Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
STATE OPERATIONS – PURCHASING AND CONTRACTS
RESERVE FORCES SUPPORT CENTER
3423 N. MARTIN LUTHER KING JR BLVD, SUITE 320
LANSING, MI 48906

NOTICE OF CONTRACT NO. 511B5500015

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Choice Services, Inc 125 OTTAWA AVE NW, SUITE 368 Grand Rapids MI 49503	NANCY HAASER JONES	nancyhaaser@hotmail.com
	TELEPHONE	**CONTRACTOR #, MAIL CODE**
	616 458-3504	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER:	DMVA	James Fuller	989-354-6286	*JAMES.FULLER@ANG.AF.MIL*
BUYER:	DMVA	Jared Ambrosier	517-481-7655	ambrosierj@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: Food Service at the Alpena Combat Readiness Center

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
One Year	5/12/15	5/11/16	One, Two year option
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
10 days 1%	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ YES ☒ NO

MINIMUM DELIVERY REQUIREMENTS:

N/A

MISCELLANEOUS INFORMATION:

N/A

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	**$86,808**

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #051115B0003738**. Orders for delivery will be issued directly by the Department of Military and Veteran Affairs through the issuance of a Purchase Order Form.**

Notice of Contract #: 511B5500015

FOR THE CONTRACTOR:	FOR THE STATE:
Choice Services, Inc	Kimberly Graham
Firm Name	Signature
Nancy Haaser-Jones	Kimberly Graham Buyer Manager, CPPB
Authorized Agent Signature	Name/Title
Nancy Haaser-Jones	Department of Military and Veteran Affairs
Authorized Agent (Print or Type)	Enter Name of Agency
5/11/2015	5/14/15
Date	Date

STATE OF MICHIGAN
Department of Military and Veterans Affairs

Alpena Combat Readiness Training Center Food Service Contract

CONTRACT NO. 511B5500015

Buyer Name: Jared Ambrosier
Telephone Number: 517.481.7655
DMVA, State Operations, Purchasing and Contracts
E-Mail Address: ambrosierj@michigan.gov

Schedule A
STATEMENT OF WORK
CONTRACT ACTIVITIES

Background

The Alpena CRTC Appropriated Fund food service operation consists of two dining facility, The Thunder Bay Dining Facility and Small Dining Facility. These facilities are dedicated to providing full meal service and meeting the nutritional needs of Department of Defense (DOD) personnel who frequent the facilities. The Thunder Bay and Small Dining Facilities are full service dining facility to include carry out service.

The primary customers at these dining facilities are Essential Station Messing (ESM) recipients. These are military personnel who are allotted rations in government dining facilities at the expense of the government. Secondary customers are military personnel who wish to and are granted permission to dine in the facility at their expense. Organizations such as local Boy Scout troops occasionally dine in the dining facility upon permission from the installation commander. The installation commander may authorize dependents and guests to occasionally eat in the dining facilities.

State Responsibilities to the Contractor

The government shall provide the facilities, fixtures, equipment, materials and services listed here or in Technical Schedule G.

I. **Facilities**. The government shall furnish or make available facilities described in Technical Schedule G. No alterations to the facilities will be made without specific written permission from the contracting officer.

II. **Equipment.** The government will furnish the equipment listed in technical Schedule G.

III. **Equipment Inventory**. An inventory of Government-furnished equipment must be done not later than 5 calendar days before the start of the contract performance period, and not earlier than 10 calendar days before the completion of the contract period (including any option periods). The contractor and a government representative (identified by the contracting officer) shall conduct a joint inventory of all Government-furnished equipment and the contractor shall sign a receipt for all equipment provided by the Government. Items of equipment missing or not in working order shall be recorded and the contracting officer notified in writing. The contractor and the government representative shall jointly determine the working order and condition of all equipment and document their findings on the inventory.

IV. **Equipment Loss or Damage.** The contractor shall submit requests for replacement of government-furnished equipment to the food service manager for processing. Such requests shall specify the reason for the replacement request.

V. **Materials.** The government will replace materials that are lost due to fair wear and tear up to 10% of the inventory. The contractor will replace, with like items, any loss over 10% of the inventory. Any additional stock that is needed above the initial inventory will be at the Government's expense.

VI. **Subsistence.** The government provides all food.

VII. **HAZMAT** All HAZMAT materials needed for daily cleaning and sanitation. Any additional items brought on the base require approval through the Alpena CRTC HAZMAT Pharmacy

1.1 Contractor Requirements

A. The contractor shall, except as specified in this Statement of Work (SOW) as government furnished property or services, provide all personnel, supervision, and any items and services necessary to perform full food services at Alpena CRTC, MI ANG as defined in this SOW. The contractor shall perform the requirements in this SOW and conform to the professional standards identified in this contract, and shall follow all applicable instructions and directives as identified by this SOW.

Contractor tasks include, but are not limited to, the following: Contract Management, cooking, food preparation serving and replenishing food, cleaning facilities, equipment, and utensils, preparing vegetables and fruits for the salad bar, cleaning tables in dining areas, performing cashier services, handling foods, supplies, and equipment, maintaining quality control, ensuring daily preventive maintenance and minor repair of food service equipment, and in the event of contingency, perform all required tasks to include continued service.

