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 FOR THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTIONS; CORRECTIONS OFFICER TRAINING ACADEMY.

CONTRACT No.: OT900212 EFFECTIVE DATES: 07/18/11 to 08/31/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900212 that opened on 04/13/11. 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 OHIO DEPARTMENT OF REHABILITATION AND CORRECTIONS TRAINING ACADEMY, 11781 STATE ROUTE 762, ORIENT, OH 43146., 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.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

* Denotes change in analyst with Amendment 1

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

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.

M**ANDATORY SITE VISIT AND BID CONFERENCE**: A mandatory site visit and bid conference will be held on ***03/29/11** at ODRC Corrections Training Academy, 11781 State Route 762, Orient, OH 43146 to survey the facility and discuss the requirements of the bid. The site visit will commence promptly at 3:00 PM and the conference will follow immediately at 3:45 PM**,** barring an unforeseen circumstance that results in a delay of the site visit. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the site visit due to their arriving after the site visit has convened. Bidders who fail to attend the mandatory bid conference will be deemed not responsive.

Please contact Janice Fitzpatrick at the Office of Procurement Services by close of business ***03/25/11** by E-mail Janice.fitzpatrick@das.state.oh.us to make arrangements for authorization to enter the facility.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the “Instructions to Bidders”. In addition, the state will: multiply the unit price by the estimated usage listed in the bid and then add each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. “Termination/Suspension” and Provision II. of the “Contract Remedies:” of the “Standard Contract Terms and Conditions”.

FIXED-PRICE WITH WAGE ADJUSTMENTS: No price adjustment will be granted during the first twelve (12) months duration of the contract. Thereafter, should changes be approved to the Federal Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, the Contractor may petition DAS to increase the contract price(s). If approved by DAS, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. DAS will not agree to any increase that is retroactive to the start date of the Contract or is within the above stated time period that prices may not be adjusted. The Contractor must give DAS a minimum of thirty-(30) calendar days notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (e.g. Federal Minimum Wage Scales, tariff schedules, etc.). If approved the increase will become effective on the date set forth in the request and will remain in effect for the duration of the Contract. Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: http://www.cfsan.fda.gov/~furls/ovffreg.html

When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement

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: Kellie Johnson*.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

☐ Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of $500,000.00.

☐ Goods/Services will be delivered via common carrier.

☐ No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions: Paragraph G.): [For Services Contracts]
Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

_____

b) Principal location of all subcontractors (Name/City/State/Country)

_____

_____

_____

c) Location where services will be performed (Name/City/State/Country)

_____

_____

_____

* Denotes change in analyst with Amendment 1

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

_____

_____

_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

SPECIFICATIONS AND REQUIREMENTS

FOOD MANAGEMENT PROGRAM FOR THE OHIO CORRECTIONS TRAINING ACADEMY, ORIENT, OHIO

I. SCOPE OF OPERATION:

The Ohio Department of Rehabilitation and Corrections Training Academy located at 11781 State Route 762. Orient, Ohio 43146, desires to obtain the services of a food management Contractor to provide the food products, food production, food services personnel, and the management services necessary to generate and manage a full service cafeteria.

The cafeteria shall provide meal service which will be invoiced to the Academy for students participating in various academic courses at the Academy. The cafeteria will also provide meal service to administrative and Academy support personnel participating or supporting the various academic courses of the Academy on a cash basis. The contract term shall be 07/18/11 thru 08/31/14.

II. GENERAL BACKGROUND:

The Ohio Corrections Training Academy provides a variety of daily (Monday through Friday) in residence student training programs. Students reside at the Academy for the duration of a specific instructional course and the Academy cafeteria provides three (3) meals daily; breakfast, lunch and dinner, excluding dinner on Friday night.

III. BIDDERS QUALIFICATIONS:

A. Bidder must provide the following certificates and licenses required to operate a food service business in the state of Ohio: Ohio Business License, Ohio Sellers Permit (State Sales Tax ID) and a Food Service Operators License issued by the Ohio Department of Health under the Ohio Administrative Code 3701-21.

