

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

AMENDMENT FOR CHANGE
AMENDMENT NO. 3

TO: LIMITED DISTRIBUTION – OHIO DEPARTMENT OF PUBLIC SAFETY, OHIO STATE HIGHWAY PATROL ACADEMY, 740 EAST 17TH AVENUE, COLUMBUS, OH 43211

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Attached are pages 1,4,19 and 20 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twenty-four (24) months, effective 6/1/15 through 5/31/17.

Additionally, the contact for the contract analyst has been updated.

All other prices, terms and conditions remain unchanged.

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

Jennifer Dammeyer, CPPB
Jennifer.Dammeyer@das.ohio.gov

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

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

Affected Contractor(s): 210213
Acorn Services, Inc.
3553 West Chester Pike #401
Newtown Square, PA 19073

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
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MANDATORY USE CONTRACT FOR: FOOD SERVICE MANAGEMENT FOR THE OHIO STATE HIGHWAY PATROL ACADEMY, COLUMBUS, OHIO

CONTRACT No.: OT904513

EFFECTIVE DATES: 05/01/2013 to 05/31/2015
Renewal through 5/31/17 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904513 that opened on 03/20/13. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to OHIO DEPARTMENT OF PUBLIC SAFETY, OHIO STATE HIGHWAY PATROL ACADEMY, 740 EAST 17TH AVENUE, COLUMBUS, OH 43211, as applicable.

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

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

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

*Jennifer Dammeyer, CPPB
*Jennifer.Dammeyer@das.ohio.gov

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

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

Denotes update to contract analyst and the contract renewal through 5/31/17 with amendment 3.

Signed: _____
Robert Blair, Director Date

SPECIAL CONTRACT TERMS AND CONDITIONS

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

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

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

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

ECONOMIC ADJUSTMENTS: The State will evaluate all requested cost increases based on the contractor's indicated cost factors and also based upon the current Consumer Price Index – Urban Consumers (CPIU) for Food Away from Home. The bidder must indicate on the Bid Price Page the contributing cost factors as percentages of the net per meal cost; e.g., food and beverage cost, labor cost, management cost, operational cost, etc. Cost factors not disclosed will not be considered for economic adjustment.

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.fda.gov/Food/GuidanceComplianceRegulatoryInformation/RegistrationofFoodFacilities/OnlineRegistration/default.htm>

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

***USAGE REPORTS:** Every twelve (12) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Dammeyer, CPPB.

*Denotes update in contract analyst contact with amendment 3.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

*BID CONTRACT NO.: OT904513-1

210213
Acorn Services, Inc.
3553 West Chester Pike #401
Newtown Square, PA 19073

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Robert LePera

Telephone: (610) 664-2291
FAX: (610) 664-1661
E-mail: robert.lepera@acornfood.com

Denotes removal of date next to contract number with amendment 3.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
3	6/1/15	Contract analyst update and Contract renewal through 5/31/17
2	6/1/14	To indicate economic price adjustment for visitor pricing, inadvertently omitted from Amendment 1.
1	6/1/14	To indicate economic price adjustment.