

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

AMENDMENT FOR CHANGE  
AMENDMENT NO. 2

TO: LIMITED DISTRIBUTION - OHIO DEPARTMENT OF COMMERCE, DIVISION OF FIRE MARSHALL, OHIO FIRE ACADEMY, 8895 EAST MAIN STREET, REYNOLDSBURG, OH 43068

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - TERM CONTRACT - FOOD SERVICE MANAGEMENT AT THE OHIO FIRE ACADEMY

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve (12) months, effective 11/01/11 through 10/31/12.

To indicate a change in the DAS Analyst; correction to include dinner service when night classes are scheduled, and to indicate new Contractor's contact information.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Janice Fitzpatrick, CPPB  
janice.fitzpatrick@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

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

Affected Contractor(s):  
0000103036  
Sanese Services, Inc.  
6465 Busch Blvd.  
Columbus, OH 43229  
kpainter@sanese.com

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: FOOD SERVICE MANAGEMENT AT THE OHIO FIRE ACADEMY

CONTRACT No.: OT904109

EFFECTIVE DATES: 11/01/08 to 10/31/11  
\* Renewal through 10/31/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904109 that opened on 08/27/08. 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 OHIO DEPARTMENT OF COMMERCE, DIVISION OF FIRE MARSHALL, OHIO FIRE ACADEMY, 8895 EAST MAIN STREET, REYNOLDSBURG, OH 43068, 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:

\*\*Janice Fitzpatrick, CPPB  
janice.fitzpatrick@das.state.oh.us

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

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

\* To indicate mutual agreement to renew for twelve (12) months, effective 11/01/11 through 10/31/12

\*\* Revised to reflect new Analyst

Signed: \_\_\_\_\_  
Robert Blair, Director Date

## TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Contract Terms and Conditions	3-6
Amendments to Contract Terms and Conditions	3
Site Visit	3
Specification Questions	3
Exceptions	3
Mandatory/Required Submissions	3
Descriptive Literature	3
Product Samples	4
Evaluation	4
Contract Award	4
Delivery and Acceptance	4
Subcontracting	4
Incurred Cost	4
Special Charges	4
Transportation Charges	4
Fixed-Price with Economic Adjustment	5
Temporary Fuel Adjustment	5
Liquated Damages	5
Insurance Renewal Documents	6
DMA Renewal Document	6
AA/EEO Renewal Document	6
Usage Reports	6
Specifications and Requirements	7-16
I. Scope	7
II. Definitions	7
III. Bidder's Qualifications	7
IV. Required Bid Documentation	8
V. Applicable Standards and Laws	8
VI. Contractor Responsibilities	8-14
VII. Vending Machines	13
VIII. Contractor Accounting Procedures	14
IX. Billing	14
X. Meal Guarantee	15
XI. Estimated Meal Projections	15
<u>CONTRACT ITEMS</u>	
Price Schedule	16
Contractor Index	17
Summary of Amendments	18

## SPECIAL CONTRACT TERMS AND CONDITIONS

**INSURANCE RENEWAL DOCUMENTS:** Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverage required by this Contract. As applicable, the documents must include a current Workers' Compensation Certificate and an Acord Certificate of all applicable insurance coverage and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per Article S-14 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Fitzpatrick\*.

**DMA RENEWAL DOCUMENT:** Within thirty (30) days of the annual anniversary date of the Contract inception, the Contractor must submit an updated copy of the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form.

This form is available at <http://www.publicsafety.ohio.gov/links/HLS0038.pdf>.\* The Terrorist Exclusion List is available at [http://www.publicsafety.ohio.gov/links/terrorist\\_exclusion\\_list.pdf](http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf).\* In addition, the Contractor must annually update their registration with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>.

Failure to maintain a current, compliant certificate will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Fitzpatrick\*.

**AA/EEO RENEWAL DOCUMENT:** Within thirty (30) days of the annual anniversary date of the initial plan acceptance date by EEO, the Contractor must submit an updated copy of their Affirmative Action Program Verification Form from the DAS Equal Opportunity Division. The application form is available at <http://www.das.ohio.gov/Eod/AAEEO.htm>.

Failure to maintain a current certificate in compliance with all State and Federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive orders will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Fitzpatrick\*.

**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, OH 43228-1395, Attn: Jan Fitzpatrick\*.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

These reports are in addition to any weekly, monthly, and quarterly reports required by the facility as detailed in herein.

