

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

MANDATORY USE CONTRACT FOR: FOOD SERVICE MANAGEMENT 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: \_\_\_\_\_ Date \_\_\_\_\_  
Robert Blair, Director

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## SPECIAL CONTRACT TERMS AND CONDITIONS

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**SPECIFICATION QUESTIONS:** Information regarding submission of questions and clarifications for this bid is provided on page one (1) of the bid. Through the indicated inquiry closure date, bidders may visit the State Purchasing website to post bid related questions at [www.ohio.gov/procure](http://www.ohio.gov/procure). Answers to all bidder questions will be posted on the State Purchasing website and linked to the bid number. The State will make every effort to respond to website inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this bid. Only bid communications, issued by the Department of Administrative Services, Office of State Purchasing, in a public, published format, will be considered valid.

**MANDATORY/REQUIRED SUBMISSIONS:** As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of State Purchasing. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the bidder being deemed as not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the contract.

For specific submission requirements, bidders should refer to the Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

**DELIVERY AND ACCEPTANCE:** Services will be performed as set forth in the Contract and in accordance with Article K-5, of the Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

**SITE VISIT:** A site visit will be held on February 26, 2013, at the Ohio State Highway Patrol Academy, 740 East 17<sup>th</sup> Avenue, Columbus, OH 43211 to survey the facility and discuss the requirements of the bid. The site visit will commence promptly at 10:00 A.M., barring an unforeseen circumstance those results in a delay of the site visit. Attendance will be taken. The State will not be responsible to a bidder for their failure to obtain information discussed during the site visit due to their failure to attend and/or arriving after the site visit has convened.

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of State Purchasing to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**PRODUCT SAMPLES:** The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage per meal type for Student/Administrative/Academy Personnel by the unit price per meal type and multiply the estimated annual usage per meal type for Visitors by the unit price per meal type. For "Meal Service for Emergency Contingency", a usage of one (1) shall be used for evaluation.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit price by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

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

## 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.

## SPECIFICATIONS AND REQUIREMENTS

### FOOD MANAGEMENT PROGRAM FOR THE OHIO STATE HIGHWAY PATROL TRAINING ACADEMY, COLUMBUS, OHIO

#### I. SCOPE OF OPERATION

The Ohio State Highway Patrol (OSHP) Training Academy located at 740 East 17th Avenue, Columbus, Ohio 43211, desires to obtain the services of a food management Contractor to provide the food products, food production, food services' personnel, and the management services necessary to generate and manage a full service cafeteria. The Contractor shall also provide meal breaks and cleanup times as required by the OSHP Training Academy.

The cafeteria shall provide meal service(s) for students, administrative and Academy personnel participating or supporting the various academic courses of the OSHP Training Academy. The contract term shall be 05/01/13 thru 5/31/15.

#### II. GENERAL BACKGROUND

The OSHP Training Academy provides a variety of daily (Monday through Friday) student training programs. The students are comprised of OSHP Academy Cadets who reside at the OSHP Training Academy for the duration of a specific instructional course, and other students that participate in various law enforcement training sessions. The OSHP Training Academy cafeteria provides three (3) main meals daily; breakfast, lunch and dinner (excluding dinner on Friday night) plus three (3) scheduled meal breaks daily. In addition, the OSHP Training Academy cafeteria serves the security staff during the Ohio State Fair and is the site of special event meals for authorized groups approved by the Academy Commandant. Refer to Section V, Item G for estimated daily/annual requirements.

In the event of an emergency, the OSHP Training Academy may assume the role of a primary Command Center. Should this occur, the food service requirement may also shift to a twenty-four (24) hour service requirement. Pricing for this contingency is covered in Section VI, Item F.

#### III. DEFINITIONS

- A. Bidder: One who submits a response to the solicitation.
- B. Contractor: The successful awardee; who is responsible for performance of the contractual obligations after award of the contract.
- C. Contractor's Food Service Manager: The individual that is hired by the Contractor to manage the food service operation at the OSHP Training Academy.
- D. Main Meals: Breakfast, lunch, and dinner (excluding dinner on Friday night).
- E. Meal Breaks: Consists of item examples outlined in Section VI, Item C, 2, a.
- F. Administration and Visiting Personnel: All other personnel not employed at the OSHP Training Academy (except enrolled cadets).
- G. State Purchasing: The administrator of the Contract.
- H. Direct Expenses: Direct costs such as food, labor, and supplies specifically used as part of food service.
- I. Student: Individual that is enrolled in a training program.
- J. Ohio State Fair: Begins in late July and runs through the first week of August. *Note: Dates are subject to change.*

## SPECIFICATIONS AND REQUIREMENTS

### IV. BIDDERS QUALIFICATIONS

- A. Bidders shall have a minimum of five (5) years' experience in commercial food service contracts with the Education/Academy environment to qualify for bidding.
- B. Bidders shall show proof of having successfully provided food services to at least three (3) companies for at least two (2) consecutive years.
- C. Bidders shall submit with the proposal, documented evidence it has the personnel, equipment and internal procedures in place for successful performance of the contract requirements. Documentation shall include, but not be limited to:

- 1. Contractor Profile: The bidders shall provide the previous five (5) years data describing the current organization, dollar volume, number of employees, home office location, and any other general company profile information.