B. **Customer Eligibility**. The primary customers at these dining facilities are Essential Station Messing (ESM) recipients. These are military personnel who are allotted rations in government dining facilities at the expense of the government. Secondary customers are military personnel who wish to and are granted permission to dine in the facility at their expense. Organizations such as local Boy Scout troops occasionally dine in the dining facility upon permission from the installation commander. The installation commander may authorize dependents and guests to occasionally eat in the dining facilities. Cashiers will refer to the military shift leader or the dining facility manager to verify customer eligibility when in doubt. The contractor will ensure only authorized individuals are served.

Operational Requirements and Specific Tasks

C. **Menu Boards**. Post and maintain all menu boards. Post menu and prices at the entrance to the dining facility for all meals during the day before the start of each meal. Post menu and price changes within 30 minutes of notification.

D. **Subsistence and Material Handling**. The Contractor will assist the State employee shall comply with Air Force Golden Eagle Receiving and Storage Standards and receipt for all Prime Vendor delivered items. The Contractor will assist the State employee in visually inspecting one hundred percent of items received for deterioration or damage and physically check temperatures on all refrigerated and frozen foods for compliance with the FDA Food Code. Receiving personnel shall reject all items that appear damaged or not delivered at the proper temperature as specified in the FDA Food Code. Put away stock in storeroom upon receipt using First In First Out (FIFO).

E. **Food Preparation**. The contractor shall request bulk foods using the Air Form 148 to request subsistence from the State Worker. and issued to the senior cook for each meal Accomplish the food preparation tasks listed on Food Service Production Log in accordance with (IAW) the AirForce Automated Recipe Service. Progressively prepare food items to ensure optimum freshness, flavor, color, texture, and nutritional value.

F. **Service of Food**. The contractor shall comply with AFI 34-239, AFI 34-239 ANG Supplement, AFMAN 34-240, and FDA Food Code, using the standard recipes on the Air Force Food Service Automated Recipe Service software program. The contractor will use the Air Force Worldwide

Menu and will serve food in standard portions, IAW Air Force Golden Eagle Line Serving standards unless the patron request smaller portions. Contractors shall move full serving containers to serving lines and remove containers. Perform standard cross panning procedures and maintain proper temperature on serving lines. Set up and close down serving lines IAW the Food Service Production Log. Have serving line set up 15 minutes prior to each meal and remain open 15 minutes after each meal. Prepare short-order items such as hamburgers; hot dogs, and French fries in advance only to the extent necessary to meet the required customer flow through the serving line, ensure that patrons can be served at the rate of 5 guests per minute.

G. **Carryout Service**. The contractor shall make up boxes or containers, assemble, and pack the meal components for pickup by others. Contractor will use Government-furnished carryout boxes and containers for distribution to customers.

H. **Table Cleaning Service**. Clear, clean, and sanitize dining room tables, chairs, or benches at a rate sufficient to ensure availability to customers. Replenish dining table items (napkins, salt, pepper, condiments, etc.) so that they are available to all patrons without waiting. Sweep and clean up spill with-in 15 minutes of being notified of incident.

I. **Meals Served Away from the Dining Facilities.** Provide meals away from the dining facilities, at locations, and at times listed in Technical Schedule G on a regular basis. Meals may be required during base alerts, operational exercises, or during natural or simulated emergencies.

J. Flight Kitchen. The contractor shall provide flight meals, snack meals, and bulk foods to authorized guests, in accordance with AFMAN 34-240, Air Force Golden Eagle, Flight Feeding Standards and the local menu. Bulk foods, coffee, prepackaged frozen meals, and packaged operational rations shall not count as meals served by the contractor for contract payment purposes. The Government furnishes all subsistence, including operational rations. Furnish priced menus for flight meals and snack meals from Dining Facility Manager in the event that customer support requires priced menus. Provide meals ordered at least 2 hours in advance of the time requested. No notice meals shall be available within 30 minutes of notification; bulk food within 1 hour of notification.

K. **Food Service Accounting.** Contractor will use the Government Food Service Accounting procedures (according to AFMAN 34-240).

L. **Cashier Services.** Perform cashier duties for each meal to maintain a flow rate of guests to correspond with serving line flow rates specified in this contract. Provide sufficient personnel to ensure that patrons can be served at the rate of 5 guests per minute main serving line and 3 guests per minute on short order serving line or breakfast line.

M. **Sanitation Requirements**. The contractor shall comply with all Federal and Air Force mandated sanitation requirements. AFI 48-116 Food Safety Program all chapters

N. **Housekeeping Services** The contractor shall cleanup those areas that immediately affect customer service to include appearance of the dining facility.

O. **Floor Cleaning**. Clean floors so that no visible dirt or dust remains on floors,floor mats or runners, in corners, behind doors, or under furniture and equipment. Do not place chairs on tables at any time. Spot clean floors to remove food spills and debris as needed.

P. **Lavatories.** Spot check lavatories during meal times to ensure tidiness and supplies are available. Prior to each meal the contractor will clean toilets, urinals, wash bins, slop sinks, and partitions with a germicidal detergent solution provided by the Government. Descale toilets and

urinals as required. Proper cleaning removes all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces.

Q. **Other Cleaning**. Clean and sanitize dishes, pots, pans, kitchen, clipper and dining areas in accordance with the FDA Food Code.

R. **Other Housekeeping Tasks.** Replace all burned out light bulbs and fluorescent tubes except where the lights are 10 feet inside and outside the assigned facilities, with government-furnished bulbs and tubes, within 24 hours.

