

REQUEST FOR PROPOSALS

RFP NUMBER: CSP901414
INDEX NUMBER: LDC030
UNSPSC CATEGORY: 90101802

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio Department of Rehabilitation and Correction and Ohio Department of Youth Services, is requesting proposals for:

OPERATION AND MANAGEMENT OF FOOD SERVICE

RFP ISSUED: February 15, 2013
INQUIRY PERIOD BEGINS: February 15, 2013
PRE-PROPOSAL CONFERENCE: February 26, 2013
INQUIRY PERIOD ENDS: April 4, 2013 at 8:00 a.m.
PROPOSAL DUE DATE: April 12, 2013 by 1:00 p.m.

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Department of Administrative Services
Office of Procurement Services
ATTN: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395

Offerors must note that all proposals and other material submitted will become the property of the state and may be returned only at the state's option. Proprietary information should not be included in a proposal or supporting materials because the state will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

This RFP consists of five (5) parts and eighteen (18) attachments, totaling 89 consecutively numbered pages. Please verify that you have a complete copy.

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) and Ohio Department of Youth Services (DYS) (the Agency), is soliciting competitive sealed proposals (Proposals) for the Operation and Management of Food Service for all DRC and DYS 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, 2017. The State may solely renew this Contract at the discretion of DAS for a period of one month. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed four (4) years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

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.

BACKGROUND This RFP was developed to identify and select a qualified Contractor able to provide the DRC and DYS institutions with the operation and management of food service for twenty six (26) DRC state-operated institutions and four (4) DYS institutions. The average daily population of DRC is 49,629 and 464 for DYS.

DRC is the adult corrections system for the state of Ohio. All adults convicted of felonies for which the statutory minimum sentence is at least six months are confined in a DRC institution. DRC protects and supports Ohioans by ensuring that adult felony offenders are effectively supervised in environments that are safe, humane, and appropriately secure. In partnership with communities, DRC promotes citizen safety and victim reparation. Through rehabilitative and restorative programming, the department seeks to instill in offenders a sense of responsibility and the capacity to become law-abiding members of society. There are 49,783 inmates incarcerated in twenty eight (28) correctional institutions (two of the institutions are privately operated). More than 30,000 offenders are under supervision by the Adult Parole Authority. There are approximately 11,900 employees.

DRC Food Service Administration is responsible for providing food service to inmates remanded to the state prison system of Ohio. This includes inmates assigned to correctional institutions, all security levels, segregation units, minimum-security units, and camp facilities. Food Service Managers at institutional sites have direct responsibility for delivering food service to inmates. Food Service Administration staff located at Central Office provide administrative guidance, operational direction and monitors the delivery of food service.

DRC utilizes a 3-week heart-healthy cycle menu developed by a registered dietician (see attached menus for men and women). The recipes and ingredients are calculated using Armed Forces Recipes. DRC provides an estimated 115,000 meals daily. The process of meal preparation is repeated three times per day Monday through Friday. A brunch meal and dinner meal is served on Saturday and Sunday. Meal production begins under the supervision of an assigned Correctional Food Service Coordinator with a crew of inmate workers assigned to the food service department in the production area. The majority of meals are served in a dining hall but each institution also has satellite feeding requirements in segregation and medical areas. Most serving lines are staffed by a Correctional Food Service Coordinator, a minimum of seven inmate food service workers on the service line and several other inmate workers positioned at various service counters. Evening snacks and sack lunches are also prepared as mandated by institutional programs.

The Master Menu, as required by DRC, meets or exceeds all Recommended Dietary Allowances as published by the National Academy of Sciences, Food and Nutrition Board. The menu provides a daily average intake of 2500 calories for men and 2250 calories for women. The Department produces an alternative meal tray, along with the following diets: renal, hypertensive, cardiac and diabetic diets, which have been approved by the DRC Registered Dietitian. In addition, diets such as clear liquid, full liquid, blenderized, test, and dental diets are available as needed when prescribed by the institutional physician or dentist.

DYS is the juvenile corrections system for the state of Ohio. DYS is statutorily mandated to confine felony offenders, ages 10 to 21, who have been adjudicated and committed by one of Ohio's 88 county juvenile courts. During their stay with DYS, youth are engaged in programming that is designed to address their criminological and behavioral needs. Each of the DYS facilities also operates a year-round school that offers general curriculum as well as vocation opportunities. There are 464 youth

incarcerated in four (4) correctional institutions. More than 500 offenders are under supervision by the Bureau of Parole. There are approximately 1,378 employees.

