

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

MANDATORY USE CONTRACT FOR: PROVIDE THE OHIO PEACE OFFICER TRAINING ACADEMY (OPOTA) WITH FOOD SERVICE MANAGEMENT

CONTRACT No.: OT901314

EFFECTIVE DATES: 07/01/13 to 07/31/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. that opened on . 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 ATTORNEY GENERAL'S OFFICE, OHIO PEACE OFFICER TRAINING ACADEMY, 1650 STATE ROUTE 56, SW LONDON, OH 43140 , as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

Kellie Johnson
Kellie.Johnson@das.ohio.gov

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

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

Signed: _____
Robert Blair, Director Date

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SPECIAL 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.

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.

SITE VISIT: Prior to submitting their bid response, the bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The bidder must contact each facility to schedule an appointment. To schedule an appointment, please contact Mr. Scott Weimer at 740-845-2679. 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.

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 seven (7) 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.

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 seven (7) 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 (58,240) meals per year X the daily average meal cost to calculate the Not-To-exceed cost, to come up with a low lot total.

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

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

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

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

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.fda.gov/Food/GuidanceComplianceRegulatoryInformation/RegistrationofFoodFacilities/OnlineRegistration/default.htm>

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

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Kellie Johnson.

Bid Automobile Liability Checklist:

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

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.):

Bidders seeking to enter into a service contract shall disclose the following:

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

AVI Foodsystems, In., Warren, Ohio USA

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

AVI will perform all services at Ohio Peace Officer Training Academy without subcontractors.

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

Ohio Peace Officer Training Academy, London, Ohio USA

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

Ohio Peace Officer Training Academy, London, Ohio USA

AVI Foodsystems, Inc, Warren, Ohio USA

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

SPECIFICATIONS AND REQUIREMENTS

- I. GENERAL BACKGROUND. The Ohio Peace Officers Training Academy (OPOTA), located in Madison County, is Ohio's premier training facility for state-certified law enforcement training. Law enforcement agencies from throughout Ohio send their officers to OPOTA for specialized, initial training and recertification training. There is a dormitory at this facility and up to 89 officers may occupy this facility Sunday through Friday.

Meals are served Monday through Thursday, breakfast, lunch and dinner, and Fridays, breakfast and lunch. Approximately 50 students and staff eat at each meal.

II. BIDDERS QUALIFICATIONS

- A. Bidders shall have a minimum of three (3) years' experience in commercial food management services to include food ordering, storage, on-site preparation, data recording and reporting. Bidders shall state, in detail, how they meet this qualification.
- B. Bidders shall describe in detail a minimum of three (3) current or previous projects of similar size and scope performed within the past five (5) years.
- C. The Bidders are asked to supply the following: Staffing Plan, Work Plan, identify key personnel should current staff become unavailable, bidders financial ability to perform this project, copies of bidders key staff ServSafe Certification and provide a Master menu and sample 4 week cycle menu. If not provided with the bid response the bidder will have seven calendar days to provide to provide documentation of these item, from the date that Procurement Services request them.

III. SCOPE OF WORK. The Contractor will provide the following services and perform the work as specified in the following description:

1. Prior to the start of work, the Contractor shall provide the Business Manager a list of employees with addresses and telephone numbers. Each employee provided by the Offeror may undergo and pass a criminal background check by the Ohio Bureau of Criminal Identification and Investigation **prior to their approval to start work.**
2. The Contractor shall provide appropriate uniforms with individual name tags and hats and food handling sanitary gloves suitable for food preparation and serving for each employee and the employees must wear them while performing food preparation and serving duties. They must be clean and neat and meet guidelines for food handlers.
3. The Contractor shall provide a minimum of one (1) supervisory employee for each meal that will be in charge of and take responsibility for the other employee(s). This person is to be ServSafe Certified.
4. The Contractor will designate one (1) project manager/dining facility manager to oversee this project and be the Contractor's point of contact responsible on a day-to-day basis. This person is to be ServSafe Certified.
5. OPOTA management will monitor the performance of this contract and notify the Contractor of any deficiency. The Contractor shall be responsible for correcting any deficiency identified as quickly as possible. Problems directly related to health or safety issued shall be corrected immediately. Failure to correct these issues in a timely manner may result in the immediate removal of the Contractor from the Contract.
6. The Contractor must conform to Ohio Department of Health and Madison County Department of Health requirements as they apply to food service operations.
7. The Contractor must conform to the Attorney General's Office policy and procedure manual for employees, copies of which will be provided to the successful Contractor.
8. The Contractor must conform to U.S. Department of Agriculture rules and regulations as they apply to food service operations.
9. The Contractor must also conform to rules that may be added or changed during the course of this Project, including but not limited to changes brought on by the U.S. Department of Agriculture.
10. The Contractor must conform to all federal and state employment laws, rules and regulations.