\*Analyst revised, effective 11/01/11

## SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE

The Ohio Fire Academy located at 8895 E. Main St., Reynoldsburg, Ohio 43068 desires to obtain the services of a food service management contractor to provide food products, food preparation, food service personnel, and management services necessary to operate and manage a full service cafeteria. The Contractor shall also furnish the equipment and products for a limited vending machine operation as specified herein at the Ohio Fire Academy.

- A. The Ohio Fire Academy offers a Basic Fire Fighting Course for individuals training to be fire fighters and special subject courses for advanced local and state fire service personnel in subjects relating to fire protection, investigation, and management.
- B. Special subject courses are provided throughout the year for fire service professionals. These courses are offered during the week and on weekends (Saturday and Sunday).
- C. The cafeteria shall provide meal service for students and visitors participating in the various education activities.
- D. Students attending the Basic Fire Fighting Course may reside at the academy for the course duration and will be provided two (2) meals daily, breakfast and lunch on Monday through Thursday. Friday will require service of only the breakfast and lunch meals. \*Dinner will be offered only when there are night classes scheduled and as notified by OFA. The Contractor will receive a minimum of two weeks advance notice for any meal service required on Saturday and/or Sunday.
- E. The standards of service set forth in this Bid represent minimum requirements. The type of food service program shall be service oriented, with the objective to maintain the highest standards of food quality.

### II. DEFINITIONS

- A. Contractor: The successful awardee, who is responsible to perform the contractual obligations after award of the Contract.
- B. Academy: The Ohio Fire Academy (Academy) who shall receive the services from the Contractor.
- C. State Purchasing: The administrator of the Contract.
- D. Academy Administrative Personnel: All personnel employed at the Ohio Fire Academy.
- E. Visitors: All other personnel not employed by the Academy (except enrolled students).
- F. Students: Individuals who are currently enrolled in the Basic Fire Fighting Course offered by the Academy.
- G. Special Subject Courses: Courses offered by the Academy other than Basic Fire Fighting Course.
- H. Academy Designee: State Fire Marshall, Deputy Chief State Fire Marshall, Academy Superintendent and Assistant Superintendent, Administrative Assistant to the State Fire Marshall, or any other person designated by the Academy to act on its behalf.

### III. BIDDERS QUALIFICATIONS

- A. Bidder's company must have a minimum of three (3) years experience and be currently providing food services to facilities similar to the Academy.
- B. A minimum of three (3) years experience in commercial vending food service.
- C. Bidder's company must have successfully provided food services for at least two (2) years to the same facility.

\* Number of meals revised; dinner will be provided when night classes are scheduled.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

X. MEAL GUARANTEE

- A. The Academy will provide the Contractor with a minimum daily (breakfast and lunch) meal guarantee which will compensate for the Contractor's services should the meal attendance for these meals fall below the projected per meal census of sixteen (16) students. A guarantee of seventy-five percent (75%) of the projected breakfast and lunch, census shall be provided for each meal specified. The maximum guaranteed meal census for breakfast, lunch or dinner (\*when night classes are scheduled) shall not exceed twelve (12) students per meal. The Contractor's meal guarantee shall only be applicable during each 240 hour Basic Fire Fighting class. A copy of the Ohio Fire Academy annual course schedule is available at the Academy.
- B. ~~The Contractor shall not be required to prepare or serve a Friday evening dinner; therefore, the Contractor's meal guarantee shall not apply for this meal.\*~~
- C. The Contractor's meal guarantee shall not apply during scheduled school closings for state holidays. The Contractor's daily management fee for these scheduled school closing periods will be allowed, for a yearly potential maximum of 251 days. The Contractor's daily management fee for scheduled weekend (Saturday and/or Sunday) service periods will be allowed, for a yearly potential maximum of 104 days.
- D. Should any unscheduled or unforeseen school closing be caused by electrical, heat, or water problems and/or weather conditions and class cancellations, etc., which result in the closing of the school classes for more than one (1) day, the Academy will not be held liable for the Contractor's meal guarantee nor for the daily management fee during the period immediately after the first day of school closing and until such scheduled conditions are normalized and scheduled classes are resumed.
- E. State Holidays Observed:

The following is a list of the state holidays.

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas

All holidays that occur on Saturday will be observed by the state of Ohio on the preceding day (Friday). All holidays that occur on Sunday will be observed by the state of Ohio the following day (Monday).

XI. ESTIMATED MEAL PROJECTIONS

Students	16,500	Meals annually
Visitors and others	750	Lunches annually
Special groups	350	Lunches annually
Estimated Total	17,600	Meals annually

\* To indicate dinner will be provided when night classes are scheduled.