B. Contractor must provide an on-site management person who has a valid Serv-Safe Certificate.

C. Bidders shall have a minimum of five (5) years experience in commercial food service contracts to qualify for bidding including an education environment/academy environment.

D. Bidders shall show proof to having successfully provided food services to at least three (3) companies for at least two (2) consecutive years.

E. The bidders shall submit with the bid, documented evidence it has the personnel, equipment and internal procedures in place for successful performance of the contract requirements. Bidders shall supply information in support of their ability to properly service the proposed Contract. Documentation shall include, but not be limited to:

1. Contractor Profile: The bidders shall provide the previous five (5) years data describing the current organization, dollar volume, number of employees, home office location, and any other general company profile information. The bidder will indicate if it is financially self reliant to fulfill the obligations of the proposed contract.

2. Bidders Experience: The bidders shall provide a listing of all current clients in a facility of comparable size and all accounts canceled within the past three (3) years. The above shall include the name, address, telephone number and contact person at each facility. References may be randomly selected from the list of clients for evaluation.

3. Site Locations: The Contractor shall provide a list of facilities of current clients where a Department of Rehabilitation and Corrections committee can view operations and discuss the project plan.

4. Resume: The bidders shall provide resumes for supervisory personnel who will perform work for a proposed term of contract. The resume is to include pertinent training, education, and previous projects relevant to the specified work.

SPECIFICATIONS AND REQUIREMENTS

F. The Academy shall have no direct control over the employees of the Contractor. Any provisions for such control shall be exercised only through the Contractor or the person assigned as the Contractor's Food Service Manager; however, the Contractor shall comply with reasonable requests of the Academy to remove and replace employees objectionable to the Academy. The Contractor shall screen prospective employees to assure no felony conviction over the past five (5) years. Documentation of said record review through the Ohio Bureau of Criminal Identification and Investigation will be forwarded to the Academy's Superintendent for all employees. All food service employees will be required to complete the Ohio Department of Rehabilitation and Corrections Contractor Training. Refer to Supplement Three for the Contractor Orientation Policy 39-TRN-12.

G. The bid shall specify how the management personnel assigned to the Ohio Corrections Training Academy will operate organizationally at the local level. Organization charts will be provided and include the following:

1. Overall company management structure.

2. Local Management structure, including outside resources personnel.

IV. FOOD SERVICE REQUIREMENTS:

A. The Contractor shall supervise the food service operations on the Academy's premises, the furnishing, and preparation and clean up of food and food service utensils, equipment, including any special diet requirements ordered by the Academy for Academy students. All operational costs for goods and services necessary to provide the required food service operation at the Academy for both dine in and carry-out (i.e. Styrofoam trays, cuts, and flatware) shall be procured and paid for by the Contractor. Delivery of food and supplies procured by the Contractor will be made to the rear of the kitchen area during the Contractor's hours of operation. This is not a fenced or lockdown area.

B. Typically, the Contractor shall provide meals, Monday through Friday.

On designated holidays, the Academy will not have any classes scheduled; therefore, no cafeteria services will be required for State Observed Holidays which include; New Year's Day, Martin Luther King Junior's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas. The Academy will notify the Contractor at least one week in advance of any closings. The number of days requiring Academy food service is estimated to be two-hundred fifty-one (251) days per year. There is no guarantee of the number of meals to be served or sold. The Contractor must bill for the actual number of meals served, not the estimate.

The average daily requirements are estimated to be:

MEALS:	185 Per Day
Breakfast	30
Lunch	125
Dinner	30 (no Friday dinners)

C. In addition to scheduled daily meals: Special event luncheons for authorized groups, etc. as required shall be served. The Contractor shall provide price per meal and portion sizing for these special events based on negotiations with the Academy Superintendent or his/her designee on a per event basis. However, the Contractor shall have the capability to fulfill all reasonable requests. If the cost of a special event price per meal exceeds the Contract Price List; the Academy must submit a request to purchase for a purchase order that will be separate from this Contract.