The bidder will indicate if it is financially self-reliant to fulfill the obligations of the proposed contract. In addition, the Contractor's most recent financial statement will be included in the proposal, quarterly and as requested, by an accepted Certified Public Accountant (CPA).

- 2. Bidders Experience: The bidders shall provide a listing of all current clients and all accounts canceled in a facility of comparable size, within the past three (3) years. This information shall include the facility name address, telephone number, email, and contact person (name/title/position), at each facility. References may be randomly selected from the list of clients for evaluation.
  - 3. Site Locations: Prior to award, the Contractor shall provide a list of facilities of current clients where a DAS/ODPS-OSHP committee can view current operations and discuss the project plan.
  - 4. Resume: The bidders shall provide resumes for management personnel who will perform work for a proposed term of contract. The resume is to include pertinent training, education, and previous projects relevant to the specified work.
  - 5. Emergency Contact: A twenty-four (24)-hour toll free or local call number and contact name from the Contractor shall be designated for response to emergency circumstances.
  - 6. Staffing Plan: The OSHP Training Academy requires the Contractor to have adequate staff assigned to each shift to cover all aspects of the specifications described in this proposal. The Offeror shall include in their proposal, a proposed schedule of employees, number of positions, description of positions, and work schedule to cover "Hours of Operation" along with what position(s) will supervise staff during times when the on-sight manager is off.
- D. The OSHP Training Academy shall have no direct control over the employees of the Contractor. Any provisions for such control shall be exercised only through the Contractor or the person assigned as the Contractor's Food Service Manager; however, the Contractor shall comply with reasonable requests of the OSHP Training Academy to remove and replace employees objectionable to the OSHP Training Academy. The Contractor shall screen prospective employees to assure there are no felony convictions over the past five (5) years. Documentation of said record review through the Ohio Bureau of Criminal Identification and Investigation (BCII) will be forwarded to the Academy Commandant for all employees on a quarterly basis and upon request. All food service employees will be subject to the academy pre-employment, random and suspect drug testing.
  - E. The Contractors proposal shall specify how the management personnel assigned to the OSHP Training Academy will operate organizationally at the local level. Organization charts will be provided to the Academy Commandant and include the following:
    - 1. Overall company management structure.
    - 2. Local Management structure, including outside resource personnel.

### V. FOOD SERVICE REQUIREMENTS

- A. The Contractor shall supervise the food service operations on the OSHP Training Academy's premises, the furnishing, and preparation and clean-up of food and food service utensils, equipment, including any special diet requirements requested by the OSHP Training Academy for OSHP Training Academy students, administration staff, and visitors. All operational costs for goods and services necessary to provide the required food service operation at the OSHP Training Academy shall be procured and paid for by the Contractor.

SPECIFICATIONS AND REQUIREMENTS

- B. A written report, which includes an on-site inspection of the preparation site, as well as an exit briefing of the visit, shall be furnished to the Academy Commandant or his/her designee by the Director of Food Service upon completion of visit. The written report shall contain information regarding the following: Personnel, Evaluation, Sanitation, Meal Service, Policy, Goal Accomplishment, Production Meetings, In-service Record and Procurement.
- C. The Contractor shall provide main meals, and meal breaks, Monday through Friday, including some holidays. Meal breaks are typically served three (3) times per day.
- D. On designated holidays, the Training Academy will not have any classes scheduled; therefore, no cafeteria services will be required.

1. State Holidays Observed:

The following is a list of the state holidays.

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas

All holidays that occur on Saturday will be observed by the State of Ohio on the proceeding day (Friday). All holidays that occur on Sunday will be observed by the State of Ohio the following day (Monday).

- E. Main Meals: Refer to Food Service Times in definitions Section III, Item D and Section VI, Item C.
- F. Meal Breaks: Refer to Food Service Times in definitions Section III, Item E and Section VI, Item C.
- G. Main meals shall be prepared fresh for breakfast, lunch, and dinner.

Occasionally, the OSHP Training Academy will not have any classes scheduled; therefore no cafeteria services will be required (i.e. the last week of December, first week of January, the day after Thanksgiving). The OSHP Training Academy is typically closed two (2) to three (3) weeks on the average per year. An annual schedule will be provided to the Contractor.

The OSHP Training Academy will notify the Contractor at least one (1) week in advance of any closings or changes to the normal schedule to include additional meals requested such as box lunches.

The number of days requiring OSHP Training Academy food service is estimated to be two hundred fifty (250) days per year.

The average daily requirements are estimated to be:

MAIN MEALS		MEAL BREAKS	
Breakfast	118	Morning	100
Lunch	164	Afternoon	100
Dinner	104	Evening	50

The average daily requirements may increase up to two hundred fifty (250) main meals periodically in the calendar year.

The estimated annual Ohio State Fair Special Staff Meal requirements are projected to be seven thousand, two hundred (7,200) meals per year.

