



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: OPERATION AND MANAGEMENT OF FOOD SERVICE

CONTRACT NUMBER: CSP901414

EFFECTIVE DATES: 09/08/2013 TO 06/30/2015

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP901414 that opened on April 24, 2013. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services 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 the Ohio Department of Rehabilitation and Correction as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

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

Jennifer Dammeyer, CPPB  
jennifer.dammeyer@das.state.oh.us

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

[www.ohio.gov/procure](http://www.ohio.gov/procure)

## PART ONE: EXECUTIVE SUMMARY

**PURPOSE.** This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Ohio Department of Rehabilitation and Correction (DRC) (the Agency) is soliciting competitive sealed proposals (Proposals) for the Operation and Management of Food Service for all DRC institutions and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date, estimated to be September 8, 2013 through June 30, 2015, which is the end of the State's then current fiscal biennium. Thereafter, the State may, but shall not be required to, elect to extend the term for the next fiscal biennium, which ends June 30, 2017 and the pricing provided in response to this RFP shall be effective for such period ending on June 30, 2017. Thereafter, the State and Contractor may, upon such terms and conditions as they mutually agree to in writing, renew the term of this Contract for two successive two-year periods ending on June 30<sup>th</sup> of the next odd numbered year (for example, the parties may mutually agree in writing to a renewal period from July 1, 2017 through June 30, 2019). If the State does not provide an affirmative written notice to the Contractor to renew this Contract for the period from July 1, 2015 through July 1, 2017, this Contract shall automatically expire on June 30, 2015. Thereafter commencing for the two-year periods beginning July 1, 2017, if the State and the Contractor fail to reach a mutual written agreement for renewal, this Contract shall automatically expire, initially on June 30, 2017, or with respect to any applicable renewal period occurring thereafter, on June 30<sup>th</sup> of the applicable odd-numbered year.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in DAS refusing to consider the Proposal of the Offeror.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART ONE: PERFORMANCE AND PAYMENT

TERM. Unless this Contract is otherwise earlier terminated, the term of the Contract will be from the award date through June 30, 2015, which is the end of the State's then current fiscal biennium. Thereafter, the State may, but shall not be required to, elect to extend the term for the next fiscal biennium, which ends June 30, 2017 and the pricing provided herein shall be effective for such period ending on June 30, 2017. Thereafter, the State and Contractor may, upon such terms and conditions as they mutually agree to in writing, renew the term of this Contract for two successive two-year periods ending on June 30<sup>th</sup> of the next odd numbered year (for example, the parties may mutually agree in writing to a renewal period from July 1, 2017 through June 30, 2019). If the State does not provide an affirmative written notice to the Contractor to renew this Contract for the period from July 1, 2015 through July 1, 2017, this Contract shall automatically expire on June 30, 2015. Thereafter commencing for the two-year periods beginning July 1, 2017, if the State and the Contractor fail to reach a mutual written agreement for renewal, this Contract shall automatically expire, initially on June 30, 2017, or with respect to any applicable renewal period occurring thereafter, on June 30<sup>th</sup> of the applicable odd-numbered year.

It is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Project Representative and the State Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

SUMMARY FORM

DRC PER DIEM BASED ON MIDNIGHT CENSUS COUNT (WITHOUT BRUNCH MEALS)

		9/8/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16	7/1/16- 6/30/17
1	Per Diem Rate per Inmate for 3 Meals (Unit Price)	\$3.609	\$3.714	\$3.825	\$3.939
2	*Price per Kosher / Halal religious meal; <u>in excess</u> of 260 Kosher / Halal meals State wide per day; billed at the per Diem price.	\$3.75 / Meal	\$3.75 / Meal	\$3.75 / Meal	\$3.75 / Meal

Payment will be made based on actual Midnight Census Count.

\*The State has the option of using ARAMARK's recommended soy-based Kosher and Halal religious meals menu provided in the Offer at no additional Per Diem cost to the State as an alternative to the standard Kosher / Halal religious meals.

All costs must be in U.S. Dollars.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

Send DRC invoices to:

Ohio Department of Rehabilitation and Correction  
 770 West Broad Street  
 Columbus, Ohio 43222

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP901414-1 (06/30/15)- DRC

DELIVERY: DAILY PER THE CONTRACT

Vendor ID#: 9983

ARAMARK Correctional Services, LLC  
ARAMARK Tower – Corrections Division  
1101 Market Street  
Philadelphia, Pennsylvania 19107

TERMS: Net 30 Days

Remit to:  
Aramark Correctional Services  
PO Box 406019  
Atlanta, Georgia 30384-6019

CONTRACTOR'S CONTACT: Mr. Thomas Burns, V.P. Business Development

Telephone: (800) 777-7090  
Fax: (630) 271-5758  
E-Mail: burns-tom@aramark.com

CONTRACTOR'S CONTACT: Mr. Jim Francis, V.P. Operations

Telephone: (614) 575-5927  
Cell Number: (614)-668-8957  
Fax: (866) 298-9054  
E-Mail: Francis-james@aramark.com

CONTRACTOR'S CONTACT: Mr. Tim Barttrum, Director of Business Development

Telephone: (765) 730-7822  
Fax: (630) 271-5758  
E-Mail: barttrum-tim@aramark.com