DYS Food Service Administration is responsible for providing food service to juveniles housed at the state facilities in Ohio. This includes all security levels; minimum-security, medium-security and close-security. Food Service Managers at the facilities have direct responsibility for delivering food service to the juveniles. Food Service Administration staff located at Central Office provide administrative guidance, operational direction and monitors the delivery of food service.

DYS utilizes a 3-week cycle menu developed by a registered dietician (see attached menus). The recipes and ingredients are calculated using USDA and Food for Fifty Recipes. DYS provides an estimated 1392 meals and 464 evening snacks daily. The process of meal preparation includes three meals per day and an evening snack. Meal production begins under the supervision of an assigned Food Service Supervisor with a crew of staff (Cooks) that prepare and cook the meal in the food service department production area and serve the meal in the food service dining room. The majority of meals are served in a dining room but each facility may have juveniles that are restricted from the dining room while serving disciplinary sanctions or participating in a program activity that prevents them going to the dining room and their meals must be placed in a hot tray to be delivered to those juveniles. Unit housing staff is responsible to pick up and deliver the hot trays to the juveniles that are unable to be served a meal in the dining room. Scioto Juvenile Correctional Facility has a Centralized Medical Services unit and Progress specialized programing unit that requires all meals to be prepared and placed in a hot tray to be delivered to the to these areas. The dining room serving lines are staffed by Cooks. There may be some facilities that assign Career Based Intervention (CBI) career tech students and juvenile high school graduates as youth workers to assist with serving items on the serving line and perform janitorial duties in the preparation area and dining room area. These juvenile may not always be available to assign as workers in food service. Juveniles do not assist in the preparation or cooking of food. Evening snacks (see attached menus in above links) are prepared and picked up the housing staff daily.

The Master Menu, as required by DYS meets or exceeds all Recommended Dietary Allowances as published by the National Academy of Sciences, Food and Nutrition Board and meets the National School Lunch Program requirements. The Master Menu provides a daily average intake of 3200 calories for male youth and 2400 calories for female youth. DYS provides special diet items which are available as needed when prescribed by the facility physician or dentist.

Currently food service operations at DRC and DYS are operated by Civil Service employees.

OBJECTIVES. DAS has the following objectives that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the personnel the Contractor provides are qualified to perform their portions of the Work.

DAS is competitively soliciting offers for the Food Service Management for the following three individual/distinct offerings:

1. Operation and management of food service in all twenty-six (26) state-operated DRC institutions;
2. Operation and management of food service in all four (4) DYS institutions; or
3. Operation and management of food service in all thirty (30) DRC and DYS institutions.

DRC and DYS believe that the success of their food service operation is directly dependent on the Contractor selected to manage the operation. The agencies believe that the production requirements at each of the facilities are of a quantity sufficient to warrant each location be treated as a "stand alone" from a production perspective. While management structures can/could be consolidated, centralized production is not an acceptable option.

The State's desire is to continue our standard of services and contractual requirements through a single contractor which covers all thirty (30) of the institutions. By these efforts, DRC and DYS desire to maintain/improve the overall quality of the goods and services delivered through strengthened quality control and monitoring and reduce its administrative and personnel costs. While a single contractor for both agencies is desired, the State reserves the right to award in the best interest of the State which may result in multiple contractors. The State reserves the right to add or subtract institutions or other security/law enforcement facilities with sixty (60) days' notice to the Contractor.

OVERVIEW OF THE CONTRACT'S SCOPE OF WORK. The scope of work for the Contract is provided in Attachment One: Part One of this RFP. This section gives only a summary of that Work. If there is any inconsistency between this summary and the attachment's description of the Work, the attachment will govern. The State is seeking proposals from qualified contractors to provide operation and management of food service at the twenty six (26) state-operated DRC institutions and four (4) DYS institutions. The State desires a contract based on the best pricing methodology beginning on September 8, 2013.

Food preparation must be maintained at all locations.

Offerors shall address the following items in their proposals:

1. Operation and management of food service at all institutions in accordance with all applicable standards, laws and regulations.
2. Provide a transition plan to ensure continuity of food service operations at all institutions.