## SPECIFICATIONS AND REQUIREMENTS

- H. In addition to scheduled daily meals: Special event luncheons (Executive Meetings and Conferences) for authorized groups by the Academy Commandant or his/her designee, as required shall be served. The proposal shall list pricing per meal on the Bid Price page as well as portion sizing as detailed in the table through <http://www.choosemyplate.gov/> for these special events. Off-site food service personnel shall not normally be required. However, the Contractor shall have the capability to fulfill all reasonable requests. The OSHP Training Academy will attempt to provide at least twenty-four (24) hours notice of the need for special event luncheons.

Emergency demands on the OSHP may necessitate the immediate preparation of meals for any number of affected officers and staff. The Contractor will be given adequate notification (which circumstance will dictate) if possible. Pricing for this contingency shall be quoted the same as the pricing for the Ohio State Fair as referenced in Section VI, Item F.

- I. Standards, Laws and Regulations:

The Contractor shall conform to:

1. Ohio Department of Health as specified in [Lawriter - OAC - Chapter 3701-21 Food Service Operations](#) and the OAC as specified in [publichealth.columbus.gov/columbus-city-health-code.aspx](http://publichealth.columbus.gov/columbus-city-health-code.aspx) FDA rules and regulations as they apply to food service operations as specified in [Food Defense and Emergency Response > Guidance for Industry: Retail Food Stores and Food Service Establishments: Food Security Preventive Measures Guidance](#).
2. The OSHP Training Academy policy and procedure relating to the operation of the OSHP Training Academy Cafeteria. All policies and procedures will be supplied to the Contractor as required.
3. U.S. Department of Health, Education and Welfare laws, rules and regulations as they apply to food service operations as specified in [Home | FoodSafety.gov](#)

## VI. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor shall provide a cash cafeteria for employees and visitors of the OSHP Training Academy. This cafeteria shall operate Monday through Friday except on state observed holidays. The normal hours of the cash cafeteria shall be the same as when there are students in session. Session schedules will be provided the Contractor designee. When the OSHP Training Academy is open, but there are no students present, the cafeteria shall operate until the afternoon meal break time. The revenue for the recent year was estimated at \$8,000.00.
- B. The retail prices shall approximately cover the costs of food, labor, and supplies including direct expenses. The Contractor and the OSHP Training Academy shall agree on the retail prices in writing and submitted to the Academy Commandant or his/her designee for approval on a quarterly basis.

### C. FOOD SERVICE TIMES

1. Normal main mealtime periods for students shall be at the discretion of the OSHP Training Academy. However, approximate times shall be: breakfast at 6:30 a.m. until 8:00 a.m., lunch at 11:30 a.m. until 1:00 p.m. and dinner at 4:30 p.m. until 6:00 p.m.

To accommodate training schedules, the OSHP Training Academy may also, with twenty-four (24) hour advance notice, require a box lunch for a specified number of students.

The cost of staff service for each meal service shall be incorporated into the bidders per meal pricing.

2. Meal Breaks: The Contractor shall also provide three (3) meal breaks per day consisting of coffee, tea, soft drinks, and healthy fruit beverage along with fresh cookies, fresh fruit, protein bars, and any other items as requested by the OSHP Training Academy for the break periods. Additionally, popcorn shall be available for the afternoon meal break. The Contractor shall provide the popcorn machine and popcorn products for service. In addition to the standard meal break selections, an occasion (about once per week) an enhanced meal break menu will include, but not be limited to, the following items listed below.

**SPECIFICATIONS AND REQUIREMENTS**

- a. The following is a list of potential items, which may be included in the meal break selection:

<b>Potential Meal Break Items</b>	
Assorted Breads/Muffins	Ice Cream Sundae Bar
Soft Pretzel Bar with Assorted Dips	Assorted Meat Trays
Baked Potato Bar with Assorted Toppings	Pizza, Nachos, and Taco
Fresh Fruit/Veggies in Season with Dips	Shortcake Bar
Assorted Cheese and Crackers	Assorted Yogurt, Regular and Low Fat
Finger Sandwiches	Seasonal Foods

- b. \* Meal Break Times:

<b>Meal Break Times</b>		
Morning	9:45 a.m. to 10:15 a.m.	Monday - Friday
Afternoon	2:45 p.m. to 3:15 p.m.	Monday - Friday
Daily	9:30 p.m. to 9:45 a.m.	Seven (7) days per week
*All scheduled times are approximate. Meal break refreshments are to be available on a twenty-four (24) hour basis.		
** The Contractor is to provide the meal break refreshments only; staff does not need to be available for serving.		

- c. The cost of staff service for each of the three (3) scheduled meal breaks shall be incorporated into the meal break pricing.

3. All Contractor operational costs necessary to provide food service as described herein for each main meal and/or meal break service shall be incorporated into cost per meal type and/or meal break pricing. However, the cost of staff service, food and beverages, and a detailed miscellaneous operational costs shall be noted on the Bid Price Page as percentages of the total cost per meal type and/or meal break pricing for any future economic adjustment request.

**D. UNIFORMS**

The Contractor will provide all appropriate uniform attire, and include individualized name tags and a shirt/smock, apron, hair net and hand protection.

**E. POLICY AND PROCEDURE**

Within ninety (90) days of award of the Contract, the Contractor shall develop and provide, a policy and procedure manual, with consistently applied principles of selection, training, evaluation of performance, corrective action and inventory control that are compatible with principles of the OSHP Training Academy and approved by the Academy Commandant or his/her designee. Ownership of the policy and procedure manual shall remain with the OSHP Training Academy at the termination of the contract.