D. Standards, Laws and Regulations:

The Contractor shall conform to:

1. Ohio Department of Health and Columbus and local laws, FDA rules and regulations as they apply to food service operations.

2. Ohio Department of Rehabilitation and Corrections Food Service policies and Corrections Training Academy procedures. All policies and procedures will be supplied to the Contractor as needed.

SPECIFICATIONS AND REQUIREMENTS

3. U.S. Department of Health, Education and Welfare laws, rules and regulations as they apply to food service operations.

V. RESPONSIBILITIES OF THE CONTRACTOR:

A. The Contractor shall provide sufficiently qualified personnel to prepare, deliver, serve and cleanup the breakfast, lunch and dinner meals. Bidder shall indicate minimum staffing levels to be used at the facility and shall ensure that a manager, supervisor, or designee is available at all times during normal service hours.

1. Pre-service training students and in-service training students who meet the Office of Budget and Management guidelines for travel, currently do not pay for their meals. Corrections Training Academy (CTA) will identify a system by which to track those individuals as they come through the line for their meals. The Contractor shall invoice CTA for the cost of the student meals.

2. The Contractor shall provide a cash cafeteria meal for Ohio Department of Rehabilitation and Correction employees and visitors of the Academy. This cafeteria shall operate Monday through Friday except on State observed holidays. The normal hours of the cash cafeteria shall be the same as when there are students in session. When the Academy is open, but there are no students present, the cafeteria shall operate the lunch menu. The revenue for the recent year was estimated at $20,138.00 and all revenue generated shall belong to the Contractor.

3. The retail prices shall approximately cover the costs of food, labor, and supplies including direct expenses. The Contractor and the Academy shall agree on the retail prices in writing.

B. PERSONNEL

1. Management Personnel/Hourly Personnel: The Contractor will furnish on-site competently trained and experienced food service management personnel and staff as required to meet terms of the proposed contract. Additionally, a staffing chart shall be submitted for the employees assigned to the Academy.

2. Management Qualifications: The Superintendent reserves the right of reasonable refusal and dismissal at all times. The supervisor will be responsible for the overall functioning of the on-site employees and for maintaining a current policy and procedure manual, with a copy to be furnished to the Academy Superintendent or designee. The supervisor will participate in meeting with the Ohio Department of Rehabilitation and Corrections management regarding food service dietary needs.

C. FOOD SERVICE TIMES:

1. Meals are to be served Monday through Thursday breakfast, lunch and dinner. Friday's meal service will include breakfast and lunch. Normal mealtime periods for students shall be at the discretion of the Academy. However, approximate times shall be: Breakfast at 7:00 a.m. until 8:00 a.m., Lunch at 11:00 a.m. until 12:30 p.m. and dinner at 4:30 p.m. until 5:30 p.m. To accommodate training schedules, the Academy may also, with 24-hour advance notice, require a box lunch for a specified number of students.

   The cost of staff service for each meal service shall be incorporated into the bidders per Meal pricing.

2. Special Events: The Contractor shall have the capability to provide meal service to authorized staff and visitors of the Academy for special events and conferences. The Academy shall be responsible to provide the Contractor with mutually agreed advance time and information to permit the Contractor to schedule such activities on a routine basis. Special meal pricing shall be submitted itemizing the per item cost and portion size. Contractor's catering menu should be provided with the bid. Payment for such services may require customized invoices. Should the Academy and the Contractor fail to agree on pricing for meals for special events; the Academy reserves the right to obtain such meals from other food service companies. The Ohio Corrections Training Academy reserves the right to self-cater special events with offender labor.

SPECIFICATIONS AND REQUIREMENTS

3. All Contractor operational costs necessary to provide food service as described herein for each Meal shall be incorporated into your Cost per Meal pricing. However, the cost of staff service, food and non-carbonated beverages, and miscellaneous operational costs shall be noted on the Bid Price Page as percentages of the total Cost per Meal Type pricing for any future economic adjustment request.

D. UNIFORMS

The Contractor will provide all appropriate uniform attire, as specified by the Ohio Department of Health and include individualized name tags and a shirt/smock, apron, and hat.

