

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

MANDATORY USE CONTRACT FOR: FOOD SERVICE MANAGEMENT AT THE OHIO FIRE ACADEMY

CONTRACT No.: OT903414

EFFECTIVE DATES: 11/01/2013 to 10/31/2015
Renewal through 5/31/17 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903414 that opened on 08/28/13. 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.

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

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

*Denotes contract renewal with amendment 3.

Signed: _____
Robert Blair, Director Date _____

TABLE OF CONTENTS

CLAUSES

PAGE NO.

Award	3
Contractor's Index	17
Evaluation	3
Price Schedule	16
Special Terms and Conditions	3, 4
Specifications	5-15

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(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. 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 Dana Smith at (614) 752-7299 or Jeff Baucher at (614) 752-7173 during regular business hours to arrange for authorization to enter the facility.

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.

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 meeting all bid specifications and requirements listed herein.

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 Division of State Fire Marshal Designee.

SPECIAL CONTRACT TERMS AND CONDITIONS

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.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective sixty (60) 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".

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.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

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

- A. The Ohio Fire Academy offers a Basic Fire Fighting Course for individuals training to be fire fighters and special subject courses for advanced local and state fire service personnel in subjects relating to fire protection, investigation, and management.
- B. Special subject courses are provided throughout the year for fire service professionals. These courses are offered during the week and on weekends (Saturday and Sunday).
- C. The cafeteria shall provide meal service for students and visitors participating in the various education activities.
- D. Students attending the Basic Fire Fighting Course may reside at the academy for the course duration and will be provided two (2) meals daily, breakfast and lunch, Monday through Friday. Dinner will be offered only when there are night classes scheduled and as notified by Division of State Fire Marshal Designee and approved by the Division of State Fire Marshal Designee. 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.
- F. The Division of State Fire Marshal will not pay for food, which does not meet or conform to normal food service standards relative to quality, temperature, quantity, etc.

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 (OFA) who shall receive the services from the Contractor.
- C. Office of Procurement Services: 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 or enrolled as 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. Division of State Fire Marshal Designee: State Fire Marshall, Chief Deputy State Fire Marshall, Academy Superintendent and Assistant Superintendent, Administrative Assistant to the State Fire Marshall, or any other person designated by the Division of State Fire Marshal 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 food 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 master menu, 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.
- E. Bidder must provide company name, address, telephone number, and contact person of at least three facilities where the Bidder has provided vending services.
- F. 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
 - 1. The Contractor shall purchase all food, condiments, and supplies necessary for the food service operation. If, as and when food, condiments or supplies are found not to meet a fresh quality standard they shall be replaced with fresh food, condiments, and supplies.
- 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 Division of State Fire Marshal 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 (regular and decaffeinated), tea, fruit and vegetable juices (regular and low sodium), carbonated beverage products (regular and diet) shall 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 (in accordance with Section III, Paragraph V. "Applicable Standards and Laws")

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.

- a. The contractor must post and maintain hours of operation at the counter area.
- b. The Academy reserves the right to change the time of the meals due to operational and/or training necessities. The Division of State Fire Marshal 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 training day/box lunch must be provided for trainees, prior to their departure from the Academy. The Division of State Fire Marshal Designee will notify the Food Service Manager of the need for this service at a minimum of three (3) day advance notice for any training day/box lunch service required.

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 provided two (2) meals daily, breakfast and lunch, Monday through Friday. Dinner will be offered only when there are night classes scheduled and as notified by OFA. The Contractor will receive a minimum of two weeks advance notice for any meal service required on Saturday and/or Sunday.
4. Special Events are not part of this Contract. The OFA will procure their requirements in accordance with their direct purchase authority.

F. Menus

1. The Contractor will work in conjunction with the Division of State Fire Marshal 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 Division of State Fire Marshal 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 make available upon any request 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.
5. A La Carte Menus: SFM Employees will have the option to order from an A La Carte menu containing items like specialty sandwiches, hamburgers, chicken fingers and other specialty items. These menu items will not be made available to Academy students as these selections may not meet specific dietary guidelines set forth for Academy students. All A La Carte menu prices will be agreed upon in writing by the contractor and the Division of State Fire Marshal Designee.
6. 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 Division of State Fire Marshal Designee. The Contractor will cater to the tastes of the students by conducting periodic food preference surveys. The results of these food reference surveys shall be provided to Division of State Fire Marshal Designee and discussed prior to contractor making any changes to the menu. The Contractor shall work in conjunction with the Division of State Fire Marshal Designee to meet the needs of the Students. 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. Five days 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).

* Indicates the change from one hot breakfast a week to five with amendment one effective April 1, 2014.

