

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: SWEET POTATO PRODUCTS, PROCESSED USING USDA COMMODITY SWEET POTATOES

CONTRACT No.: OT904613

EFFECTIVE DATES: 07/01/2013 to 06/30/2016
Renewal through 06/30/17 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904613 that opened on 03/18/13. 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 The Ohio Department of Education, Office for Child Nutrition, 25 South Front Street, 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.

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

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

* Indicates renewal of contract.

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 Article S-2, 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 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 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.

<u>CITY</u>	<u>WAREHOUSE</u>	<u>OF PRODUCT</u>
Cincinnati, Ohio	SYSCO Food Storage	25%
Cleveland, Ohio	SYSCO Foodservice	25%
Columbus, Ohio	A T Xpress	25%
Dayton, Ohio	Terminal Cold Storage	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 four (4) cold storage facilities listed above or any other cold storage facilities that ODE designates in the state of Ohio. Commodity shall 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 of the Ohio Department of Education, it must be consistent with the terms of the contract.

DOCUMENTATION:

1. The bidder shall 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 an Ohio processing agreement prior to the inception date of any ensuing contract. The processing agreement will be provided by the Department of Education (ODE), Office for Child Nutrition (OCN) 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: Prior to contract inception, the contractor shall submit to the ODE, OCN 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 may be required to submit a nutritional analysis for all finished products proposed to be processed for the Department of Education, Office for Child Nutrition.

PRODUCT SAMPLES: A sample of product offered is required. A sample shall consist of two (2) cases of each end product specified. Product samples shall meet all requirements as specified herein and shall bear required labeling and markings. samples shall be certified by the processor's quality control department as meeting the specifications contained herein. Certification shall be in form of a letter on company letterhead, signed by authorized company representative. Reheating and preparation instructions shall be included with the samples.

Samples must be submitted prior to 2:00 pm on Friday March 15, 2013 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 A T Xpress
3035 Charter Street
Columbus, Ohio 43228
Telephone: (614) 449-1801 ext. 102
Attn: Ron Ciccarelli/Oji Ohajuruka

One case of the samples shall be used for bid evaluation. Samples will be evaluated on appearance, color, texture, taste, and overall acceptability. The other case of samples shall be used for comparison to the consistency of specification with the actual processed product received during the contract period. The samples shall not be returned to processor.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms, and Conditions for Bidding". In addition, the bid will be evaluated according to the fee per pound for processing the specified finished product. There will be a taste test of the samples submitted to determine acceptability. There will be, at a minimum, a ten (10) member panel composed of members of the Office for Child Nutrition staff, members of the ODE Commodity Advisory Board and/or students in Ohio. Samples will be evaluated as earlier described. If the 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 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 meeting all bid specifications and requirements. A successful bidder shall be determined by low lot total. Low lot total shall be determined by multiplying a truckload of raw commodity for an item by 0.51 (which represents the % yield of the finished product from the raw) and by a bidder's price for the item. The line item extended prices will be added to obtain a low lot total. Failure to bid on all items may result in the bidder being deemed non responsive.

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 State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attention: Kellie Johnson

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 (ODE), Office for Child Nutrition (OCN). It is anticipated that the USDA will make available about three hundred thousand (300,000) pounds of commodity potatoes to the state of Ohio annually and that the approximate quantity will be processed annually. The quantity of each product shall be determined by demand from schools and other eligible agencies in Ohio. All shipments will be made to the warehouse locations identified herein in truckload or full pallet quantities. Commodity raw potatoes are anticipated to become available in July, 2013. 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. The commodity items to be processed shall be delivered to the contractor by the USDA and the contractor shall process and deliver finished products to the four (4) cold storage facilities specified herein, or to other facilities that ODE may enter into contract with for the provision of similar services. Commodity raw potatoes shall 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, 2013 through June 30, 2016.

B. End Product Classification

1. Sweet potato sticks, Cut size 1/4" x 3/8" (+/- 1/16") cut, Zero Trans-Fat, Ovenable, Frozen
2. Sweet potato rounds, Cut size 1" (+/- 1/16"), Zero Trans-Fat, Ovenable, Frozen
3. Sweet potato wedges, Ridge 10-Cut size, Zero Trans-Fat, Ovenable, Frozen

II. REQUIREMENTS

A. USDA Commodity Description

1. USDA commodity raw potatoes, Bulk, Material Code 100980 (A212)
 - a. Grade: U.S. No. 2 Processing or better
 - b. Pack: Bulk truckload (40,000 pounds)
 - c. Varieties: Shall include common Orange and Red-Type Sweet potato varieties such as Beaugard, Covinton, Allgold, Cordner, Apache, Centennial, Amish red, Continental red and Carolina ruby.