E. POLICY AND PROCEDURE

Within ninety (90) days of award of the Contract, the Contractor shall develop and provide a policy and procedure manual, with consistently applied principles of selection, training, evaluation of performance, corrective action and inventory control that are compatible with principles of the Academy. Ownership of the policy and procedure manual shall remain with the Academy at the termination of the contract.

F. CLEANING

The routine cleaning and housekeeping of food preparation areas and dining areas will be the responsibility of the Contractor. Cafeteria floors and tables are to be cleaned after each meal and daytime break. The Academy will be responsible for painting. The Contractor will coordinate with the Superintendent's Office, to clean the movable equipment a minimum of twice per year or as required. Kitchen sanitation will meet all State, Federal, and local Health Department requirements.

G. PROCUREMENT

The Contractor will have contractual agreements with suppliers to obtain the best price on quality products. The Contractor will procure from the least costly suppliers, except where local purchases are prudent for the purposes of freshness, quality and availability. The payment of procured products will be the responsibility of the Contractor.

H. INVENTORY

1. The Contractor shall maintain in sufficient supply of food and food products on site. To avoid any interruption of food service, the Contractor will assure timely on-site usage by rotation of food.

2. The Contractor shall maintain a complete inventory of all food, supply items and equipment in all food service areas, and maintain appropriate records in accordance with an established records retention schedule. The retention records shall be developed and adopted by the Ohio Department of Rehabilitation and Corrections and the Contractor.

3. Prior to the commencement of operations under this contract, the Contractor and the Academy shall jointly inventory all food and supplies pertaining to the Academy's food and supplies pertaining to the Academy's food service facilities. The overall dollar amount as agreed upon by the Contractor and the Ohio Department of Rehabilitation and Corrections shall be paid to the Ohio Department of Rehabilitation and Corrections upon receipt of the invoice in the form of a credit memo to be applied to future payment to the Contractor for meals and/or management fee.

4. Equipment Surrender: After the termination of this contract, the Contractor will surrender all the equipment of the Academy in the same condition as at the time of inception of the contract, less normal wear.

I. CHECKLISTS

The Academy and the Contractor shall jointly develop an evaluation checklist to monitor and evaluate mealtime delivery and food quality. The Contractor will be responsible to complete four (4) checklists per week and report findings to the Academy Superintendent. Other quality control checklists to monitor compliance with the standards set forth in the specifications shall be the responsibility of the Academy Superintendent or his/her designee.

SPECIFICATIONS AND REQUIREMENTS

J. SUPPORT STAFF AND SERVICES

The Contractor shall make available the following support staff and services:

1. Training Personnel/Consultant to provide expertise in appropriate training and evaluation as needed.

2. District Manager - District supervision of Food Service Manager with on-site visitation as needed, which should be documented in writing to the Academy Superintendent or his/her designee.

   a) The Contractor's Dietitian shall be available to consult with the Academy for evaluating individual dietetic needs. The qualifications of the Director of Food Service of the Contractor shall be as follows: Baccalaureate Degree in Management, or an Associate Degree in Applied Business (Food Service Major) or a Dietetic Assistant Certification experience in food service management position or equivalent experience. The Food Service Manager must have the education and experience to meet all the requirements for successfully managing the food facilities and must also meet the approval of the Superintendent.
   b) A written report, which includes an on-site inspection of the preparation site, as well as an exit briefing of the visit, shall be furnished to the Academy Superintendent by the District Manager upon completion of visit. The written report shall contain information regarding the following: Personnel, Evaluation, Sanitation, Meal Service, Policy, Goal Accomplishment, Production Meetings, In-service Record and Procurement.

