

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 AT THE OHIO FIRE ACADEMY

CONTRACT No.: OT904109

EFFECTIVE DATES: 11/01/08 to 10/31/11

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:

Michael Shaw
michael.shaw@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

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 |
| Liquidated 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 | 14 |
| VIII. Contractor Accounting Procedures | 15 |
| IX. Billing | 15 |
| X. Meal Guarantee | 15-16 |
| XI. Estimated Meal Projections | 16 |
| <u>CONTRACT ITEMS</u> | |
| Price Schedule | 17 |
| Contractor Index | 18 |

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.

SITE VISIT: Prior to submitting their bid response, the Bidder should visit the agency they are bidding in order to survey the facility and to become familiar with the requirements of the Bid. The Bidder must contact the facility to schedule an appointment. To schedule an appointment, please contact the institutional contact person referenced below. Once a Contract is awarded, failure of the Bidder to have requested a site visit to become familiar with the facility and requirements of the Bid will be insufficient reason to support any request to be released from the Contract.

Please contact Kathy Clear at (614) 752-7173 or Scott Walker at (614) 752-7299 during regular business hours to arrange for authorization to enter the facility. Subsequent to touring the facility, any questions relevant to this Bid must be submitted as prescribed below in the Specification Questions paragraph.

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 Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid Number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquires 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 Procurement Services, in a public, published format, will be considered valid.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable, alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response. The State will require the Bidder to retract any intolerable exceptions in order to remain in consideration for award.

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 Procurement Services. 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 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.

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 Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (e.g. 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.

SPECIAL CONTRACT TERMS AND CONDITIONS

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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will multiply the estimated annual usage of each item by its corresponding cost per meal or daily fee amount and then add these totals together to determine the low lot total price of the Bid. Failure to bid all items may result in the Bidder being deemed as not responsive.

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.

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.

SUBCONTRACTING: The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted without prior approval by the State. On a per project basis, the Contractor shall clearly identify which requirements are subcontracted and identify the subcontracting company, the responsible business contacts therein, and the specific detail of the subcontracted work to be performed. No Contractor shall engage a subcontractor for work on State property or projects without the prior written approval of an authorized Academy Designee.

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

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

TRANSPORTATION CHARGES: The Contractor will be responsible for all transportation charges incurred in the delivery of materials and/or services specified in this Bid and resulting Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first thirty-six (36) 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".

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 20% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 20% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise Procurement Services of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify Procurement Services of a decrease will be considered as a default and the Contractor will be responsible to reimburse the State for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

LIQUIDATED DAMAGES: In the event that the Contractor fails or refuses to provide services as agreed in any Contract awarded pursuant to this Bid or terminates any Contract awarded pursuant to this Bid at any time during the term of the Contract or any extension of the Contract, the agency will contact the Contractor to determine when the purchase order will be fulfilled. If the Contractor cannot fulfill the purchase order requirements within a timeline acceptable to the agency, the agency may procure like-kind supplies/services from another resource and invoice the Contractor for the full additional amount charged by the third party provider. These invoices to the Contractor shall be liquidated damages and not a penalty, and shall enable the agency to continue to provide contract services without interruption until another contract can be finalized. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the agency.

Under these damage recovery provisions, the agency may: (1) elect to procure any portion of the original order from another source; and/or (2) charge the Contractor for any difference in cost for the service/merchandise procured; and/or (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

The State shall make its best efforts to mitigate the liquidated damages obligation of the Contractor by securing another Contractor to provide substantially the same services as named in any Contract awarded pursuant to this Bid. It is estimated to require three (3) to five (5) months from the date the Contractor ceases provision of services to the date another Contractor commences provision of services. This section does not apply to disputed invoices.

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 Acor 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: Michael S. Shaw.

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.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf. The Terrorist Exclusion List is available at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/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: Michael S. Shaw.

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: Michael S. Shaw.

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: Michael S. Shaw.