## SPECIFICATIONS AND REQUIREMENTS

### F. The OHIO STATE FAIR/EMERGENCY CONTINGENCY-24 Hour Service

The Contractor shall have the capacity (staff/personnel/resources) to provide food service during the Ohio State Fair and to operate a twenty-four (24) hour program for approximately a twelve (12) day period. The Contractor shall meet with the OSHP Training Academy four (4) weeks in advance of this event to discuss anticipated requirements. All three (3) main meals shall be available on a twenty-four (24) hour basis. The Contractor shall provide a meal service cost for the Ohio State Fair detail. The cost of the Ohio State Fair Operations held at the OSHP Training Academy, will be based on a food, labor, direct expense plus a markup percent, as indicated on the bid page. The duration of the Ohio State Fair may change in future years. During the Ohio State Fair the Contractor shall provide inventory invoicing three (3) times; beginning, middle, and ending to the Academy Commandant or his/her designee.

In the event of an emergency, the OSHP Training Academy may assume the role of a primary Command Center. Should this occur, the food service requirement will also shift to a twenty-four (24) hour service requirement.

The cost of staff service for each meal service shall be incorporated into the bidders per meal pricing.

### G. CLEANING

The routine cleaning and housekeeping of food preparation areas and dining areas will be the responsibility of the Contractor. Cafeteria floors and tables are to be cleaned after each main meal and meal break. The OSHP Training Academy will be responsible for painting. The Contractor will coordinate with the Facilities Manager, to clean the movable equipment a minimum of twice per year or as required. Kitchen sanitation will meet the Ohio Uniform Food Safety Code as defined through <http://codes.ohio.gov/orc/3717.05>

### H. PROCUREMENT

The Contractor will have contractual agreements with suppliers to obtain the best price on quality products. The Contractor will procure from the least costly suppliers, except where local purchases are prudent for the purposes of freshness, quality and availability. The payment of procured products will be the responsibility of the Contractor.

### I. INVENTORY

1. The Contractor shall maintain a sufficient supply of fresh food and food products on site. To avoid any interruption of food service, the Contractor will assure timely on-site usage by rotation of food. Please refer to Section VI, Item O, Number 15.
2. The Contractor shall maintain a complete inventory of all food, supply items and equipment in all food service areas, and maintain appropriate records in accordance with an established records retention schedule. The retention records shall be developed and adopted by the OSHP and the Contractor. A summary report of inventory shall be furnished to the OSHP Training Academy at the end of every month. During the Ohio State Fair detail the Contractor shall provide inventory invoicing three (3) times; initial, middle, and ending to the Academy Commandant or his/her designee.
3. Prior to the commencement of operations under this contract, the Contractor and the OSHP Training Academy shall jointly inventory all food and supplies pertaining to the OSHP Training Academy's food service facilities. The overall dollar amount as agreed upon by the Contractor and the OSHP Training Academy shall be paid by the OSHP Training Academy upon receipt of the invoice.
4. Equipment Surrender: After the termination of this contract, the Contractor will surrender all the equipment of the OSHP Training Academy in the same condition as at the time of inception of the contract, less normal wear.

### J. CHECKLISTS

The OSHP Training Academy and the Contractor shall jointly develop an evaluation checklist to monitor and evaluate mealtime delivery and food quality status. The Contractor will be responsible to complete four (4) checklists per week and report findings to the Academy Commandant or his/her designee. Other quality control checklists to monitor compliance with the standards set forth in the specifications shall be the responsibility of the Academy Commandant or his/her designee.

SPECIFICATIONS AND REQUIREMENTS

K. PERSONNEL

1. Management Personnel/Hourly Personnel: The Contractor will furnish on-site competently trained and experienced food service management personnel available for all shifts and OSHP Training Academy staff as required to meet the terms and conditions of the proposed contract. Additionally, a staffing chart shall be submitted to the Contractor for the employees assigned to the OSHP Training Academy. This staffing chart will be updated as required.
2. Management Qualifications: The Academy Commandant or his/her designee reserves the right of reasonable refusal and dismissal at all times. The Contractor's food service director will be responsible for the overall functioning of the on-site employees and for maintaining a current policy and procedure manual, with a copy to be furnished to the OSHP Training Academy Commandant or designee at any time and upon request. The Contractor's food service director will participate in meetings with the OHSP management regarding food service dietary need requests.

L. SUPPORT STAFF AND SERVICES

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

1. Training Personnel/Consultant to provide expertise in appropriate training and evaluation as needed. Records of documentation shall be forwarded to the Academy Commandant or his/her designee quarterly and as requested.
2. The Contractor's dietician shall be available to consult with the OSHP Training Academy bi-weekly for evaluating individual dietetic needs. The qualifications of the Director of Food Service of the Contractor shall be as follows: Baccalaureate Degree in Management, or an Associate Degree in Applied Business (Food Service Major) or a Dietetic Assistant Certification experience in food service management position or equivalent experience. The Food Service Manager must have the education and experience to meet all the requirements for successfully managing the food facilities and must also meet the approval of the Academy Commandant or his/her designee.

