

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

REQUIREMENTS CONTRACT: FOOD SERVICE MANAGEMENT FOR THE OHIO STATE HIGHWAY PATROL ACADEMY, COLUMBUS, OHIO

CONTRACT No.: OT903610

EFFECTIVE DATES: 11/01/09 to 10/31/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903610 that opened on 10/9/09. 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 PUBLIC SAFETY, OHIO STATE HIGHWAY PATROL ACADEMY, 740 EAST 17TH AVENUE, COLUMBUS, OH 43211, 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:

Jan Jacobs
jan.jacobs@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>

Signed: _____
Hugh Quill, 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.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this bid is provided on page one (1) of the bid. Through the indicated inquiry closure date, bidders may visit the State Purchasing website to post bid related questions at www.ohio.gov/procure. Answers to all bidder questions will be posted on the State Purchasing website and linked to the bid number. The State will make every effort to respond to website inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this bid. Only bid communications, issued by the Department of Administrative Services, Office of State Purchasing, in a public, published format, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of State Purchasing. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the bidder being deemed as not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the contract.

For specific submission requirements, bidders should refer to the Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with Article K-5, of the 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.

SITE VISIT: A site visit will be held on October 1, 2009, at the Ohio State Highway Patrol Academy, 740 East 17th Avenue, Columbus, OH 43211 to survey the facility and discuss the requirements of the bid. The site visit will commence promptly at 10:00 A.M., barring an unforeseen circumstance those 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 failure to attend and/or arriving after the site visit has convened.

Please contact Lt. Dan Green by September 29, 2009, at (614) 387-6080 during regular business hours to make arrangements for authorization to enter the facility.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of State Purchasing to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

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PERFORMANCE BOND: Prior to award of the contract, the Director of Administrative Services may require the bidder to furnish a performance bond in the amount of ten (10%) percent of the annual management fee submitted by the bidder. The performance bond will be used in the evaluation process to determine the lowest responsive and responsible bidder. The bidder will be required to provide said performance bond to the Office of State Purchasing within ten (10) calendar days after notification. Failure to provide the performance bond within the stated time period will result in the bidder being deemed not responsive.

The purpose of the bond is to ensure that the bidder/contractor will faithfully execute the terms of the contract and promptly make delivery of the supplies or services purchased by the state of Ohio. A standard bond form from any company authorized to do business within the state of Ohio is acceptable. The bond shall be made payable to the Treasurer, State of Ohio, referencing the applicable bid number.

The bond shall become effective upon issuance of the signed contract by the Director of Administrative Services to the lowest responsive and responsible bidder. Unless determined otherwise by the Director of Administrative Services, the bond shall remain in effect for the duration of the contract and any renewals thereto. Any action on the part of the Contractor or their bonding company to cancel the bond prior to the expiration of the contract or renewal thereto, will be considered as an event of default and subsequent breach of contract and will result in immediate cancellation of the contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the State in seeking replacement supplies or services.

The State agrees to pay only the actual cost of the performance bond and may request a copy of the invoice from the bonding company for documentation. If the cost of the bond on the price proposal page and the cost shown on the bonding company's invoice do not match, the State will pay whichever is less.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". In addition, the State will multiply the Unit Price by the Estimated Quantity listed in the bid and then adding each of the totals together to arrive at a Total Estimated Annual Cost for all items.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding 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.

INCURRED COSTS: The State is not liable for any costs incurred by the bidder prior to issuance of a contract.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract price(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 the provisions of Article 6, "Contract Terms and Conditions".

SPECIAL 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 (i.e. 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.

ECONOMIC ADJUSTMENTS: The State will evaluate all requested cost increases based on the contractor's indicated cost factors and also based upon 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.

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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Jacobs.

SPECIFICATIONS AND REQUIREMENTS

FOOD MANAGEMENT PROGRAM FOR THE OHIO STATE HIGHWAY PATROL TRAINING ACADEMY, COLUMBUS, OHIO

I. SCOPE OF OPERATION:

The Ohio State Highway Patrol Academy located at 740 East 17th Avenue, Columbus, Ohio 43211, 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 for students, administrative and Academy support personnel participating or supporting the various academic courses of the Academy. The contract term shall be 11/01/09 thru 10/31/12.

II. GENERAL BACKGROUND:

The Ohio State Highway Patrol 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) plus two (2) scheduled snacks/coffee breaks daily. In addition, the Academy cafeteria serves the security staff during the Ohio State Fair and is the site of special event meals for authorized groups. Refer to Section IV for estimated daily/annual requirements.

In the event of an emergency, the Academy may assume the role of a primary command center. Should this occur, the food service requirement may also shift to a 24-hour service requirement. Pricing for this contingency is covered in Section V, Item F.