PRICE SCHEDULE

MEAL TYPE AND/OR MANAGEMENT TYPE	ESTIMATED ANNUAL USAGE	FIRST YEAR	SECOND YEAR	THIRD YEAR
		11/01/08 – 10/31/09	11/1/09 – 10/31/10	11/1/10 – 10/31/11
		COST PER MEAL	COST PER MEAL	COST PER MEAL
BREAKFAST	4,000 Meals	\$ 2.98	\$ 3.05	\$ 3.10
LUNCH	8,500 Meals	\$ 4.16	\$ 4.20	\$ 4.25
DINNER	4,000 Meals	\$ <del>4.61</del>	\$ 4.70	\$ 4.75*
(1) (MONDAY-FRIDAY) DAILY MANAGEMENT FEE	251 DAYS	DAILY FEE \$ 110.00	DAILY FEE \$ 112.00	DAILY FEE \$ 117.00
(2) (MONDAY-FRIDAY) DAILY MANAGEMENT FEE	251 DAYS	DAILY FEE \$ <del>180.00</del>	DAILY FEE \$ <del>185.00</del>	DAILY FEE \$ <del>190.00***</del>
(1) (3) (SATURDAY-SUNDAY) DAILY MANAGEMENT FEE	104 DAYS	DAILY FEE NO AWARD	DAILY FEE NO AWARD	DAILY FEE NO AWARD
(2) (3) (SATURDAY-SUNDAY) DAILY MANAGEMENT FEE	104 DAYS	DAILY FEE NO AWARD	DAILY FEE NO AWARD	DAILY FEE NO AWARD
* Volume percentage offered for the sale of products through vending machine operation at the Academy			7%	7%

The percentage of annual vending machine revenue will not be used for evaluation purposes. Failure to bid this item may deem your bid not responsive with no further consideration for award given.

- \* Dinner will be provided when there are scheduled night classes. Effective 11/01/11
- Only one (1) hostess/server working in the cafeteria at meal periods at a rate of \$110. Effective 08/10/09
- (1) Contractor has only one hostess/server working in the cafeteria at meal periods.
- ~~(2) Contractor has two or more hostess/servers working in the cafeteria at meal periods.~~
- (3) Saturday and/or Sunday meal service will be on an as-needed basis. The Academy Designee will notify the Food Service Manager a minimum of two (2) weeks in advance of requiring weekend meal service.

COST ALLOCATION FOR MEAL SERVICE (1)					
As a baseline for any future cost increase requests, Bidders shall indicate as a percentage of the total cost what the cost elements are. Sum of the percentages must equal one hundred percent. (Add additional cost elements as necessary)					
Food Cost	Labor Cost	Transportation Cost	Equipment Cost	Administrative Cost	Other (Explain)
41 %	52 %	%	%	%	7 %
COST ALLOCATION FOR MANAGEMENT FEE (1)					
As a baseline for any future cost increase requests, Bidders shall indicate as a percentage of the total cost what the cost elements are. Sum of the percentages must equal one hundred percent. (Add additional cost elements as necessary)					
Labor Cost	Acquisition Cost	Inventory Cost	Administrative Cost	Other (Explain)	Other (Explain)
%	%	%	100 %	%	%

(1) Not used for evaluation purposes

- \* To indicate, dinner will be provided when there are scheduled night classes, effective 11/01/11

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT904109-1(10/31/12)



0000103036  
Sanese Services, Inc.  
6465 Busch Blvd.  
Columbus, OH 43229

TERMS: 2% 10 Days, Net 30 Days

\* CONTRACTOR'S CONTACT:

Kris Painter, Executive Director of Culinary Services

Telephone: (614) 562-6054

FAX: (614) 436-1592

\* CONTRACTOR'S E-MAIL ADDRESS:

[kpainter@sanese.com](mailto:kpainter@sanese.com)

OAKS ITEM ID.: 4544 Code Number is applicable to all procurements against this contract.

Preferred method of receiving purchase orders: e-mail to [kpainter@sanese.com](mailto:kpainter@sanese.com)

\* To indicate new Contact information effective with all orders issued on or after November 1, 2011.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	11/01/11	To indicate a mutual agreement to renew for twelve (12) months, effective with all orders issued on or after November 1, 2011 through October 31, 2012. To indicate correction to the Analyst for reporting purposes, to include the dinner service (when night classes are scheduled) and to indicate new Contractor's Contact information.
1	08/10/09	Revisions made to remove dinner service/availability from contract and all references to dinner. Revision made to reflect analyst change. Change in rate of management fee to reflect only one hostess/server during meal at rate of \$110 – remove \$180 fee. Revisions to DMA links also updated.

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