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.

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 three (3) meals daily, breakfast, lunch, and dinner, on Monday through Thursday. Friday will require service of only the breakfast and lunch meals. 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 Marshal, Deputy Chief State Fire Marshal, Academy Superintendent and Assistant Superintendent, Administrative Assistant to the State Fire Marshal, 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.

SPECIFICATIONS AND REQUIREMENTS

IV. REQUIRED BID DOCUMENTATION

The Bidder shall submit with their Bid Response documented evidence that it has in place the personnel, internal procedures, and other resources required under the terms of this Contract to assure successful performance therein. Failure to submit such documentation may result in the removal of the Bid from further consideration for award. Documentation shall include, at a minimum:

- A. The Bidder shall provide current data describing the current organization, number of employees, home office location, and any other general company information.
- B. Bidder must provide company name, address, telephone number, and contact person of at least three facilities where the Bidder has provided similar services.
- C. Bidder shall provide a list of facilities where representatives of the State may view food preparation, sample food prepared by the Bidder, and views the Bidder's organizational and managerial abilities.
- D. The Bidder shall submit with their Bid Response a sample of the Bidder's cycle menu.
- E. The Bidder shall submit with their Bid Response an accounting system to account for the inventory and product volume that is to be offered to clients for purchase through the vending machine operation.

V. APPLICABLE STANDARDS AND LAWS

The Contractor must conform to:

- A. Ohio Department of Health and local laws, rules and regulations as they apply to food service operations.
- B. The Ohio Fire Academy policies and procedures relating to the operation of the food service operation, copies of which will be provided to the Contractor.
- C. U. S. Department of Agriculture rules and regulations as they apply to food service operations.
- D. Any other applicable standards, rules, regulations, or laws governing food service operations.
- E. All federal and state employment laws, rules, and regulations must be adhered to.

VI. CONTRACTOR RESPONSIBILITIES

A. Procurement

The Contractor shall purchase all food, condiments, and supplies necessary for the food service operation.

B. Minimum Food Quality Requirements

1. All foods will be fresh, frozen, or canned. Pre-cooked and/or flash frozen foods are also acceptable.
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, government inspected.
7. Fish will be frozen US Grade A. Fresh fish may only be served with the prior approval of the Academy Designee.

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACTOR RESPONSIBILITIES (Cont'd)

B. Minimum Food Quality Requirements (Cont'd)

8. Cured meats and sausages will be made according to federal and state guidelines.
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 or US Fancy.
14. Grains and grain products will be wholesome, free of contamination.
15. Beverages will include milk, coffee, tea, fruit and vegetable juices (regular and low sodium), and carbonated drinks. Decaffeinated coffee, tea, and carbonated beverage products as well as diet beverages will be made available.

C. Meal Preparation

1. Contractor shall furnish, prepare, and serve all food items.
2. The Contractor may prepare foods fresh daily, on-site in the Academy's food production facilities; or,
3. Prepare flash frozen entrees and side dishes; or,
4. Transport bulk pre-prepared foods from an off-premise production site, at minimum 140-F degree temperature.

D. Food Inventories

1. Contractor shall maintain at least a three (3) day inventory of food products and supplies to include paper products and disposable products to accommodate the production and service requirements specified herein.
2. The procurement, storage, and inventory of foods and food products shall be the responsibility of the Contractor.

E. Meal Service

1. Normal mealtime periods for students, staff, and guests are as follows:

| Meal | Time of Service |
|-----------|-------------------------|
| Breakfast | 7:00 a.m. to 10:30 a.m. |
| Lunch | 11:00 a.m. to 1:00 p.m. |
| Dinner | 5:00 p.m. to 6:00 p.m. |

The Academy reserves the right to change the time of the meals due to operational and/or training necessities. The Academy Designee will notify the Food Service Manager of any anticipated or planned changes in a timely manner. If training exercises or programs are being conducted off-site during the lunch time period, a box lunch must be provided for trainees, prior to their departure from the Academy. The Academy Designee will notify the Food Service Manager of the need for this service in a timely fashion.