11. The Contractor must supervise the food service operations on the OPOTA premises including purchasing, preparation, serving and cleanup. The Contractor may be required to prepare special diets as ordered by the Business Manager or their appointee.
12. The Contractor must maintain adequate inventory of food products and supplies including paper products, cups and disposable products to accommodate the production and service of approximately 150 meals per day (50 per meal). The procurement, delivery, storage and inventory of foods and food products will be the responsibility of the Contractor. Disposable products are to be of the quality found in the food industry and hot cups are to be polystyrene.
13. The Contractor will provide a cold drink fountain machine (i.e. soft drinks, fruit juices, lemonade and water) as well as a commercial coffee machine to include a hot water dispenser for making hot tea and hot chocolate available on a 24 hour basis at the Main Academy (1650 State Route 56, London, Ohio 43140). The Contractor will also provide a commercial coffee machine to include a hot water dispenser for making hot tea and hot chocolate available on a 24 hour basis at the Tactical Training Center (1960 US Route 42, London, Ohio 43140). The Contractor will provide polystyrene cups and lids, coffee creamer, sugar, no calorie sweetener alternatives, and stir sticks at both locations.
14. The Contractor will provide vending machines and vending merchandise for use by the OPOTA students and staff at both the Main Academy (1650 State Route 56, London, Ohio 43140) and Tactical Training Center (1960 US Route 42, London, Ohio 43140) facilities. The Contractor will also be required to stock these machines on a reasonable schedule. The vending machines provided should have the capability to make change for larger denominations (i.e. \$5, \$10, etc.) or the Contractor will provide a change machine at both the Main Academy (1650 State Route 56, London, Ohio 43140) and Tactical Training Center (1960 US Route 42, London, Ohio 43140) facilities. The vending machines and area must be kept in a sanitary manner consistent with good vending operations and practices. The Contractor will provide a minimum of vending products to include:
 - Candy, snacks, and gum;
 - Cans or plastic bottles of non-alcoholic drinks to include soda, juices, water, etc.;
15. The Contractor will be required to provide on-site, competently trained and experienced food service management personnel and staff as required to meet the terms and conditions of the Contract. A suggested minimum staff to be on-site daily in addition to the Food Service or Project Manager would include, a main cook, an assistant cook, a salad bar attendant, and a dishwasher. OPOTA's management staff will have no direct control over the employees of the Contractor. Any provisions for control will be directed only through the Contractor or the person(s) assigned duties as the Contractor's food service manager. The Contractor must comply with all reasonable requests of the Attorney General's Office/OPOTA to remove and replace employees that are objectionable. The Contractor will screen potential employees to ensure they have no felony convictions over the past five (5) years and have not been incarcerated. Documentation of employee's records review will be made through the Ohio Bureau of Criminal Identification and Investigation and will be forwarded to OPOTA's Business Manager for all new employees. OPOTA's management reserves the right to interview potential employees under consideration by the Offeror.
16. The Business Manager must be informed immediately about injuries or accidents that occur on-the-job as well as any medical condition of any employee that may adversely impact on the preparation and delivery of food services.
17. Routine cleaning and housekeeping of the food storage area, food preparation and service area, dishwashing and dining room area and other areas utilized by the food service personnel will be the responsibility of the Contractor. The dining room floor and tables must be cleaned after each meal. The OPOTA staff will provide the Contractor with access to a dumpster for trash removal. The Contractor will be responsible for the purchase of all housekeeping equipment and supplies. Sanitation in areas utilized by the Contractor must meet all federal, state and county health department regulations. The OPOTA staff will be responsible for cleaning the locker/restroom facilities, light fixtures, walls and windows in the areas utilized by the Contractor as well as shampooing of carpet, stripping, waxing and buffing of floors in the dining room area. The Contractor will coordinate with the Business Manager to clean the movable equipment a minimum of twice a year or more frequent if otherwise needed.
18. The Contractor must have the capacity and capability to provide meal service for authorized staff, visitors and selected law enforcement members for special events and conferences. The programs and events may occur on weekends. The cost of meals provided for such events will be agreed upon separately between the Contractor and OPOTA. OPOTA will be responsible for proving the Contractor with sufficient notification and information to permit the Contractor to schedule such activities. Payment for these activities will be the responsibility of OPOTA management. Should OPOTA and the Contractor fail to agree on pricing and other arrangements for a special event, OPOTA reserves the right to obtain such services from another source.

