

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 SAFETY, HEALTH AND NUTRITION, 25 SOUTH FRONT STREET, MAILSTOP 303, COLUMBUS, OH 43215

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - SALISBURY STEAK WITH SOY AND MEATLOAF WITH SOY, PROCESSED USING USDA COMMODITY GROUND BEEF

Attached are pages 1 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 add meatloaf with soy to the contract effective July 21, 2008. The evaluation was re-opened based on additional information.

All other prices, terms and conditions remain unchanged.

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

Elizabeth Lind, CPPB
elizabeth.lind@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s):

94671
Pierre Foods, Inc.
9990 Princeton Road
Cincinnati, OH 45246
valerie.fairbanks@pierrefoods.com

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REQUIREMENTS CONTRACT: SALISBURY STEAK WITH SOY AND MEATLOAF WITH SOY, PROCESSED USING USDA COMMODITY GROUND BEEF *

CONTRACT No.: OT901309

EFFECTIVE DATES: 07/14/08 to 06/30/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901309 that opened on 05/19/08. 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:

Elizabeth Lind, CPPB
elizabeth.lind@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

* Denotes addition of item

Signed: _____
Hugh Quill, Director Date

SPECIFICATION (Cont'd.)

4. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the State or the State's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Meat Inspection Act.

III. CONTRACTOR'S RESPONSIBILITIES

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

- A. 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.
- B. 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	CASE WEIGHT	USDA COMMODITY WEIGHT (TL)	MINIMUM YIELD OF END PRODUCT PER TL OF COMMODITY	FEE FOR PROCESSING (PER LB. OF END PRODUCT)
9294	Salisbury Steak with Soy	20.08 lbs.	42,000 lbs.	44,984 lbs.	\$ 0.90 per lb.
14347	Meatloaf with Soy	22.75 lbs.	42,000 lbs.	47,064 lbs.	\$ 0.83 per lb. *

* Item added to contract effective July 21, 2008