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-one (51%) percent.
 - d. All products shall be processed in the United States.
 - e. All products shall have no less than one (1) year shelf life, frozen.
 - f. All products must be stored and distributed at 0° F. or below.

1. Sweet potato sticks, Cut size 1/4" x 3/8" (+/- 1/16") cut, Zero Trans-Fat, Ovenable, Frozen
 - a. Shall have a cut size of 1/4" x 3/8" (+/- 1/16")
 - b. Shall be cooked by conventional methods
 - c. Potatoes may have skin.
 - d. Potatoes shall be ovenable.
 - e. Product shall contain zero trans-fat.
 - f. Product shall be processed using non-hydrogenated oil.

2. Sweet potato rounds, Cut size 1" (+/- 1/16"), Zero Trans-Fat, Ovenable, Frozen
 - a. Shall be bite-size sweet potatoes with 1" (+/- 1/16) cut size.
 - b. The chunks shall be par-fried
 - c. Sweet potatoes shall not have skin
 - d. Potatoes shall be ovenable.
 - e. Product shall contain zero trans-fat.
 - f. Product shall be processed using non-hydrogenated oil.

3. Sweet potato wedges, Ridge 10-Cut size, Zero Trans-Fat, Ovenable, Frozen
 - a. Shall be ridge 10-Cut size sweet potatoes
 - b. Cooked potato may be battered
 - c. Potatoes shall be ovenable.
 - d. Product shall contain zero trans-fat.
 - e. Product shall be processed using non-hydrogenated oil.

- 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.

- D. Packaging: Product shall be packed in shipping cartons with clear plastic liners. Case weight shall be 12 - 40 lbs., with case weights of each product being uniform. Case weight offered must be indicated on bid pricing page.
 1. General
 - a. All packaging and packing materials must be new and clean, and must not impart objectionable odors or flavors to the product.
 - b. 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.

- c. 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.
- d. 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. Shipping cartons shall have necessary interior support to prevent crushing of product while in transit or in storage.

E. 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 must 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).

F. 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.

- G. Quality Control: Office for Child Nutrition may randomly select product from shipped into the cold storage facilities for sample testing by Ohio Department of Agriculture, or may test samples maintained by the manufacturer. Bacteriological standards shall be:

1. E. coli: Less than 10/gm.
2. S. Aureus: Less than 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.

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 Supplemental Terms and Conditions, the laboratory analysis will be predicated upon the formulation specified herein.

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 Meat Inspection Act.

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 OCN.
2. Obtaining signed receipts (original bills of lading) from carriers of commodity foods.
3. Transmitting all delivery receipts and receiving reports to OCN in a manner prescribed by, or acceptable to OCN.

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

ITEM NUMBER	ITEM DESCRIPTION	CASE WEIGHT OFFERED	SERVINGS PER CASE	USDA COMMODITY WEIGHT (TL)	ESTIMATED USAGE OF COMMODITY*	FEE FOR PROCESSING (PER LB. OF END PRODUCT)		
						FIRST YEAR (07/01/13-06/30/14)	SECOND YEAR (07/01/14-06/30/15)	THIRD YEAR (07/01/15-06/30/16)
25036	Sweet potato sticks, Cut size 1/4" x 3/8" (+/- 1/16"), Zero Trans-Fat, Ovenable, Frozen	30 lbs.	160	40,000 lbs.	100,000 lbs.	\$0.697 per lb.	\$0.718 per lb.	\$0.74 per lb.
25037	Sweet potato rounds, Cut size 1" (+/- 1/16"), Zero Trans-Fat, Ovenable, Frozen	15 lbs.	80	40,000 lbs.	100,000 lbs.	\$0.819 per lb.	\$0.842 per lb.	\$0.866 per lb.
25038	Sweet potato wedges, Ridge 10-Cut size, Zero Trans-Fat, Ovenable, Frozen	15 lbs.	80	40,000 lbs.	100,000 lbs.	\$0.734 per lb.	\$0.756 per lb.	\$0.778 per lb.

Product(s) packaging contains recycled material: Yes No , If yes, 35%

* As specified in "Evaluation" paragraph on page 4 and "Scope" paragraph on page 5. Minimum yield under this contract is the weight of finished product returned to the state on every 42,000 lbs. of raw commodity product.

CONTRACTOR INDEX

CONTRACTOR, TERMS AND DELIVERY:

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

*BID/CONTRACT NO.: OT904613-1 *

TERMS: Net 90 Days

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

Remit To:

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

CONTRACTOR'S CONTACT: Adam Collins

Toll Free: (800) 938-7799
Telephone: (919) 359-1365
Fax: (919) 359-1391
Email: adam.collins@mccain.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	07/01/16	This amendment is issued to renew the contract an additional 12-months, effective 07/01/16 through 06/30/17

*Indicates removal of expiration date.