INVITATION TO BID

ITB NUMBER: DRCB-11-0653
DATE ISSUED: 05/09/2011

The Ohio Department of Rehabilitation and Correction is requesting bids for:

Vending Services – Northeast Pre-release Center

INQUIRY PERIOD BEGINS: 05/09/2011

INQUIRY PERIOD ENDS: 06/01/2011

OPENING DATE: 06/07/2011

OPENING TIME: 3:00 P.M.

OPENING LOCATION: Operation Support Center
770 West Broad St. Columbus, Ohio 43222

This ITB consists of six (6) Parts and five (5) Attachments, totaling 26 consecutively numbered pages. Please verify that you have a complete copy.

Part One Executive Summary

Purpose. The Ohio Department of Rehabilitation and Correction (ODRC) is seeking competitive sealed Bids (hereinafter referred to as "Bid") from qualified vendors (hereinafter referred to as "Bidders") for the installation, stocking, servicing, maintenance and repair of all vending machines (hereinafter referred to as the "Project") at the Northeast Pre-release Center (hereinafter referred to as the "Institution"). If an acceptable Bid is made in response to this Invitation To Bid (hereinafter referred to as "ITB"), the Institution may enter into a contract (hereinafter referred to as "Contract"), to have the selected Bidder perform the Project.

The Contractor shall provide, install, stock, service, repair and maintain in proper operating condition and at high standards of quality, sanitation and cleanliness, vending machines of agreed types and agreed locations for the sale of food products, non-alcoholic beverages, and other such articles.

This ITB provides details on what is required to submit a Bid, how the Institution will evaluate the Bids and what will be required of the Bidder who executes a Contract (hereinafter referred to as "Contractor").

Institution Demographics. The Institution is a Female inmate min., med. security facility with a full-time staff of 167 employees. General population visiting is conducted 5 days per week, 10 hours per day, Friday through day5TBD . Visitors are not permitted to bring food and beverages into the Institution. Visitors depend solely on the vending machines in the visitor area to purchase consumable products for themselves and inmates they are visiting.

The following information reflects the annual sales for each vending area:

FY 2010 $15,423.00 (Employee Vending) $100,648.00 (Inmate Visiting)

Calendar of Events. The schedule for the ITB is given below to assist the Bidder in responding to this ITB. The following is the ITB schedule:

ITB Issued:	05/09/2011		
Inquiry Period Begins:	05/09/2011		
Inquiry Period Ends:	06/01/2011		
Deadline to Schedule Site Visit:	05/23/2011	at	4:30 pm
Site Visit:	05/25/2011	at	9:00 am
Bid Due Date:	06/07/2011		
Tentative Contract Award:	06/21/2011		
Equipment Installation Completion:	06/30/2011		

Structure of ITB. The ITB consists of the following Parts and Attachments:

Part One	Executive Summary
Part Two	General Instructions
Part Three	Scope of Project
Part Four	Requirements For Bids
Part Five	Evaluation of Bids
Part Six	General Terms and Conditions
Attachment One	Required Machines, Equipment, and Other Goods
Attachment Two	Bidder's Profile Summary
Attachment Three	Commissions Worksheet
Attachment Four	Contract Performance
Attachment Five	Contract

Project Representative. The Project Representative shall represent the Institution in matters relating to this ITB and the Bidding process. The Project Representative may be contacted as follows:

Name: Keasha L. Brown

Title: Contract Analyst

Mailing Address: 770 West Broad St. Columbus, Ohio 43222

Phone Number: (614) 466-4702

Fax Number: (614) 995-5103

E-Mail Address: keasha.brown@odrc.state.oh.us

Contract Monitor. Following Contract award, a Contract Monitor shall be the Contractor's primary point of contact for matters relating to the Contractor's performance of the vending service. The Contract Monitor may be contacted as follows:

Name: Mark Nemec

Title: Busniness Administrator 3

Mailing Address: 2675 East 30th Street, Cleveland, Ohio 44115

Phone Number: (216) 771-6460

Fax Number: (216) 771-8189

E-Mail Address: Mark.nemec@odrc.state.oh.us

Site Visit. There will be a **mandatory** site visit at the Institution on 05/25/2011 from 9:00 am . **Bidders are required to attend this site visit.** Participation in the site visit must be scheduled no later than 4:30 pm on 05/23/2011 . Interested Bidders may contact Mark Nemec, Busiiness Admin at (216) 771-6460 to register for the site visit. The Project Representative will respond to questions asked during the Site Visit via USPS to all prospective vendors. Bids received from a Bidder who did not attend the required site visit **will be rejected.**

Part Two General Instructions

Inquiries. Bidders may make inquiries or seek clarifications regarding this ITB any time during the inquiry period listed in the ITB Calendar of Events. To make an inquiry, Bidders must use the following process:

- Access the State Procurement web site at http://www.ohio.gov/procure;
- From the Navigation Bar on the left, select "Find it Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the ITB Number found on Page 1 of the document (ITB Numbers begin with DRC followed by a number);
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
    a. First and last name of the prospective bidder's representative who is responsible for the inquiry;
    b. Name of the prospective bidder;
    c. Representative's business phone number; and
    d. Representative's e-mail address.
- Type the inquiry in the space provided including:
    e. A reference to the relevant part of this ITB;
    f. The heading for the provision under question; and
    g. The page number of the ITB where the provision can be found.
- Click the "Submit" button.

Bidders submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Bidders will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Bidders may view inquiries using the following process:

- Access the State Procurement web site at http://www.ohio.gov/procure;
- From the Navigation Bar on the left, select "Find it Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the ITB Number found on Page 1 of the document (ITB Numbers begin with DRC followed by a number);
- Click the "Find It Fast" button;
- On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the Inquiry Period End Date.

Inquiries and or requests for clarification about a specific portion of this ITB must reference the relevant Part and/or Attachment of this ITB and include the provision heading with the ITB page number.

Bidders who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with ODRC staff or any other agency of the State to discuss the bid may result in the Bidder being deemed not responsive.

Bid Submission Requirements. Each Bidder must submit three complete, sealed, and signed copies of its Bid to the Project Representative, at the address listed in Part One with the outside of each envelope clearly marked "Vending Services for Northeast Pre-release Center".

Bids must be received no later than 3:00 p.m. local time on the Bid Due Date. The Project Representative **shall reject any Bids** or unauthorized Bid amendments submitted after the Bid Due Date. Each Bidder must carefully review the requirements of this ITB and the contents of its Bid. Once the Bid Due Date has passed, Bids cannot be altered, except as allowed by this ITB.

