

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, THIRD FLOOR, COLUMBUS, OH 43215

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR POPCORN CHICKEN PIECES, PROCESSED USING USDA COMMODITY CHICKEN

Attached are pages 1, 5, 11 and 12 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):

155621
KD Acquisition LLC
2063 Memorial Park Road
Gainesville, GA 30041
jack.crawford@colemannatural.com

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
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4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: POPCORN CHICKEN PIECES, PROCESSED USING USDA COMMODITY CHICKEN

CONTRACT No.: OT901009

EFFECTIVE DATES: 07/01/08 to 06/30/11

* Renewal through 06/30/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901009 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 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

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.

QUALITY CONTROL: The contractor shall make available, at the request of the Department of Education, Office for Safety Health and Nutrition, independent laboratory test results for each finished good item produced from bulk chilled chicken. Samples shall be randomly drawn by the Office for Safety Health and Nutrition from a current production lot or shall be a reference sample maintained by the manufacturer.

For the purpose of this requirement, the following definitions shall apply:

Batch of Bulk Chilled Chicken: One (1) 36,000 lb. truckload of bulk chilled chicken

Each Finished Good Item Produced: 34,560 lbs. Battered/Breaded Popcorn Chicken Pieces, Cooked, Frozen

Tests shall include, but not be limited to, *listeria monocytogenes*, *staphylococcus*, *E. coli 0157:H7*, *salmonella*, any extraneous matter, and undercooking. All costs for testing shall be the responsibility of the contractor. Failure to meet the specification requirements will invalidate the awarded 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: Senthana 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).

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 chicken into breaded popcorn chicken pieces for the Ohio Department of Education (DOE), Office for Safety, Health and Nutrition (OSHN). It is anticipated that approximately 720,000 pounds of chilled bulk chicken 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 chicken is anticipated to become available in July, 2008. Commodity chicken will be delivered to the contractor in truckload quantities of 36,000 pounds each. The contractor shall process the end product 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, the cost of USDA certification service 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. Popcorn Chicken Pieces, Battered/Breaded, White/Dark Meat, Fully Cooked, Frozen

* To indicate a change in the Usage Reports Contact

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

PRICE SCHEDULE

OAKS ITEM ID	END PRODUCT	USDA COMMODITY WEIGHT (TL)	MINIMUM YIELD PER TL OF RAW COMMODITY	SERVINGS PER CASE	FEE FOR PROCESSING (PER LB. OF FINISHED PRODUCT)
13468	Popcorn Chicken Pieces	36,000 lbs.	34,560 lbs.	89/3.6 oz.	\$ 1.086 per lb.

Case Pack: 4/5 lb. bags

Credit for Unused Parts: \$0.01 per lb.

CONTRACTOR, TERMS AND DELIVERY:

155621
 KD Acquisition I LLC
 2063 Memorial Park Road
 Gainesville, GA 30041

Remit To:

P.O. Box 116539
 Atlanta, GA 30368

CONTRACTOR'S CONTACT: Mr. Jack Crawford

CONTRACTOR'S IT/MIS CONTACT: Mr. Lyle Owens

BID/CONTRACT NO.: OT901009-1 (*06/30/13)

TERMS: Net 90 Days

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

Toll Free: (800) 849-5464
 Telephone: (770) 536-5177
 Fax: (770) 531-1603
 Email: jack.crawford@colemannatural.com

Telephone: (770) 536-5177

* To indicate a mutually agreed upon renewal to the Contract for twelve (12) months effective July 1, 2012 through June 30, 2013 under the same terms and conditions and pricing.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	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.
1	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 and to add page 12, Summary of Amendments..