III. BIDDERS QUALIFICATIONS:

- A. 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.
- B. Bidders shall show proof to having successfully provided food services to at least three (3) companies for at least two (2) consecutive years.
- C. The bidders shall submit with the proposal, documented evidence it has the personnel, equipment and internal procedures in place for successful performance of the contract requirements. 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. In addition, the Contractor's most recent financial statement will be included, as certified by an accepted Certified Public Accountant.

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: Upon award, the Contractor shall provide a list of facilities of current clients where a Highway Patrol 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.

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- D. 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 Commandant for all employees. All food service employees will be subject to the academy pre-employment, random and suspect drug testing.
- E. The proposal shall specify how the management personnel assigned to the Ohio Highway Patrol 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, administration staff, and visitors. All operational costs for goods and services necessary to provide the required food service operation at the Academy shall be procured and paid for by the Contractor.
- B. Typically, the Contractor shall provide meals, snacks, and coffee breaks Monday through Friday, including some holidays. Snacks and coffee breaks are typically served two (2) times per day.

At times, the Academy will not have any classes scheduled; therefore no cafeteria services will be required (i.e. the last week of December, first week of January, the day after Thanksgiving, etc.). The Academy is typically closed two (2) to three (3) weeks on the average. 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 (250) days per year.

The average daily requirements are estimated to be:

MEALS		COFFEE BREAKS/SNACKS	
Breakfast	118	Morning	100
Lunch	164	Afternoon	100
Dinner	104	Evening	50

The estimated annual Ohio State Fair Special Staff Meal requirement is projected to be six thousand six hundred sixty (6,660) meals per year.

- C. In addition to scheduled daily meals: Special event luncheons for authorized groups, etc. as required shall be served. The proposal shall list pricing per meal and portion sizing for these special events. Off-ground food service personnel shall not normally be required. However, the Contractor shall have the capability to fulfill all reasonable requests. The Academy will attempt to provide at least 24-hours notice of the need for special event luncheons.

This calendar year, the Contractor provided five (5) special event luncheons requiring customized invoices. Average number of meals per luncheon were one hundred twenty-five (125) meals.

Emergency demands on the Highway Patrol may necessitate the immediate preparation of meals for any number of affected officers and staff. Pricing for this contingency is covered in Section V, Item F.

SPECIFICATIONS AND REQUIREMENTS

D. Standards, Laws and Regulations:

The Contractor shall conform to:

1. Ohio Department of Health and Columbus laws, FDA rules and regulations as they apply to food service operations.
2. Academy policy and procedure relating to the operation of the Academy Cafeteria. All policies and procedures will be supplied to the Contractor as needed.
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. The Contractor shall also provide snacks and cleanup times and places as ordered by the Academy.

1. The Contractor shall provide an a la carte cash cafeteria for employees and visitors of the Academy. This cafeteria shall operate Monday through Friday except on legal 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 until the afternoon break time. The revenue for the recent year was estimated at \$7,600.00 and all revenue generated shall belong to the Contractor.
2. 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 commandant 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 Commandant or designee. The supervisor will participate in meeting with the Ohio Highway Patrol management regarding food service dietary needs.

C. FOOD SERVICE TIMES:

1. Normal mealtime periods for students shall be at the discretion of the Academy. However, approximate times shall be: Breakfast at 6:30 a.m. until 8:00 a.m., Lunch at 11:30 a.m. until 1:00 p.m. and dinner at 4:30 p.m. until 6:00 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.

In the event of an emergency, the Academy may assume the role of a primary command center. Should this occur, the food service requirement will also shift to a 24-hour service requirement. Pricing for this contingency is covered in Section V, Item F.

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

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2. Snacks/Coffee Breaks: The Contractor shall also provide two (2) breaks per day consisting of coffee, tea, soft drinks, and fruit beverage along with fresh cookies, fresh in season fruit, and any other items as requested by the Academy for the break periods. Additionally, popcorn shall be available for the afternoon break. The Contractor shall provide the popcorn machine and popcorn products for service. In addition to the standard break time selections, an occasional (about once per week) enhanced break menu will include, but not be limited to, the following items listed below.