S. **Facility Turn Over.** The Contractor will follow the dining facility turn over checklist when receiving or returning the facility back to the government.

T. **Waste Management**. The contractor shall assist the government by complying with the base recycling program. This may require segregating reusable/recyclable waste materials by type. Remove the recyclable material from the dining facility and deposit in designated bins. Overflowing material must be taken to building 35. The government shall retain ownership of all reusable waste materials. Non-reusable waste materials (trash and garbage) will be removed from the facility by the contractor using a government-approved method.

   a. All HAZMAT materials brought on the base shall be approved by HAZMAT Pharmacy.

U. **Grounds Maintenance:** The contractor shall clean and maintain the grounds around each facility indicated in Technical Schedule G. Contractor personnel shall:

   a. Sweep and clean in and around dumpster area, entrances, exits, and sidewalks as required within 15 feet of the facility, maintaining a neat and clean facility appearance at all times. Cleaning includes removing all paper, trash, food items, and cigarette butts from the area.

   b. All entrances, exits, and sidewalks leading to and from the facility must be free of snow and ice prior to and throughout each meal period

V. **Contractor Personnel Meals**. Contractor personnel shall not consume food from the dining facility unless it is for quality control purposes (taste testing) only.

W. **Contractor Furnished Items and Services.** Except for those items or services specifically stated as government-furnished or government reimbursed and Technical Schedule G, the contractor shall furnish everything required to perform this contract, to include:

   a. **Commercial telephone service**. The contractors will furnish their own commercial telephone/Fax. They may work with the Alpena CRTC Communication Squadron to establish this line, if necessary.

   b. **Special Functions.** The contractor shall decorate the Thunder Bay Dining Facility with government provided decorative materials for holidays and special occasions. Decorative materials will also include government provided flower arrangements. This will include the decoration of the entranceway to the Thunder Bay Dining Facility, the dining area and serving line area to include setting up the serving line of the Thunder Bay Dining Facility.

   c. **Preventive and Required Maintenance.** Perform preventive and required maintenance in accordance with manufacturer's instructions on all equipment. The contractor shall

submit an equipment maintenance plan no later than 30 days after contract start date. The plan shall specify when preventive maintenance is accomplished and how maintenance and repairs are documented. The contractor shall provide all materials and supplies necessary to perform preventive and required maintenance.

d. **Housekeeping Supplies, Materials, and Equipment**. Except for items specifically stated as Government-furnished or government reimbursed, the contractor furnishes everything required to perform this contract.

e. **Uniform Requirement**. The uniform will consist of matching or color coordinated hats, shirt, slack, and steel toe shoes and remain clean and serviceable. The contracting officer will approve the types and colors of uniforms as well as the standards of dress for supervisors and cashiers before the contract start date. The Contractor will provide all protective equipment to include food service gloves, hair nets, beard nets. The Contractor will submit on protective equipment to the Contracting Officer within 30 days after contract start date to ensure compliance with AFI 48116.

Choice Services understands these requirements and will provide red uniform shirts and baseball hats for FSW, Cashier, and Cooks. Project Manager/Shift Leader will be provided a white lab coat, black apron, and black baseball hat. Cooks on the serving line will also wear black aprons for professional appearance while serving patrons.

X. **Meals provided during alerts, exercises, and emergencies.** For locations or times other than listed in Technical Schedule E, the contractor shall prepare and place meals in hot food carts, insulated container, or other suitable containers by the times requested. At the requesting agency's option, furnish ground support meals rather than hot meals. The contractor shall provide these meals with necessary silverware and condiments to a Government representative assigned to pick up the meals. That representative shall have a list of the eligible customers with identification numbers or cash forms each as appropriate. The government representative shall be required to sign for meals received and all equipment using AF Form 1297 and attach to the list of customers. He or she shall certify that the printed entries represent meals issued during the specific alert, exercise, or emergency in progress. The government representative shall be responsible for returning all equipment and service ware furnished. If he or she does not, the contractor shall contact the Food Service Manager who shall either get the property or reduce the contractor's inventory accordingly.

Y. **Carryout services.** Will be provided IAW the AFI 34-239 and AFMAN 34-240

Z. The State reserves the right to refuse admission to any of its facilities or programs to any member of contractor's staff who fails to maintain proper credentialing, fails to meet applicable state, federal or industry standards of care and practice or who may compromise the security of the facility, its members and staff.

AA. The Contractor shall acknowledge in writing that neither this contract nor any subsequent contract creates a co-employer-employee relationship between the Contractor and the State or between the Contractor's employees and the State. The Contractor shall inform each of its employees in writing that the State is not the employer of the Contractor or the Contractor's employees and that the State is not a co-employer of the Contractor's employees. The Contractor agrees to have each of its employees assigned to the DMVA proposed location acknowledge the same in writing

and agrees to maintain current documentation concerning the employment relationship referenced in this paragraph in each of the contractors employee files.

Additional Contract Activities

2. Acceptance

2.1 Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

Quality Control Program. The Contractor shall establish, through an independent function, a quality program, which shall encompass all aspects of the contract. The Contractor shall implement the quality program in accordance with the Quality Program Plan (QPP). The QPP shall include the following:

Quality Control (QC). The Contractor shall develop and maintain a QC inspection system that encompasses all functions of the contract. The QC inspection system shall satisfy the requirements in the Inspection of Services clause in the RFP and resultant contract and shall be designed to keep the Contractor's management informed of all issues affecting quality. The QC records of inspections shall indicate the nature and number of observations made, the number and type of deficiencies found, and the nature of corrective action taken as appropriate.

