

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: POTATOES, DEHYDRATED, MASHED, PROCESSED USING USDA COMMODITY  
BULK POTATOES

CONTRACT No.: OT903015

EFFECTIVE DATES: 09/26/14 to 06/30/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903015 that opened on 06/20/14. 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](#) (Revised 10/2013), 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 Department of Education, Office for Child Nutrition, 25 South Front Street, Third Floor, 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:

Senthan Mahendrarasa  
senthan.mahendrarasa@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>

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 of receipt of the commodity order or as mutually agreed by the contractor and the Department of Education and in accordance with paragraphs S-8, S-9, and S-10 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 in accordance with the quantities ordered. Quantities ordered may be to the nearest whole pallet, or as mutually agreed by the contractor and the Department of Education. Unloading of ordered product shall be by appointment only. The contractor shall contact the cold storage facilities to make an appointment for unloading prior to loading for shipment. The state reserves the right to add, delete, or change distribution centers and/or percentage of usage during the term 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 as regards to latent defects, fraud, or such gross mistakes as amount to fraud. The approximate percentage of total product to be delivered to each location is also provided below.

<u>CITY</u>	<u>WAREHOUSE</u>	<u>ESTIMATED VOLUME OF TOTAL PRODUCT</u>
Dayton, Ohio	Terminal Cold Storage	50%
Cincinnati, Ohio	SYSCO Food Storage	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. Due to expiration of some existing warehouse contracts, it is possible that the delivery destinations as well as the percentage of finished product to the destinations above may change during the contract period. Any such changes should not attract additional charges to ODE. Bidders may take this into consideration in their bid. Commodity will be delivered to the contractor by the 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. If payment terms are listed on the invoice to the Ohio Department of Education, it must be consistent with the terms in the contract.

DOCUMENTATION:

1. The bidder should submit a narrative of their processing and fabrication procedures as part of the bid response for all products to be produced under this contract. The processing and fabrication procedures are to describe the product and the exact method of processing.
2. Commodity Food Processing Agreement: The successful contractor shall complete and sign a National Processing Agreement or an Ohio Processing Agreement prior to the inception date of any ensuing contract. The processing agreement will be provided by the Department of Education, Office for Child Nutrition 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.

Attachment A to the bid, which is Page 11 of the processing agreement is 'Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions' (Form AD-10-48 [11/97]). This page of the agreement only should be submitted as part of the bid response.

Processor shall furnish to Department of Education 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 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 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 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. 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 Department of Education, Office for Child Nutrition.

SAMPLES: A sample of each product offered is required. A sample shall consist of two (2) cases of the product. Product samples shall meet all requirements as specified herein, shall bear required labeling and markings and shall include preparation and serving instructions. Samples shall be submitted no later than 2:30 pm on Wednesday June 18, 2014 to the address shown below. Failure to submit samples as specified will result in the bidder being deemed as not responsive.

Ohio Department of Education, Office for Child Nutrition  
c/o Terminal Cold Storage  
20-60 Eaker Street  
Dayton, Ohio 45402  
Telephone: (937) 223-3138 Ext. 10  
Attn: Cindy Watkins/Oji Ohajuruka

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms, and Conditions for Bidding". There will be a taste testing of the samples submitted to determine acceptability. This will be conducted by a minimum, a ten (10) member panel composed of members of the Office for Child Nutrition staff, members of the Ohio Commodity Advisory Board and/or students from Ohio schools. Samples will be evaluated for appearance, color, flavor (taste) and texture. If product 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 contract, then the sample shall be the standard for the entire contract with anticipated yields as projected and costs as stated. In addition, the bid will be evaluated according to the fee per pound for processing the specified finished product. One case of each product shall be used for bid evaluation to determine acceptability and the other case shall be used to verify and validate actual processed product received during the contract period. No further consideration may be given if the product sample submitted by a bidder fails to meet the evaluation criteria.

The estimated truckloads per year will be determined by dividing the anticipated commodity in pounds per year by the commodity weight per truckload.

The estimated truckloads per year will be multiplied by the quoted minimum yield to obtain estimated annual pounds per year. This will be multiplied by the processing fee per pound offered by the bidder for years 1-3 to obtain the extended price. The extended price for all three years will be added together to obtain the line item total.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item total. Failure to bid all years may result in the bidder being deemed not responsive.