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACTOR RESPONSIBILITIES (Cont'd)

E. Meal Service (Cont'd)

2. The Academy shall determine the days of operation for the food service program.
3. Normal operations shall require that the Contractor provide three (3) meals daily, breakfast, lunch, and dinner, on Monday through Thursday. Friday will require that only the breakfast and lunch meals be served. The Contractor will receive two weeks minimum notice of any meal service required on weekends.
4. Special Events are not part of this Contract. The using agency will procure their requirements according to their direct purchase authority.

F. Menus

1. The Contractor will work in conjunction with the Academy Designee to meet the food service needs of the Academy. All menus must be planned and coordinated with the Academy Basic Training Coordinator to insure the nutritional requirements of active adults are equivalent to their daily physical activity level: i.e., a day of planned strenuous physical activity would require a hearty breakfast, a light lunch, and a high carbohydrate dinner. A master menu must be provided with the Bid Response, which lists the portion size of each item and nutritional contents. The Contractor shall provide a four (4) week cycle menu projecting breakfast, lunch, and dinner meals. Any alterations or changes in meal contents shall be coordinated and approved with the Academy Designee prior to implementation of any meal changes.
2. The Contractor shall develop a cycle menu consistent with the caloric and nutritional requirements of the projected seven (7) week training cycle. The daily caloric intake shall mirror the intensity of the training day's physical activity:

| INTENSITY TRAINING LEVEL | DAILY CALORIC INTAKE |
|--------------------------|----------------------|
| Level 0 | 2,000 – 2,250 Kcal |
| Level 1 | 2,000 – 2,250 Kcal |
| Level 2 | 2,400 – 2,600 Kcal |
| Level 3 | 2,800 – 3,000 Kcal |

- a. Recommended caloric split: Carbohydrates 50-55%, 25-30% Fat, 15-25% Protein
- b. Recommended caloric split >30% fat for weekly average and >10% saturated fat.
3. The contractor shall post the nutritional analysis of the approved menu.
4. An emphasis must be placed on "Heart healthy/Healthy choice" menu items, while de-emphasizing fried foods. The Academy target guidelines will follow those of recognized "food pyramid" in an effort to meet the Daily Recommended Intake (DRI) of the Academy students. The menu guidelines will at a minimum emphasize the following:
 - a. Contractor will offer a variety of foods - no single food can provide all the nutrients the body needs. A variety of foods will ensure a variety of essential and non- essential nutrients. This goal can be achieved by consuming a diet based on guidelines from the food pyramid.
 - b. Contractor will offer foods that provide a diet that is low in fat, saturated fat, and cholesterol- try to cook with as much as possible in monounsaturated fats, such as olive oil, peanut oil, canola oil, and most margarine's.

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACTOR RESPONSIBILITIES (Cont'd)

F. Menus (Cont'd)

- c. Contractor will offer a menu with a variety of vegetables, fruit, and grain products. The USDA Food Guide Pyramid recommends that adults eat a minimum of three servings of vegetables, two servings of fruit, and six servings of grain products daily. These numbers of minimum servings provide the adult DRI. These servings are also emphasized because of their complex carbohydrates, dietary fiber, and nutrient density.
 - d. Contractor will offer sugars only in moderation. Sugar is in other forms than the simple "sugar" white table sugar.
 - e. Contractor will use salt and sodium in moderation. Table salt contains both sodium and chloride - both of which are essential in the diet. However, most Americans eat more sodium than they need.
5. Ala Carte Menus: All ala carte menu prices will be agreed upon in writing by the contractor and the Academy designee. 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 Designee. The Contractor will cater to the tastes of the students by conducting periodic food preference surveys.
6. All menus shall fulfill the specific daily requirements of the Academy. The Contractor shall work in conjunction with the Academy Designee to meet the needs of the Academy. Below are sample menus representative of Academy expectations of typical meal menus for students enrolled in the Basic Fire Fighting Course:
- a. Breakfast: The breakfast menu must include both hot and cold food items and various fresh fruits, cereals, juices, and beverages.