- a. The following is a list of potential items, which may be included in the enhanced snack selection:

Assorted Breads/Muffins	Ice Cream Sundae Bar
Soft Pretzel bar with assorted dips	Assorted Meat trays
Baked Potato bar with assorted toppings	Pizza, Nachos, Taco, etc.
Fresh Fruit/Veggies in season with dips	Shortcake Bar
Assorted Cheese and Crackers	Assorted Yogurt, regular and no fat
Finger Sandwiches	Seasonal Foods

- b. * Snacks/Coffee Break Times:

Morning:	9:45 a.m. to 10:15 a.m.	Monday – Friday
Afternoon:	2:45 p.m. to 3:15 p.m.	Monday – Friday
** Daily	9:30 p.m. to 9:45 a.m.	Seven days per week

* All scheduled times are approximate. Snacks/coffee break refreshments are to be available on a 24-hour basis

** The Contractor is to provide the break refreshments and snacks only; staff does not need to be available for serving.

- c. The cost of staff service for each of the three scheduled snacks/coffee breaks shall be incorporated into the Snacks/Coffee Break pricing.
3. Special Events: The Contractor shall have the capability to provide meal service to authorized staff and selected law enforcement visitors of the Academy for special events and educational 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 must be provided with the proposal. Payment for such services may require customized invoices. Should the Academy and the Contractor fail to agree on pricing for meals for special events, then the Academy reserves the right to obtain such meals from other food service companies. The pricing will be based on the cost submitted on the Bid Price Page.
4. All Contractor operational costs necessary to provide food service as described herein for each Meal and/or Snacks/Coffee Break service shall be incorporated into your Cost Per Meal Type and/or Snacks/Coffee Break pricing. However, the cost of staff service, food and beverages, and miscellaneous operational costs shall be noted on the Bid Price Page as percentages of the total Cost Per Meal Type and/or Snacks/Coffee Break 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.

SPECIFICATIONS AND REQUIREMENTS

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. OHIO STATE FAIR

The Contractor shall have the capacity to provide food service during the Ohio State Fair and to operate a 24-hour program for approximately a 12 day period. All three meals are to be available on a 24 hour basis. The Contractor shall provide a per meal cost and portion size bid for the Ohio State Fair detail. The cost to State Fair Operations will be on a food, labor, direct expense plus a mark up percent, as indicated on the bid page. The duration of the Ohio State Fair may change in future years.

G. 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 Facilities Manager, 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.

H. 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.

I. 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 Highway Patrol and the Contractor. A summary report of inventory shall be furnished to the Academy at the end of every month.
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 Highway Patrol shall be paid to the Ohio State Highway Patrol upon receipt of the invoice.
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.

J. 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 Commandant. Other quality control checklists to monitor compliance with the standards set forth in the specifications shall be the responsibility of the Academy Commandant or his designee.

K. 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 Commandant his designee.

SPECIFICATIONS AND REQUIREMENTS

3. The Contractor's dietician 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 Commandant.
4. 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 Commandant 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.

L. MENU REQUIREMENTS

1. A la Carte Menus

All a la carte menu prices will be agreed upon in writing by the Contractor and the Commandant at the Academy. All menus shall fulfill the specific requirements of the Academy. A master menu shall be provided, with the bid, listing the portion size of each item, nutritional contents and specifications. Any changes in the menu will be specified in advance and must be approved by the Academy Commandant. The Contractor will cater to the tastes of the students by conducting periodic food preference surveys.

2. Lunch Menus

All menus shall fulfill the specific requirements of the Academy. The Contractor shall work in conjunction with the Highway Patrol in meeting the needs of the Academy. Below is a sample menu of Patrol expectations.

- Choice of two meats (lean cooked meat)
- Choice of potatoes or starch food
- Choice of two vegetables (at least one green)
- Choice of salad and fruit
- Choice of Bread or rolls (two servings)
- Butter or margarine
- Choice of two desserts
- Choice of Beverage (8 oz.) (milk must be offered in addition to the beverage bar)

3. Dinner Menus

All menus shall fulfill the specific requirements of the Academy. The Contractor shall work in conjunction with the Highway Patrol in meeting the needs of the Academy. Below is a sample menu of Patrol expectations.

- Choice of two meats (lean cooked meat)
- Choice of Potatoes or starchy vegetable
- Choice of two vegetables at least one green, may select both
- Choice of two desserts
- One roll, one butter or margarine patty (pad)
- Choice of Beverage (milk must be offered in addition to one other beverage) may select milk and one other beverage plus refill.

4. Salad Bar

The following shall be available at all times (minimum all meals, excluding breakfast).

lettuce	tomatoes	onions
cucumbers	hard boiled eggs	carrots
fresh in season fruit (two)	salad dressings (six)	yogurt
meat salad (chicken, turkey, tuna, salmon)		dill pickles
grated cheese (two; one white, one yellow)		

SPECIFICATIONS AND REQUIREMENTS

M. MISCELLANEOUS FOOD ITEMS

1. Peanut Butter, smooth and crunchy, shall be available at all meals.
2. Other condiments are to be provided as required.