19. The Contractor must provide meals based on the following schedule:

- Breakfast 7:00 a.m. to 7:45 a.m.
- Lunch 11:30 a.m. to 1:00 p.m.
- Dinner 5:00 p.m. to 6:00 p.m.

However, the OPOTA management may infrequently change the meal time due to training or other operational reasons. If training exercises or programs are being conducted offsite during the breakfast or lunch meal times, the Business Manager may require the Contractor to prepare coffee for students and staff. However, it is the OPOTA responsibility to arrange for delivery. There is one (1) scheduled coffee break in the morning and one (1) in the afternoon. Coffee, tea and soft drinks will be made available during these breaks. The OPOTA staff may require snack foods be served during special events. The OPOTA will pay for these additional items. Due to off-site training requirements, on occasion, the dining facility may be required to prepare box lunches for the students and staff. Reasonable notice will be given to the food service manager. The cost of the box lunch will be equal to a meal prepared and served in the dining facility. **Special note: Friday night evening meal will not be required. Meals will not be prepared or served on days the OPOTA is not in operation. This may include weather closures and/or low student enrollment. This schedule will be shared with the Contractor as soon as practical.**

The Contractor's meal guarantee will not apply during scheduled Academy closings for state holidays and the two-week period during the Christmas and New Year holiday's. The Contractor's daily management fee for these scheduled Academy closings will be allowed. The Contractor's minimum guarantee will not apply because of any scheduled closings due to repair, renovations or refurbishing of the Academy or any of its operating or mechanical equipment systems or unscheduled or unforeseen Academy closings caused by electrical, heat or water problems, weather conditions, civil emergency, cancellation of classes due to lack of enrollment or other unanticipated conditions or situation which results in the closing for more than one (1) day. The Academy will advise the Contractor of such closings. The Contractor will be advised as soon as possible by the Academy as to the anticipated time conditions will be normalized and classes are scheduled to resume. No management or meal fees will be invoiced during scheduled or emergency closures unless authorized by the Business Manager. Lastly, the Academy will not pay for food which does not conform to food service standards relative to quality, temperature, quantity and timing.

20. During the work day, there will be two (2) coffee breaks. One (1) in the morning and one (1) in the afternoon. The Contractor will be requested to provide freshly popped popcorn during the afternoon break period, Monday through Thursday. The cost of the popcorn will be included as a separate item on the Bid Price Pages and monthly invoice.
21. The Contractor will be required to coordinate with the Business Manager in meeting the food service needs of the OPOTA Dining Facility. **A master menu should be provided with the bid response which lists the portion size of each item and nutritional contents.** An emphasis must be made to provide heart healthy/healthy choice foods.
22. The Contractor will provide a four (4) week cycle menu to the Business Manager projecting the items for all scheduled meals. Any alterations or changes in menu content must be approved by the Dining facility Manager. **A copy of a sample four (4) week cycle menu should be provided with the bid response.**
23. The following menu suggestions are a minimum requirement for this project. Condiments are to be in individual sealed packets or bottled in original containers. They will include as a minimum peanut butter, jelly, apple butter, ketchup, mustard, mayonnaise, steak sauce, soy sauce, butter, margarine, and hot/tabasco sauce.

A. Breakfast minimum requirements:

- Hot and cold food items and various fresh fruits, cereals, juices, milk, tea and coffee;
- Bagels, Bread and or toast;
- Milk will be both skim and 2%. Tea and coffee, regular and decaffeinated, are to be freshly brewed.