All Bids and other submitted material shall be the property of the Institution and shall not be returned. The Bidder should not include proprietary information in a Bid because the Institution maintains the right to use any materials or ideas submitted without compensation to the Bidder. Additionally, all Bids will be open to the public after Contract award.

The Institution will retain a copy of all Bids received as part of the Contract file for the term of the Contract and any subsequent renewals. After the State-scheduled retention period, the Institution may return, destroy, or otherwise dispose of the Bids and copies.

Bid Instructions. The ODRC wants clear and concise Bids, but Bidders should take care to completely answer questions and meet the ITB's requirements. Bids must demonstrate an understanding of the requirements and show experience providing like services as well as the ability to meet the service requirements.

The requirements for the Bid's contents and formatting are contained in Part Four of this ITB. Any Bidder shall submit only one Bid.

The State will not be liable for any costs incurred by any Bidder in responding to this ITB, even if the State does not award a Contract through this process. The State may decide not to award a Contract for the Project. It may also cancel this ITB and contract for the Project through some other process or by issuing another ITB.

Waiver of Defects. The State has the right to waive any defects in any Bid or in the submission process followed by a Bidder. But the State will only do so if it believes that is in the State's interests and will not cause any material unfairness to other Bidders.

Amendments to Bids. Amendments or withdrawals of Bids are allowed until 3:00 p.m. local time on the Bid Due Date. No amendments or withdrawals will be permitted after the due date, except as expressly authorized by this ITB.

Part Three Scope of Project

Objective. The objective of this ITB is to solicit Bids for vending services to the Ohio Department of Rehabilitation and Correction at the institution indicated. The successful Bid will form the basis of a contract for such services.

BACKGROUND – INSTITUTION RESPONSIBILITIES FOR VENDING SERVICES

The Institution shall, at its expense, provide the Contractor with necessary and sufficient heat, lights, hot and cold water, electricity and telephone access for the operation of the Project, but not beyond the present design capacities. The Institution will furnish a secured storage area, if available, in the main compound for use by the Contractor. The Institution will not assume any liability or responsibility for the safe keeping of the Contractor's products so stored.

The Institution may require interruption of vending service in cases of critical incident management or for other just cause reasons. The Institution will promptly and adequately notify the Contractor of any such interruption.

The Institution shall complete a criminal background check that includes, but is not limited to, L.E.A.D.S., local law enforcement checks and checks through the BCI&I and FBI.

Contractor Scope of Work for Vending Services

1) Without charge, the Contractor shall provide for the installation, service, maintenance, repair and good operating condition of the machines, equipment and other goods provided to the Institution. The Contractor shall coordinate with the Contract Monitor to schedule a date and time to install the machines, equipment and other goods. The Contractor agrees to make alterations of such space only with the written approval of the Contract Monitor. The Institution and the Contractor may agree to install additional machines. The Contractor shall be the owner of and retain title to, all machines, furnishings and equipment installed by the Contractor and all the contents thereof.
2) The Contractor shall provide vending machines, which are equipped to accept one and five dollar bills. All vending machines must also have cash counters.
3) The Contractor must provide their vending personnel at the Institution Friday - Monday with machines fully stocked in the Employee Vending and Inmate Visiting Area by 9:00 am ; additional stocking shall be required to meet demand.
4) The Contractor shall hire and maintain all employees necessary for the performance of the Contract. These employees shall be subject to health examinations as required by city, state or federal authorities.
5) The Contractor agrees to not permit any of its personnel not reasonably acceptable to the Contract Monitor to enter the Institution and to not hire, without the prior written consent of the Contract Monitor, any person formerly incarcerated at any ODRC institution.
6) The Contractor agrees that any of its employees must attend an orientation session prior to entering the Institution in accordance with ODRC Policy 39-TRN-12. The Contractor shall be financially responsible for the employee's time to attend this orientation. The Institution will provide the instructors and the training site.
7) The Contractor's employees must be in uniform at all times while at the Institution. All uniforms must be identified with company name and logo. Shorts, low-cut or tight-fitting clothing and jeans are not appropriate.
8) The Contractor shall maintain complete records of all products sold through the vending machines and of gross proceeds for each type of product and shall permit such records to be examined by the ODRC.

9) The Contractor shall provide an emergency contact telephone number, as emergency coverage must be available seven days per week, twenty-four hours per day. The Contractor shall provide a service response time of not more than 4 hours from the time of any emergency call from the Institution.

10) The Contractor shall maintain the vending machines, equipment and other goods in clean and sanitary condition. The Contractor shall remove and dispose of all garbage and trash that results from their efforts.

11) The Contractor shall be responsible for providing refunds in a timely manner to customers who fail to receive goods that have been paid for as well as damaged goods, outdated goods and unsatisfactory goods.

12) The Contractor agrees to meet as needed, at least quarterly, with the Contract Monitor, or their designee, to discuss Contract performance and compliance. The Contract Monitor will review all products that are sold in the employee vending areas on a quarterly basis and will play an active role in determining the selection and pricing of items to be stocked in these machines.

13) The Contractor agrees to fix the portion sizes and selling prices of vending items submitted as part of this Bid for the term of the Contract. Any request for a price or portion size change must be submitted, in writing, to the Contract Monitor. Such request shall be considered only if the Contractor can document an incurred cost increase of at least five percent. The Contract Monitor has the final approval for any price or portion size changes.

14) The Contractor agrees to rotate stock levels to ensure products are fresh and not outdated. All packaged and/or processed foods are to be clearly labeled or marked with the last date of sale. Products shall not be offered beyond the expiration date.

15) In consideration of performing the vending services in the Employee Vending Area including cash in the inmate visiting vending area, the Contractor shall make monthly commission payments to the Institution based on the fixed percentage set forth in Attachment Three, paid on gross sales adjusted for taxes. The Contractor shall submit with the monthly commission check documentation supporting their gross sales. Commission checks for the vending areas must be made payable to Northeast Pre-release Center *Employee Activity Fund.* The Contractor agrees to forward commissions to the Contract Monitor at The Institution no later than the 20th of the month. Such commissions are calculated according to monthly sales utilizing cash meter readings or other verification means. The Contractor and the Contract Monitor shall verify these readings at least quarterly.

