

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 DOH/WIC, INDIANA AND WISCONSIN WIC PROGRAMS AND OTHER STATE WIC PROGRAMS MUTUALLY AGREED UPON.

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - WIC INFANT FOODS REBATE PROGRAM

Attached are pages 1, 6, 14 and 24 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 indicate a price and rebate increase on the 4.0 oz. Infant Fruits and Vegetables, to change the Contract Analyst and to add page 24 for the Summary of Amendments.

All other prices, terms and conditions remain unchanged.

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

Janice Fitzpatrick, CPPB  
jan.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):

Beech Nut Nutrition Corporation  
100 Hero Drive  
Amsterdam, NY 12010  
TKennedy@herousa.com

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REQUIREMENTS CONTRACT: WIC INFANT FOODS REBATE PROGRAM

CONTRACT No.: OT904010

EFFECTIVE DATES: 04/01/10 to 03/31/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904010 that opened on 12/18/09. 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 DOH/WIC, INDIANA AND WISCONSIN WIC PROGRAMS AND OTHER STATE WIC PROGRAMS MUTUALLY AGREED UPON., 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  
jan.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 a change to the Contract Analyst.

Signed: \_\_\_\_\_  
Hugh Quill, Director Date

SPECIAL CONTRACT TERMS AND CONDITIONS

NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO): NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. The procurement strategy adopted for this Invitation for Bid has been approved by the NASPO Cooperative Purchasing Committee. NASPO is comprised of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO is an organization through which member purchasing officials provide leadership in professional public purchasing, and improving the quality of purchasing and procurement, by exchanging information and cooperation to attain greater efficiency and economy. See Exhibit One

INSURANCE RENEWAL DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverage required by this Contract. As applicable, the documents must include a current Workers' Compensation Certificate and an Acor Certificate of all applicable insurance coverage and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per Article S-14 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

- \* These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Fitzpatrick.

DMA RENEWAL DOCUMENT: Within thirty (30) days of the annual anniversary date of the Contract inception, the Contractor must submit an updated copy of the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form. This form is available at [http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/HLS\\_0038\\_Contracts.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf). The Terrorist Exclusion List is available at [http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/terrorist\\_exclusion\\_list.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf). In addition, the Contractor must annually update their registration with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>.

Failure to maintain a current, compliant certificate will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

- \* These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Fitzpatrick.

AA/EEO RENEWAL DOCUMENT: Within thirty (30) days of the annual anniversary date of the initial plan acceptance date by EEO, the Contractor must submit an updated copy of their Affirmative Action Program Verification Form from the DAS Equal Opportunity Division. The application form is available at <http://www.das.ohio.gov/Eod/AAEEO.htm>.

Failure to maintain a current certificate in compliance with all State and Federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive orders will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

- \* These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Fitzpatrick.

ADDITIONAL TERMS AND CONDITIONS: Included as attachments to this Bid are four (4) documents that present the Standard Terms and Conditions and the Rebate Procedures specific to Indiana and Wisconsin. The laws of the State of Ohio in accordance with the Ohio Revised Code as adopted by the State of Ohio shall govern this procurement and any resulting Contract. However, the laws of each participating state shall govern for purchases made by each respective participating state.

USE OF WIC LOGO AND NAME: The WIC acronym and the WIC logo are registered service marks of the United States Department of Agriculture ("USDA") and may not be used by the vendor in a way that will likely cause confusion in regard to their involvement with the WIC program. Vendors may not use in the official name in which the vendor is registered or in the name under which it does business the WIC acronym or a similar acronym or logo that would give the impression that the business is affiliated with or sponsored by the WIC program.

\*To indicate a change in the Contact name effective with all orders issued on or after August 1, 2010

BID PRICE PAGE

OHIO, INDIANA, AND WISCONSIN WIC INFANT FOOD REBATE BID

**YOUR BID:** In accordance with [Instructions, Terms, and Conditions for Bidders](#), Section I-18, Bidders shall insert a unit cost with at least, but no more than three digits.

\* **REBATE AMOUNT OFFERED:** The Contractor agrees to pay to the State WIC Agency the bid Rebate Amount Per Ounce, for which the State WIC Agency will invoice the Contractor.

Manufacturer: Beech Nut Nutrition

State Program	Average Monthly Issuance (ounces) per Infant *	Average Monthly Infant Participation	Average Total Monthly Ounces Issued	Brand Name	Average Commercial Wholesale Price Per Ounce (most current as of the Bid Opening Date) *	Rebate Amount Per Ounce *
Ohio	133.07 oz. – Fruits & vegetables	36,577	4,867,456	Beech Nut	\$ 0.145 **	\$0.065 **
	77.5 oz. – Meats & Poultry	1,450	112,375	Beech Nut	\$0.340	\$0.055
Indiana	128.02 oz. – Fruits & vegetables	26,468	3,388,416	Beech Nut	\$0.145 **	\$0.065 **
	77.5 oz. – Meats & Poultry	4	310	Beech Nut	\$0.340	\$0.055
Wisconsin	136.98 oz. – Fruits & vegetables	16,326	2,236,416	Beech Nut	\$0.145 **	\$0.065 **
	77.5 oz. – Meats & Poultry	1,146	88,815	Beech Nut	\$0.340	\$0.055

\* Maximum amount allowed by WIC Program Regulations. Issued amounts may be less.

**BRAND NAME OF PRODUCTS OFFERED:** BEECH NUT NUTRITION

**FOOD VARIETIES OFFERED:** Applesauce, Pears, Bananas, Apples & Cherries, Apricots with Pears and Apples, Apples Mango Kiwi, Pears & Raspberries, Bananas and Strawberries, Apples and Bananas, Apples and Blueberries, Apples with Pears and Bananas, Pears and Pineapple, Pears and Blueberry, Peach Apple Banana, Apple Cherry Plum, Sweet Potatoes, Butternut Squash, Peas, Green Beans, Carrots, Corn and Sweet Potatoes, Country Garden Vegetables, Mixed Vegetables, Squash & Zucchini, Sweet Corn and Rice, Green Beans & Potatoes, Beef and Beef Broth, Chicken and Chicken Broth, Turkey and Turkey Broth.

\*\* To indicate a price increase and a rebate increase on fruits and vegetables only effective with all orders issued on or after August 1, 2010

SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Revision Date</b>	<b>Description</b>
1	08/01/10	To indicate a price and rebate increase on fruits and vegetables effective with all orders issued on or after August 1, 2010. And to change the Contract Analyst on pages one and six, and to add page 24 for the Summary of Amendments.