Quality Assurance (QA). The Contractor shall develop and maintain a QA program ensuring the Governments interests are protected. **The attached Quality Assurance checklist will be used to address the concerns of the Government**. **The Contractor shall identify by a letter of delegation to the Base Contracting Office the person authorized to ensure quality control issues are addressed., other areas to be identified by delegation include, scheduling, quality control, supervision, etc.**

The Contractor shall maintain adequate records of all audits and inspections. The QA records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the nature of corrective action taken as appropriate.

Quality Status Reports (QSR) shall be generated on a monthly basis. Details of audits and inspections accomplished, significant deficiencies noted, trend analysis of contract performance, and current status of all issues yet to be resolved shall be provided. QSRs shall be distributed to the Contractor's program management and Government representatives concurrently. At a minimum, the QSRs must include metrics which verify whether the performance standards in the Service Delivery Summary have been met.

The QA function shall ensure that timely and effective corrective action is obtained for all deficiencies identified by the Government. All deficiency responses shall include identification of the cause of the deficiency to preclude recurrence and an analysis of the quality program's effectiveness in the area of the deficiency.

The QA function shall develop and maintain a training program designed to ensure all Contractor personnel are clearly aware of the contractual requirements and are current with any changes throughout the life of the contract.

The QA function shall conduct special inspections at the contracting officer's or site commander's written request. Results of the inspection or audit will be provided, in writing, in a timely manner.

Management Involvement. Personnel performing management functions shall have distinct, well-defined, duties and responsibilities within the quality program.

Inspection Instructions. Inspection, auditing, and testing shall be prescribed by clear, complete, and current instructions. The inspection instructions shall include the specific criteria for approval and rejection of services that will be used in each inspection or audit; checklists may be used for this purpose. The Contractor's inspection instructions shall be documented and shall be available for review by the Government representatives throughout the life of the contract. The Contractor shall notify the on-site Government representatives in writing of any changes to their inspection instructions.

Phase-In. The contractor shall provide a complete phase-in plan to ensure a smooth transition in the change of work effort. The plan shall be submitted to State project manager as part of the proposal.

2.2 Training

The contractor shall provide necessary training to employees and maintain records of all training on-site and have them available for government review. This training can be in certificate form or sign-in roster and tracker on a spread sheet per employee. In addition, contractor employees shall receive the government provided training listed below. There may be additional training requirements not on this list that will need to be tracked

The Government will provide annually; Food Handlers, Blood Borne Pathogens,Hazcom, Equal Opportunity, and Fire Safety Training, All training courses will be instructed by a qualified person assigned to the specific area.

The contractor will instruct annually; Ladder Safety, Broken Glass Disposable, Can Lid Disposable, Walkway Safety, and Stairway Training. The training will be government provided video, presented by the contractor.

The contractor shall ensure that contract supervisors receive food handlers training from an individual designated by the Director of Base Medical Services (DBMS). This training class is approximately one hour in length. All non-supervisory employees will be trained in food handling techniques by contract supervisors that have attended the food handlers training course. Refresher training is repeated annually or as often as necessary for personnel to be aware of their responsibilities in safe food handling.

All contractor employees using the Inventory Management Software shall receive government provided training prior to using system.

Management will provide the following training: Cooks**,** food preparation, ordering , serving procedures, and menu planning.

Accounting Procedures. The contractor shall follow Air Force subsistence and accounting procedures according to AFMAN 34-240 and shall document all food received, issued, and transferred between facilities.

3. Staffing

3.1 Contractor Representative

The Contractor must appoint *a site manager* individuals, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the “Contractor Representative”).

The site manager or alternate shall be available as necessary to meet at Alpena CRTC with government personnel designated by the contracting officer to discuss problem areas. After normal duty hours, the manager or designated alternate shall be available for 2 hours after the normal duty hours. At a minimum, the site manager shall be Serve Safe qualified, have a minimum of 5-years experience in the food service industry, and a minimum of 2-years food service management experience. Additionally, site

manager and alternates must be able to read, write, speak, and understand English. The positions shall at no time be vacant.

This section of the proposed work plan must indicate the contractor's ability to assure that on-site, adequate, competent supervision and staffing is provided at all requested times. Contractor's response must include a thorough overview of how contractor will manage the contract location and proposed staff, along with a detailed description of the competence of the personnel whom contractor intends to assign to the project location.
qualifications will be evaluated by education and/or experience as described. Each staff person must meet the minimum educational requirements, and specifically meet the experience and background for projects similar to what is described in this contract.

Emphasis during the State's evaluation will also be placed on the qualifications of education and experience, and the Manager's and/or Supervisor's management *time dedicated to this project*, as well as other Key Personnel who would be assigned to work on this project.

Description of proposed personnel should include where these personnel will be physically located during the Contract. In addition, all key individuals should be identified specifically by name and title / project role, and where these personnel will be physically located during the Contract. (Note: Contractor must include current copy of applicable licenses and/or registrations of proposed staff with their proposal).