16) In consideration of performing the vending services in the Inmate Visiting Vending Area, the Contractor shall make monthly commission payments to the Institution based on the fixed percentage set forth in Attachment Three, paid on total revenue collected for the cost of the card and any credits placed on the card, adjusted for taxes. The Contractor shall submit with the monthly commission check documentation/sales receipts to verify the grand total of card purchases and credited amount of all cards. Commission checks for the vending areas must be made payable to Northeast Pre-release Center *Industrial & Entertainment (I&E) Fund.* The Contractor agrees to forward commissions to the Contract Monitor at the Institution no later than the 20th of the month. Such commissions are calculated according to monthly sales utilizing meter readings or other verification means. The Contractor and the Contract Monitor shall verify these readings at least quarterly.

Part Four Requirements For Bids

Bid Format. Each Bid must include sufficient information to allow the evaluation committee to verify all aspects of the ITB in order to ensure all of the Bidder's claims of meeting the ITB's requirements. Each Bid must respond to every request for information in this ITB whether the request requires a simple "yes" or "no" or a detailed explanation. These instructions describe the required format for a responsive Bid. All required specifications must be met for the Bid to be considered responsive.

The Bidder may include any additional information it believes is relevant. All pages, except pre-printed technical inserts, must be sequentially numbered.

The Bid shall be organized in the following order and contain the following information. **Failure of the Bidder to provide any of the following items may result in rejection of the Bid:**

a) Cover Letter;
b) Bidder Profile Summary;
c) Statement of Compliance;
d) Available Products and Pricing;
e) Commission and Price Worksheet **(no more than one per vending area);**
f) Conflict of Interest Statement;
g) Contract Performance; and
h) Insurance.

Cover Letter. The Bidder must include a standard business letter signed by an individual authorized to legally bind the Bidder. The Bidder must be engaged in the business of providing vending services. The letter must include the following:

a) General company profile including a description of the Bidder's legal structure (e.g. corporation, partnership, etc.) and number of employees;
b) The address of the Bidder's home office; and
c) The name, telephone number, fax number and electronic-mail address of a contact person who has authority to answer questions regarding the Bid and receive notices following Contract award.

Bidder Profile Summary. Using the form in Attachment Two, the Bidder must show at least two years experience providing and servicing vending machines at sites comparable to the Institution (e.g., hospitals, schools, jails, and businesses). Information to be provided includes: company name and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this ITB. The form in Attachment Two may be replicated if additional space is needed.

Statement of Compliance. The Bidder must include a paragraph stating that they are able to contractually comply with all the following requirements:

a) The Contractor's Scope of Work for Vending Services listed in Part Three of this ITB;
b) The Terms and Conditions listed in Part Six of this ITB; and
c) The machines, equipment and other goods listed in Attachment One of this ITB.

If there are any requirements in the Contractor's Scope of Work for Vending Services or Terms and Conditions with which the Bidder is unable to contractually comply, the Bidder must provide a detailed statement as to why that term cannot be met.

Available Products and Pricing. The Bidder will submit a list of standard food products to be vended, including portion sizes and selling prices, in order to provide the range of items avail able. **The portion sizes and selling prices of all of the products on this list shall include the portion sizes and selling prices for the thirty-two items listed in Attachment Three. Such sizes and prices shall remain the same during the term of the contract, except as provided in this ITB at Part Three,**

Item # 13. The sole purpose for this submission is for the Institution to select the products to be vended by the Contractor.

Commission and Price Worksheet. Using the form(s) in Attachment Three, the Bidder shall calculate the commissions for the term of the contract period. The Bidder must submit on page one of Attachment Three, only one percentage of commission that will be paid to the Institution Employee Activity Fund, for the sale of all vended items, including cold (perishable) food in the employee vending area and cash in the inmate visiting vending area. Additionally, the Bidder must submit on page two of Attachment Three, only one percentage of commission that will be paid to the Institution Industrial and Entertainment Fund, for the revenue/cash collected on the sale of the card plus any credits purchased on the card. Once the Contract is awarded, the Institution may negotiate an advancement of the commission with the Contractor.

In addition, Attachment Three lists thirty-two items that will be vended in the respective areas. The Bidder shall submit the name brand, portion size, selling price and cost per ounce for each of these items. **The Bidder shall also submit the average cost per ounce, for each of the four vending categories (hot and cold beverages, snacks, and cold foods) for both vending areas (employee and inmate), by totaling the cost per ounce for the four items and dividing by four.** This information along with the vendor's proposed commissions, will be used to evaluate bids as described in Part Five of this ITB.

The points for totaled average cost per ounce and commissions for the two (employee and inmate) vending areas will be added together for a possible total of eighty points.

Bidders shall submit only one Attachment Three page 1 (Employee Vending Area) and only one Attachment Three page 2 (Inmate Visiting Vending area).

Conflict of Interest Statement. Each Bid must include a statement indicating whether the Bidder, or any people that may work on the Project through the Bidder, have a possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of the Project. The ODRC has the right to reject a Bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Contract Performance. The Bidder must complete Attachment Four.

Insurance. Bidders shall submit proof of the ability to procure and maintain insurance with a carrier licensed to do business in the State of Ohio with limits not less than those set forth in Contractor's Indemnification-Insurance heading in Part Six.

Part Five Evaluation of Bids

Evaluation of Bids Generally. The evaluation process may consist of up to four phases:

1. Initial review for defects;
2. Bid Evaluation;
3. Bidder's Performance History with Other Jurisdictions; and
4. Interviews, Presentations, and/or Demonstrations.

It is within the purview of the evaluation committee to decide whether phases three or four are necessary. The committee has the right to eliminate or add phases if the committee believes doing so will improve the evaluation process.

Rejection of Bids.

A. The Institution **may** reject any Bid for one of the following reasons:
   1. Any requirements for Bids in Part Four are not met;
   2. An affirmative answer to any question as set forth in Attachment Four;
   3. A material deviation from the required format and the Bid instructions; and
   4. The Bid does not address any other material requirements of the ITB.

B. The Institution **shall** reject any Bid that does not meet any of the following mandatory requirements:
   1. Bid submitted after the Bid Due Date; and
   2. Bidder did not attend the Site Visit.

Additionally, the Institution may cancel this ITB, reject all the Bids, and seek services through a new ITB or other means.

If a Bid is not rejected pursuant to the above criteria, then the Evaluation Committee shall review it.

Clarifications & Corrections. During the evaluation process, the Project Representative or the Evaluation Committee may request clarifications from any Bidder under consideration. Also, the Bidder may be given the opportunity to correct defects in its Bid if the Project Representative believes doing so does not result in an unfair advantage for the Bidder and it is in the ODRC's best interests.