B. Lunch minimum requirements:

- Choice of two entrees
- Choice of potato or starch (pasta) food
- Choice of two vegetables
- Choice of two desserts
- Choice of bread or rolls
- Butter or margarine
- Choice of beverage to include skim and 2% milk, coffee, tea, hot chocolate, fruit juices, lemonade, water and soft drinks
- One soup

C. A salad bar shall be available for lunch and must contain at a minimum, the following:

- Assorted Lettuce
- Tomatoes
- Carrots
- Onions
- Radishes
- Celery
- Mushrooms
- Fruit (fresh or canned)
- Broccoli
- Cauliflower
- Grated cheese
- Cottage cheese
- Dill pickles
- Hard boiled eggs
- Diced meats
- Leaf Spinach
- Assortment of peppers
- Assorted Olives
- Sliced pepperoni
- Croutons
- Salad dressing (three regular and 3 non-fat)
- Cucumbers
- Bacon bits
- Potato or macaroni salad

Any changes to the product mix of the salad bar must be mutually agreed upon by the Contractor and the Business Manager.

D. Dinner minimum requirements:

- One Sandwich (ham, turkey, etc.)
- One bag of Chips (potato, corn, etc.)
- Two cold sides (pasta salad, coleslaw, etc.)
- One desert (cookie, brownie, etc.)
- Choice of beverage to include skim and 2% milk, coffee, tea, hot chocolate, fruit juices, lemonade, water and soft drinks

E. One or two times per year OPOTA may run Basic Training Courses. The Contractor will be required to provide hot dinner services during these times. OPOTA will provide approximately a one months' notice to the Contractor when these training sessions will take place.

F. All meals shall have beverages to include skim and 2% milk, fresh brewed coffee, tea, hot chocolate, soft drinks and fruit juices. The coffee and tea are to have both regular and decaffeinated.

G. The minimum acceptable quality of food is to be:

- All foods are to be fresh, frozen or canned.
- Beef will be USDA grade choice, yield 2 or 3.
- Pork will be USDA grade choice number 1.
- Veal will be USDA grade choice, yield 2 or 3.
- Lamb will be USDA grade choice, yield 2 or 3.
- Poultry will be US grade A, USDA inspected.
- Fish will be frozen. Fresh fish may only be served with prior approval of the Academy.
- Cured meats and sausages will be made according to federal and state laws.
- Cheese will be US grade A.
- Eggs will be US grade A.
- Milk and milk products will be US grade A, 2% butterfat and skim milk will be made available.
- Frozen foods will be US grade A fancy.
- Fruits and vegetables will be US grade A #1.
- Grains and grain products will be wholesome, free of contamination and purchased from a reputable vendor.

THERE IS TO BE NO USE OF MSG OR OTHER FOOD PRESERVATIVES. FOODS AND SALAD BAR ITEMS ARE TO BE FRESH. PRESENTATION AND SERVING OF FOODS MUST BE NEAT, CLEAN, PROFESSIONAL AND ATTRACTIVE.

H. The Contractor will insure the quantity of 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(s) contained on the menu at an additional cost to the student.

I. Ala Carte menu pricing will be posted and made available to the Academy staff and visitors.

24. The Contractor and the Business Manager will jointly develop and maintain a survey/questionnaire/complaint form. Survey forms will be made available to the dining students and staff on a daily basis. The negative issues shall be addressed as appropriate and made available for the Academy staff management and Business Manager to review and address.

A. The Contractor shall be responsible for addressing valid complaints and reporting the results to the Business Manager within five (5) business days.

B. The Contractor shall provide district-level support from their company to assist the on-site food-service manager. This will include training or consulting time to provide expertise, appropriate training and evaluation of services being provided. This district-level manager must visit the Academy dining facility a minimum of once (1) monthly. Upon completion of this visit, a written report shall be made and presented to the Business Manager to acknowledge a visit was made, the items discussed and any resolution of existing problems.

C. The Contractor shall, provide a cash register, popcorn popper machine, coffee and tea, and carbonated drink machine. These machines can be rented or leased by the Contractor. All other equipment owned by the State will be inventoried on an occasional basis at the discretion of the Business Manager. The Contractor will be responsible for proper usage of the State-owned equipment according to manufacturer specifications with oversight and maintenance at the expense of the State. All defective and/or damaged equipment should be reported immediately to the OPOTA Maintenance Personnel.

D. The Contractor shall record, tally and submit the following information to the Business Manager. The format will be mutually agreed upon between the Academy and the Contractor.

