

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. 3

TO: LIMITED DISTRIBUTION: OHIO DOH/WIC, INDIANA AND WISCONSIN WIC PROGRAMS AND OTHER STATE WIC PROGRAMS AUTHORIZED BY THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO)

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - DRY INFANT CEREAL - WIC REBATE PROGRAM - NASPO COOPERATIVE CONTRACT

Attached are pages 1, 6, 7, 15 and 18 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 advise all parties of an increase to the Gerber Infant Cereal Commercial Wholesale Price Per Ounce and a corresponding increase to the Rebate Amount Per Ounce. The Net Price Per Ounce is unchanged. The Gerber Price list is dated and effective April 4, 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):

Gerber Products Company
12 Vreeland Road, 2nd Floor, Box 697
Florham Park, NJ 07932-0697

STATE OF OHIO
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MANDATORY USE CONTRACT FOR: DRY INFANT CEREAL - WIC REBATE PROGRAM - NASPO COOPERATIVE CONTRACT

CONTRACT No.: OT904709

EFFECTIVE DATES: 01/01/09 to 12/31/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904709 that opened on 09/24/08. 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 DOH/WIC, INDIANA AND WISCONSIN WIC PROGRAMS AND OTHER STATE WIC PROGRAMS AUTHORIZED BY THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO), 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 new contact effective April 4, 2011

Signed: _____
Robert Blair, Director Date

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include all state agencies served under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within ninety (90) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

* Attn: Janice Fitzpatrick
Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

As required by other participating state WIC agencies, the Contractor shall also forward a likekind report. When required, the Contractor must forward the Quarterly Sales Report to the following addresses:

Mr. Bob Parker,
Program Analysis Unit Supervisor
Bureau of Nutrition Services
Ohio Department of Health
246 N. High Street
Columbus, Ohio 43215

Mr. Ed Talucci
Business Administrator 2
Indiana State Department of Health
Division: Operational Services
2 North Meridian Street
Indianapolis, IN 46204

Ms. Nancy Brown-Joyce
Nutrition & WIC Fiscal Manager
CSFP Program Coordinator
1 West Wilson Street, Room 243,
Madison, Wisconsin 53701

Upon request, the Contractor must forward the appropriate Quarterly Sales Report to any state WIC agency participating in this Contract.

* To indicate a change to the Contract effective April 4, 2011.

SPECIAL CONTRACT TERMS AND CONDITIONS

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 Acord 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: Janice 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. The Terrorist Exclusion List is available at 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: Janice 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: Janice Fitzpatrick.

ADDITIONAL TERMS AND CONDITIONS: Included as exhibits to this Bid are five (5) documents that present the Standard Terms and Conditions and the Rebate Procedures specific to Indiana and Wisconsin. Reference Bid Exhibits 1-4.

* To indicate a change in the Contact name effective April 4, 2011.

PRICE SCHEDULE

GERBER PRODUCTS COMPANY

A	B	C	D	
	*		**	
	Average Monthly	Average Monthly	Average Monthly	
State Program	Issuance (ounces)			
	Per Infant	Infant Participation Receiving Cereal	Total Ounces Issued	
Ohio WIC	16.6	34,151	568,000	
Indiana WIC	16	19,111	305,776	
Wisconsin WIC	16.5	*** 9,641	*** 159,080	
Total		62,903	1,032,856	

- * Maximum amount allowed by WIC Program Regulations (7CFR section 246.10) Issued amounts may be less.
- ** Currently the acceptable package size issued to WIC program infant participants is an eight (8) ounce container.
- *** Currently the acceptable package sizes issued to WIC program infant participants is 603 of twenty-four (24) ounce containers per month plus an additional 9,038 of sixteen (16) ounce containers per month.

OAKS Item ID for all procurements against this Contract: 14720

	E				F	G	H	I
Cereal Varieties Offered	Manufacturer's Brand Name:	Indicate Available Packaging Sizes			(6) Commercial Wholesale Price Per Ounce	(6) Rebate Amount	Net Price Per Ounce (1) (2)	Monthly Net Price (5) (D x H)
		8 OZ	16 OZ	24 OZ	In Effect as of the Bid Opening Date	(4) Per Ounce	(F-G)	
# (3) RICE		XX	XX		\$ 0.223	\$ 0.098	\$ 0.125	\$ 129,107.00
# BARLEY		XX			\$ 0.223	\$ 0.098	\$ 0.125	\$ 129,107.00
# OATMEAL		XX	XX		\$ 0.223	\$ 0.098	\$ 0.125	\$ 129,107.00
# MIXED		XX	XX		\$ 0.223	\$ 0.098	\$ 0.125	\$ 129,107.00
# WHOLE WHEAT (7)		XX			\$ 0.223	\$ 0.098	\$ 0.125	\$ 129,107.00
							\$	\$

- (1) If there is an error in the numbers provided by the Bidder, the Bidder is bound by the Net Price Per Ounce indicated in Column H.
- (2) The Net Price Per Ounce is applicable to all participating states.
- (3) Pricing must include Rice and not less than two other varieties.
- (4) The Rebate Amount Per Ounce must be the same for all varieties of infant cereal.
- (5) Monthly Net Price is calculated for each variety as (Average Monthly Total Ounces Issued) X (Net Price Per Ounce).
- (6) 10/08/08 published price adjustments to Gerber commercial wholesale and rebate amounts to be effective 01/01/09. Net price per ounce is unchanged.
- (7) New product added to the Contract, effective 04/01/09.

To indicate new wholesale price schedule and rebate per ounce effective April 4, 2011.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	04/04/11	To indicate an increase to the published wholesale and rebate effective 4/4/11. Net price per ounce is unchanged. To indicate a change in the Contract on pages 1, 6 and 7.
2	04/01/09	Whole Wheat Infant Cereal added to the Contract/Authorized Foods List.
1	01/01/09	10/08/08 published price adjustments to Gerber commercial wholesale and rebate amounts to be effective 01/01/09. Net price per ounce is unchanged.

