

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 MENTAL HEALTH, CENTRAL WAREHOUSE
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: TERM CONTRACT - CRACKERS, SALTINES & GRAHAMS, 2 PACS, INSTITUTIONAL CASE PACK

Attached are pages 1, 4, and 7 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 notify of a price increase effective 09/01/11 and to update the contract analyst.

All other prices, terms and conditions remain unchanged.

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

Jennifer Shaefer
jennifer.shaefer@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):

0000008999
Kellogg's Sales Co.
545 Lamont Rd.
Elmhurst, IL 60126
bidkelloggs@keebler.com

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

REQUIREMENTS CONTRACT: CRACKERS, SODA, SALTED, OR SALTINES, AND GRAHAM, PLAIN, REGULAR, INDIVIDUALLY WRAPPED 2 PACKS, INSTITUTIONAL CASE PACK

CONTRACT No.: OT904710

EFFECTIVE DATES: 02/22/10 to 12/31/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904710 that opened on 12/21/09. 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 DEPARTMENT OF MENTAL HEALTH, CENTRAL WAREHOUSE, 3201 ALBERTA ST., COLUMBUS, OH 43204, 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:

Jennifer Shaefer*
jennifer.shaefer@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>

*Denotes contact update with Amendment 1.

Signed: _____
Hugh Quill, Director Date

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

USAGE REPORTS: Every twelve (12) 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, OH 43228, Attn: Jennifer Shaefer*.

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.cfsan.fda.gov/~furl/ovffreg.html>

When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

*Denotes contact update with Amendment 1.

PRICE SCHEDULE

CRACKERS, INDIVIDUALLY WRAPPED 2 PACKS, INSTITUTIONAL CASE PACK

ITEM ID NO.	DESCRIPTION	PRODUCT NAME / STOCK NO.	2 PACKS PER CASE	PRICE PER CASE
17685	Crackers, soda, salted, or saltines, 2 per pack, approx 300 – 500 packets per case	Keebler Zesta Saltines #646	300	\$8.17 *
17686	Crackers, graham, plain, regular, 2 per pack, approx 200 packets per case	Keebler Plain Graham # 30074	200	\$14.89 *

Saltine Cracker - Cases per Truckload = 5,040

Graham Cracker - Cases per Truckload = 5,640

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

8999
Kellogg's Sales Co.
545 Lamont Rd.
Elmhurst, IL 60126

CONTRACTOR'S CONTACT: James Speerstra

BID CONTRACT NO.: OT904710-1 (12/31/12)

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (866) 512-2437
Telephone: (866) 512-2437
FAX: (877) 329-4243
E-mail: bidkelloggs@keebler.com

*Denotes price increase effective 09/01/11 with Amendment 1.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	09/09/11	This amendment is issued to notify of a price increase effective 09/01/11 and to update the contract analyst.