Breakfast should consist of:

1. Complex carbohydrates such as, cereals, bagels, breads, and rolls (whole grain as available) low fat muffins. Hot oatmeal with various toppings such as brown sugar, raisins, dried fruits, and nuts.
2. Fresh, as in season, and/or canned fruits.
3. A protein source such as cottage cheese, yogurt, or hard boiled eggs.
4. Beverages such as milk, iced tea, coffee, and 100% fruit juices.
5. Once a week serve a hot breakfast such as eggs, French toast, pancakes, waffles, with bacon or sausage.
6. Condiments, including peanut butter.

- b. Lunch and Dinner Menus target guidelines will follow those of the recognized "food pyramid":

Lunch and Dinner Menus should consist of:

1. Choice of two entrees (lean cooked meat and/or pasta items for Level 3 Intensity Training days).
2. May use meat substitute twice per week.
3. May serve extended dish (no more than two (2) extended dishes per week).
4. Choice of two vegetables (at least one green).
5. Choice of two desserts (only required twice weekly at dinner).
6. Choice of two (dessert) cookies (only required twice weekly at lunch).
7. Fruit, fresh or canned, should be offered with each meal.
8. Choice of bread or rolls (2 servings).
9. Butter or margarine.
10. Choice of beverage (milk must be offered in addition to one other beverage).
11. Condiments.

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACTOR RESPONSIBILITIES (Cont'd)

F. Menus (Cont'd)

- c. Contractor shall provide a salad bar for both the lunch and dinner meals. Salad bar staple items shall include an emphasis on vegetables and fruit. Staple items should include at a minimum:

| | | |
|---|------------------|---|
| lettuce | dill pickles | fruit (fresh or canned) |
| tomatoes | hard boiled eggs | onions |
| carrots | cucumbers | broccoli |
| radishes | croutons | celery |
| mushrooms | | cauliflower |
| grated cheese (2): (1 white, 1 yellow) | | salad dressings (6): (3 regular & 3 low fat) |

- d. Academy recommendations for additional salad bar items include multiple selections from the following list. High fat options such as meat salads, macaroni and pasta salads, and potato salad should be adjusted as needed to maintain the recommended caloric splits indicated in Section VI: Item F, Paragraph 2, Parts a and b.

| | | |
|---|-------------------------------------|-------------------------------------|
| bacon bits | cottage cheese (regular or low fat) | macaroni salad |
| yogurt (regular or low fat) | pasta salad | potato salad |
| meat salad (ham, chicken, turkey, tuna, or salmon) | | soup (as seasonally appropriate) |

- e. Any changes to the product mix of the salad bar must be mutually agreed to by the Contractor and the Academy Designee and reduced to a written agreement.
- f. Snacks: As the intensity of training days varies, snacks are an important component to assure performance of the students in the afternoon. Snacks should vary based on the Level of Intensity ranking and can be used to fulfill caloric recommendation within the Contract.
- 1) Snacks should consist of some protein and carbohydrate and should not be predominantly sugar. Caloric recommendations: 250-500 based on Level of Intensity for the day.
 - 2) Academy Designee will confirm with the Food Service Manager whether the snack is for AM or PM.
 - a) Snacks must be portable for student pickup and consumption at the training site.
 - b) Snacks must be individually wrapped, either by manufacturer or Contractor personnel.
 - c) Very dry snacks should be avoided especially on Level 3 intensity days. An example of this would be to avoid serving pretzels on Level 3 intensity days.
 - 3) Academy recommendations for items to be included in the snack selection include:

| | | |
|--|--|--|
| Fresh fruit/vegetables with dip | Ice cream (especially on hot days) | Pizza slice or small personal portion size |
| Soft pretzel with dip | Peanut butter and jelly | Chewy granola bars |
| Muffins – low fat | Cheese and crackers | Yogurt |
| Drinks such as Nestle Boost, or dry packets which can be added to milk | Beverages such as juice and milk to go with lower calorie snacks | Nutritional bars such as Balance, Balance Gold, Power Bar, and Clif Bars |