Onsite Project Manager, **Terri Denison** Lives 5 minutes from base. Started as Food Service Worker in 2000 and performed these duties through 2001. Trained and performed Cook duties, 2002-2006, Trained and performed Shift Leader duties 2007-2009, Trained and performed Project Manager duties 2010-2014. Terri has hands on experience in all areas of this project and is a leader with excellent communication skills. She understands and implements Choice Services philosophy of business to do whatever it takes to make the units/soldiers completely satisfied.

Onsite Shift Leader, **Keeley Knapp** Lives 5 minutes from base and has flexible schedule to work all shifts. Worked on base at the River Club from 1998-2008 in all areas of this food service facility. She developed a hard work ethic through this long time career experience and has a good working knowledge of the military expectations. In 2009, she took this practical hands on experience as a Cook at a local Senior Center. In 2010-2011, she worked for Contractor, Alpena Food Service at CRTC as Food Service Worker and Cook. In 2012-2015, Choice Services recognized her leadership qualities and trained/mentored her to be a Shift Leader. She did an excellent job in this role and quickly gained leadership **Onsite Shift Leader**, **Mandy Sylvester** Her attention respect from staff. Her attention to detail and motivating personality was a great asset to the operation.

Onsite Shift Leader, **Mandy Sylvester** Lives 5 minutes from base. Mandy comes to us with a full working knowledge of a commercial restaurant business. She served as a Regional Manager from 2006-2014 of a restaurant franchise where she was responsible for the oversight and management of all facets of their food service operations. She has also worked as Food Service Worker, Cook, and Shift Leader from 2013-2014 for Choice Services when we recognized her management style and restaurant experience valuable to our operation.

The Contractor must notify the Contract Administrator at least *15* calendar days before removing or assigning a new Contractor Representative.

3.2 Staffing Requirements

Cook 1 - Performs tasks in preparing a variety of cooking and food preparation tasks for units in training. Follow the instructions of the Cook 2. Responsibilities include; organizing and cooking of such items as soups, sauces, main entrée, salad item, starches, vegetables, and beverages as directed by the food production log. Prepares food to be served at other locations as outlined in Tech Schedule G. Other duties includes serving food, cleaning, safety and sanitation procedures, time and dating of food items, recording temperatures, and other general kitchen duties as needed. Will use a Government Vehicle to

transport, prepared food, beverages, supplies, and equipment and serve item at other location as directed. Use of government vehicle requires a valid driver's license

Cook 2 – Independently performs tasks in preparing a variety of cooking and food preparation tasks for units in training. Directs, leads and trains the Cook 1 and Food Services Workers on all tasks in meal and kitchen production and sanitation. Responsibilities include; organizing and cooking of such items as soups, sauces, main entrée, starches, vegetables, pastry, beverage, and salad items as directed by the food production log. Prepares food to be served at other locations as out lined in Tech Schedule G. Checks cooler to ensure that food, vegetables and left overs are being effectively unitized and reduces waste while maintaining the Air Force 3% profit and loss tolerance. Use AF Form 148 to request all food items from the storeroom following the food production log. Other duties includes serving food, cleaning, safety and sanitation procedures, time and dating of food items, recording temperatures, and other general kitchen duties as needed. Will use a Government Vehicle to transport, prepared food, beverages, supplies, and equipment and serve item at other location as directed. Use of government vehicle requires a valid driver's license. Includes food service supervision and general supervision over kitchen activities.

Cashier – Receives cash from customers or employees in payment for goods or services and records amounts received. Records amounts received and prepares reports of transactions. Makes change, reads and records totals shown on AF Form 79 and verifies against cash on hand. Re-computes or computes itemized lists showing amount due, using adding machine or cash register. Will verify the credential of each patron to verify authorized usage. Will be required to reject patrons not meeting proper dress and attire. May be required to know daily menu of items for which money is received. Will follow all Air Force instruction on using control forms and cash handling procedures.

Food Service Worker – Performs a variety of food preparation tasks for units in training. Assists with cleaning and maintaining the dining facility, including but not limited to washing dishes, mopping floors, preparation and serving of foods and beverages, preparing simple salads, beverages and slicing cakes and pies. Removes trash from dining facility and disposes in dumpsters. Ensures the work areas are clean including: the serving line, the salad bar, equipment used, and food prep tables. Follows safety and sanitations procedures. Other responsibilities include; washing dishes, pots & pans, tables, booths, juice dispensers, milk machines, and kitchen equipment; cleaning floors, walls, windows, doors, entranceways, lavatories, and vacuuming carpets; remove and re-stock subsistence when issued to kitchen by using the first-in first-out process. Outside Areas: Keep entranceways clean, all sidewalks swept and shoveled as needed. If needed keep areas around dining hall free of branches and trash and empty butt cans. Other duties: Will use a Government Vehicle to transport, prepared food, beverages, supplies, and equipment and serve item at other location as directed. Use of government vehicle requires a valid driver's license. Helps load and unload equipment and supplies from military and civilian vehicles using hand truck or manual methods. Performs other tasks within the dining facility as necessary.

Conduct. Contractor and contract employees will use professional language and shall not loiter in any working or patron areas. Upon completion of their assigned shifts employees shall promptly depart from the food service facilities.