Initial Review. The Project Representative will review all Bids for their format and completeness. The Project Representative may reject any incomplete or incorrectly formatted Bid, though they may also elect to waive any immaterial defects or allow a Bidder to submit a correction or clarification.

Bid Evaluation. Using the cost per ounce information provided in Attachment Three, the Evaluation Committee will determine an average cost per ounce for each of the four categories (hot and cold beverages, snacks, and cold foods). The average cost per ounce for each category will be totaled for a single dollar amount.

This calculation will be done for both the employee and inmate visiting areas.

The maximum number of points (20) will be awarded to the **lowest** totaled average cost per ounce for each of the two (employee and inmate) vending areas. Remaining bids will be awarded points based on their totaled average cost per ounce with each subsequent higher totaled average cost per ounce receiving a one-point reduction (e.g. 19 … 18…).

Similarly, the Evaluation Committee will award the maximum number of points (20) to the **highest** percentage of commission offered for each of the two (employee and inmate) vending areas. The remaining bids will be awarded points based on the percentage of commissions offered for each of the

two (employee and inmate) vending areas with each subsequent lower percentage of commissions offered receiving a one-point reduction (e.g. 19…18…).

The points for totaled average cost per ounce and commissions for the two (employee and inmate) vending areas will be added together for a possible total of eighty points. The highest total points will determine contract award if the bidder is considered responsive and responsible.

In the event of a tie for the highest total points, the Evaluation Committee will multiply the prior fiscal year's sales for each vending area as noted in Part One, Institutional Demographics, by the offered commission and add the two fund totals together. The highest total dollar amount will determine the contract award.

IN THE EVENT THAT THE INSTITUTION RECEIVES ONLY ONE (1) BID, THAT BID WILL BE EVALUATED AS REQUIRED BY THE ITB EXCEPT THE CONTRACT WILL NOT BE AWARDED BASED ON THE HIGHEST TOTAL POINTS. IN THAT EVENT, THE CONTRACT WILL BE AWARDED ONLY IF THE BID IS IN THE BEST INTEREST OF THE INSTITUTION AS DETERMINED BY THE BID INFORMATION (E.G., COMMISSIONS AND PRICING) IN ATTACHMENT THREE, IN ADDITION TO THE BID BEING CONSIDERED RESPONSIVE AND RESPONSIBLE. IF THE BIDDER'S ATTACHMENT THREE IS NOT IN THE INSTITUTION'S BEST INTEREST THEN THE ITB WILL BE CANCELED AND THE BID REJECTED.

Bidder's History of Contract Performance. The Evaluation Committee shall conduct evaluations of each Bidder by contacting current and/or past customers of the Bidders taken from the list responsive to Attachment Two. This will aid in the determination of whether the Bidder is responsible. The Evaluation Committee shall obtain information relevant to the requirements of this ITB that is deemed critical not only to a successful Project, but also to the working relationship between the Institution and the Contractor.

To maintain quality assurance in this phase of the evaluation process, all information sought by the Evaluation Committee shall be obtained in a manner such that no Bidder is provided an unfair competitive advantage. The Evaluation Committee has the right to determine the number of contacts made by the Evaluation Committee to ensure whether or not the Bidder can fulfill the requirements of this ITB.

Interviews, Demonstrations, and Presentations. The Evaluation Committee may require Bidders to interview, make a presentation about the Bid and/or demonstrate their equipment, machines, products or services. Such presentations, demonstrations and interviews provide a Bidder with an opportunity to clarify its Bid and to ensure a mutual understanding of the ITB content. This phase shall be scheduled at the convenience and discretion of the Evaluation Committee. This phase is not an opportunity for any Bidder to engage in any negotiations over the form of the Bid or requirements of this ITB.

The Evaluation Committee shall document all major evaluation decisions in writing, and make these a part of the Contract file along with the evaluation results for each Bid.

Background Investigations. All of the Contractor's employees that will be working at the Institution must pass a background investigation prior to entering the Institution. The ODRC will conduct a criminal background check that includes, but is not limited to, L.E.A.D.S., local law enforcement checks and checks through the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation. This will be done prior to Contractor's employees coming on site and at no expense to the Contractor.

The Contractor will perform, be financially responsible for, and provide a copy to the Project Representative of the following background checks:

- Employer reference checks;
- Personal reference checks;
- Operators license checks;
- Military service checks; and
- Drug tests.

Financial Ability. If the Evaluation Committee is concerned that a Bidder may not be a viable going concern or have sufficient financial backing to perform the Contract, they may insist that a Bidder submit financial statements (i.e. financial statements audited by independent, certified public accountant) for the past three years. This is not an essential element of the initial evaluation phase, but may be requested at any time. If the Evaluation Committee finds that the Bidder's financial ability is not acceptable, they may reject the Bid despite its other merits.

Contract Award. The Contract shall be awarded to the responsive and responsible Bidder with the highest point total as set forth in the provision for Bid Evaluation in Part Five.

At that time, the selected Bidder will receive two original Contracts, as exemplified by Attachment Five, to sign, date and return to the Project Representative.

If this ITB results in a Contract award, the Contract will include this ITB, written amendments to this ITB, the Contractor's Bid, and written, authorized amendments to the Contractor's Bid. The Contract may also include any materials or documents attached and incorporated in these documents. Attachments One through Five are attached and incorporated into this ITB. The general terms and conditions for the Contract are contained in Part Six of this ITB.

If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This ITB, as amended;
2. The documents and materials attached and incorporated into this ITB;
3. The Contractor's Bid, as amended; and
4. The documents and materials attached and incorporated into the Contractor's Bid.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence.

Notice of Award. The Institution shall send notice of the decision to award the Contract for this Project to each Bidder.

Part Six General Terms and Conditions

For each provision in Part Six of this ITB, the Bidder shall state that it has read, understands, and shall be contractually obligated to comply with each such provision.

PERFORMANCE

Grant. The Institution hereby grants the Contractor exclusive right and privilege to operate a vending service on the Premises of the Institution (hereinafter referred to as the "Premises") and to sell upon such Premises, through automatic vending machines, food products, non-alcoholic beverages and other articles as shall be approved by the Institution's Deputy Warden of Administration (hereinafter referred to as the "DWA") or designee.

Term. This Contract shall become effective when all signatures are affixed (hereafter referred to as "Effective Date") and remain in full force and effect for a period of three years from the Effective Date. This Contract shall be automatically renewed for an additional period of one year, unless terminated by either party by giving sixty days notice in writing to the other party of its intention to do so.

