Index No.: EDU027
Contract No.: OT900209
Rev. Date 07/01/12

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 NUTRITION BARS, PROCESSED USING USDA COMMODITY FRUIT AND NUT MIX OR FRUIT

Attached are pages 1, 4, 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 07/01/12 through 06/30/13 and note new analyst contact. Addition of Special Terms and Conditions added by mutual agreement.

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.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, Suite A
Novi, MI 48377-2454l
szecman@csvsales.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: NUTRITION BARS, PROCESSED USING USDA COMMODITY FRUIT AND NUT MIX OR FRUIT

CONTRACT No.: OT900209

EFFECTIVE DATES: 07/01/09 to 06/30/12
* Renewal through 06/30/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900209 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 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.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 mutual agreement to renew for twelve (12) months, effective July 1, 2012 through June 30, 2013.

Signed: _____
Robert Blair, Director Date

5. Quality Control/Total Quality Control: Prior to contract inception, the contractor shall submit to the ODE, OSHN a narrative of the quality control or total quality control program at the processing plant. The narrative of the quality control or total quality control program is not to be submitted as part of the bid response.

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 an iced nutrition bar with nuts. A sample shall consist of one (1) case of iced nutrition bars with nuts. The product sample shall be meet all requirements specified herein and shall bear required labeling and markings. Each 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, 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 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: Senthan Mahendrarasa.

** Labeling of products shall be in compliance with all guidelines as specified by the U. S. Food and Drug Administration regulations 21 CFR 101 and 9 CFR 317 Subpart B; The Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, Title II); and the State of Ohio Rule 3717-1-03.5(C), (the administrative rule adopted under Ohio Revised Code 3717.53).

Labeling of products containing the major food allergens - milk, egg, fish (e.g., bass, flounder, or cod), Crustacean shellfish (e.g., crab, lobster, or shrimp), tree nuts (e.g., almonds, pecans, or walnuts), wheat, peanuts, and soybeans - shall be in compliance with the Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, Title II) and the State of Ohio Rule 3717-1-03.5(C), (the administrative rule adopted under Ohio Revised Code 3717.53).

* Denotes change in contract analyst

** To indicate additional Special Terms and Conditions added by mutual agreement with amendment 2.

SPECIFICATION (Cont'd.)

III. CONTRACTOR'S RESPONSIBILITIES

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

A. Receiving Information: The contractor shall be responsible for obtaining signed receipts (original bills of lading) from carriers of commodity foods.

B. 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 change in subcontractors must be approved by the state, in writing, prior to such change.

C. 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, and for three (3) years from expiration date and final payment on the contract or extension thereof.

PRICE SCHEDULE

OAKS ITEM ID	ITEM DESCRIPTION	USDA COMMODITY WEIGHT (TL)	MINIMUM YIELD OF END PRODUCT PER TL OF COMMODITY	FEE FOR PROCESSING (PER LB. OF END PRODUCT)
3041	Iced Nutrition Bar	40,000 lbs.	132,000 lbs.	$ 1.68 per lb.

CONTRACTOR, TERMS AND DELIVERY:

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

CONTRACTOR'S CONTACT: Mr. Sean Zecman

BID/CONTRACT NO.: OT900209-1 (06/30/13) *

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

CONTRACTOR'S IT/MIS CONTACT: Same as above

* To indicate renewal of the contract for another year.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	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.
2	07/01/11	To indicate a mutually agreed upon renewal to the Contract for twelve (12) months effective July 1, 2011 through June 30, 2012 under the same terms and conditions and pricing.
1	07/23/10	To indicate a change in the Contract Analyst, the usage report contact, the Contractors address and to add page 9 Summary of Amendments.