

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

REQUIREMENTS CONTRACT: POTATO PRODUCTS, PROCESSED USING USDA COMMODITY POTATOES

CONTRACT No.: OT900009

EFFECTIVE DATES: 07/01/08 to 06/30/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900009 that opened on 03/05/08. 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 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:

Elizabeth Lind, CPPB
elizabeth.lind@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>

Signed: _____
Hugh Quill, Director Date

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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: Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful contractor by the using agency. Product will be processed and delivered within one (1) month (per one [1] truckload of commodity) of receipt of commodity or as mutually agreed by the contractor and the Ohio Department of Education and, in accordance with Article S-2 of the Supplemental Contract Terms and Conditions. Deliveries shall be made to the following Ohio sites. The delivery location will be noted on the purchase order issued by the participating agency. All shipments are to be one stop composite truckloads, with the exception of the final delivery, which may require a partial load to each site at no additional charge to the state. Unloading is by appointment only. The contractor shall contact the cold storage facilities to make an appointment for unloading prior to loading for shipment. The percentage of total product to be delivered to each location is also provided. The state reserves the right to add, delete, or change distribution centers and/or percentage of usage during the course of the contract. 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 in regards to latent defects, fraud, or such gross mistakes as amount to fraud.

<u>CITY</u>	<u>WAREHOUSE</u>	<u>PERCENTAGE OF PRODUCT</u>
Dayton, Ohio	Terminal Cold Storage	50%
Columbus, Ohio	SYSCO Foodservice	25%
Cleveland, Ohio	SYSCO Foodservice	25%

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid to the three (3) cold storage facilities in the state of Ohio listed above. Commodity will be delivered to the contractor by the United States Department of Agriculture (USDA), F.O.B. Destination.

PAYMENT: Shall be in accordance with Article III.B. of Contract Terms and Conditions with the following exception: Payments will be due on the 90th calendar day rather than the 30th calendar day.

DOCUMENTATION

1. The bidder should submit a narrative of their processing and fabrication procedures as part of the bid response for product to be produced under this contract. The processing and fabrication procedures are to describe the product and the exact method of processing.
2. SPA Ohio (State Participation Agreement): If the successful contractor has in place a national agreement with the USDA, they shall complete and sign a SPA Ohio (State Participation Agreement) prior to the inception date of any ensuing contract. The agreement will be provided by the Ohio Department of Education (ODE), Office for Safety, Health, and Nutrition (OSHN) and is the authority to process USDA commodity foods and adherence to its contents is mandatory. Failure to complete and return this document prior to inception date of any ensuing contract may result in immediate cancellation from contract. The SPA Ohio (State Participation Agreement) may be reviewed at the ODE web site: at the following url:

<http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=487&Content=21647>

Should the successful contractor not currently have in place a national agreement with the USDA, either a national or state master agreement will be required. As part of this process, the successful contractor shall furnish to the ODE a surety bond obtained only from a surety company listed in the U.S. Department of Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", an irrevocable letter of credit, or an escrow account. Such bond, letter of credit, or escrow account shall be made payable to the Ohio Department of Education. The bond shall guarantee that the processor shall faithfully account for, return, or pay for all of the commodity food received or carried forward, in accordance with the processing agreement.

Inventory protection is required by the ODE 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. **Nutritional Analysis:** As part of the bid response, the bidder should submit a nutritional analysis for all finished products proposed to be processed for the ODE, OSHN.

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 pre-production 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. Each sample shall be identified as to content, processor, bid number, and bidder's company name. Product samples shall be submitted prior to the close of business on Tuesday, March 4, 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 product sample shall be used in sample evaluation and the other one-half (1/2) case shall be used for comparison to actual product received during the term of any contract issued pursuant to this ITB. 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 for Bidders". In addition, to determine the lot total price for each bid, the state will use the following process. Below is shown the estimated percentage of USDA commodity and corresponding quantity that is estimated will be used for each end product annually. For the purpose of evaluation, a figure representing fifty-five percent (55%) of the estimated quantity of USDA commodity to be processed annually into each end product will be used in the evaluation of bid responses.

Shoestring Potatoes, Coated, Zero Trans Fat, 1/4"	9% (1,080,000 lbs.)
Straight Potatoes, Coated, Zero Trans Fat, 3/8"	10% (1,200,000 lbs.)
Formed Potato Rounds, Ovenable	16% (1,920,000 lbs.)
Skin-on Potato Wedges, Ovenable, Zero Trans Fat	11% (1,320,000 lbs.)
Seasoned Curly Potatoes, Ovenable	18% (2,160,000 lbs.)
Seasoned Cross-Cut Potatoes, Ovenable, Zero Trans Fat	17% (2,040,000 lbs.)
Triangle Potato Patty, Ovenable, Zero Trans Fat	13% (1,560,000 lbs.)
Mashed Potatoes	6% (720,000 lbs.)