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACTOR RESPONSIBILITIES (Cont'd)

F. Menus (Cont'd)

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.

c. Training Day/Box Lunch Guidelines

1. Certain course training schedules require lunch to be provided at the training site for students and instructors who participate in hands-on training at the Academy and occasionally at off-site facilities. Due to the intense physical requirements and the potential for dehydration, a nutritious lunch is required. The training day/box lunch guidelines provided 1 shall be followed when preparing a nutritious lunch for the students and instructors.
2. Sandwiches and wraps shall not be prepared the night before. Wraps shall consist of the same ingredients as a sandwich.
3. To reduce costs and waste, boxes may be used when lunch is provided on the Academy grounds, unless absolutely necessary. Lunch for training days shall be packed in coolers just prior to being picked up for the noon-time and/or evening meal period.
4. Food shall be packed in separate coolers (Coolers will be provided by the Division of State Fire Marshal Designee) for sandwiches/wraps, individual containers of pasta/potato or other salad and fruit with each item labeled to identify the type of sandwich or salad. (All salads must be kept at 38° until just prior to serving.)
5. Beverages shall consist of 12-16 ounces of Juice or vitamin water in a plastic bottle (no glass containers) and served cold.
6. Chips/pretzels and cookies do not need to be refrigerated.

d. Instructor Lunches for Training Days

1. Instructors shall be provided a choice of Sandwich/Wrap and salad options for training days to offer a variety for staff instructing on a consistent basis. These shall be placed in a separate cooler with the instructors name on the selected item(s).
2. The Division of State Fire Marshal Designee will provide the Contractor a list of Instructor choices one week prior to the week of training. The cafeteria staff shall use the guidelines specified in section VI, F, e. to prepare the meal.

e. Training Day/Box Lunch Guidelines

1. Sandwich or Wrap (Wraps can be provided as an alternative to a sandwich.).
 - a. Bread such as a Kaiser roll or soft large-style bun or pretzel bun (Sliced bread is not recommended for Training Day lunches unless the bread is large deli-style grain bread).
 - b. Meat- 3 slices (ham, turkey, salami or roast beef) chicken salad or tuna salad may be offered for sandwiches (Only if requested).
 - c. Lettuce & Tomato (Items must be fresh and provided for all sandwiches/wraps).
 - d. Cheese- 2 slices (American, Swiss, Colby, provolone, etc.).
2. Condiment packets (mayo, mustard, etc.).

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACTOR RESPONSIBILITIES (Cont'd)

F. Menus (Cont'd)

3. Bag of Chips or pretzels (regular or baked).
 4. Piece of fruit (apples, oranges, bananas or tangerines) (contractor may provide an assortment).
 5. Pasta, potato or other salad (individual container with fork or spoon) (salads must be kept at 38° until served).
 6. Cookies- one large size or two regular sized cookies.
 7. Beverage-selection- 12-16 ounces (variety of juices in large plastic bottles, bottled water, Vitamin water, etc.).
 8. Napkin.
7. Contractor shall provide a properly maintained and restocked salad bar (in accordance with Section III, Paragraph V. "Applicable Standards and Laws") for both 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)

8. 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.

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

- a. Any changes to the product mix of the salad bar must be mutually agreed to by the Contractor and the Division of State Fire Marshal Designee and reduced to a written agreement.
9. 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 (minimum 2 snack choices that are not repetitive for each day) based on the Level of Intensity ranking and can be used to fulfill caloric recommendation within the Contract.
- a. 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.
 - b. Division of State Fire Marshal Designee will confirm with the Food Service Manager whether the snack is for AM or PM.
 1. Snacks must be portable for student pickup and consumption at the training site.
 2. Snacks must be individually wrapped, either by manufacturer or Contractor personnel.
 3. 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.

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACTOR RESPONSIBILITIES (Cont'd)

F. Menus (Cont'd)

c. 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

10. The Contractor has the option to offer a wider selection of ala carte food items to students attending the Basic Fire Fighting Course.
11. 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 its original container or sealed in individual containers.
12. 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.

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 startup 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

1. The regular cleaning and housekeeping of the food preparation areas will be the responsibility of the Contractor. This includes but is not limited to the cafeteria kitchen and microwave in the vending area and daily removal of trash in the kitchen. The Contractor will be responsible for the thorough cleaning of the kitchen and dining area, as well as, the removal of trash when meals are served on weekends. Dumpster banks are provided to the west of the Main Building for trash disposal. The Administration Maintenance will be responsible for the cleaning of light fixtures, dining room floor maintenance, walls and windows.
2. During the month of December, during shutdown of academy classes, the contractor shall be responsible for a deep cleaning of the kitchen, freezers, storage and dish washing areas. (All equipment, walls, ice maker, under counters, floors, freezers, storage areas, housecleaning closet and kitchen restrooms). All outdated perishable foods, or foods that will become perishable before services begin again, will be removed from the kitchen and storage areas and placed in the garbage.