Taxes. The Contractor agrees to pay all federal, state and local taxes which may be assessed against the Contractor's equipment or merchandise while in or upon the Premises, as well as all federal, state or local taxes assessed in connection with the operation of its vending services upon the Premises.

CONTRACT ADMINISTRATION

Records And Financial Arrangement. During the term of this Contract, the Contractor shall maintain accurate records, including but not limited to, all sales revenues and merchandise inventories in connection with the services under this Contract. The Contractor shall keep all records on file by Contractor for a period of three years from the termination date of this Contract. Contractor shall, upon reasonable notice, give any authorized representative of the Institution the privilege of inspecting, examining, copying and auditing such business records during normal business hours, at Contractor's headquarters in the State of Ohio. The Contractor will freely lend its own assistance in making such inspections, examinations and audits.

Equal Employment Opportunity. The Contractor, in performing work required by this Contract, shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, sexual preference, disability, veteran status or age in violation of federal, state or local laws.

Contractor's Indemnification – Insurance. The Contractor shall hold the Institution harmless from any and all claims of its employees for wages, salaries or related taxes and benefits.

The Contractor shall indemnify and hold the Institution, its employees, agents, guests or visitors, harmless from any and all loss, damage, injury, death or liability arising directly or indirectly out of the Contractor's operations under this Contract. This includes operation of equipment, acts of omission, commission or negligence of the Contractor under this Contract, and any loss, damage, injury, death or liability caused by the Contractor's negligent acts, omissions or commissions and arising out of the consumption or use of the products sold.

Each party shall promptly notify the other party in writing of any claims that may involve liability for the other party.

During the term of the Contract, the Contractor shall procure and maintain with insurance carrier licensed to do business in the State of Ohio the following insurance with limits not less than those set forth below:

(1) Workers' Compensation Insurance covering Contractor's employees as prescribed by the laws of the State of Ohio;

(2) Commercial Automobile Liability insurance with a combined single of at least $500,000.

(3) Comprehensive General Liability at all times during the term of this Contract, the Contractor, at its sole cost and expense, shall carry and maintain a policy of commercial general liability insurance coverage for bodily injury, personal injury, wrongful death and property damage coverage together with all costs of defense. The defense cost shall be outside of the policy limits. Such policy shall designate as an additional insured the "State of Ohio, as its interest may appear" and shall bear an endorsement to the effect that the insurer agrees to notify the Institution in writing not less than thirty days in advance of cancellation, non-renewal or decrease in coverage. This insurance shall be primary and non-contributory over all other applicable insurance. The policy shall include a per project aggregate which lists the specific project or work being performed for the State in order to provide full policy limits for each State contract. The policy will also be endorsed to include a blanket waiver of subrogation. Such policy of insurance shall be issued by an insurance company licensed by the State of Ohio and be classified as an admitted carrier protected by the Ohio Insurance Guarantee Association and acceptable to the State of Ohio. Before the execution of this Contract, the Contractor shall provide to the Institution a certificate of insurance to evidence such policy, for approval by the ODRC' s Legal Counsel. The insurance company issuing the policy must carry at least an A-rating or better from A.M. Best.

MINIMUM POLICY LIMITS:

$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$1,000,000	Per Occurrence
$1,000,000	Personal and Advertising Injury Limit
$ 100,000	Fire Legal Liability
$ 10,000	Medical Payments

Termination Of Contract. If either party fails to meet or fulfill the terms and provisions of this Contract, the party claiming such failure may, at its option, give written notice of the breach claimed to the other party. If, within thirty days from receipt of such notice, such failure has not been corrected or arrangements made for settlement, the claiming party may then terminate this Contract for cause sixty days after giving written notice of termination to the breaching party.

Either party may terminate this Contract at any time and for a valid reason by providing the other party a written notice sixty days prior to the date of termination.

If either party is prevented from performing under this Contract because of fire, civil disturbances, the public enemy, acts of God, other casualties, labor disputes or other disturbances beyond the control of either of the parties, the disruption shall not be considered a default of the terms of this Contract. The effective term of this Contract may be extended for a period equal to the periods of suspended performance in order to provide the number of operating days, based on the terms of this Contract. The party wishing to exercise this option must notify the other party in writing at least sixty days prior to the date that this Contract or an extension of it would normally terminate.

On termination or expiration of this Contract, the Contractor shall, as soon thereafter as is feasible, vacate all parts of Premises occupied by the Contractor and return the Premises together with all the equipment and fixtures furnished by the Institution pursuant to this Contract in the same condition as when originally made available to Contractor, excepting reasonable wear and tear.

If the Contractor fails to remove its property and effects within thirty days after the actual termination date, the Institution may remove and ship any remaining property and effects to the Contractor at the address listed herein at the Contractor's expense.

Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the parties that an independent Contractor relationship is not established under the terms and conditions of this Contract; that employees of Contractor are not, nor shall they be deemed to be employees of the Institution, and that employees of the Institution are not, nor shall they be deemed to be employees of Contractor.

CONSTRUCTION

Entire Contract. This Contract constitutes the entire understanding between the parties and all other communications whether written or oral with reference to the subject matter of this Contract are cancelled and superseded.

Amendments--Waiver. No variation or modification of this Contract and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Contractor and the Institution.

The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

Severability. If any term or provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions or terms of this Contract will remain in force and effect to the fullest permitted by law.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings. The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

Notices. For any notice under this Contract to be effective, it must be made in writing and sent by hand, certified, registered mail, or electronic mail to the address of the appropriate representative as provided below unless the ODRC or the Contractor has notified the other party, in accordance with the provisions of this section, of a new mailing address.

For the Contractor:	For the Institution:
Name: _____	Name: _____
Title: _____	Title: _____
Mailing Address: _____	Mailing Address: _____
E-Mailing Address: _____	E-Mailing Address: _____

LAW AND COURTS

Compliance With Laws. The Contractor agrees to comply with all federal, state and local laws and regulations governing the preparation, handling and serving of foods and to procure and keep in effect all necessary licenses, permits and food handler's cards required by law. Further, the Contractor agrees to post such permits within the vending areas in a prominent place as required by law.

The Contractor agrees to comply with all applicable federal, state, and local laws and regulations in performing this Contract, including but not limited to, wages and hours of employment. The Institution reserves the right to send an inspection committee to visit the Contractor's food preparation areas, as it deems necessary.