The bidder's fee per pound for processing the specified finished product will be multiplied by a figure representing fifty-five percent (55%) of the quantities listed above for each year of the contract listed on the pricing page of the bid to obtain an extended annual total. (Quantity figures for evaluation are listed on the bid pricing page.) The three annual totals for each item of the bid will be added to obtain a line item total for the item. The line item totals for all 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: Elizabeth Lind.

SPECIFICATION

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor to process United States Department of Agriculture (USDA) commodity raw potatoes into various potato products for the Ohio Department of Education (DOE), Office for Safety, Health and Nutrition (OSHN). It is anticipated that the USDA will make available twelve million (12,000,000) pounds of commodity potatoes to the state of Ohio annually and that twelve million (12,000,000) pounds will be processed annually. The quantity of each product shall be determined by demand. All shipments will be made to the warehouse locations identified herein in truckloads quantities. Commodity raw potatoes are anticipated to become available in July, 2008. The quantity specified is based on anticipated product availability from the USDA and the state of Ohio is not obligated to request processing in these amounts or any other quantities. Commodity raw potatoes will be delivered to the contractor in forty thousand (40,000) pound truckload quantities and the contractor shall process product(s) and deliver end product(s) to the cold storage facilities listed herein. Bid pricing (price per pound of end product) shall include all transportation charges and any other costs associated with providing the finished products. The term of any contract awarded pursuant to this bid shall be for three (3) years from July 1, 2008 through June 30, 2011.

B. Classification

1. Potatoes, Fries, Frozen
 - a. 1/4" x 1/4" Shoestring, Coated, Zero Trans Fat
 - b. 3/8" x 3/8", Straight, Coated, Zero Trans Fat (Field 'A')
2. Formed Potato Rounds, Par-Fried, Zero Trans Fat, Ovenable, Frozen
3. Potato Wedges, Skin-On, Zero Trans Fat, Ovenable, Frozen
4. Seasoned Spiral (Curly) Potatoes, Zero Trans Fat, Ovenable, Frozen
5. Seasoned Cross-Cut/Lattice/Waffle Potatoes, Zero Trans Fat, Ovenable, Frozen
6. Formed Triangular Potato Patties, Par-Fried, Zero Trans Fat, Ovenable, Frozen
7. Mashed Potatoes, Reheatable, Frozen

SPECIFICATION (Cont'd.)

II. REQUIREMENTS

A. USDA Commodity Description

1. USDA commodity raw potatoes
 - a. Grade: U.S. No. 2 Processing or better
 - b. Pack: Bulk truckload (40,000 pounds)
 - c. Size: Whole potatoes, not less than 1-1/2" in diameter or pieces not less than 4 ounces in weight
 - d. Varieties: Shall include Shepody, Ranger, Umatilla, Russet Burbank, and Altura

B. End Product Description

1. General
 - a. The potatoes may be chopped, shredded, or diced and formed into appropriate units according to the bid specification.
 - b. No artificial color or monosodium glutamate shall be added to products.
 - c. In accordance with USDA standards, all products shall have a minimum yield of fifty-five percent (55%) yield.
 - d. All products shall be processed in the United States.
 - e. All products shall have a one (1) year shelf life, frozen.
 - f. All products must be stored and distributed at 0° F. or less.
2. Potatoes, Fries, 1/4" x 1/4" Shoestring, Coated, Zero Trans Fat, Frozen
 - a. Pack: 36 lb. cases. No alternate packs will be acceptable.
 - b. Shall be shoestring style
 - c. Shall be coated in a starch based coating
 - d. Shall not have skin
 - e. Shall meet the following USDA/XLF length requirements:
 1. Minimum: 30% >3" length or more
 2. Maximum: 20% <2" length or less
 3. Maximum: 15% shorts and slivers
 - f. Cross-sectional Dimensions: 1/4" x 1/4"
 - g. Product shall contain zero trans fat.

SPECIFICATION (Cont'd.)