7. The Contractor has the option to offer a wider selection of ala carte food items to students attending the Basic Fire Fighting Course.
8. The Academy will not pay for food, which does not meet or conform to normal food service standards relative to quality, temperature, quantity, etc.

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACTOR RESPONSIBILITIES (Cont'd)

F. Menus (Cont'd)

9. All condiments, including jelly, apple butter, ketchup, mustard, mayonnaise, salad dressings, steak sauce, soy sauce, butter, margarine, and Tabasco sauce must be in sealed individual packages or bottled in original containers. Peanut butter must be in its original container or sealed in individual containers.
10. The Contractor will ensure the quality of all food served to be in such amounts to satisfy the appetite of active adults while meeting their nutritional requirements. Students participating in the meal service are permitted an additional serving of any item contained on the menu at no additional expense to the Academy. Ala Carte menu pricing is to be made available to visitors and staff.
11. Steak Night: At the discretion of the Academy Superintendent, the vendor will serve beef steak as an evening meal on the last week of the Basic Fire Fighter Course. The steak shall be a USDA choice steak cut with a ¼ inch trim as described in the Meat Buyers Guide, National Provision, with a boneless portion at 6 oz. or a bone-in portion at 7 oz.

G. Facilities and Equipment

1. The Academy will place under the control of the Contractor, all of its food production facilities located at the Academy, completely equipped and ready to operate.
2. The Academy will provide heat, refrigeration, local telephone service, and utilities that are required for efficient operation of the food service program.
3. The Academy will provide all reasonable equipment repairs and/or equipment replacement and will furnish building maintenance services for the food service production and cafeteria operation.
4. A joint inventory of equipment and food service utensils shall be conducted by the successful Contractor and the Academy during the initial start up of services.
5. No later than fifteen (15) days after termination of the contract, the Contractor shall surrender all equipment and food service utensils furnished by the Academy in the same condition as they were originally received at the inception of the Contract. Reasonable wear and tear shall be allowed by the Academy. The final decision of any replacement of equipment and/or parts due to breakdown remains with the Academy.
6. The Contractor shall bring to the attention of the Academy any equipment which is in need of repair or replacement and will see that the Contractor's employees exercise due care in the use of equipment.

H. Cleaning and Housekeeping

The regular cleaning and housekeeping of the food preparation and dining areas will be the responsibility of the Contractor. The Academy will be responsible for the cleaning of light fixtures, dining room floor maintenance, walls and windows. The Academy will provide the Contractor access to a dumpster for trash removal.

- I. The Contractor shall provide food service management and food service personnel qualified in food preparations, food production, and related service of finished food products.

J. Support Staff and Services

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

1. District manager for direct supervision of food service manager/supervisor.

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACTOR RESPONSIBILITIES (Cont'd)

J. Support Staff and Services (Cont'd)

2. Training personnel to provide expertise in appropriate training and evaluation of all food service personnel.
3. At least one (1) member of the support staff shall visit the Academy a minimum of once each month.
4. The support staff shall prepare a written report, which includes, an on-site inspection of the meal preparation site as well as an exit briefing of the visit shall be furnished to the Academy. The primary purpose of this visit is to evaluate the standards of performance of the Contractor and to provide a forum for open discussion and the resolution of problems that may develop regarding the delivery of services under this Contract.

