

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. 6

TO: LIMITED DISTRIBUTION – INSTITUTIONS FOR THE DEPARTMENTS OF METAL RETARDATION AND DEVELOPMENTAL DISABILITIES, REHABILITATION AND CORRECTION AND YOUTH SERVICES, OHIO VETERANS HOMES, OHIO STATE SCHOOL FOR THE BLIND, OHIO STATE SCHOOL FOR THE DEAF AND THE ADJUTANT GENERAL OF OHIO

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - FOOD ITEMS NOT AVAILABLE FROM CENTRAL WAREHOUSE OR STATE TERM CONTRACT

Attached are pages 1, 3 and 16 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 contract renewal for three (3) months, from July 1, 2010 through September 30, 2010.

All other prices, terms and conditions remain unchanged.

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

Jennifer Dammeyer, CPPB  
Jennifer.Dammeyer@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):

91001  
Gordon Food Service, Inc.  
P.O. Box 1787  
Grand Rapids, MI 49501  
ron.konrad@gfs.com

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

REQUIREMENTS CONTRACT: FOOD ITEMS NOT AVAILABLE FROM CENTRAL WAREHOUSE OR STATE TERM CONTRACT

CONTRACT No.: OT908806

EFFECTIVE DATES: 03/01/06 to 02/28/09  
Renewal through September 30, 2010

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT908806 that opened on 02/03/06. 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 institutions for the Departments of Mental Retardation and Developmental Disabilities, Rehabilitation and Correction, and Youth Services, Ohio Veterans Homes, Ohio State School for the Blind, Ohio School for the Deaf, and the Adjutant General of Ohio, 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 Dammeyer, CPPB  
Jennifer.Dammeyer@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>

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

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within seven (7) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the Supplemental Terms and Conditions. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than three hundred (\$300.00) dollars.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage of each item by its corresponding unit price and then add these totals together (see paragraph VI.C.1.).

USAGE REPORTS: Every three (3) 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, OH 43228-1395, Attn: \*Jennifer Dammeyer, CPPB. See paragraph IV.E.

PARTICIPATING AGENCIES: The state of Ohio reserves the right to add or delete participating agencies/institutions during the term of any contract issued pursuant to this Invitation to Bid.

## SPECIFICATION

### I. SCOPE

The state of Ohio is seeking a contractor to provide and distribute miscellaneous food products to state institutions (see institution list—Appendix C) within the state of Ohio. Most of the state's institutional food requirements are currently met through food distribution by the Department of Mental Health, Central Warehouse and by state term contracts (see Central Warehouse stocking items/term contract list—Appendix A). The intent of any contract issued pursuant to this Invitation to Bid is to complement current procurement methods by improving the availability of products and reducing delays in obtaining same. Any item available from The Department of Mental Health, Central Warehouse or from another state term contract shall not be purchased under any contract issued pursuant to this Invitation to Bid. The term of any contract issued pursuant to this Invitation to Bid shall be for a period of three (3) years, from March 1, 2006 through February 28, 2009.

### II. REQUIREMENTS

#### A. Products

##### 1. Quality

- a. Products provided shall meet or exceed United States Department of Agriculture (USDA), state, and industry standards and requirements with respect to conformance to standards in respect to, but not limited to, weights, measures, fill of container, drained weights, contamination, and condition upon delivery and shall be the same as furnished to the general trade.

\*Updated contact information with amendment 6.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
6	07/01/10	To notify of a three (3) month renewal of the contract, effective July 1, 2010 through September 30, 2010
5	01/01/10	To notify of a six (6) month renewal of the contract, effective January 1, 2010 through June 30, 2010
4	07/01/09	To notify of a six (6) month renewal of the contract, effective July 1, 2009 through December 31, 2009
3	06/01/09	To notify of a one (1) month renewal of the contract, effective June 1, 2009 through June 30, 2009
2	03/01/09	To notify of a three (3) month renewal of the contract, effective March 1, 2009 through May 31, 2009
1	07/01/07	To notify of OAKS Contract Number effective 07/01/07 To notify of OAKS Vendor ID effective 07/01/07 To notify of OAKS Item IDs effective 07/01/07 To notify of addition of a Summary of Amendments page effective 07/01/07 To notify of addition of an Item ID number assigned to the contract for issuance of blanket purchase orders in OAKS effective 07/16/07