

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 - DEPARTMENT OF EDUCATION, OFFICE FOR CHILD NUTRITION
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: CONTRACT FOR BEEF CRUMBLES/CRUMBLE MIX, PROCESSED USINF USDA COMMODITY GROUND BEEF

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.

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 July 1, 2013 through June 30, 2014.

This amendment is also issued to update the contract analyst.

All other prices, terms and conditions remain unchanged.

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

Jennifer Shaefer, CPPB
jennifer.shaefer@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):
46743
J.T.M. Provisions Co., Inc.
200 Sales Drive
Harrison, OH 45030
davehackman@jtmfoodgroup.com

Inventory protection is required by the Department of Education 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. Quality Control/Total Quality Control: The contractor shall submit with the completed Commodity Food Processing Agreement 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.
4. Nutrition Analysis: As part of the bid response, the bidder should submit a nutrition analysis for all finished products proposed to be processed for the Department of Education, Office for Safety, Health, and Nutrition.

SAMPLES: A sample of product offered is required. A sample shall consist of two (2) cases. 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. Samples shall be submitted prior to the close of business on Tuesday February 2, 2010 to the address shown below.

Attn: Erik Jablonka/Oji Ohajuruka
Ohio Office for Safety, Health, and Nutrition
c/o SYSCO – Central Ohio
2400 Harrison Road
Columbus, OH 43204
Telephone: (614) 930-4229

The USDA certificate shall certify that the sample conforms to the specifications of this bid in the formulation and packaging. Sample 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 (1) case of beef crumbles/crumble mix shall be used for bid evaluation and the other case of beef crumbles/crumble mix shall be used to verify actual processed product received during the contract period. Samples will not be returned. All samples shall be produced subsequent to the date of release of this Invitation to Bid. Samples may be analytically tested. Bench top samples or R&D samples will be deemed not responsive. 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 prior written approval from DAS will be considered as an event of default. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

AWARD: There will be one (1) award to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

EVALUATION: Bids will be evaluated in accordance with Article I-17. of the Instructions for Bidders. The fee per pound for processing offered by the bidder will be multiplied by the minimum yield per truckload of USDA commodity and then multiplied by the number of truckloads estimated to be processed annually to obtain an extended line item 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.

USAGE REPORTS: Every twelve (12) 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: Jennifer Shaefer. *

* Denotes update of the contract analyst.

CONTRACTOR, DELIVERY, AND TERMS:

BID/CONTRACT NO.: OT900311-1 (06/30/14)*



46743
J.T.M. Provisions Co., Inc.
200 Sales Drive
Harrison, OH 45030

DELIVERY: In accordance with 'PLACEMENT OF ORDERS'
paragraph, page 3

TERMS: Net 90 Days

CONTRACTOR'S CONTACT: Mr. Dave Hackman

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

* Denotes contract renewal for an additional twelve (12) months, effective July 1, 2013 through June 30, 2014, as a result of mutual agreement.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	07/01/13	This amendment is issued to renew the contract for an additional twelve (12) months, from July 1, 2013 through June 30, 2014, as a result of a mutual agreement. Also, to update the contract analyst.