3.4 Work Hours

The Contractor must provide Contract Activities during the following hours of operation:

Hours of Operation

Normal. The contractor shall maintain operating hours of all Dining Facilities as listed in Technical Schedule E. During the required serving hours for the dining facilities, any authorized patron may select foods from the pre schedule menu. The contractor shall not remove foods from the serving area until 15 minutes after the end of the posted meal hours. This allows for all patrons to be served an additional time for second servings.

Holidays. When the Thunder Bay Dining Facility is open on holidays. The contractor shall plan for increased attendance expected at Thanksgiving and additional service hours if necessary. The Government will provide holiday schedules during Thanksgiving, the Christmas season, and other special occasions to the contractor at least 5 calendar days before the date of the event.

Emergency or Special Event Services. This service is provided as mission essential to any personnel performing any special and emergency situations (for example, accident and rescue operations, civil disturbances, weather warnings, base alerts) may necessitate a dining facility to operate on an extended basis of up to 24 hours per day. The contractor shall provide these services when required by the contracting officer, at the contract line item price for extended service hours. A representative of the contracting officer will verbally advise the contractor of the effort required and the contracting officer will follow up with a modification of the contract. The contractor will be notified of emergency services as soon as the government becomes aware of the requirement.

Visits By VIPs And Inspection Teams: VIPs, Management Assistance Teams, Commander's Annual Facility Inspection Teams, and other operational commitments will require additional contractor support in such areas as sanitation and general appearance. (Estimated 2 times per year).

Civic Groups: Civic groups are authorized to use the dining facility upon permission from the installation commander. Freedom Academy and Michigan Youth programs will have a group size ranges from 150-250 persons and Jr ROTC will have a group size ranges from 700-750 persons with visits occurring May through August. Scout Pack/Troop Support: Occasionally, the Alpena CRTC will host local or passing through scout troops, usually groups of 40 persons or less.

Contingency Services. Operations which may increase workload, to include Performance of Services during Crisis Declared by the National Command Authority or Overseas Combatant Commander:

Provide service during military exercises, emergencies, natural disasters and other contingency operations. The numbers of operations vary, but can be reasonably predicted from history. The contractor shall respond to Operational Readiness Exercises or Inspections (ORE/ORI), military exercises or actual emergencies or natural disasters during an average year by extending serving hours as directed by the contracting officer at the hourly rate shown in the bid schedule for extended service hours.

3.5 Key Personnel

The Contractor must appoint a site manager an individual who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 24 hours.

Contractor's Key Personnel must be on-site at Alpena CTRC during all contract activities.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the

State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms.
It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):
(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be $5,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the $5,000.00 credit specified above, Contractor will credit the State $833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $5,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed $15,000.00 per individual.
Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.
The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

3.6 Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

Nancy Haaser Jones QA Inspector > **Lola Standifer** Office Mgr/HR>**Verna Vanderveen** Emp files
v
Terri Denison Onsite Project Manager
v
Keeley Knapp Onsite Shift Leader > **Mandy Sylvester** Onsite Shift Leader > TBA Addl Shift Leader
v
Cooks/Servers (# based on unit requirements)
v
Food Service Workers/Cashiers (# based on unit requirements)

3.7 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
The relationship of the subcontractor to the Contractor.
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.
Of the total bid, the price of the subcontractor's work.

Choice Services will not use subcontractors. It is important for consistency of project to commit to hiring our own staff and training to our standards.

3.8 Security

The Contractor will be subject the following security procedures:

All personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the government installation, shall abide by all security regulations of the installation.

All contract employees are required to take the Antiterrorism Awareness level I training on line at https://atlevel1.dtic.mil/at/ within 10 days of beginning work at the Alpena CRTC. This training can be taken from any computer that has an internet connection. A contract employee may use an assigned base computer to complete this training. A certificate of completion shall be provided to the Alpena CRTC/SF.

The contractor shall submit a CRTC Form 5 entry authorization list for all contract employees. A copy of the form will be provided by the Contracting Office.

The contractor shall be responsible to obtain any certification required to allow contract employees access to base computers. Employees performing tasks identified by this performance work statement will require access to base computers and local area network access.

Physical Security. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work shift, all government facilities, equipment, and materials shall be secured.

Funds Protection. To protect cash held by the contractor, the contractor shall comply with the base Resource Protection Program.

The Contractor must explain any additional security measures in place to ensure the security of State facilities.
The contractor's staff may be required to make deliveries to or enter State facilities. The contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

3.9 Safety

SAFETY STANDARDS: The Contractor shall comply with the "Occupational Safety and Health Administration (OSHA)" standards as contained in OSHA 29 CFR 1910 and 29 CFR 1926, as well as all federal, state, and local regulations governing safety standards during performance of all work under the terms of this contract. As a part of their Quality Control package, the Contractor shall submit a safety plan to the Contracting Officer for approval no later than 10 calendar days after award of this contract. This safety plan must demonstrate conformance with all health and safety standards in effect and be tailored to properly reflect the duties that will be performed under this contract.

If the designated Contracting Officer Representative (COR designation provided separately) becomes aware of noncompliance with safety standards, which may cause injury to Air Force personnel, property, or equipment, he/she must inform the contractor. The contractor will take immediate steps to correct /abate the situation.
While operating motor vehicles on a government installation, strict adherence to vehicle safety shall be enforced. Common offenses include, but are not limited to parking vehicles improperly, failure to wear seatbelts, excessive speed, failure to yield to pedestrians, and violating smoking regulations. Violations are subject to fines and/or suspension from driving on base.