Drug-Free Workplace. The Contractor will comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all of its employees while working on state property will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Conflicts Of Interest. No personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract, to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official or employee's duties. The Contractor will disclose to the Institution any such person who acquires an incompatible or conflicting personal interest related to this Contract and the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when the Institution has determined that said person's participation in any such action would not be contrary to the public interest.

Ohio Ethics And Elections Laws. The Contractor agrees that no employees of the Ohio Department of Rehabilitation and Correction (ODRC) will be hired or contacted by the Contractor without compliance with Ohio Ethics Laws after the termination of their employment with ODRC.

The Contractor certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio ethics law, Ohio Revised Code (ORC) Section 102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Divisions (I) or (J) of ORC Section 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor of the State of Ohio or to his campaign committees.

Injunctive Relief. Nothing in this Contract is intended to limit the Institution's right to injunctive relief if such is deemed necessary to protect its interests.

Assignment and Subcontracting. Neither party shall assign or transfer this Contract, or any part thereof, nor enter into any subcontracts for services under the Contract, without the prior, written consent of the other party.

Governing Law. This Contract and any amendment, modification, alteration or attachment shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable.

Any action or proceeding against any of the parties hereto relating in any way to this Contract or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio. The Ohio Court of Claims is the proper jurisdiction for any action or proceeding against the Institution. The parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

Multiple Counterparts. This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ATTACHMENT ONE: Required Machines, Equipment, and other goods

The Institution requires the following types of machines and equipment in the stated quantities and locations:

1. Inmate Vending

Visiting Room, Main Building

1 Dual Cup Hot Beverage
Small and Large Cups
Standard
Premium Grind

1 10 Select Cold Beverage Machine

1 Glass Front, Large-Capacity Snack
Candy, Peanuts & Crackers
Chips
Pastry
Popcorn
Gum &Mints

2 Cold Fresh Food Merchandiser
Lunch Sandwiches
Breakfast Sandwiches
Fruits
Yogurt/Pudding
Salads
Cheese Trays

1 Condiment Stand with 2 Microwave Ovens

2. Employee Vending

*Employees will use machines located in the inmate visiting Area.

ATTACHMENT ONE: Required Machines, Equipment, and other goods (continued)

The Institution also requires that the inmate vending in the visiting room be a cashless vending system.

The several components needed to implement a cashless vending system for the visitation area of the Institution, generally consist of vending machines with a cashless payment controller for visitor use in conjunction with bill validator and coin acceptor for Institution staff use, payment media (i.e., user card), card dispenser, card crediting, readers/payment terminals, data collection devices, card programming software, and system software.

The cashless vending system will be comprised of a card-dispensing machine that accepts cash only and dispenses either cards or PAYKEYS for a fee of $2.00. The card (all future references to "card" also refers to PAYKEYS) can then be placed into a crediting machine accepting cash only to deposit cash credits/value on the card so that it can be used in the vending machines of the inmate visiting area. As each bill is inserted, the total credits are visibly displayed on the crediting machine. Each vending machine must be Multi-Drop Bus (MDB) compatible of recent vintage and display card balances. Each vending machine will have a card reader that debits the card the amount of each purchase and the remaining funds are stored on the card. The card can be revalued, meaning the card's value can be increased at the crediting station.

The card must be programmable, i.e., either a Smart card with stored value or a PAYKEY with RFID (radio frequency identification technology) capabilities. Security is a concern at the Institution; and, therefore, any card must be durable, tamper resistant, reusable, not easily destroyed, and exclusively usable at the Institution. The card must be capable of establishing maximum credit (e.g., up to $50.00) as determined by the Institution and be non-refundable. The ability to control card acceptance is important. Therefore, cards purchased by visitors must only work in the Institution's visiting area and not usable at other institutions.

The card dispenser shall be secured to the wall in the visitor waiting section of the Institution (e.g., entry building) for the visiting persons to purchase both the cards and credits anticipated to be spent during the visit.

The Contractor shall provide a separate cash-to-card crediting machine if the card dispensing machine is not capable of crediting/adding value to, the card. The Institution prefers only one machine that both dispenses and adds credit to the card. However, if such a combination machine is not possible, the crediting machine should be secured to the wall next to the card dispenser.

The Institution wants off-line technology. Unlike on-line systems, no wiring is permitted to connect point-of-sale devices or crediting machines to a centralized host computer.

A sign shall be posted by the Contractor next to the card dispensing and crediting machine(s) instructing visitors on the "no cash" policy in the visiting area and how to use the cashless vending system. The instructions will cover the following areas **:**

1. How to purchase the card and its cost.
2. How to purchase credits on the card, including that any money deposited will not be returned.
3. Maximum credit allowed on the card.
4. The card is non-refundable.
5. The card is reusable only at the institution of purchase. Cards purchased by visitors shall not be given to an inmate.
6. How to use the vending machine to access available credit on the card.
7. Contractor contacts (e.g., names and phone numbers) for any visitor problems.
8. The Institution and Contractor are not responsible for lost, damaged, or stolen cards.

All of the vending machines shall be equipped to accept cash and cards. The card system involves an account balance residing in the reader/payment media. The transaction is completed entirely inside the reader.

The Contractor must provide the Institution with a backup point-of-sale device to sell and credit/value cards on a temporary emergency basis until the Contractor can repair the equipment that becomes inoperable. The backup device will be operated and maintained by the Institution and be accessible, for auditing or other justified purpose, to the Contract or upon a reasonable request. It is the responsibility of the Contractor to replace any backup device t hat is not repairable unless the Institution negligently caused the damage to the equipment, as determined by the Ohio Court of Claims or appellate court judgment.

All cashless equipment must be reasonably secure and theft and tamper resistant. All cash collected from the equipment shall be considered the Contractor's cash and it is the responsibility of the Contractor to collect and secure on a periodic basis.

Accounting of electronic funds spent at each vending machine is not necessary for the Institution. Any cash collected for the cost of the card and credit placed on the card, regardless of the amount spent or unused on the customer's card, shall be considered revenue upon which the Institution's commission for the I & E Fund is based, as set forth in Part Three, Item #16. The Contractor must provide the Institution with the ability to read the sales revenue of the crediting and card dispensing machine(s). The Institution should have a "total card/value key" to verify the grand total of cash in the machines by reading a non-resettable meter. If the machine is replaced for any reason then the Institution shall be given the opportunity to read the grand total from the meter(s) before it is replaced.

