

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: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - MARINARA SAUCE AND KETCHUP, PROCESSED USING USDA COMMODITY TOMATO PASTE

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 07/01/11 through 06/30/12.

To indicate a decrease in the price for marinara sauce and ketchup in packets on page 9; to change the contract for the usage report on page 5; and to add page 10 for the Summary of Amendments, effective with all orders issued on or after July 1, 2011.

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):
153535
Red Gold, LLC
120 East Oak
Orestes, IN 46063

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
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MANDATORY USE CONTRACT FOR: MARINARA SAUCE AND KETCHUP, PROCESSED USING USDA COMMODITY TOMATO PASTE

CONTRACT No.: OT900809

EFFECTIVE DATES: 07/01/08 to 6/30/11

* Renewal through 06/30/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900809 that opened on 04/02/08. 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 OHIO 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:

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>

* To indicate mutual renewal for twelve months effective July 1, 2011 through June 30, 2012

Signed: _____
Robert Blair, Director Date

QUALITY CONTROL: OSHN will randomly select product from that shipped into the cold storage facilities for sample testing by the Ohio Department of Agriculture or may test samples maintained by the processor. Minimum bacteriological standards shall be:

1. E. coli: < 10/gm.
2. S. Aureus: 10/gm.
3. Salmonella: Negative
4. Yeast and Mold: No visible growth

All costs for testing shall be the responsibility of the contractor. Failure to meet the specification requirements will invalidate the contract and will result in the contractor being liable for any financial losses incurred by the state of Ohio.

- * 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.

SPECIFICATION

I. SCOPE AND CLASSIFICATION

- A. Scope: The purpose of this bid is to obtain a contractor to process United States Department of Agriculture (USDA) commodity bulk tomato paste into marinara sauce and ketchup for the Ohio Department of Education (DOE), Office for Safety, Health and Nutrition (OSHN). It is anticipated that approximately 500,000 pounds of bulk tomato paste will be made available by the USDA to the state of Ohio annually and that this quantity will be processed annually under any term contract issued pursuant to this Invitation to Bid (ITB). The quantity specified is based on anticipated commodity availability from the USDA and the state of Ohio is not obligated to request processing of this or any other quantity. Commodity bulk tomato paste is anticipated to become available in July, 2008. Commodity bulk tomato paste will be delivered to the contractor in truckload quantities of 40,950 pounds. The contractor shall process the end products and make delivery to the three (3) cold storage facilities specified herein. Bid prices (fee for processing per pound of finished product) shall include all transportation charges for delivery of processed product to the cold storage facilities and any other costs associated with providing the specified end products. The term of any contract issued pursuant to this ITB shall be for three (3) years, from July 1, 2008 through June 30, 2011.
- B. Classification
1. Marinara Sauce
 2. Ketchup
 - a. #10 cans
 - b. Individual portion packs

II. REQUIREMENTS

- A. USDA Commodity Description
1. USDA tomato paste totes (USDA commodity code A245)
 2. Packaged in aseptic bags in wooden frame totes.

- * To indicate a change to the contract for usage reports effective with all orders issued on or after July 1, 2011.

SPECIFICATION (Cont'd.)

- 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)	PER CASE PRICE IN OAKS
* 13209	Marinara Sauce	40,950 lbs.	206,469 lbs.	\$0.461 per lb.	\$18.16
13210	Ketchup, Tomato (6/#10 pack)	40,950 lbs.	180,025 lbs.	\$0.269 per lb.	\$11.59
* 13211	Ketchup, Tomato (1000/9 gm pack)	40,950 lbs.	192,984 lbs.	\$0.650 per lb.	\$12.87

CONTRACTOR, TERMS AND DELIVERY:

153535
 Red Gold, LLC
 120 East Oak
 Orestes, IN 46063

CONTRACTOR'S CONTACT: Mr. David J. Halt

BID/CONTRACT NO.: OT900809-1 (06/30/08)

TERMS: Net 60 Days

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

Telephone: (765) 754-7527
 Fax: (765) 754-3145
 E-mail: dhalt@redgold.com

* To indicate a decrease in the price of Marinara and Ketchup in packets effective with all orders issued on or after July 1, 2011.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	07/01/11	To indicate mutual agreement for renewal for twelve months effective with all orders issued on or after July 1, 2011 through June 30, 2012. To indicate a price decrease on Marinara and ketchup packets on page 9 and to add page 10 for the Summary of Amendments effective with all orders issued on or after July 1, 2011.