Food Service Director:

<b>Minimum Qualifications</b>
1. Completion of Bachelor's degree in Business Administration, Dietetics or Food Services
2. Twelve (12) months experience similar in type and complexity to professional experience in a large scale food service program
<b>Major Work Characteristics</b>
1. Experience in developing policies, procedures, and staffing charts for the operation of a food service establishment
2. Ability to provide guidance to a Food Service Manager in the overall functions of a food service establishment
3. Experience in written reports such as food inventory/cost reports and on-site inspection reports
4. Ability in preparing detailed monthly invoicing
5. Ability to investigate and resolve complaints regarding food quality, service, or accommodations

Food Service Manager:

<b>Minimum Qualifications</b>
1. Completion of a two (2) year training program in food service preparation/hospitality management technology or two (2) years-experience in food service preparation
2. Twelve (12) months training or twelve (12) months experience in supervisory principles/techniques
3. Must have a valid Serv-Safe Certificate. <a href="http://www.servsafe.com/home">http://www.servsafe.com/home</a>
<b>Major Work Characteristics</b>
1. Ability to manage and control inventories
2. Ability to schedule and receive food/beverage deliveries, checking delivery contents to verify product quality and quantity
3. Experience in developing and maintaining controls for overall food buying procedures; orders meats, staples, fresh food
4. Knowledge of safety regulations referenced in Section V, Item I, Number 3 and Section VI, Item G
5. Experience in training, managing and evaluating service personnel
6. Ability to arrange schedules to provide adequate coverage
7. Experience in managing all aspects of a dining room
8. Ability to assist in food preparation
9. Ability to plan and serve special functions

Dietitian:

<b>Minimum Qualifications</b>
1. Completion of Bachelor's degree in Foods and Nutrition/Dietetics
2. Current licensure as dietitian as issued by Ohio Board of Dietetics per Section 4759.06 of the Ohio Revised Code <a href="#">Lawriter - ORC - 4759.06 License qualifications.</a>
3. Twenty-four (24) months training or twenty-four (24) months experience in dietetics or nutrition
<b>Major Work Characteristics</b>
1. Ability to plan and prepare nutritional monthly menus
2. Ability to review menus for nutritional value
3. Ability to Interpret recipes for nutritional value
4. Ability to provide guidance in the preparation, portion sizes, and serving of meals
5. Knowledge of nutritional analysis and promoting healthy eating habits as referenced in Section V. Item P
6. Ability to make recommendations
7. Ability to conduct food preference surveys

Service Personnel:

<b>Minimum Qualifications</b>
1. Formal education in reading and speaking common English vocabulary
2. Formal education in arithmetic that includes addition and subtraction of whole numbers
3. Twelve (12) months training or twelve months experience in a food service environment
<b>Major Work Characteristics</b>
1. Operates standard cooking equipment such as mixing machines, steam cookers, scales, toasters, food choppers, and a variety of ovens and stoves; cares for and makes minor adjustments to equipment
2. Prepares salads, vegetables and other food items to assist in full meal preparation
3. Serves prepared meals, maintaining proper portion control as referenced in Section V, Item H.
4. Cleans and sanitizes work areas and equipment in order to maintain kitchen areas according to Section VI, Item G
5. Knowledge of foods and food preparation
6. Knowledge of operation and care of kitchen equipment
7. Ability to work effectively with fellow workers and others
8. Ability to lift and carry heavy objects
9. Ability to learn the use and care of equipment, materials, utensils, and methods used in food service
10. Ability to understand and follow written and oral instructions
11. Ability to work in cold storage room when necessary

M. MENU REQUIREMENTS

1.

a. A la Carte Menus

All a la carte menu prices will be agreed upon in writing by the Contractor and the Academy Commandant or his/her designee at the OSHP Training Academy quarterly and upon request. All menus shall fulfill the specific requirements and schedule of the OSHP Training Academy. A master menu shall be provided, with the bid, listing the portion size of each item, nutritional contents and specifications. Any changes in the menu will be specified in advance and must be approved by the Academy Commandant or his/her designee. The Contractor will cater to the tastes of the students by conducting periodic food preference surveys. Survey results will be provided the Academy Commandant or his/her designee.

b. Breakfast Menus

All menus shall fulfill the specific requirements of the OSHP Training Academy. The Contractor shall work in conjunction with the OSHP Commandant or his/her designee in meeting the needs of the OSHP Training Academy. Below is a sample menu of the Training Academy expectations.

<b>Breakfast Menu Items</b>	
Eggs and Egg Whites	Bacon and Sausage
Cold Cereal	Wheat bread
Choice of additional item (Potatoes, Oatmeal-not instant), Pancakes or Bagels)	

**SPECIFICATIONS AND REQUIREMENTS**

2. Lunch Menus

All menus shall fulfill the specific requirements of the OSHP Training Academy. The Contractor shall work in conjunction with the OSHP Commandant or his/her designee in meeting the needs of the OSHP Training Academy. Below is a sample menu of the Training Academy expectations.