3. Potatoes, Fries, 3/8" x 3/8" Straight, Coated, Zero Trans Fat, Frozen (Field 'A')
 - a. Pack: 30 lb cases. No alternate packs will be acceptable.
 - b. Shall be straight cut style
 - c. Shall be coated in a starch based coating
 - d. Potatoes shall not have skin.
 - e. Potatoes shall meet the following length requirements:
 1. Minimum: 15% > 3" length or more
 2. Maximum: 40% < 2" length or less
 3. Maximum: 10% shorts and slivers
 - f. Cross-sectional Dimensions: 3/8" x 3/8"
 - g. Product shall contain zero trans fat.
4. Formed Potato Round, Par-Fried, Zero Trans Fat, Ovenable, Frozen
 - a. Pack: 30 lb cases. No alternate packs will be acceptable.
 - b. Shall be shredded and formed into bite-size portions commonly known as tots, gems, or puffs.
 - c. Potatoes shall be par-fried.
 - d. Potatoes shall not have skin.
 - e. There shall be 45 to 55 formed potato rounds per pound.
 - f. Potatoes shall be ovenable.
 - g. Product shall contain zero trans fat.
5. Potato Wedges, Skin-On, Zero Trans Fat, Ovenable, Frozen
 - a. Pack: 30 lb cases. No alternate packs will be acceptable.
 - b. Potatoes shall have skin.
 - c. Each potato shall produce eight (8) wedges.
 - d. Potatoes shall be ovenable.
 - e. Potatoes shall be processed using zero trans-fat oil.
 - f. Product shall contain zero trans fat.

SPECIFICATION (Cont'd.)

6. Seasoned Curly/Spiral Potatoes, Zero Trans Fat, Ovenable, Frozen
 - a. Pack: 24 lb. or 30 lb cases. No alternate packs will be acceptable. Bidder shall indicated the case pack offered on the bid pricing page.
 - b. Potatoes shall be coated with a mild seasoning.
 - c. Potatoes shall have skin.
 - d. Potatoes shall be ovenable.
 - e. Product shall contain zero trans fat.
 7. Seasoned Cross-Cut/Lattice/Waffle Potatoes, Zero Trans Fat, Ovenable, Frozen
 - a. Pack: 27 lb. or 30 lb cases. No alternate packs will be acceptable. Bidder shall indicate the case pack offered on the bid pricing page.
 - b. Potatoes shall be coated with a mild seasoning.
 - c. Potatoes shall have skin.
 - d. Potatoes shall have cross-cut or lattice or waffle design.
 - e. Potatoes shall be ovenable.
 - f. Product shall contain zero trans fat.
 8. Formed Triangular Potato Patties, Par-Fried, Zero Trans Fat, Ovenable, Frozen
 - a. Pack: 30 lb cases. No alternate packs will be acceptable.
 - b. Shall be shredded and formed into flat, triangular-shaped patties
 - c. The triangular patty shall be par-fried.
 - d. Each patty shall have a net weight of 2.0 ounces.
 - e. Patties shall be ovenable.
 - f. Product shall contain zero trans fat.
 9. Mashed Potatoes, Reheatable, Frozen
 - a. Pack: 24 lb. or 30 lb cases. No alternate packs will be acceptable. Bidder shall indicate the case pack offered on the bid pricing page.
 - b. Poly-bags shall be microwavable or boilable.
 - c. Mashed potatoes shall be ready to use once reheated.
- C. Preparation and Processing: All preparation and processing described herein shall occur subsequent to the date of contract award. The product shall be produced, processed and stored in plants operating under the supervision of the contractor.

SPECIFICATION (Cont'd.)

D. Labeling

1. Printed, stamped, and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, of a contrasting color, and readable.
2. The contribution value of a serving to the National School Lunch Program (NSLP) pattern, the nutrition analysis, and the reheating and serving size information shall be printed on the outside of the master case or may be included as an insert in each master case.
3. Product may have an approved CN label and name and location of the processor. Each container shall bear the net weight of the case, the date of manufacturing/processing, the ingredient statement in order of predominance, and recommended storage instructions.
4. Heating instructions shall be included with each case or a copy sent to the Ohio Department of Education, Office for Safety Health and Nutrition prior to initial shipment of any potato product.

E. Palletizing: Shipments may be requested as palletized deliveries; and if requested, shall conform to the following:

1. Manufacturers standard 40" x 48" partial 4-way shipping pallets are acceptable.
2. Maximum Height: 7'6" (including pallet).
3. Maximum Weight: 3500 pounds (including pallet).
4. Pallets are to be securely banded or shrink wrapped.
5. The cost of palletizing must be included in the unit price.
6. Pallet exchange is satisfactory with all warehouses.

F. Quality Control: OSHN will randomly select product from that shipped into the cold storage facilities for sample testing by ODA or may test samples maintained by the manufacturer. Minimum bacteriological standards shall be:

1. E. coli: < 10/gm.
2. S. Aureus: 10/gm.
3. Salmonella: Negative
4. Yeast and Mold: No visible growth

All costs for testing shall be the responsibility of the contractor. Failure to meet the specification requirements will invalidate the awarded contract and will result in the contractor being liable for any financial losses incurred by the state of Ohio.