1. How much income was derived from the vending machine operation – 10 percent (%) of the gross income will be refunded/credited at least quarterly through the monthly OPOTA invoice.
2. Student participation in eating meals per setting per day – submitted weekly. These meals will be billed and paid for by the State. Additionally, student participation in purchasing additional meals, at their own cost, shall be submitted weekly.

3. Staff and/or visitor participation in eating meals per meal per day – submitted weekly. These individuals will pay for their meals at the time of dining. Occasionally, the Academy may have special visitors and/or guests. These individuals will be identified by the Academy staff management or Business Manager and their meal costs will be deferred and billed to the State. They are to be identified on the invoice as a separate line item and billed at the same rate as the students.
 4. Meals paid for by staff and/or visitors shall not be charged to the State.
 5. All invoicing documents are to be pre-approved at the start-up of this Contract by the Business Manager and/or Fiscal Officer to insure compliance and sufficiency with State policy.
25. The State maintains the right to conduct random inspections of the facilities and equipment used in this contract. The results will be provided to the Contractor.

Meeting Attendance and Reporting Requirements. The Contractor's project management approach must adhere to the following Project meeting and reporting requirements:

- A pre-performance meeting is required to select the reporting format, review performance requirements and method of reporting.
- The Contractor may have monthly meetings with the Business Manager to discuss meals and service. Times and dates will be mutually agreed upon.
- A monthly report is required in writing to the OPOTA Business Manager. The format will be agreed upon prior to project performance. A copy of said report is to be sent to the DAS contract monitor.
- An end-of-year final report is due not later than 30 days after each State of Ohio fiscal year to include details that have been reported monthly. A copy of said report is to be sent to the DAS contract monitor.
- Immediate Reporting – The project manager or his or her designee must immediately report any certified Project Team staffing changes to the Business Manager. A copy of said information is to be sent to the DAS contract monitor.

Link to Weekly and Monthly Stats: [AGO002_Weekly_Monthly_Stats.xls](#)

PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent order.

COST SUMMARY FORM - WITH NO MINIMUM GUARANTEE OF MEALS

Title: The Ohio Peace Officers Training Academy with Food Service Management UNSPSC CATEGORY CODE: 80161500

Cost per Meal:	\$ 3.60 (B)
Breakfast (B) -	\$ 5.80 (L)
Lunch and Salad Bar (L) -	\$ 4.86 (D)
Dinner (D) -	\$ 3.09 (P)
Popcorn price per pound (P) -	\$ 134.58 Daily Management Fee
Management fee per day -	\$ 4.88 Daily Average Meal Cost
Management fee per day for additional staff; if class size exceeds 40 per meal	\$ 135.00 Daily Fee for additional staff
Annual vending machine revenue rebated to OPOTA -	10 %
Not-To-Exceed Cost based on 1120 meals per week times 52 weeks - 58,240 meals per year. 58,240 meals x Daily Average Meal Cost =	\$ 284,211.20 NOT-TO-EXCEED COST
Addition of associate for Hot Meals for Dinner Monday through Thursday for a special classes	\$ 135.00 Daily Fee for additional staff
Addition of Hot Meals and Salad Bar for Dinner Monday through Thursday, for specified dates as directed by OPOTA for special class	\$ 5.25 (D) in lieu of boxed dinner for specified dates only

All expenses are to be embedded in one (1) price per meal to be reflected in the "cost per meal" except for the management fee. Daily average meal cost is to reflect all costs including management fees. All costs must be in U.S. Dollars. The State will not be responsible for any costs not identified. There will be no additional reimbursement for travel or other related expenses.

ECONOMIC ADJUSTMENTS: Pursuant to the Special Contract Terms and Conditions on page 3 and 4 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) located at: <http://www.bls.gov/news.release/cpi.t01.htm> 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	MEAL BREAK
FOOD	34.15%	34.15%	35.15%	35.15%
BEVERAGE	5.00%	5.00%	5.00%	5.00%
LABOR	39.94%	39.94%	39.94%	39.94%
MANAGEMENT	7.15%	7.15%	7.15%	7.15%
OPERATIONS	13.57%	13.57%	13.57%	13.57%
OTHER DEPRECIATION -	0.20%	0.20%	0.20%	0.20%

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT901314-1 (07/31/17)

DELIVERY: AS SPECIFIED PER THE
CONTRACT



000068172

AVI Foodsystems, Inc.
2590 Elm Road, NE
Warren, OH 44482

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Kris Painter

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