Cellular Phone USE: Vehicle operators on the Alpena CRTC and operators of Government owned vehicles shall not use cell phones unless the vehicle is safely parked or unless they are using a hands-free device. This is a Department of Defense Policy and is in accordance with 32 CFR 634.

4. Project Management

4.3 Reporting

The Contractor must submit, to the State Program Manager, the following written reports:

The Contractor must explain its reporting capabilities and any reporting that is included in its proposal.

5. Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be an annual purchase order.

6. Invoice and Payment

6.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

6.2 Payment Methods

The State will make payment for Contract Activities through EFT paymenst through the annual purchase order. .

7. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of $5,000 and an additional $100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

STANDARD TERMS AND CONDITIONS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and [Insert Company Name] ("**Contractor**"), a [Insert State & Entity Status, *e.g.*, a Michigan corporation or a Texas limited liability company]. This Contract is effective on 5/12/15 ("**Effective Date**"), and unless terminated, expires on 5/11/16

This Contract may be renewed for up to one additional two year period. Renewal must be by written agreement of the partied and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule a – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule a.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Jared Ambrosier *3423 N. MLK Jr Blvd* *Lansing MI 48906* *Ambrosierj@michigan.gov* *517-481-7655*	*NANCY HAASER JONES* *125 OTTAWA AVE NW, SUITE 368* *GRAND RAPIDS, MI 49503* *nancyhaaser@hotmail.com* *616 458-3504*

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a "**Contract Administrator**"):

State:	Contractor:

Jared Ambrosier *3423 N. MLK Jr Blvd* *Lansing MI 48906* *Ambrosierj@michigan.gov* *517-481-7655*	*NANCY HAASER JONES* *125 OTTAWA AVE NW, SUITE 368* *GRAND RAPIDS, MI 49503* *nancyhaaser@hotmail.com* *616 458-3504*

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	I Contractor:
MSgt James Fuller *JAMES.FULLER@ANG.AF.MIL* *989-354-6286*	*NANCY HAASER JONES* *125 OTTAWA AVE NW, SUITE 368* *GRAND RAPIDS, MI 49503* *nancyhaaser@hotmail.com* *616 458-3504*

5. **Performance Guarantee**. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule a) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	**Additional Requirements**
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
Minimal Limits: $1,000,000 Per Occurrence	
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Hired and Non-Owned Motor Vehicle Insurance	

Minimal Limits: $1,000,000 Per Accident	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.

If any of the required policies provide **claim-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.
This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. Reserved

8. Reserved

9. Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. *[*Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule a.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule a. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule a. All containers and packaging becomes the State's exclusive property upon acceptance.

18. **Risk of Loss and Title**Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Reserved**

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule a. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule a.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. **Reserved**

32. **Non-Disclosure of Confidential Information**. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of

the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Reserved

34. Payment Card Industry Data Security Standard. All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.

35. CEPAS Electronic Receipt Processing Standard. All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be

processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Reserved**

41. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., Contractor

and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the scheduless, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Schedule a; (d) any other schedules; and (e) the Contract.

50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

Schedule C - Pricing Table

		Est Hours	Hr. Rate	Amount
1a	Site Contract Manager Hourly Pay Rate (Minimum Pay Rate $15.00 hr)	**231**	**$17.00**	**$3,927.00**
1b	Site Contract Manager Overhead	**231**	**$3.00**	**$693.00**
	Total Price for 1a + 1b		**$20.00**	**$4,620.00**
2a	Cook 1 Hourly Pay Rate (Minimum Pay Rate $12.00 hr)	**2000**	**$13.00**	**$26,000.00**
2b	Cook 1 Overhead	**2000**	**$2.75**	**$5,500.00**
	Total Price for 2a + 2b		**$15.75**	**$31,500.00**
3a	Cook 2 Hourly Pay Rate (Minimum Pay Rate $12.00 hr)	**600**	**$15.50**	**$9,300.00**
3b	Cook 2 Overhead	**600**	**$2.50**	**$1,500.00**
	Total Price for 3a + 3b		**$18.00**	**$10,800.00**
4a	Cashier Hourly Pay Rate	**231**	**$10.50**	**$2,425.50**
4b	Cashier Overhead	**231**	**$2.00**	**$462.50**
	Total Price for 4a + 4b		**$12.50**	**$2,888.00**
5a	Food Service Worker Pay Rate (Minimum Pay Rate $10.00 hr)	**3000**	**$10.33**	**$31,000.00**
5b	Food Service Worker Overhead	**3000**	**$2.00**	**$6,000.00**
	Total Price for 5a + 5b		**$12.33**	**$37,000.00**
	Total Bid Price			**$86,808.00**

Quick Payment Term Discount: 10 days 1%

Schedule D

SERVICE DELIVERY SUMMARY

Performance Objective	**SOW Para.**	Performance Threshold
Maintain Menu Boards.	I.3.a.	Periodic – 95% compliance
Serve food IAW recipe cards and production log.	I.3.c, 3.d, and 3.g.	Periodic – 95% compliance
Maintain clean and sanitize dining room, kitchen, and perform necessary janitorial and grounds maintenance services	I.3.e., 3.k., 3.m, and 5	Periodic – 95% compliance Customer Complaint – No more than 2 valid complaints per month
Comply with sanitation requirements of the food code and state and local laws/regulations, which results in a satisfactory or better rating in Health and Waste Management Inspections.	I.3.j. and 4	Periodic - 100% of the time Customer Complaint – No more than 3 valid complaints per month.
Satisfy facility manager and guests in reference to timeliness of service and courteousness of employees.	I.8 and 9.	Customer Complaint – No more than 3 valid complaints per month
Reconcile cash drawer with POS reports and ensure cash is turned in on time.	I.3.i.	Periodic – 0 overages/shortages per month
Provide cooks/food servers to ensure there is no impact on food service operations during contingency operations.	I.1. and 7.	Periodic – 100% of the time.