G. General Information

1. The delivered product shall comply with all applicable federal and state mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution and sales of the product in the commercial marketplace.
2. All commodities and services to be furnished hereunder shall conform to the specifications as noted herein.
3. If laboratory analysis is done in accordance with Article S-15 of the Supplemental Contract Terms and Conditions, the laboratory analysis will be predicated upon the formulation specified herein.

SPECIFICATION (Cont'd.)

4. The processor will maintain records to insure traceability of cheese from receipt at processor's plant to the designated warehouse.
5. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the State or the State's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.

III. CONTRACTOR'S RESPONSIBILITIES

In addition to those responsibilities specified above, the contractor shall be responsible for the following:

A. Receiving information:

1. Completing and filing overage, shortage, and damage reports with OSHN.
2. Obtaining signed receipts (original bills of lading) from carriers of commodity foods.
3. Mailing all delivery receipts and receiving reports to OSHN no later than the following business day after receipt.

B. Prime Contractor Responsibilities: The prime contractor will be required to assume responsibility for all contractual activities offered in this agreement, whether or not that contractor performs them. Further, the state will consider the prime contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, the contractor shall provide a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor's organizational abilities. The state reserves the right to approve subcontractors and to require the primary contractor to replace subcontractors found to be unacceptable. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract. Any change in subcontractors must be approved by the state, in writing, prior to such change.

C. Accounting Records: The contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the state of Ohio. Financial and accounting records shall be made available upon request to the state of Ohio, its designees or the Ohio Auditor of State at any time during the contract period and any extension thereof, and for three (3) years from expiration date and final payment on the contract or extension thereof.

PRICE SCHEDULE

OAKS ITEM ID	ITEM DESCRIPTION	CASE WEIGHT	USDA COMMODITY WEIGHT (TL)	* ESTIMATED USAGE OF COMMODITY	FEE FOR PROCESSING (PER LB. OF END PRODUCT)		
					FIRST YEAR (07/01/08-06/30/09)	SECOND YEAR (07/01/09-06/30/10)	THIRD YEAR (07/01/10-06/30/11)
13101	Potatoes, Fries, 1/4" x 1/4", Shoestring, Coated, Zero Trans Fat, Frozen	36 lbs.	40,000 lbs.	594,000 lbs.	\$ 0.483 per lb.	\$ 0.504 per lb.	\$ 0.507 per lb.
13102	Potatoes, Fries, 3/8" x 3/8", Straight, Coated, Zero Trans Fat, Frozen (Field A)	30 lbs.	40,000 lbs.	660,000 lbs.	\$ 0.448 per lb.	\$ 0.467 per lb.	\$ 0.47 per lb.
13103	Formed Potato Rounds, Par-Fried, Zero Trans Fat, Ovenable, Frozen	30 lbs.	40,000 lbs.	1,056,000 lbs.	\$ 0.387 per lb.	\$ 0.409 per lb.	\$ 0.41 per lb.
3747	Potato Wedges, Skin-On, Zero Trans Fat, Ovenable, Frozen	30 lbs.	40,000 lbs.	726,000 lbs.	\$ 0.341 per lb.	\$ 0.348 per lb.	\$ 0.348 per lb.
13104	Seasoned Spiral (Curly) Potatoes, Zero Trans Fat, Ovenable, Frozen	24 lbs.	40,000 lbs.	1,188,000 lbs.	\$ 0.472 per lb.	\$ 0.493 per lb.	\$ 0.497 per lb.
13105	Seasoned Cross-Cut/Lattice/Waffle Potatoes, Zero Trans Fat, Ovenable, Frozen	27 lbs.	40,000 lbs.	1,122,000 lbs.	\$ 0.542 per lb.	\$ 0.567 per lb.	\$ 0.572 per lb.
13106	Formed Triangular Potato Patties, Par-Fried, Zero Trans Fat, Ovenable, Frozen	30 lbs.	40,000 lbs.	858,000 lbs.	\$ 0.465 per lb.	\$ 0.483 per lb.	\$ 0.484 per lb.
3745	Mashed Potatoes, Reheatable, Frozen	24 lbs.	40,000 lbs.	396,000 lbs.	\$ 0.468 per lb.	\$ 0.471 per lb.	\$ 0.471 per lb.

* As specified on page 4, 'Evaluation' paragraph

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: Ms. Sheila Finnegan,

BID/CONTRACT NO.: OT900009-1 (06/30/11)

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) 857-4237