Employees working in the Visiting Room will not use the card/cashless system, but instead they will use cash for vending purchases in a machine capable of handling both types of transactions. Commissions due on the cash deposited into the Visiting Room vending machines by employees shall be handled in the manner provided in Part Three, Item #15. The Contractor shall provide the Institution with a "total card/value key" or some other reasonable means to verify the amount of cash revenue in the machine such as reading a non-resettable meter.

The strategy for cashless vending is to have the following outcomes: high technology, low infrastructure, and simple operation and use. **The Contractor is required to provide the Institution one of the following four cashless vending systems for use in the Visiting Room:**

1. eSecure Peripherals www.esecureperipherals.com
2. Debitek www.debitek.com
3. PAYKEY www.paykeytech.com
4. ITC Systems www.itcsystems.com

eSECURE PERIPHERALS SYSTEM REQUIREMENTS

eSecure Peripheral's cashless payment solution is comprised of several components, including user access media, card dispenser, card recharge, card programming software, data collection software, and card readers attached to vending machines.

eSecure Peripherals' smart cards contain an embedded RFID smart chip. The chip communicates, via radio frequency, with an eSecure ecTouchRF vending terminal to provide cashless transactions. ecTouchRF allows users, upon authentication of valid funds residing in the smart card, to make purchases in the vending machines.

Visitors can purchase a card from an eCash card-dispensing machine by inserting cash into the bill acceptor. The eCash recharge machine adds credits to a card after the initial purchase of the card. Users simply touch their ecSmart card to start the transaction and insert bills into the bill validator. Touching the ecSmart card a second time puts funds onto the card and ends the loading process.

eSecure's data collection software enables the Institution and a Contractor to download usage summary data from ecTouchRF vending terminal, eCash Recharge Station, and eCash Card Dispenser. The Institution will only be collecting data from the station and dispenser to verify commissions due.

The software provides the Contractor the ability to manage smart cards. The card programming software is installed onto the Contractor's computer. An eSecure programming terminal is connected to the computer. Card operating parameters (i.e., site code, Contractor code, pre-value cards, and maximum card balance) can be downloaded onto the smart cards through the programming terminal.

DEBITEK SYSTEM REQUIREMENTS

The Debitek MoneyClip Electronic Cash System uses a smart card.

The Cash-to-Card Revalue Station with Card Dispenser allows the user to purchase a smart card and then purchase credits for the card. The Institution may use the hard meter and a "View Grand Totals" card for the Cash-to-Card with Dispenser and the vending machines.

Each MDB vending machine must be equipped with a MoneyClip MDB-NP Vending Interface System (VIS) that is installed in the machine allowing users to make purchases using their smart card.

The Datacollector Advantage System programs readers with locations, asset numbers, prices, and site codes. This is used in the Cash-to-Card with Dispenser as well as in the readers of the vending machines. The Contractor must use Datacollector Advantage operating on a commercially available Palm device with Serial Cable to collect data from each reader. Once transactions have been collected, data is downloaded into Debutil and reports are generated for Contractor/Institution settlement.

Debitek DebUtil for Windows Settlement Software reconciles electronic cash transaction data--all of the total card purchases and total card credits from the Cash-to-Card Station and sales at the vending machines Debutil provide sales data by site code.

Debitek Prime Solution Software Suite provides all of the tools necessary to manage the MoneyClip System. The suite includes Key Administration System, Administrative Card Maker, and User Card Maker. It has program modules to create and manage encrypted keys, as well as the creation of programming, maintenance, and user cards. This insures that the Contractor has control of the security of the system and can service and create the keys and cards that enable the system.

PAYKEY SYSTEM REQUIREMENTS

PAYKEY uses RFID to securely transfer money and data from a visitor's PAYKEY (cashless media device) to and from a vending machine. The PAYKEY acts as a small computer equipped with a microprocessor that can be read by the PK1 reader on all vending machines. The PK1 reader recognizes the PAYKEY's codes for the system and allows vends by inserting the PAYKEY into the reader.

The visitor makes a cash purchase of a PAYKEY from a PAYKEY Purchase Station/vending machine. The minimum standard for this machine is a Crane National 168 or GPL178 snack vendor or APi 121/131 snack vendor equipped with a currency validator and PAYKEY PK2 reader.

The visitor then credits the PAYKEY by inserting both cash and PAYKEY into a RCS 101 Recharge Station attached to the Purchase Station. The Recharge Station is equipped with a PAYKEY PK2 reader and a currency validator.

The PAYKEY PK2 accountabilit y device with a Special Accountability PAYKEY allows the Contractor and the Institution to extract sales data from the Purchase Station and the Recharge Station.

If the Recharge Station is inoperative, the PAYKEY PK300, is a point-of-sale reader that will be used as a backup by Institution staff for manual crediting of PAYKEYs until the Station is repaired. The PK 300 keeps track of the credited total for repayment to the Contractor. The PK300 is equipped with a printer to allow the Institution and Contractor to print a report/receipt that reveals the amount of credited money owed the Contractor.

In the event the Purchase Station becomes inoperative, the Institution will also need a reasonable supply of PAYKEYS to sell to visitors until the Station is repaired.

The PAYKEY Airwrite Software and the Base Unit used to connect to a PC provide the Contractor a secure method to "codify" PAYKEYs, PK1s, and PK2s used in the machines.

ITC SYSTEMS REQUIREMENTS

ITC Systems offers a stored value off-line solution where transact ions are deducted from value encoded on smart chip cards. Cards utilized in this solution are durable, highly secure and reusable. All cards are programmed with high security encryption including a site code to limit use to a particular institution.

Each vending machine is interfaced to an ITC card reader installed in the machine, which deducts the transaction amount from the value stored on the card. These readers can be programmed to only accept cards with up to a specific amount encoded on them, as required by the Institution. Visitors can purchase and/or add value to their cards using ITC Systems' Card Dispensing / Value Adding Kiosk which accepts bills up to $20.00 in value (optionally larger bills). This Model #2080U-I-D Kiosk (or latest equivalent) can also be programmed to only allow loading up to a specific value on to a card.

In the event a Kiosk ever becomes inoperable, loading value to cards can also be easily accomplished on an "across the counter" basis via an ITC Systems' Model 2035, Mini Transaction Till (or latest equivalent) (a Smart Card Reader with keypad specifically designed for adding/deducting value from cards).

In order to obtain revenue readings from the Kiosk and readers, comprehensive meter readings/non-resettable meter information can be obtained via the units LCD display, or printed out via a hand held printer.