Schedule E

HOURS OF OPERATION

Main Dining Facility, Bldg 250 (Thunder Bay Dining Facility)

MEAL	FEEDING HOURS	NUMBER OF SERVING LINES
Breakfast	0545 – 0815	2
Lunch	1100 – 1300	2
Dinner	1600 – 1900	2
Midnight	2300 – 0030	2

* - The Dining Facility hours are directed by the visiting units and will be coordinate with the FSM.

** All Flight and ground meals will be provided through the main dining facility.

NOTE: The main dining facility will provide takeout service during normal meal serving hours.

Second Dining Facility, Bldg 416 (Small Dining Facility)

Breakfast	0545 – 0815	1
Lunch	1100 – 1300	1
Dinner	1600 – 1900	1
Midnight	2300 – 0030	1

* - The Dining Facility hours are directed by the visiting units and will be coordinate with the FSM.

** All Flight and ground meals will be provided through the main dining facility.

NOTE: The main dining facility will provide takeout service during normal meal serving hours.

Schedule F

Responsibility of the Person - Disease or Medical Condition – FDA Food Code 2-2, 2-201

Food Employee must report to the person in charge about information about their health and activities as they relate to diseases that are transmissible through food.

For example:

1. Jaundice
2. Salmonella
3. Shigella
4. Escherichia Coli
5. Hepatitis A virus
6. Intestinal illness
    1) Diarrhea
    2) Fever
    3) Vomiting
    4) Jaundice
    5) Sore throat
7. Boil or infected wounds
8. Had an illness from:
    1) S.Typhi in last three months
    2) Shigella within last month
    3) Escherichia Coli within last month
    4) Hepatitis A virus **Exclusions and Restrictions FDA Food Code 2-201.12**

The person in charge shall:

1. Exclude a food employee from working in a food establishment if the food employee is diagnosed with an infectious agent specified under 2-2011 Number above from 1 – 7.
2. More can be found under 2-201.12

Personal Cleanliness FDA Food Code 2-3, 2-301.11

Food employees shall keep their hands and exposed portions of their arms clean.

Fingernails 2-302.11

All food employees shall keep their fingernails trimmed, filed, cleaned, and maintained. Unless wearing gloves, food employee may not have fingernail polish on or artificial fingernails.

Uniform will be clean and neat.

Food Contamination Prevention FDA Food Code 2-401.11

No eating drinking or using tobacco in food preparation or serving area.

FDA Food Code Employee Training 8-201.14, (C)

Food employee must address the food safety issues:

1. Critical Control points
2. Limits
3. Monitoring of foods
4. Method and frequency
5. Actions
6. Record keeping

Person in Charge FDA Food Code 2-103.11 DUTIES

1. Personal unnecessary to the food establishment are not allowed in the food prep, food storage, or ware washing area.
2. Inspect deliveries and maintenance personal entering food prep. Food storage, or ware washing area.
3. Employees are effectively cleaning their hands.
4. Visibly observing they are receiving foods from approved sources, delivery at required temperatures, protected from contamination, and periodically evaluating foods upon receipt.
5. Employees are properly cooking potentially hazardous foods correctly.
6. Employees are using proper methods to rapidly cool foods.
7. Employees are sanitizing equipment and utensils properly.
8. Inform consumers that clean tableware is to be used when they return to a self-service area.
9. Insure employees are preventing cross-contamination by properly using utensils, deli tissues, tongs, spatulas, and single use gloves.
10. Employees are properly trained in food safety as it relates to their assignments.

Schedule G
GOVERNMENT-FURNISHED FACILITIES

1. Government Furnished Facilities. The government will furnish the contractor the following facilities in which contractors work is performed:

BLDG NO.	USE/DESCRIPTION	APPROXIMATE SQ FT
250	Thunder Bay Dining Facility	10,687
416	Small Dining Facility	3,200

2. Government Furnished Equipment. The government shall provide all of the food service equipment, utensils, pots and pans, dishes, flatware necessary to fulfill the requirements of this contract. The government may replace equipment at any time.

3. Subsistence. The government provides all food items.

4. Supplies. The government will furnish all expendable items such as paper products, janitorial and cleaning chemicals, utensils and tableware.

5. Display and Menu Boards and Entrée Labels. The government will furnish display boards with all supplies and entrée labels to be placed on the serving line with each item.

6. Decorative Materials. The government will provide decorative materials for holidays and special occasions.

7. Transportation. The government will provide the contractor with a Government Owned Vehicle (GOV) for the transportation of food and recycling only.

8. Government Provided Services
    a. Removal of any equipment condemned or replaced
    b. Alteration, repair and maintenance of building
    c. Utilities including gas, electricity, sewage and water
    d. On base telephone service
    e. Refuse collection