3. Ensure quality operations through efficient staffing and personnel procedures.
4. Plan to utilize inmate labor in food service operations (DRC ONLY).
5. May be provided juvenile youth as line servers and custodial workers in food service operations if juvenile high school graduates and juveniles enrolled in the CBI programs are available (DYS ONLY).
6. Develop and implement a training program in culinary arts and food service management.
7. Develop and provide a policy and procedure manual for food service operations pertaining to the Contract.
8. Prepare and serve meals in accordance with the Master Menu and provide for special dietary and satellite feeding requirements as required by DRC and DYS specifications.
9. Develop, implement, and monitor a quality control program for food service operations.
10. Procure all food and non-food items, dietary supplies, office supplies, and staff to provide quality food service operations.
11. Maintain appropriate sanitation and inspection schedules for all food service operation areas.
12. Plan to operate and maintain all equipment provided by the Agency and procure replacement equipment from the Equipment Replacement Fund described in Attachment One, Part One, Section W.
13. Ensure all records and documentation of compliance with standards maintained.
14. Accurate accounting of all inmate and juvenile meals served by institution, including the number of meals served as carrybacks for satellite feeding areas.
15. Prepare and disseminate all invoices to the appropriate facility.
16. Provide the State with annual usage reports.

The State has not determined a definitive pricing methodology for this service. The final determination of the pricing methodology selected will be made at the sole discretion of the State and will be based upon the best interest of the State.

The State is requesting that Offerors submit pricing for the methodologies described below for DRC:

a) Item #1 - Rate per meal based on the number of meals served, where the Agency will pay the awarded Contractor on a monthly basis the per diem rate multiplied by the number of meals served for each institution for each day of service in the month for which the invoice is submitted.

b) Item #2 - Per diem rate per inmate based on the midnight census count, where the Agency will pay the awarded Contractor on a monthly basis the per diem rate multiplied by the daily midnight count for each institution for each day of service in the month for which the invoice is submitted.

Sack lunches invoiced separately from the Contract at a cost of one third (1/3) of the per diem rate per sack lunch or the per meal rate per sack lunch.

The State is requesting that Offerors submit pricing for the methodologies described below for DYS:

a) Item #1 - Rate per meal based on the number of meals served, where the Agency will pay the awarded Contractor on a monthly basis the per diem rate multiplied by the number of meals served for each institution for each day of service in the month for which the invoice is submitted and a rate per evening snack based on the number of snacks served, where the Agency will pay the awarded Contractor on a monthly basis the per diem rate multiplied by the number of evening snacks served for each institution for each day of service in the month for which the invoice is submitted. Agency policy requires Food Service to serve each juvenile a breakfast, lunch, and dinner meal and evening snack daily.

b) Item #2 - Per diem rate per juvenile based on the midnight census count, where the Agency will pay the awarded Contractor on a monthly basis the per diem rate multiplied by the daily midnight count for each institution for each day of service in the month for which the invoice is submitted to serve breakfast, lunch, dinner and evening snack.

In addition, Offerors shall include in its pricing the amount allotted for the Equipment Replacement Fund described in Attachment One, Part One, Section W. The amount established for the Equipment Replacement Fund will be billed along with the price per meal for each meal billed.

CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. DAS may change this schedule at any time. If DAS changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, DAS will make scheduled changes through the RFP addendum process. DAS will make changes in the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. It is each prospective responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES:

Firm Dates

RFP Issued: February 15, 2013
Inquiry Period Begins: February 15, 2013
Pre-Proposal Conference: February 26, 2013 9:00 a.m. at Department of Rehabilitation and Correction
Site Visits: March 6, 2013 through April 2, 2013
Inquiry Period Ends: April 4 2013, at 8:00 a.m.
Proposal Due Date: April 12, 2013, by 1:00 p.m.

Estimated Dates

Contract Award Notification: June 7, 2013
Effective Contract Date: September 8, 2013

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due.

Proposals received after 1:00 p.m. on the due date will not be evaluated.

PRE-PROPOSAL MEETING AND SITE VISIT. A non-mandatory, Pre-Proposal meeting will be held on February 26, 2013, starting at 9:00 a.m. at the Department of Rehabilitation and Corrections, 770 West Broad Street, Columbus, OH. All prospective Offerors are encouraged to attend this meeting.

The purpose of this meeting is to discuss the RFP and Project with prospective Offerors and to allow them to ask questions arising from their initial review of this RFP. Attendance at this pre-Proposal meeting is not mandatory. The State will answer questions to the best of its ability. We reserve the right to take questions under advisement and respond through the web-based inquiry process. Offerors are responsible for any and all information exchanged at the meeting and via the Internet inquiry process.

