

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 - DEPARTMENT OF EDUCATION, OFFICE FOR SAFETY, HEALTH AND NUTRITION, 25 SOUTH FRONT STREET, COLUMBUS, OH 43215

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - PORK SAUSAGE PATTIES, PROCESSED USING USDA COMMODITY PORK

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 12 months, effective 07/01/10 through 06/30/11.

And to indicate a change in the usage report contact.

All other prices, terms and conditions remain unchanged.

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

Janice. Fitzpatrick, CPPB
janice.fitzpatrick@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):
0000046743
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: PORK SAUSAGE PATTIES, PROCESSED USING USDA COMMODITY PORK

CONTRACT No.: OT900608

EFFECTIVE DATES: 07/01/07 to 06/30/10
Renewal through 06/30/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900608 that opened on 01/17/07. 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, Third Floor, 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:

Janice Fitzpatrick, CPPB
janice.fitzpatrick@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>

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. 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.
4. 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: Two (2) samples are required. A sample shall consist of one (1) case of product. Product samples shall be submitted prior to the close of business on Tuesday, January 16, 2007 to the address shown below. Samples shall bear required labeling and markings. Each sample shall be identified as to content, processor, bid number, and bidder's company name. All samples shall have been produced from normal production runs and from pork meeting the requirements of IMPS No. 405A. USDA, AMS, Livestock and Seed Division (Option 2) certification service is required for samples. Certification service shall include product formulation, processing/fabrication procedures, net weight check, and metal detection. All samples must be accompanied by a USDA certificate that certifies that the samples conform to the specifications of this bid in the formulation and packaging.

Office for Safety, Health, and Nutrition
c/o VPA Cold Storage
4465 Industrial Center Drive
Obetz, OH 43207
Telephone: (614) 409-0124
Attn: J.R. Green

One (1) case of each product shall be used for sample evaluation and the other case of product shall be used to verify actual processed product received during the term of any ensuing contract. 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 and/or the USDA certificate with the samples as specified will deem the bid not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms and Conditions for Bidding". In addition, the bid will be evaluated according to the fee per pound for processing the specified finished product. 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 OSHN staff and members of the Ohio Commodity Advisory Board. Samples will be evaluated for taste, texture, eye appeal, aroma, and color. If product 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: Jan Fitzpatrick.

- * To indicate a change in the contract for the usage reports effective immediately.

PRICE SCHEDULE

ITEM ID *	END PRODUCT (PROCESSED AS SPECIFIED)	COMMODITY WEIGHT PER TL	MINIMUM YIELD * OF END PRODUCT PER TL OF COMMODITY	FEE FOR PROCESSING (PER LB. OF END PRODUCT)
10624	Sausage, Pork, Patties, Fully Cooked, Frozen	40,020 lbs.	36,043 lbs.	\$ 0.835 per lb.

CASE PACK: 30 lbs. per case**** CONTRACTOR, TERMS AND DELIVERY:**

* 0000046743
JTM Provisions Co., Inc.
200 Sales Drive
Harrison, OH 45030

CONTRACTOR'S CONTACT: Mr. Dave HackmanCONTRACTOR'S IT/MIS CONTACT: Mr. Jeff JungBID/CONTRACT NO.: * OT900608-1 (06/30/11)TERMS: Net 90 DaysDELIVERY: 30 Days ARO

Toll Free: (800) 626-2308
Telephone: (513) 367-4900
FAX: (513) 367-3519
Email: davehackman@jtmfoodgroup.com

Telephone: (513) 367-4900

* Contract number updated, OAKS vendor number added, and new OAKS Item ID effective July 1, 2007

** To indicate renewal 7/1/10 through 6/30/11

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	07/01/10	To indicate a mutually agreed upon extension to the Contract for 12 months effective July 1, 2010 through June 30, 2011; and to change the Usage Report Contact.
1	07/01/07	To notify of OAKS Contract Number To notify of OAKS Vendor ID To notify of OAKS Item ID To add the Summary of Amendments to the contract