<b>LUNCH MENU</b>
Choice of two (2) meats (85% lean cooked meat)
Choice of potatoes or carbohydrate
Choice of two (2) vegetables (at least one green)
Choice of salad and fruit
Choice of bread or rolls one shall be whole grain (two (2) servings)
Butter or margarine
Choice of two (2) desserts
Choice of beverage (8 oz.) (milk [white and chocolate] must be offered in addition to the beverage bar)

3. Dinner Menus

All menus shall fulfill the specific requirements of the OSHP Training Academy. The Contractor shall work in conjunction with the OSHP Commandant or his/her designee in meeting the needs of the OSHP Training Academy. Below is a sample menu of the OSHP menu expectations.

<b>DINNER MENU</b>
Choice of two (2) meats (85% lean cooked meat)
Choice of potatoes or carbohydrate
Choice of two (2) vegetables at least one (1) green, may select both
Choice of two (2) desserts
Choice of bread or rolls one (1) shall be whole grain (two (2) servings)
Butter or margarine
Choice of beverage (milk [white and chocolate] must be offered in addition to one (1) other beverage) may select milk and one (1) other beverage plus refill.

SPECIFICATIONS AND REQUIREMENTS

4. Salad Bar

The following shall be available at all times (minimum all meals, excluding breakfast).

SALAD BAR		
Mixed greens or spinach	Tomatoes	Onions
Cucumbers	Hard boiled eggs	Carrots
Fresh in season fruit (two (2))/canned	Salad dressings (six (6) [four (4) regular and two (2) low fat])	Dill pickles
Yogurt		
Meat Salad (chicken, turkey, tuna, salmon)		
Grated cheese (two (2); one (1) white, one (1) yellow)		
Cottage cheese		

N. MISCELLANEOUS FOOD ITEMS

1. Peanut Butter, smooth and crunchy, shall be U.S. Grade A or U.S. Fancy as referenced in <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3011890> and available at all main meals and meal breaks.
2. Other condiments are to be provided as required.

O. FOOD QUALITY REQUIREMENTS

All foods will be fresh, frozen or canned. Fried foods are no longer acceptable in the cafeteria.

1. Beef will be USDA Grade Choice, yield grade 2 or 3.
2. Pork will be USDA Grade Choice No. 1.
3. Veal will be USDA Grade Choice, yield 2 or 3.
4. Lamb will be USDA Grade Choice, yield 2 or 3.
5. Poultry will be US Grade A, USDA inspected.
6. Fish will be frozen US Grade A. Fresh fish may only be served with prior approval of the Academy Commandant.
7. Cured Meats and sausages will be made according to Federal Laws referenced in [Meat Preparation Fact Sheets](#).
8. Cheese will be US Grade A.
9. Eggs will be US Grade A.
10. Milk (white and chocolate) and milk products will be US Grade A. Skim, 2% Butterfat and whole milk will be made available.
11. Frozen foods will be US Grade A Fancy.
12. Fruits and vegetables will be fresh US Grade A, US #1.
13. Grains and grain products will be wholesome, free of contamination and purchased from a reputable Contractor.
14. Beverages will include milk (white and chocolate), fresh brewed coffee, tea, fruit and vegetable juices (regular and low sodium) and soft drinks (regular and diet). Decaffeinated coffee and tea will be made available.
15. All food items supplied must be within valid expiration dates. As referenced in [http://www.fsis.usda.gov/PDF/Food\\_Product\\_Dating.pdf](http://www.fsis.usda.gov/PDF/Food_Product_Dating.pdf) and the ORC <http://codes.ohio.gov/orc/3715.171>

## SPECIFICATIONS AND REQUIREMENTS

### P. NUTRITIONAL ANALYSIS

1. The nutritional analysis of the approved menu is to be available upon request. Additionally, when there are changes to the menu, the nutrient analysis for the menu change is to be posted in the OSHP Training Academy. The emphasis of the menu is to be on "Heart Healthy, Healthy Choice" menu items with a de-emphasis on fried foods. The OSHP Training Academy targets the guidelines for the USDA Healthy American 2010 to meet the Daily Recommend Intake (DRI) as referenced in <http://www.cnpp.usda.gov/Publications/USDAFoodPatterns/USDAFoodPatternsSummaryTable.pdf> of the Academy's students and staff.
2. To ensure that the DRI are met the Contractors will offer a variety of foods since no single food can provide all the nutrients needed by the body. The variety of foods will ensure that all essential and non-nutrients are provided.
3. Main meals shall fulfill the specific daily requirements as outlined in Section VI, Item P.

The Contractor shall work in conjunction with the Academy Commandant or his/her designee to meet the food service needs of the Academy. All menus must be planned and coordinated to insure the nutritional requirements of active adults are equivalent to their daily physical activity level: i.e., a day of planned strenuous physical activity would require a hearty breakfast, a light lunch, and a high carbohydrate dinner. A master menu must be provided with the Bid Response, which lists the portion size of each item and nutritional contents. The Contractor shall provide a four (4) week cycle menu projecting breakfast, lunch, and dinner meals. Any alterations or changes in meal contents shall be coordinated and approved with the Academy Commandant or his/her designee prior to implementation of any meal changes.

The Contractor shall develop a cycle menu consistent with the caloric and nutritional requirements of the projected seven (7) week training cycle. The daily caloric intake shall mirror the intensity of the training day's physical activity as outlined in the table below.