A site visit is available at each DRC and DYS institution. A site visit schedule is provided in Attachment Eleven. To attend a site visit, please contact the following Agency representatives at least 48 hours in advance of the scheduled site visit:

DRC Institution Site Visits: Ken Kopycinski
Ken.Kopycinski@odrc.state.oh.us
614-752-0278

DYS Institution Site Visits: Dave Blackburn
Dave.Blackburn@dys.ohio.gov
614-466-8629

To allow time for security to arrange for visitation passes, names of all visitors must be disclosed at the time of visit scheduling. The Agency will not admit visitors whose names do not appear on the site visit list. Visitors must have a driver's license or photo ID to enter the institution. In accordance with policy, no knives, firearms, cameras/photo equipment, recording devices, cell phones, tobacco products, computers and/or pagers will be allowed in the complex during the site visit. All site visits must be scheduled at least forty-eight (48) hours in advance.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts and eighteen (18) attachments. The parts and attachments are listed below.

PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Summary
5-A	Offeror Profile Form
5-B	Offeror Prior Project Form
5-C	Offeror Prior Project Form
5-D	Offeror Prior Project Form
Attachment Six	Offeror References
Attachment Seven	Offeror's Candidate Summary
7-A	Offeror's Candidate References
7-B	Offeror's Candidate Education, Training, Licensure, and Certifications
7-C	Offeror's Candidate Experience
Attachment Eight	Offeror Performance Form
Attachment Nine	Contractor / Subcontractor Affirmation and Disclosure Form
Attachment Ten	Cost Summary Form
Attachment Eleven	Institution Site Visit Schedule
Attachment Twelve	Institution Locations
Attachment Thirteen	Institution Demographics
Attachment Fourteen	Agency Policies, Protocols and Guidelines
Attachment Fifteen	Agency Diet Summary Reports for December 2012
Attachment Sixteen	Specified Liquidated Damages Schedule
Attachment Seventeen	Agency Cycle Menus
Attachment Eighteen	Edge Information

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

CONTACTS. The following person will represent DAS:

Jennifer Dammeyer, CPPB
Ohio Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

During the performance of the Work, a State representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
 - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
 - b. Name of the prospective Offeror.
 - c. Representative's business phone number.
 - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
 - a. A reference to the relevant part of this RFP.
 - b. The heading for the provision under question.
 - c. The page number of the RFP where the provision can be found.
9. Click the "Submit" button.

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

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

DAS will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, DAS will use its discretion in deciding whether to provide answers as part of this RFP process. DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

PROTESTS. Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual bidder objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
 - a. The name, address, and telephone number of the protester;
 - b. The name and number of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by DAS;
 - e. A statement as to the form of relief requested from DAS; and
 - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by DAS, on behalf of the agency, if it is received by the DAS Office of Procurement Services (OPS) within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than five (5) business days prior to the proposal due date.
 - b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror's proposal.
3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS OPS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.
4. All protests must be filed at the following location:

Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

SUBJECT: (CSP90141 LDC030)

This protest language only pertains to this RFP offering.

ADDENDA TO THE RFP. If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>;
2. From the Navigation Bar on the left, select "Find It Fast";
3. Select "Doc/Bid/Schedule #" as the Type;
4. Enter the RFP Number found on Page 1 of the document (RFP numbers begin with the letters "CSP");
5. Click "Find It Fast" button;
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on State Procurement Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever DAS issues an addendum after the Proposal due date, DAS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time DAS amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if DAS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, DAS may limit the nature and scope of the modifications. Unless otherwise stated in the notice by DAS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to DAS at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than DAS has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

PROPOSAL SUBMITTAL. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "CSP901414 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "CSP901414 RFP – Cost Proposal" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and six (6) copies for a total of seven (7) Proposal packages.

The Offeror must also submit, in the sealed package, a complete copy of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. DAS recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. DAS will reject late proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. DAS is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits DAS from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

DAS may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION. DAS procures goods and services through a RFP in a transparent manner and in accordance with the laws of the state of Ohio. All proposals provided to DAS in response to this RFP become records of DAS and as such, will be open to inspection by the public after award unless exempt from disclosure under the Ohio Revised Code or another provision of law.

Unless specifically requested by the State, an Offeror should not voluntarily provide to DAS any information that the Offeror claims as confidential, proprietary or trade secret and exempt from disclosure under the Ohio Revised Code or another provision of law. Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Confidential, proprietary or trade secret information should not be voluntarily included in a Proposal or supporting materials because DAS will have the right to use any materials

or ideas submitted in any Proposal without compensation to the Offeror.

However, if the State requests from the Offeror, or if the Offeror chooses to include, information it deems confidential, proprietary or trade secret information, the Offeror may so designate information as such and request that the information be exempt from disclosure under the Ohio Revised Code or another provision of law. The Offeror must clearly designate the part of the proposal that contains confidential, proprietary or trade secret information in order to claim exemption from disclosure by submitting both an unredacted copy and a redacted copy of its proposal in both electronic and paper (hard) format. Both electronic and paper (hard) copies shall be clearly identified as either 'ORIGINAL COPY' or 'REDACTED COPY'. Failure to properly redact and clearly identify all copies will result in the State treating all information in the original proposal as a public record.

