

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. 2

TO: LIMITED DISTRIBUTION - The Department of Education, Office for Safety, Health and Nutrition, 25 South Front Street, Mailstop 303, Columbus, OH 43215

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR SWEET POTATO FRIES, PROCESSED USING USDA COMMODITY BULK SWEET POTATOES

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 07/01/12 through 06/30/13.

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): 2569
McCain Foods USA, Inc.
2275 Cabot Drive
Lisle, IL 60532-3653
michael.sullivan@mccain.com

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

REQUIREMENTS CONTRACT: SWEET POTATO FRIES, PROCESSED USING USDA COMMODITY BULK SWEET POTATOES

CONTRACT No.: OT901409

EFFECTIVE DATES: 07/01/08 to 06/30/11
Renewal through June 30, 2013*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901409 that opened on 05/19/08. 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 item(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 Safety, Health and Nutrition, 25 South Front Street, Mailstop 303, 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
jennifer.shaefer@das.state.oh.us

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

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

*Denotes renewal of contract with amendment 2 and update in contract analyst contact.

Signed: _____
Robert Blair, Director Date

Documentation listed above that is designated to be submitted with the bid response may also be requested during bid evaluation. Documents will be requested during evaluation and a deadline of seven (7) calendar days provided for submission. Failure to provide documents requested by the deadline provided will deem the bid not responsive.

PRODUCT SAMPLES: A sample of each product offered is required. A sample shall consist of one (1) case of each end product specified. Product samples shall meet all requirements specified herein and shall bear required labeling and markings. Product samples shall be submitted prior to the close of business on Friday, May 16, 2008 to the address shown below.

Office for Safety, Health, and Nutrition
c/o SYSCO Foodservice
Attn: Erik Jablanka/J.R. Green
2400 Harrison Road
Columbus, OH 43228
Telephone: (614) 930-4229

One-half (1/2) case of each product sample shall be used in sample evaluation and the other one-half (1/2) case shall be used for comparison to actual processed product received during the term of any contract issued pursuant to this bid. The samples may be analytically tested. Samples will not be returned. Failure to submit samples as specified will deem the bid not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". In addition, the state will evaluate the bids as follows. It will be assumed for purposes of evaluation, that ten percent (10%) of the USDA commodity sweet potatoes will be processed into straight cut sweet potato fries and ninety percent (90%) of the USDA commodity sweet potatoes will be processed into crinkle cut sweet potato fries. As indicated in the 'Scope' paragraph on page 5, it is anticipated that four million (1,6000,000) pounds of USDA commodity bulk sweet potatoes will be available annually for processing into the two (2) specified end products (160,000 pounds [4 truckloads] into straight cut sweet potato fries and 1,440,000 pounds (36 truckloads) into crinkle cut sweet potato fries). For each of the three (3) years of the contract, the bidder's fee for processing per pound of end product will be multiplied by the minimum yield per truckload of the USDA commodity and then multiplied by the number of truckloads of the USDA commodity estimated to be processed annually to obtain an extended annual total. The three (3) annual totals for each item will be added to obtain a line item total for the item. The line item totals for both items will be added to obtain a grand (lot) total.

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.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined as specified in the 'Evaluation' paragraph above. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT RENEWAL: Should the term contract be renewed beyond the June 30, 2011 expiration date, the prices offered for the third year of the contract shall be effective for the renewal period.

***USAGE REPORTS:** Every six (6) 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, Ohio 43228-1395, Attn: Jennifer Shaefer.

*Denotes an update in the contract analyst contact with Amendment 2.

CONTRACTOR, TERMS AND DELIVERY:

2569
McCain Foods USA, Inc.
2275 Cabot Drive
Lisle, IL 60532-3653

Remit To:

P.O. Box 2464
Carol Stream, IL 60132-2464

CONTRACTOR'S CONTACT: Mr. Mike Sullivan

CONTRACTOR'S IT/MIS CONTACT: Mr. John Targowski,

BID/CONTRACT NO.: OT901409-1 (06/30/13)*

TERMS: Net 90 Days

DELIVERY: In accordance with 'Delivery and Acceptance' paragraph, page 3

Toll Free: (800) 938-7799
Telephone: (630) 955-0400
Fax: (630) 857-4463
Email: michael.sullivan@mccain.com

Telephone: (630) 857-4289

*Updated contract expiration date with amendment 2.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	07/01/12	Contract renewal for twelve months
1	07/01/11	Contract renewal for twelve months