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 Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Senthana Mahendrarasa.

## 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 Bulk Potatoes into finished low sodium dehydrated potatoes specified in II.B. below for the Ohio Department of Education (DOE), Office for Child Nutrition (OCN). It is anticipated that approximately three million (3,000,000) pounds bulk potatoes will be made available by the USDA to the State of Ohio annually and that these amounts will be processed annually under any ensuing contract. 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 or proportion of raw products. Commodity potatoes is anticipated to become available for delivery to the contractor beginning July 1, 2014. Commodities will be delivered in truckload quantities from the USDA to the contractor. The contractor shall process the raw products and make deliveries of finished products to the three (3) cold storage facilities specified herein. The ordered quantity of each finished product from the contractor or processor as determined by demand from eligible State beneficiaries of the National School Lunch Program (NSLP) shall be in full pallet amounts. Bid prices (fee for processing per pound of finished product) shall include all transportation charges for delivery of processed product, as well as all other costs associated with providing the specified end products to the cold storage facilities. The term of any contract issued pursuant to this ITB shall be for an initial period of three (3) years, from July 1, 2014 through June 30, 2017.

#### B. End Product Classification

Potatoes, Dehydrated, Mashed, Low Sodium

#### C. Summary End Product Data Schedule

A bidder shall provide an updated copy of USDA approved Summary End Product Data Schedule (SEPDS) for all finished products to OCN.

### II. REQUIREMENTS

#### A. USDA Commodity Description

1. Bulk potatoes, USDA Material Code 100506 (A232) or 100227 or other appropriate USDA bulk potato product. Any potato used for processing into dehydrated potato must be fully substitutable on a 1:1 ratio as well as meet or exceed the end-product specifications in this bid
2. Varieties: Shall include Shepody, Ranger, Umatilla, Alturas, Norkotah, Atlantic, Goldrush, Snowden, Pike, Reba, Marcy, Millenium, Superior, Freedom and Russett Burbank
3. Grade: U.S. No. 2 Processing or better
4. Size:: Whole potatoes, not less than 1-1/2" in diameter and not less than 4 ounces in weight
5. Pack: Bulk truckload (40,000 lbs.)

#### B. End Product Description

##### Potatoes, Dehydrated, Mashed, Low Sodium

- a. Shall be a convenient low sodium dry mashed potato mix that may be easily and quickly rehydrated by reconstituting in hot water.
- b. At least ninety-two percent (92%) of the end product shall be fully cooked, mashed, dried and dehydrated fresh potatoes.
- c. No more than eight percent (8%) of the end product shall be other dry ingredients, which may include, but shall not be limited to, maltodextrin, vegetable oil, lactose, sodium caseinate, dipotassium phosphate, partially hydrogenated vegetable oil, mono and diglycerides, artificial flavor and color.

- d. The dehydrated potatoes and other dry ingredients shall be mixed well.
- e. Product shall contain no more than 195 mg sodium per ¼ cup serving size.
- f. Product may contain milk products.
- g. Product shall not contain potato skins.
- h. Product shall contain zero saturated fat as well as zero trans-fat
- i. Product shall not contain monosodium glutamate.
- j. Product shall be packed in 15 to 30-pound cases and must be suitable for dry storage.
- k. Product shall have a minimum shelf life of nine (9) months from delivery to ODE when held in dry storage.

C. Preparation and Processing

All preparation and processing described herein shall occur subsequent to the date of award. The product shall be produced, processed, and stored in plants regularly operating under the supervision of a representative of the USDA, AMS, Livestock & Seed Division. Quality assurance and specification requirements for the specified item shall be determined by the USDA, AMS, Livestock & Seed Division, in accordance with USDA procedures.

D. USDA Certification Service

- 1. As part of Option 2 coverage, the USDA, AMS, Livestock & Seed Division grader shall continuously monitor the processing and fabrication procedures. Product shall be graded and processed under continuous USDA supervision.
- 2. All product must be examined and accepted by a USDA, AMS, Livestock & Seed Division grader prior to delivery. The contractor shall arrange and pay for the necessary USDA certification service.
- 3. Each case shall be stamped with the USDA contract compliance stamp and the certificate number. Product not identified with the contract compliance stamp will be rejected, shall remain the property of the contractor, and shall be returned at contractor's expense.
- 4. All further processed products, prior to final packaging, shall be examined by a metal detector device capable of detecting metals that may be present. Sensitivity levels and testing for acceptable operation shall be as specified in procedures established by the USDA, AMS, Livestock & Seed Division.