ITC Systems' optional "SmarTrack" Transaction and Financial Settlement Software enables card system administrators to securely track and manage all their off-line transactions, financial information and reconciliation. The software enables administrators to efficiently collect transaction data, including deposits, expenditures, and e-purse transactions from every terminal in the system using a hand-held Palm or Pocket PC device with ITC data-collection software. Transaction data is then processed and reconciled through SmarTrack's settlement system where customized reporting and fund disbursement is managed. Reports for specific device(s) groups and more can be accessed over the web, with information available dependent on the security access rights of the user.

ATTACHMENT TWO Bidder Profile Summary

Business Name:	Contact Person:	
Business Address:	Phone Number:	
Project Name:	Beginning Date of Contract: Month/Year	Ending Date of Contract: Month/Year
Description of related services provided:		

Business Name:	Contact Person:	
Business Address:	Phone Number:	
Project Name:	Beginning Date of Contract: Month/Year	Ending Date of Contract: Month/Year
Description of related services provided:		

Business Name:	Contact Person:	
Business Address:	Phone Number:	
Project Name:	Beginning Date of Contract: Month/Year	Ending Date of Contract: Month/Year
Description of related services provided:		

ATTACHMENT THREE page 1 (Employee Vending Area)

HOT BEVERAGES

Item**	***Brand Name & Portion Size***	***Selling Price***	***Cost Per Oz.***
Large Hot Coffee	_____	_____	_____
Small Hot Coffee	_____	_____	_____
Large Hot Chocolate	_____	_____	_____
Small Hot Chocolate	_____	_____	_____
		AVERAGE COST PER OZ.	_____

COLD BEVERAGES

20 oz. Brand Name Bottled Pop	_____	_____	_____
12 oz. Brand Name Fruit Juice	_____	_____	_____
20 oz. Brand Name Bottled Water	_____	_____	_____
12 oz. Brand Name Canned Pop	_____	_____	_____
		AVERAGE COST PER OZ.	_____

SNACKS

Large Bag Brand Name Potato Chips	_____	_____	_____
2.07 oz. Standard Size Snickers Candy Bar	_____	_____	_____
3.5 oz. Brand Name Microwavable Popcorn	_____	_____	_____
Hostess Cupcakes	_____	_____	_____
		AVERAGE COST PER OZ.	_____

COLD FOODS

Cheeseburger Sandwich	_____	_____	_____
Sausage and Egg Biscuit Sandwich	_____	_____	_____
Brand Name Canned Pineapple	_____	_____	_____
Plain Bagel with Cream Cheese	_____	_____	_____
		AVERAGE COST PER OZ.	_____

AREA	COMMISSION BID
EMPLOYEE VENDING AREA (including cash in the inmate visiting vending area)	____Percentage of commission paid on all items sold.

ATTACHMENT THREE page 2 (Inmate Visiting Vending Area)

HOT BEVERAGES

Item**	***Brand Name & Portion Size***	***Selling Price***	***Cost Per Oz.***
Large Hot Coffee	_____	_____	_____
Small Hot Coffee	_____	_____	_____
Large Hot Chocolate	_____	_____	_____
Small Hot Chocolate	_____	_____	_____
	AVERAGE COST PER OZ.		_____

COLD BEVERAGES

20 oz. Brand Name Bottled Pop	_____	_____	_____
12 oz. Brand Name Fruit Juice	_____	_____	_____
20 oz. Brand Name Bottled Water	_____	_____	_____
12 oz. Brand Name Canned Pop	_____	_____	_____
	AVERAGE COST PER OZ.		_____

SNACKS

Large Bag Brand Name Potato Chips	_____	_____	_____
2.07 oz. Standard Size Snickers Candy Bar	_____	_____	_____
3.5 oz. Brand Name Microwavable Popcorn	_____	_____	_____
Hostess Cupcakes	_____	_____	_____
	AVERAGE COST PER OZ.		_____

COLD FOODS

Cheeseburger Sandwich	_____	_____	_____
Sausage and Egg Biscuit Sandwich	_____	_____	_____
Brand Name Canned Pineapple	_____	_____	_____
Plain Bagel with Cream Cheese	_____	_____	_____
	AVERAGE COST PER OZ.		_____

AREA	COMMISSION BID
INMATE VENDING AREA	____Percentage of commission paid on total revenue collected from the sale of cards plus any credits placed on the cards.

ATTACHMENT FOUR Contract Performance

The Bidder must provide the following information for this section for the past seven years. Please indicate yes or no in each column.

Yes/No	Description
	The Bidder has had a contract terminated for default or cause. If so, the Bidder must submit full details, including the other party's name, address, and telephone number.
	The Bidder has been assessed any penalties in excess of five thousand dollars ($5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Bidder must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.
	Trading in the stock of the company has been suspended. If so, the Bidder must submit full details including the date(s) and explanation(s).
	The Bidder, any officer of the Bidder, or any owner of a twenty percent interest or greater in the Bidder has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Bidder, any officer of the Bidder, or any owner with a twenty percent interest or greater in the Bidder has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item is affirmative, the Bidder must provide complete background details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Bidder from consideration, at the sole discretion of the Evaluation Committee, such an answer and a review of the background details may result in a rejection of the Bid. The Evaluation Committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance on the Project, and the best interests of the ODRC.

ATTACHMENT FIVE

A Contract Between
The Ohio Department of Rehabilitation and Correction,

Northeast Pre-release Center

AND

_____

This Contract is between the Ohio Department of Rehabilitation and Correction (ODRC), the Northeast Pre-release Center (Institution) and the _____ (Contractor).

This Contract consists of and is governed by: (a) this document, (b) The Institution's Invitation to Bid (ITB) for vending services, issued 05/09/2011, and (c) Contractor's Bid (Bid) dated _____ in response to the ITB. The ITB and Bid are attached hereto and incorporated herein.

The Contractor agrees that this Contract, as defined and described in Part Five Evaluation of Bids, Contract Award, of the ITB, is the complete and exclusive statement of the agreements and understandings between the Contractor and the Institution concerning the vending services at the Institution. The General Terms and Conditions of this Contract are contained in Part Six of the ITB.

This Contract shall have an effective date of the date of the last signature below. The ODRC legal counsel shall sign this contract first, before it is presented to the parties for signature.

In Witness Whereof, the parties have caused this Contract to be executed by their duly authorized representatives, in duplicate originals, on the date(s) below.

By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Approved as to Form Only

_____
Stephen Young, Legal Counsel,
Ohio Department of Rehabilitation and Correction