K. SECURITY

1. The Contractor shall provide their own locks on all equipment requiring a secure lock.
2. The Contractor shall provide keys of all secured locks to the Ohio Corrections Training Academy

L. MINIMUM FOOD QUALITY REQUIREMENTS

1. All foods will be fresh, frozen or canned.
2. Processed meats will be made according to federal and state guidelines.
3. Beef will be USDA Grade Choice, yield grade 2 or 3.
4. Poultry will be US Grade A, USDA Inspected.
5. Pork will be USDA Grade Choice No. 1.
6. Fish will be frozen US Grade A. If fish is to be served the Contractor will need to have prior approval of the Academy.
7. Cheese will be US Grade A.
8. Eggs will be US Grade A.
9. Egg products will be pasteurized.
10. Milk and milk products will be US Grade A. Skim
11. Frozen foods will be US Grade A Fancy.
12. Fruits and vegetables will be US Grade A US #1.
13. Grains and grain products will be wholesome, free of contamination and purchased from a reputable Contractor.
14. Beverage will include milk (breakfast only), fresh brewed coffee, fresh brewed tea, decaffeinated coffee, decaffeinated tea, and a flavored beverage base. Fruit and vegetable juices will be available at breakfast.

M. NUTRITIONAL ANALYSIS

1. The nutritional analysis of the approved menu is to be available upon request. Additionally, when there are changes to the menu, the nutrient analysis for the menu change is to be posted.
2. The emphasis of the menu is to be on "Heart Healthy, Healthy Choice" menu items with a de-emphasis of fried foods. The Ohio Department of Rehabilitation and Corrections targets the guidelines for the USDA Healthy Americans 2010 to meet the Daily Recommended Intake (DRI) of the department's students and staff.
3. To ensure that the DRI are met the Contractor will offer a variety of foods since no single food can provide all the nutrients needed by the body. The variety of foods will ensure that all the essential and non-nutrients are provided.
4. All meals shall fulfill the specific daily requirements of DRC. The following sample menus outline the expectation of the menu.

SPECIFICATIONS AND REQUIREMENTS

5. The breakfast menu must include both hot and cold items and various seasonal fresh fruits, cereals, juice and beverage. Breakfast should consist of:
   a) Complex carbohydrates such as cereals, bagels, breads, and rolls (whole grains as available) low fat muffins. Hot oatmeal with various toppings such as brown sugar, raisins, dried fruits and nuts.
   b) Fresh fruits as in season and or canned fruits packed in juice.
   c) A protein source examples may include cottage cheese, yogurt, eggs (scrambled, hard boiled, poached, egg patties)
   d) Beverages to include milk, 100% fruit juice, coffee, tea.
   e) Once a week a hot breakfast should be served and may consist of French toast, pancakes, waffles, with a breakfast meat such as bacon, Canadian bacon or sausage.
   f) Condiments, including peanut butter.

6. The lunch and dinner meals should consist of:
   a) A hot meat entrée or cold meat entrée and a meatless/vegetarian entrée.
   b) May service an extended dish, no more than two (2) times per week.
   c) Choice of two vegetables, one must be green.
   d) A dessert
   e) Fruit fresh or canned.
   f) Choice of bread or rolls one should be whole grain (2 servings)
   g) Butter or margarine.
   h) Choice of non-carbonated beverage, coffee, and water.
   I) Condiment appropriate to the menu items.

7. The Contractor shall provide a salad bar at both the lunch and dinner meals. The cost of the salad bar is to be included in the per meal price for lunch and dinner. The staple items of the salad bar are to include an emphasis on vegetables and fruit. The minimum items offered on the salad bar are to include:

Lettuce salad mix	Grated cheese either yellow or white	Fruit (fresh or canned)
Tomatoes	Hard boiled eggs	Onions
Carrots	Cucumbers	Broccoli
Radishes	Croutons	Celery
Dill pickles	Cooked beans (navy, pinto, black)	Cauliflower
Soup as seasonally appropriate	Bacon bits	Salad dressings 4 (3 regular & 1 low fat)
Cottage cheese		

   Any product mix of the salad bar must be mutually agreed to by the Contractor and the Ohio Department of Rehabilitation and Correction and reduced to the written agreement.

8. Each bidder must submit a four (4) week menu with portions, specifications and ingredients that will become part of a Contract awarded in accordance with this bid. Deviation from this menu will be authorized only in writing by the Academy Superintendent. Failure to provide such will deem your bid non-responsive and further consideration for award may not be given.