E. Packaging

- 1. All product shall be packaged to ensure that product quality and integrity are maintained during shipping and normal handling. The net case weight of product shall not exceed 35 pounds. Additionally, the following packaging requirements shall be applicable to each of the products as briefly described below:
- 2. All packaging and packing materials must be new and clean and must not impart objectionable odors or flavors to the product.
- 3. 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.
- 4. Boxes shall be one piece, die-cut, regular slotted container (RSC) design. Fiberboard shall be testing not less than 200 lbs. No holes in boxes are permitted.

F. Labeling

- 1. The contribution value of a serving to the National School Lunch Program (NSLP) pattern, the nutritional 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.

2. Product shall have an approved CN label.
3. Each case shall bear the USDA contract compliance stamp and certificate number.
4. The shipping carton shall contain ingredient statement, name of product, and date of pack.
5. Printed, stamped, and stenciled labeling and marking information on shipping containers must be water-fast, non-smearing, of a contrasting color, clear and readable.
6. Labeling of products shall be in compliance with all guidelines as specified by the U. S. Food and Drug Administration regulations 21 CFR 101 and 9 CFR 317 Subpart B; The Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, Title II); and the State of Ohio Rule 3717-1-03.5(C), (the administrative rule adopted under Ohio Revised Code 3717.53).

Labeling of products containing the major food allergens - milk, egg, fish (e.g., bass, flounder, or cod), Crustacean shellfish (e.g., crab, lobster, or shrimp), tree nuts (e.g., almonds, pecans, or walnuts), wheat, peanuts, and soybeans - shall be in compliance with the Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, Title II) and the State of Ohio Rule 3717-1-03.5(C), (the administrative rule adopted under Ohio Revised Code 3717.53).

G. 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.
3. Pallet exchange is satisfactory with all warehouses.

H. 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 within the commercial marketplace.
2. All commodities and services to be furnished hereunder shall conform to the specifications as noted herein. All products shall be processed in the United States.
3. If laboratory analysis is done in accordance with Article S-15 of the Supplement Contract Terms and Conditions, the laboratory analysis will be predicated upon the formulation specified herein.
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: The contractor shall be responsible for obtaining signed receipts (original bills of lading) from carriers of donated foods.
- 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**

Bidders shall not insert a unit price more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by Procurement Services and not used in the evaluation or any subsequent award.

POTATOES, DEHYDRATED, MASHED, REDUCED SODIUM

OAKS ITEM ID	END PRODUCT	COMMODITY WT. PER TL	MINIMUM YIELD	FEE FOR PROCESSING (PER POUND OF END PRODUCT)		
				FIRST YEAR (07/01/14-06/30/15)	SECOND YEAR (07/01/15-06/30/16)	THIRD YEAR (07/01/16-06/30/17)
13240	Potatoes, Dehydrated, Mashed, Reduced Sodium	Bulk Potatoes, Mat. Code 100506 (or appropriate USDA potatoes), 40,000 lbs.	8,000 lbs.	\$ <u>1.363</u> per lb.	\$ <u>1.463</u> per lb.	\$ <u>1.463</u> per lb.

Case pack offered: 12/26 ounces per case

Case Weight Offered (lbs.) 19.50 net

Number of Servings Per Case 405 ½ cup servings

Product(s) packaging contains recycled material: **No**

CONTRACTOR INDEX

CONTRACTOR, TERMS AND DELIVERY:

BID/CONTRACT NO.: OT903015-1 (06/30/17)

154129  
J.R. Simplot Company  
6360 South Federal Way  
Boise, ID 83716-9617

TERMS: Net 90 Days

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

Remit To:

Checks  
91935 Collections Center Drive  
Chicago, IL 60693

ACH Payments  
999 Main St.  
Boise, ID 83707

CONTRACTOR'S CONTACT: Ms. Caroline Keegan

Toll Free: (800) 635-0408, Ext. 8276  
Telephone: (208) 384-8276  
Fax: (208) 384-8020  
E-mail: [caroline.keegan@simplot.com](mailto:caroline.keegan@simplot.com)

CONTRACTOR'S IT/MIS CONTACT: Same as above