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

Recommended caloric split: Carbohydrates 50-55%, Fat 25-30%, Protein 15-25%.

Recommended caloric split >30% fat for the weekly average and >10% saturated fat.

### Q. RECORDS MAINTENANCE

1. Student Main Meals: The Contractor shall be required to maintain records to account for daily per main meal count for each student.
2. Administration and Visiting Personnel: The Contractor shall be required to maintain records to account for daily per main meal count for administrative and visiting personnel participating at each service. The Contractor shall collect the appropriate amount of money, as outlined in the Bid Price Page, from each person (non-student) that partakes of a particular main meal service (i.e. Breakfast, Lunch and Dinner). Administrative and visiting personnel, by approval of the Academy Commandant or his/her designee and required I.D. Badge, shall be permitted to partake in meals.
3. Main meal prices are to be consistent for visitors, staff, and students. The costs for visitor meals are to be paid by the consumer. Student/Administrative/Academy Personnel meal costs are to be paid by the OSHP Training Academy.
4. The Bureau of Workers Compensation (BWC) First Report of Injury (FROI) shall be provided to the Academy Commandant to document all injuries to personnel and guests injured on site at the OSHP Training Academy Cafeteria. Immediate verbal notification is to be made to the OSHP Training Academy staff on all injuries to anyone while at the OSHP Training Academy. Please refer to url: [OhioBWC - Common - Form: \(FROI\) - Introduction](#)

## SPECIFICATIONS AND REQUIREMENTS

### VII. FACILITIES, EQUIPMENT, UTILITIES:

- A. The OSHP Training Academy shall provide all presently on-site fixed and movable equipment, electricity, gas, water, heat and light operations for the food service Contractor. No equipment may be moved into or out of the OSHP Training Academy without the prior approval from the Academy Commandant or his/her designee. The Contractor should visit the site location and identify/clarify any concerns with the listed specifications as outlined in Section IV. The OSHP Training Academy will provide adequate initial inventory of glassware, china, silverware and small equipment (pots, pans). Responsibility for maintaining the inventory of these items will be that of the OSHP Training Academy. However, records of inventory count and purchase requisitions will be that of the Contractor and will be made available at the request of the Academy Commandant or his/her designee.
- B. Maintenance and Cleaning: The OSHP Training Academy shall be responsible for all equipment repairs and/or replacements. When repairs are required as a result of the willful act or negligent act on the part of the Contractor or its employees, cost of such repairs will be the responsibility of the Contractor as determined by the OSHP Training Academy. The OSHP Training Academy will be immediately notified of any needed repairs or replacement of equipment. The OSHP Training Academy shall maintain all food service facilities except for the routine cleaning of the kitchen and dining room areas per the specifications of this contract. In addition, random unannounced inspections of the food service areas and cafeteria will be conducted by the Academy staff. The results to be documented and provided to the Contractor. The OSHP Training Academy's responsibilities include:
- C. SPECIFICATIONS AND REQUIREMENTS:
  - 1. Cleaning of exhaust hood above stoves, on planned frequency, as prescribed in preventive maintenance schedule;
  - 2. Cleaning and maintenance of light fixtures;
  - 3. Cleaning and replacement of windows;
  - 4. Major cleaning of dining room and kitchen floors; following a planned program of stripping the floors; and application of correct finishes and maintaining the floor surface through periodic buffing. Refinishing of floor surfaces on a scheduled program will take into account the different use conditions, traffic, type of floors and activities in the kitchen and dining room area and;
  - 5. Wall cleaning on a scheduled frequency.

### VIII. INVOICING:

- A. The Contractor shall prepare a detailed monthly invoice in quadruplicate with appropriate documentation for amounts due to the Contractor. The Contractor shall prepare a monthly invoice in arrears in quadruplicate with appropriate documentation for amounts due to the Contractor for meals served to the OSHP Training Academy students. There is no guarantee of the number of meals to be served or sold. The Contractor must bill for the actual number of meals served, not the estimate. Cash sales to administration and visiting personnel will not be invoiced. The OSHP Training Academy requires an itemized monthly report of revenue generated by cash sales to non-students that are not billed to the OSHP Training Academy monthly in arrears.
- B. The OSHP Training Academy shall review and forward for payment the Contractor's invoice as referenced in Section X.
- C. All notices concerning requests for any amendment, change and/or exercising any clause of said contract shall be forwarded to all parties in writing and shall be forwarded by registered or certified mail to State Purchasing. A copy of the same shall be kept with the Academy Commandant or his/her designee of the OSHP Training Academy.
- D. The proposed contract shall contain all the agreements and conditions made by the parties and may not be modified orally or in any manner other than by official contract amendment issued by State Purchasing.
- E. Should any unscheduled or unforeseen OSHP Training Academy closings be caused by electrical, heat or water problems and/or weather conditions, or any unplanned circumstances., which would result in the closings of the OSHP Training Academy for more than one (1) day, the OSHP Training Academy shall advise the Contractor and make the necessary arrangements for the OSHP Training Academy closing until such scheduled conditions are normalized and scheduled classes are resumed. No service fees will be invoiced during emergency closures.