N. RECORDS AND MAINTENANCE

1. Student Meals: Contractor shall be required to maintain records to account for daily per meal count for each student.

2. Administration and Visiting Personnel: The Contractor shall be required to maintain records to account for daily per meal count for administrative and visiting personnel participating at each service. The Contractor shall collect the appropriate amount of money from each person (non-student) that partakes of a particular meal service (i.e. Breakfast, Lunch and Dinner). Administrative and visiting personnel, by approval of the Academy Superintendent or his/her designee and required I.D. Badge, shall be permitted to partake in meals. Meal prices are to be consistent for visitors, staff and students. These costs are to be paid by the consumer. The meal price will be the same as the cost per meal for a student vs. non-student; the difference is only the source of payment. Student meals are to be paid by the Academy.

3. A written report to document all injuries to personnel and guests injured on site at the Academy Cafeteria, and immediate verbal notification is to be made to the Academy staff on all injuries to anyone while at the Academy.

SPECIFICATIONS AND REQUIREMENTS

VI. FACILITIES, EQUIPMENT, UTILITIES:

A. The Academy shall provide all presently on-site fixed and movable equipment, electricity, gas, water, heat and light operations for the food service department. The Contractor should visit the site location and identify/clarify any concerns with the listed specifications. The Academy will provide adequate initial inventory of glassware, china, silverware and small equipment (pots, pans, etc.). Responsibility for maintaining the inventory of these items will be that of the Academy. However, records of inventory count and purchase requisitions will be that of the Contractor. No equipment may be moved into or out of the Academy without the approval of the Academy Superintendent or his/her designee.

B. Maintenance and Cleaning: The Academy shall be responsible for all equipment repairs and/or replacements. When repairs are required as a result of the willful act or negligent act on the part of the Contractor or its employees, cost of such repairs will be the responsibility of the Contractor as determined by the Academy. The Academy will be immediately notified of any needed repairs or replacement of equipment. The Academy shall maintain all food service facilities except for the routine cleaning of the kitchen and dining room areas per the specifications of this Contract. In addition, random unannounced inspections of the food service areas and cafeteria will be conducted by the Academy staff. The results will be documented and provided to the Contractor. The Academy's responsibilities include:

1. Cleaning of exhaust hood above stoves, on planned frequency, as prescribed in preventative maintenance schedule.
2. Cleaning of draperies;
3. Cleaning and maintenance of light fixtures;
4. Cleaning and replacement of windows;
5. Major cleaning of dining room and kitchen floors; following a planned program of stripping the floors; and application of correct finishes and maintaining the floor surface through periodic buffing. Refinishing of floor surfaces on a scheduled program will take into account the different use conditions, traffic, type of floors and activities in the kitchen and dining room area.
6. Wall cleaning on a scheduled frequency.

VII. INVOICING:

A. The Contractor shall prepare a monthly invoice in arrears in quadruplicate with appropriate documentation for amounts due to the Contractor for meals served to Academy students. There is no guarantee of the number of meals to be served or sold. The Contractor must bill for the actual number of meals served, not the estimate. Cash sales to Ohio Department of Rehabilitation and Correction staff and visitors will not be invoiced.

B. The Academy shall review and forward for payment the Contractor’s invoice as required by law and accepted practices of the state of Ohio.

C. All notices concerning requests for any amendment, change and/or exercising any clause of said Contract shall be forwarded to all parties in writing and shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228. A copy of same shall be kept with the Academy Superintendent or his/her designee at the Ohio Corrections Training Academy.

D. The proposed Contract shall contain all the agreements and conditions made by the parties and may not be modified orally or in any manner other than by official Contract amendment issued by the Office of Procurement Services.

E. Should any unscheduled or unforeseen Academy closing be caused by electrical, heat or water problems and/or weather conditions, etc., which results in the closings of the Academy for more than one (1) day, the Academy shall advise the Contractor and make the necessary adjustments for the Academy closing until such scheduled conditions are normalized and scheduled classes are resumed. No service fees will be invoiced during emergency closures.

