

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
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 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:

*Kellie Johnson
Kellie.johnson@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 update in contract analyst contact.

Signed: _____
Robert Blair, 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 each product offered. The processing and fabrication procedures are to describe the product and the exact method of processing.
2. The bidder should submit a nutrition analysis as part of the bid response for each product offered.
3. The bidder should submit an end-product-data-sheet for each finished product proposed to be processed for the Ohio Department of Education (ODE), Office for Safety, Health, and Nutrition (OSHN).
4. 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.

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.

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) bulk commodity sweet potatoes into sweet potato fries for the Ohio Department of Education (DOE), Office for Safety, Health and Nutrition (OSHN). It is anticipated that approximately one million, six hundred thousand (1,600,000) pounds of commodity sweet potatoes will be made available by the USDA to the state of Ohio annually and that this quantity will be processed annually under any term contract issued pursuant to this Invitation to Bid (ITB). The quantity specified is based on anticipated commodity availability from the USDA and the state of Ohio is not obligated to request processing of this or any other quantity. Commodity sweet potatoes are anticipated to become available in November, 2008. Commodity sweet potatoes will be delivered to the contractor in truckload quantities of forty thousand (40,000) pounds. The contractor shall process the end products and deliver to the three (3) cold storage facilities specified herein. Bid prices (price per pound for processing finished product) shall include all transportation charges for delivery of processed product to the cold storage facilities, as well any other costs associated with providing the specified end products. The term of any contract issued pursuant to this ITB shall be for three (3) years, from July 1, 2008 through June 30, 2011.

B. Classification

1. Sweet Potato Fries, Coated, Zero Trans Fat, Ovenable, Frozen
 - a. Straight Cut, 3/8" x 3/8"
 - b. Crinkle Cut, 7/16" x 7/16"

II. REQUIREMENTS

A. USDA Commodity Description

1. USDA commodity sweet potatoes
 - a. Grade: U.S. No. 2 processing or better
 - b. Size: Whole, not less than 1-1/2" in diameter and not greater than 3-1/2" in diameter
 - c. Varieties: Shall include Beauregard or Covington
 - d. Pack: Bulk truckload (40,000 pounds)

B. End Product Description

1. General
 - a. Sweet potatoes shall be cut 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-one percent (51%).
 - d. All products shall be processed in the United States.
 - e. All products must be stored and distributed at 0° F. or less.
 - f. All products shall have a one (1) year shelf life held frozen.

SPECIFICATION (Cont'd.)

2. Sweet Potato Fries, 3/8" x 3/8", Straight cut, Coated, Zero Trans Fat, Frozen

- a. Shall be straight cut style
- b. Shall be coated in a starch based coating
- c. Potatoes shall have skin
- d. Potatoes shall meet the following length requirements:
 1. Minimum: 32% > 3" length or more
 2. Maximum: 18% < 2" length or less
- e. Cross-sectional Dimensions: 3/8" x 3/8"
- f. Product shall be processed using non-hydrogenated oil
- g. Potatoes shall be ovenable

3. Sweet Potato Fries, 7/16" x 7/16", Crinkle cut, Coated, Zero Trans Fat, Frozen

- a. Shall be crinkle cut style
- b. Shall be coated in a starch based coating
- c. Potatoes shall not have skin
- d. Potatoes shall meet the following length requirements:
 1. Minimum: 32% > 3" length or more
 2. Maximum: 18% < 2" length or less
- e. Cross-sectional Dimensions: 7/16" x 7/16"
- f. Product shall be processed using non-hydrogenated oil
- g. Potatoes shall be ovenable

C. Packaging

1. Both sweet potato fries end products shall be packed in fifteen (15) pound net weight cases. No alternate packs are acceptable.
2. The packaging of the bid samples must meet specifications and shall be the method of packaging to be used for all product provided under any term contract issued pursuant to this bid.
3. All packaging and packing materials must be new and clean and must not impart objectionable odors or flavors to the products.
4. Bags shall be securely closed. Metal wire ties, metal clips, paper-coated wire ties or staples shall not be used for sealing plastic-film bags.
5. Staples shall not be used as a final case closure. Case closure shall be accomplished by taping, strapping or gluing. All boxes within the delivery unit of an individual product shall be of a uniform size and weight.

SPECIFICATION (Cont'd.)

6. Boxes shall be one piece, die-cut, regular slotted container (RSC) design. Fiberboard shall be testing not less than two hundred (200) pounds. No holes in boxes are permitted.

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 processing, ingredient statement in order of predominance and recommended storage instructions.
4. Heating instructions shall be included with each case and a copy sent to the Ohio Department of Education, Office of Safety, Health and Nutrition prior to initial shipment of any sweet 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.

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 the Ohio Department of Agriculture (ODA) or may test samples maintained by the processor. Minimum bacteriological standards shall be:

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

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.

SPECIFICATION (Cont'd.)

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 bid specification. Laboratory analysis shall be performed by an independent laboratory contracted by the OSHN to insure compliance with the bid formulation. Costs incurred for laboratory analysis shall be borne by the OSHN except in instances of demonstrated nonconformance to formulation and/or specifications.
4. 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. Complete 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	USDA COMMODITY WEIGHT PER TL	MINIMUM YIELD PER TL OF COMMODITY	ESTIMATED ANNUAL USAGE OF COMMODITY	ANNUAL YIELD OF USDA 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 (07/01/10-06/30/13*)
14222	Sweet Potato Fries, 3/8" x 3/8", Straight cut, Coated, Zero Trans Fat, Ovenable, Frozen	40,000 lbs.	20,400 lbs.	160,000 lbs.	81,600 lbs.	\$ 1.18 per lb.	\$ 1.23 per lb.	\$ 1.30 per lb.
14223	Sweet Potato Fries, 7/16" x 7/16", Crinkle cut, Coated, Zero Trans Fat, Ovenable, Frozen	40,000 lbs.	20,400 lbs.	1,440,000 lbs.	734,400 lbs.	\$ 1.38 per lb.	\$ 1.44 per lb.	\$ 1.51 per lb.

* Amendment issued to update the end date on the price schedule third year.

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
4	01/25/13	Amendment issued to notify that contract will expire on June 30, 2013 and update in contract analyst contact.
3	07/01/12	Amendment issued to update the end date on the price schedule third year.
2	07/01/12	Contract renewal for twelve months
1	07/01/11	Contract renewal for twelve months