SPECIFICATIONS AND REQUIREMENTS

VI. CONTRACTOR RESPONSIBILITIES (Cont'd)

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. An appropriate number of Contractor Staff shall be provided for efficient food preparation, service and cleaning. Customer Service is a priority and staffing shall be adjusted proportional to the anticipated customer load. The Division of State Fire Marshal reserves the right to request additional Contractor Staffing to serve the customers. Meetings will be held to discuss and evaluate as needed with management and/or kitchen staff.

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.
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 Division of State Fire marshal a minimum of once each month and meet with Division of State Fire Marshal Designee.
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 Division of State Fire Marshal Designee. 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.
5. Cafeteria staff shall be required to eat meals in the dining room or in another room off of the kitchen. Staff shall not eat in the kitchen area.

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

1. Uniforms shall be maintained, laundered and present a professional appearance.

L. Supervision of Contractor's Employees

1. Division of State Fire Marshal and its designees shall have no direct control over the employees of the Contractor.
2. Division of State Fire Marshal and its designees 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 must be forwarded to the Division of State Fire marshal for all Contractor employees working at the Division.

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. Approved snacks, candy and gum
2. Canned non-alcoholic beverages
3. Hot beverages (coffee, hot chocolate, tea, soup, etc.)
4. Currency changer (dollar bill)
5. Microwave unit

SPECIFICATIONS AND REQUIREMENTS

VII. VENDING MACHINES (Cont'd)

- 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.

VIII. CONTRACTOR ACCOUNTING PROCEDURES

- A. The Contractor shall maintain records for daily meal count for each student participating at each meal service. Division of State Fire Marshal Designee shall 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 Division of State Fire Marshal Designee) 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 on the invoice.
- D. Upon request, the Contractor must provide total dollar volume for vending and cafeteria sales to Division of State Fire Marshal.

IX. BILLING

- A. The Contractor shall prepare a monthly invoice 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 Division of State Fire Marshal Designee 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 (dinner census when appropriate) 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 FFI and FFII class. A copy of the Ohio Fire Academy annual course schedule is available at the Academy.
- B. 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.
- C. 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)

D. 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

OAKS ID	MEAL TYPE AND/OR MANAGEMENT TYPE	ESTIMATED ANNUAL USAGE	FIRST YEAR	SECOND YEAR	* THIRD –FOURTH YEAR
			11/01/13 – 10/31/14	11/1/14 – 10/31/15	11/1/15 – 5/31/17
			COST PER MEAL	COST PER MEAL	COST PER MEAL
** 4544	BREAKFAST	4,000 Meals	\$ 4.95	\$ 5.35	\$ 5.60
	LUNCH	8,500 Meals	\$ 6.90	\$ 7.10	\$ 7.31
	(1) DINNER	4,000 Meals	\$ 6.75	\$ 6.98	\$ 7.18
	(2) DAILY MANAGEMENT FEE (MONDAY-FRIDAY)	251 DAYS	DAILY FEE \$ 166.66	DAILY FEE \$ 171.66	DAILY FEE \$ 176.66
	(2) (3) DAILY MANAGEMENT FEE (SATURDAY-SUNDAY)	104 DAYS	DAILY FEE \$ 186.66	DAILY FEE \$ 191.66	DAILY FEE \$ 196.66
	Volume percentage offered for the sale of products through vending machine operation at the Academy				7 %

* Third - Fourth year pricing applies to the contract renewal period.

** Indicates the change in price from one hot breakfast to five hot breakfasts a week.

- (1) Dinner will be offered only when there are night classes scheduled and as notified by OFA.
- (2) An appropriate number of Contractor Staff shall be provided for efficient food preparation, service and cleaning. Customer Service is a priority and staffing shall be adjusted proportional to the anticipated customer load. The Division of State Fire Marshal reserves the right to request additional Contractor Staffing to serve the customers. Meetings will be held as needed with management and/or kitchen staff to discuss.
- (3) Saturday and/or Sunday meal service will be on an as-needed basis. The Division of State Fire Marshal 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					
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)
42.60%	39.69%	0%	0.40%	7.33%	9.98%
COST ALLOCATION FOR MANAGEMENT FEE					
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)
100.00%	0%	0%	0%	0%	0%

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000068172
AVI Foodsystems, Inc.
2590 Elm Road, NE
Warren, OH 44482

CONTRACTOR'S CONTACT: Kris Painter

BID CONTRACT NO.: OT903414 *

DELIVERY: As Specified

TERMS: Net 30 Days

Telephone: (614)-436-7120
Toll Free: (877)-773-5577
Fax: (614)-436-1592
E-Mail: kpainter@avifoodsystems.com

*Denotes removal of contract expiration date.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
4	12/07/16	Notice of non-renewal of contract beyond 05/31/17.
3	11/01/16	Contract renewal for seven months, effective 11/01/16 – 05/31/17.
2	11/01/15	Contract renewal for twelve months, effective 11/01/15 – 10/31/16.
1	04/01/14	To indicate the change from one hot breakfast to five hot breakfasts a week.