N. FOOD QUALITY REQUIREMENTS

1. All foods will be fresh, frozen or canned.
2. Beef will be USDA Grade Choice, yield grade 2 or 3.
3. Pork will be USDA Grade Choice No. 1.
4. Veal will be USDA Grade Choice, yield 2 or 3.
5. Lamb will be USDA Grade Choice, yield 2 or 3.
6. Poultry will be US Grade A, USDA inspected.
7. Fish will be frozen US Grade A. Fresh fish may only be served with prior approval of the Academy.
8. Cured Meats and sausages will be made according to Federal and State Laws.
9. Cheese will be US Grade A.
10. Eggs will be US Grade A.
11. Milk and milk products will be US Grade A. Skim, 2% Butterfat and whole milk will be made available.
12. Frozen foods will be US Grade A Fancy.
13. Fruits and vegetables will be US Grade A US #1.
14. Grains and grain products will be wholesome, free of contamination and purchased from a reputable Contractor.
15. Beverage will include milk, fresh brewed coffee, tea, fruit and vegetable juices (regular and low sodium) and soft drinks. Decaffeinated coffee and tea will be made available.

O. RECORDS 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 Commandant, shall be permitted to partake in the snacks with the students. At times guest meals and snacks will be billed to the Academy and shall not be individually paid.
3. Meal prices are to be consistent for visitors, staff, and students. These costs are to be paid by the consumer. Student meal costs are to be paid by the Academy.
4. A written report to document all injuries to personnel and guests injured on site at the Academy Cafeteria. Immediate verbal notification is to be made to the Academy staff on all injuries to anyone while at the Academy.

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 Commandant.
- 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 to be documented and provided to the Contractor. The Academy's responsibilities include:

SPECIFICATIONS AND REQUIREMENTS

1. Cleaning of exhaust hood above stoves, on planned frequency, as prescribed in preventive 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 quadruplicate with appropriate documentation for amounts due to the Contractor.
- 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 by registered or certified mail to State Purchasing. A copy of same shall be kept with the Academy Commandant of Ohio State Highway Patrol 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 State Purchasing.
- E. Should any unscheduled or unforeseen Academy closings 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 arrangements for the Academy closing until such scheduled conditions are normalized and scheduled classes are resumed. No service fees will be invoiced during emergency closures.

VIII. OPERATIONAL OBJECTIVES:

Prospective Contractors are required to include in their proposals their operational objectives for the food service department of the Ohio Highway Patrol 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 Highway Patrol 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.

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SPECIFICATIONS AND REQUIREMENTS

- I. Provide a sanitation inspection report that would be routinely used at the Ohio State Patrol 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
Ohio Department of Public Safety
c/o Ohio State Highway Patrol Academy
740 East 17th Avenue
Columbus, Ohio 43211

- 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.

X. BID SUBMITTALS:

- A. In addition to the previously requested information, 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 Commandant. Failure to provide such may deem your bid non-responsive and further consideration for award may not be given.
- B. All bids shall be accompanied by the latest published financial statement of the company making the bid and the most recent financial performance rating classification of said company as published by a nationally recognized, industry accepted source of such ratings.
- C. Bidders shall also supply information in support of their ability to properly service the proposed contract: reference the requirements of Bid Section III.
- D. Bids must include the name, title, and business telephone number, and e-mail address of the bidder's representative primarily responsible as the point of contact for this bid.

BID PRICE PAGE

<u>OAKS ID#</u>	<u>Requirement Description</u>	<u>Unit</u>	<u>Unit Price</u>
16647	Management Fee	Month	\$ 2,000.00
16640	Breakfast	Each	\$ 2.21
16641	Lunch	Each	\$ 3.06
16642	Dinner	Each	\$ 3.26
16643	Special Groups from Buffet	Each	\$ 3.10
16644	Snack and Beverage Items	Bulk per day	\$ 1.91
16645	Special Functions	Each	\$ 6.69
16646	Meal Service for support of State Fair	Each	\$ 3.97

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	MEAL TYPE			
	BREAKFAST	LUNCH	DINNER	SNACKS/COFFEE
FOOD	60%	60%	60%	60%
BEVERAGE	5%	5%	5%	5%
LABOR	28%	28%	28%	28%
MANAGEMENT	6%	6%	6%	6%
OPERATIONS	1%	1%	1%	1%
OTHER (list by name)	0%	0%	0%	0%

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: 0T903610-1 (10/31/12)

SEND ORDERS TO:



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

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Julie Russell

Telephone: (614)436-7357
FAX: (614) 436-1592
E-mail address: jrussell@sanese.com

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