## SPECIFICATIONS AND REQUIREMENTS

### IX. OPERATIONAL OBJECTIVES:

Prospective Contractors are required to include in their proposals their operational objectives for the food service department of the OSHP Training Academy. These objectives must include the following:

- A. Formulation of long-range goals and plans.
- B. Specific overall organization objectives.
- C. Individual job objectives: provide job descriptions for each employee category.
- D. Provide a standardized recruitment policy that will provide the OSHP Training Academy with the best candidate possible from which employment selection may be made.
- E. Provide an example of any employee handbook that would be used at the OSHP Training Academy.
- F. Provide a taste testing procedure that would be instituted at the OSHP Training Academy to encourage safety/sanitation and validity of determination of the acceptability of products to purchase.
- G. Provide a production control procedure that permits the coordinated execution of production according to identified quality, sanitation and safety parameters as referenced in Section VI, Item G.
- H. Provide a policy for sanitation practices that is consistent with the Ohio Uniform Food Safety Code sanitation demands as referenced in Section VI, Item G.
- I. Provide the sanitation inspection report that is received by Franklin County Public Health [Franklin County Public Health | Food Safety](#) and would be routinely used at the OSHP Training Academy.
- J. Provide a food temperature and quality check procedure that will assure quality and safe temperature prior to service to all consumers as referenced in Section V , Item I, Number 3.
- K. Provide a safety program that would guard against accidents and provide treatment when accidents occur.

### X. CORRESPONDENCE AND INVOICING:

- A. The state of Ohio shall be responsible for payment of invoices under any contract awarded. All invoices, reports, or other correspondence of any kind, shall be forwarded to:

State of Ohio  
Ohio Department of Public Safety  
c/o Ohio State Highway Patrol Academy  
740 East 17<sup>th</sup> Avenue  
Columbus, Ohio 43211

- B. In accordance with the Ohio Revised Code, CH. 126.30 located at: <http://codes.ohio.gov/orc/126.30> payment will be made within thirty (30) days after receipt of a proper invoice.

### XI. BID SUBMITTALS:

- A. In addition to the previously requested information, each bidder must submit a four (4) week menu with portions, specifications and ingredients that will become part of a contract awarded in accordance with this bid. Deviation from this menu will be authorized only in writing by the Academy Commandant or his/her designee. Failure to provide such may deem your bid non-responsive and further consideration for award may not be given.
- B. All bids shall be accompanied by the latest published financial statement of the company making the bid and the most recent financial performance rating classification of said company as published by a nationally recognized, industry accepted source of such ratings.
- C. Bidders shall also supply information in support of their ability to properly service the proposed contract: reference the requirements of the bid in Section IV.
- D. Bids must include the name, title, business telephone number, and e-mail address of the bidder's representative primarily responsible as the point of contact for this bid.

PRICE SCHEDULE

OAKS ID	Unit	Meal Type (Requirement Description)	Unit Price (Student/Administrative /Academy Personnel)	OAKS ID	Unit Price (Visitors)
24479	Month	Management Fee	\$1,275.00 *		
24480	Each	Breakfast	\$3.60 *	24488	\$3.60 *
24481	Each	Lunch	\$7.10 *	24489	\$7.10 *
24482	Each	Dinner	\$7.10 *	24490	\$7.10 *
24483	Bulk per Day	Meal Break Items	\$2.45 *		
24484	Each	Meal Service for Support of State Fair	\$5.20 *		
24485	Each	Meal Service for Emergency Contingency	\$5.15 *		
24486	Each	Executive Meetings and Conferences	\$7.25		
24487	Each	Extra Inventory Usage	TBD		

For "Meal Service for Emergency Contingency", a usage of one (1) shall be used for evaluation. Extra Inventory usage pricing will be agreed upon in writing by the Contractor and the Academy Commandant or his/her designee at the OSHP Training Academy quarterly and upon request.

**ECONOMIC ADJUSTMENTS:** Pursuant to the Special Contract Terms and Conditions on page 4 of this ITB, the contract price(s) will remain firm for the first twelve (12) months duration of the contract. The State will evaluate all requested cost increases based on the Contractor's indicated cost factors and the current Consumer Price Index – Urban Consumers (CPIU) located at: <http://www.bls.gov/news.release/cpi.t01.htm> for Food Away from Home. The bidder must indicate on the Bid Price Page the contributing cost factors as percentages of the net per meal cost; e.g., food and beverage cost, labor cost, management cost, operational cost, etc. Cost factors not disclosed will not be considered for economic adjustment.

COST FACTORS	MEAL TYPE			
	BREAKFAST	LUNCH	DINNER	MEAL BREAK
FOOD	40%	40%	40%	40%
BEVERAGE	5%	5%	5%	5%
LABOR	43%	43%	43%	43%
MANAGEMENT	7%	7%	7%	7%
OPERATIONS	%	5%	5%	5%
OTHER (list by name)	%	%	%	%

\* Denotes economic price adjustment with amendment 5.

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](mailto:robert.lepera@acornfood.com)

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

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
6	12/07/16	Notice of non-renewal of contract beyond 05/31/17.
5	7/15/16	To indicate economic price adjustment with amendment 5 effective 7/15/16.
4	8/6/15	To indicate economic price adjustment with amendment 4 effective 8/6/15.
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.