Fax: (513) 367-3508
Email: davehackman@jtmfoodgroup.com

* Denotes renewal of contract with Amendment 2.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	07/01/13	Contract renewal for twelve months by mutual agreement and to notify updated contract analyst.
1	07/01/12	Contract renewal for twelve months, addition of special terms and conditions by mutual agreement, update of page numbers