

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 CHILD NUTRITION
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: CONTRACT FOR TACO FILLING, PROCESSED USING USDA COMMODITY GROUND BEEF

Attached are pages 1, 4, 10, and 11 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve (12) months, effective July 1, 2013 through June 30, 2014.

This amendment is also issued to update the contract analyst and to update the contractor's contact.

All other prices, terms and conditions remain unchanged.

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

Jennifer Shaefer, CPPB
jennifer.shaefer@das.ohio.gov

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):
46743
J.T.M. Provisions Co., Inc.
200 Sales Drive
Harrison, OH 45030
davehackman@jtmfoodgroup.com

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE_CONTRACT FOR: TACO FILLING, PROCESSED USING USDA COMMODITY GROUND BEEF

CONTRACT No.: OT905310

EFFECTIVE DATES: 07/01/10 to 06/30/13
* Renewal through 06/30/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905310 that opened on 02/03/10. 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 Child Nutrition, 25 South Front Street, 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:

Jennifer Shaefer, CPPB **
jennifer.shaefer@das.ohio.gov

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

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

* Denotes contract renewal for an additional twelve (12) months, effective July 1, 2013 through June 30, 2014, as a result of mutual agreement.

** Denotes an update to the contract analyst.

Signed: _____ Date _____
Robert Blair, Director

Inventory protection is required by the Department of Education prior to the delivery of commodity food to the processor. The minimum amount of the bond, letter or credit or escrow account shall be determined by: value of the commodity food plus value of commodity food on order minus anticipated usage rate during the processing Agreement period. The bond shall remain in effect until all commodity food is properly accounted for, paid for or returned in accordance with the processing agreement. Liability for loss is provided in Article 18 of the processing agreement.

3. Quality Control/Total Quality Control: The contractor shall submit with the completed Commodity Food Processing Agreement a narrative of the quality control or total quality control program at the processing plant. The narrative of the quality control or total quality control program is not to be submitted as part of the bid response.
4. Nutrition Analysis: As part of the bid response, the bidder should submit a nutrition analysis for all finished products proposed to be processed for the Department of Education, Office for Safety, Health, and Nutrition.

SAMPLES: A sample of product offered is required. A sample shall consist of two (2) cases. Product samples shall meet all requirements as specified herein and shall bear required labeling and markings. The samples must be certified by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), Livestock & Seed Division as meeting formulation, specification, and fabrication requirements. Samples shall be submitted prior to the close of business on Tuesday, February 2, 2010 to the address shown below.

Attn: Erik Jablonka/Oji Ohajuruka
Ohio Office for Safety, Health, and Nutrition
c/o SYSCO – Central Ohio
2400 Harrison Road
Columbus, OH 43204
Telephone: (614) 930-4229

The USDA certificate shall certify that the sample conforms to the specifications of this bid in the formulation and packaging. Sample shall be identified as to content, processor, bid number, and bidder's company name. All samples must be accompanied by a USDA, AMS, Livestock & Seed Division grading certificate. Samples submitted without a USDA, AMS, Livestock & Seed Division grading certificate will not be considered for award. One (1) case of beef taco filling shall be used for bid evaluation and the other case of beef taco filling shall be used to verify actual processed product received during the contract period. Samples will not be returned. All samples shall be produced subsequent to the date of release of this Invitation to Bid. Samples may be analytically tested. Bench top samples or R&D samples will be deemed not responsive. Any variations between the samples and the products being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS. Variations without prior written approval from DAS will be considered as an event of default. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

AWARD: There will be one (1) award to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

EVALUATION: Bids will be evaluated in accordance with Article I-17. of the Instructions for Bidders. The fee per pound for processing offered by the bidder will be divided by 16 to obtain a price per ounce and multiplied by the applicable portion size to obtain a price per portion.

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.

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 State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Jennifer Shaefer. *

* Denotes an update to the contract analyst.

CONTRACTOR INDEX

CONTRACTOR, DELIVERY, AND TERMS:

0000046743
J.T.M. Provisions Co., Inc.
200 Sales Drive
Harrison, OH 45030



****CONTRACTOR'S CONTACT:** Mr. Dave Hackman

BID/CONTRACT NO.: OT905310-2 (06/30/14)*

DELIVERY: In accordance with 'PLACEMENT OF ORDERS'
paragraph, page 3

TERMS: Net 90 Days

Toll Free: (800) 626-2308
Telephone: (513) 367-4900
FAX: (513) 367-3508
Email: davehackman@jtmfoodgroup.com

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** Denotes an update to the contractor's contact.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	07/01/13	This amendment is issued to renew the contract for an additional twelve (12) months, effective July 1, 2013 through June 30, 2014, as a result of mutual agreement. In addition, this amendment is issued to update the contract analyst and to update the contractor's contact.