K. The Contractor shall provide all uniforms required for the food service employees.

L. Supervision of Contractor's Employees

1. The Academy shall have no direct control over the employees of the Contractor.
2. The Academy reserves the right to have the Contractor remove any Contractor employee that is objectionable to the Academy.
3. The Contractor shall screen prospective employees to assure no felony convictions over the past five (5) years. Documentation of said record review must be forwarded to the Academy's security department for all Contractor employees.

VII. VENDING MACHINES

A. The Contractor shall be required to furnish vending machines and merchandise for use by the Academy staff, visitors, and students. The Contractor shall be responsible for the stocking of the vending machines and maintaining the vending machines and vending area in a sanitary manner consistent with good vending operations and practices. All unsold perishable vending products shall be replaced within forty-eight (48) hours.

B. The Contractor shall provide a minimum of vending and equipment products to include:

1. Candy and gum
2. Canned non-alcoholic beverages
3. Hot beverages (coffee, hot chocolate, tea, soup, etc.)
4. Sandwiches and pastry
5. Currency changer (dollar bill)
6. Microwave unit
7. Food condiments

C. The Contractor shall place an emphasis on "Heart Healthy/Healthy Choice" items in addition to the "normal" vending items listed in Section VII, Part B. "Heart Healthy/Healthy Choice" items shall include such choices as fresh fruit, 100% real juice, sandwiches, etc. "Heart Healthy/Healthy Choice" items shall be made available at all vending machine locations and shall represent a minimum of sixty (60%) percent of the available consumer choice options.

D. The Contractor shall be required to respond within a maximum of four (4) hours, twenty-four (24) hours a day, to any request from the facility for restocking or repair of the vending machines.

SPECIFICATIONS AND REQUIREMENTS

VIII. CONTRACTOR ACCOUNTING PROCEDURES

- A. The Contractor shall maintain records for daily meal count for each student participating at each meal service. The Academy will have the right to examine and evaluate such business records during normal business hours with prior notification.
- B. The Contractor shall maintain records for daily per meal count for cash sales and for Academy approved charge sales. Contractor shall collect the appropriate amount of money and appropriate taxes from each person (other than those special group individuals identified by the Academy) that partakes of a particular meal service.
- C. The Contractor shall retain all monies collected for meal services offered. Such meal services shall not be included in the monthly invoice. Only Academy approved student meals and special groups shall be included in the invoice.
- D. Upon request, the Contractor must provide total dollar volume for vending and cafeteria sales to the Department of Commerce, Division of Fire Marshal.

IX. BILLING

- A. The Contractor shall prepare a monthly invoice, in quadruplicate, with appropriate documentation to support amounts due to the Contractor. Include as part of the invoice, on-site cost per for student meals, special group meals, and Contractor's fixed management fee.
- B. The Contractor will deduct from the total monthly invoiced amount the credit value accrued to the Academy for the vending machine products sold during the reported vending period.

X. MEAL GUARANTEE

- A. The Academy will provide the Contractor with a minimum daily (breakfast, lunch and dinner) 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, lunch and dinner census shall be provided for each meal specified. The maximum guaranteed meal census for either breakfast, lunch or dinner 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.

SPECIFICATIONS AND REQUIREMENTS

X. MEAL GUARANTEE (Cont'd)

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 |

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 | \$ 4.61 | \$ 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 \$ 180.00 | DAILY FEE \$ 185.00 | DAILY FEE \$ 190.00 |
| (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 % | |

* 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.

- (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

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT904109-1(10/31/11)



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

TERMS: 2% 10 Days, Net 30 Days

CONTRACTOR'S CONTACT: Victoria Steck

Toll Free: (800) 589-3410
Telephone: (614) 436-1234
FAX: (614) 431-1592

CONTRACTOR'S E-MAIL ADDRESS:

vsteck@sanese.com

CONTRACTOR'S IT/MIS CONTACT: Karen Cossin

IT/MIS Telephone: (614) 431-1200 ext. 1327

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

Preferred method of receiving purchase orders: e-mail to vsteck@sanese.com