SPECIFICATIONS AND REQUIREMENTS

VIII. OPERATIONAL OBJECTIVES:

Prospective Contractors are required to include in their bids their operational objectives for the food service department of the Ohio Corrections Training Academy. These objectives must include the following:

A. Formulation of long-range goals and plans.

B. Specific overall organization objectives.

C. Individual job objectives: provide job descriptions for each employee category.

D. Provide a standardized recruitment policy that will provide the Academy with the best candidate possible from which employment selection may be made.

E. Provide an example of any employee handbook that would be used at the Ohio Corrections Training Academy.

F. Provide a taste testing procedure that would be instituted at the Academy to encourage safety/sanitation and validity of determination of the acceptability of products to purchase.

G. Provide a production control procedure that permits the coordinated execution of production according to identified quality, sanitation and safety parameters.

H. Provide a policy for sanitation practices that is consistent with Federal, State, Local and Academy sanitation demands.

I. Provide a sanitation inspection report that would be routinely used at the Ohio Corrections Training Academy.

J. Provide a food temperature and quality check procedure that will assure quality and safe temperature prior to service to all consumers.

K. Provide a safety program that would guard against accidents and provide treatment when accidents occur.

IX. CORRESPONDENCE AND INVOICING:

A. The state of Ohio shall be responsible for payment of invoices under any contract awarded. All invoices, reports, or other correspondence of any kind, shall be forwarded to: State of Ohio Corrections Training Academy, PO Box 207, 11781 State Route 762, Orient, OH 43146. DRC requires an itemized monthly report of revenue generated by cash sales to non-students that are not billed to the Academy monthly in arrears.

B. In accordance with the Ohio Revised Code, CH. 126.30, payment will be made within thirty (30) days after receipt of a proper invoice.

PRICE PAGE

FOOD SERVICE MANAGEMENT FOR THE OHIO CORRECTIONS TRAINING ACADEMY, ORIENT, OHIO

UNSPSC CATEGORY CODE: 90101802

OAKS ID#	Requirement Description	Unit	Unit Price
19227	Management Fee	Per Month	$350.00
19228	Breakfast	Per Meal	$3.95
19229	Lunch	Per Meal	$5.35
19230	Dinner	Per Meal	$5.35
19231	Special Event Luncheons	Per Meal	$10.50

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ECONOMIC ADJUSTMENTS: Pursuant to the Special Contract Terms and Conditions on pages 4-5 of this ITB, the contract price(s) will remain firm for the first twelve (12) months duration of the contract. The State will evaluate all requested cost increases based on the Contractor's indicated cost factors and the current Consumer Price Index Urban Consumers (CPIU) for Food Away from Home. The bidder must indicate on the Bid Price Page the contributing cost factors as percentages of the net per meal cost; e.g., food and beverage cost, labor cost, management cost, operational cost, etc. Cost factors not disclosed will not be considered for economic adjustment.

COST FACTORS	PERCENT OF PER MEAL COST		
	BREAKFAST	LUNCH	DINNER
FOOD	60%	60%	60%
BEVERAGE	5%	5%	5%
LABOR	28%	28%	28%
MANAGEMENT	6%	6%	6%
OPERATIONS	1%	1%	1%
OTHER (list by name)	0%	0%	0%

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT900212-3* (08/31/14)

*68172
*AVI Foodsystems, Inc.
*2590 Elm Road NE
*Warren, OH 44483

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Kris Painter

*Telephone: (614) 436-7120
Office (330) 372-6000
FAX: (614) 436-1592
E-mail: kpainter@avifoodsystems.com

* Denotes change in vendor name, OAKS id, contract number and contact information with Amendment 1

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	03/28/2013	To indicate updated analyst information and to indicate change of company name, vendor ID and contract number from Sanese (Vendor ID 103036 - Contract no. OT900212-1) to AVI Foodservices (Vendor ID 68172 - Contract No. OT900212-3) and indicates updated vendor contact information.