DAS will review the claimed confidential, proprietary or trade secret information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary does not meet a statutory exception to disclosure, DAS will inform the Offeror, in writing, of the information DAS does not consider confidential.

Upon receipt of DAS' determination that all or some portion of the Offeror's designated information will not be treated as exempt from disclosure, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal;
2. Request that DAS evaluate the Proposal without the claimed confidential, proprietary or trade secret information; or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information.

In submitting a proposal, each Offeror agrees that DAS may reveal confidential, proprietary and trade secret information contained in the proposal to DAS staff and to the staff of other state agencies, any outside consultant or other third parties who serve on an evaluation committee or who are assisting DAS in development of specifications or the evaluation of proposals. The State shall require said individuals to protect the confidentiality of any specifically identified confidential, proprietary or trade secret information obtained as a result of their participation in the evaluation.

Finally, if information submitted in the Proposal is not marked as confidential, proprietary or trade secret, it will be determined that the Offeror waived any right to assert such confidentiality.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, DAS may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. DAS may waive any defects in any Proposal or in the submission process followed by an Offeror. DAS will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. DAS accepts multiple Proposals from a single Offeror, but DAS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. DAS will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

DAS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

DAS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DAS awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. DAS shall open only those proposals certified as timely by the Auditor of State.
2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS reserves the right to waive any defects or allow an Offeror to submit a correction if a Proposal is incomplete or incorrectly formatted. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.
3. Proposal Evaluation. The procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and DAS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of DAS, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected.

DAS will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

4. Clarifications & Corrections. During the evaluation process, DAS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if DAS believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what DAS has requested may result in the Offeror's proposal being disqualified.
5. Interviews, Demonstrations, and Presentations. DAS may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of DAS. DAS may record any presentations, demonstrations, and interviews. No more than the top three (3) Proposals may be requested to present an oral presentation of their proposed Work Plan to the committee.
6. Contract Negotiations. Negotiations will be scheduled at the convenience of DAS. The selected Offeror(s) are expected to negotiate in good faith.
 - a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP, or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.
 - b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DAS may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, DAS may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

- c. Negotiation with Other Offerors. If DAS decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, DAS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

- d. Post Negotiation. Following negotiations, DAS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which DAS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, DAS need not require the submissions of best and final Proposals.

It is entirely within the discretion of DAS whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. DAS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom DAS wants to negotiate, and to dispense with negotiations entirely.

DAS generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, DAS may negotiate with the next Offeror in ranking. Alternatively, DAS may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

The written changes will be drafted and signed by the Offeror and submitted to DAS within a reasonable period of time. If DAS accepts the change, DAS will give the Offeror written notice of DAS' acceptance. The negotiated changes to the successful offer will become a part of the Contract.

- e. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DAS may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.
7. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless DAS makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, DAS may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an Offeror does not submit a best and final proposal, the Offeror's previous Proposal will be considered the Offeror's best and final proposal.
8. Determination of Responsibility. DAS may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS' determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.
9. Reference Checks. DAS may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited to, its performance with other local, state, and federal entities. DAS reserves the right to check references other than those provided in the Offeror's Proposal. DAS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

10. FINANCIAL ABILITY. Part of the Proposal evaluation criteria is the qualifications of the Offeror which include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, DAS may still insist that an Offeror submit audited financial statements for up to the past three (3) years if DAS is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight DAS assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If DAS believes the Offeror's financial ability is not adequate, DAS may reject the Proposal despite its other merits.

DAS will decide which phases are necessary. DAS has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by DAS will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY REQUIREMENTS. The following Table 1 contains items that are considered minimum requirements for this RFP.

Determining the Offeror's ability to meet the minimum requirements is the first step of the DAS evaluation process. The Offeror must demonstrate, to DAS, it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror's response to the minimum requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Proposal in the "Cover Letter and Mandatory Requirements" section. (Refer to Attachment Two of the RFP document for additional instructions.)

DAS will evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS and DAS may not evaluate any other portion of the Proposal.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements
1. DRC ONLY- The Offeror must demonstrate a minimum of five (5) years' experience in food service operations through multiple sites in a correctional or other security/law enforcement setting of at least five hundred (500) inmates or residents per site.
2. DYS ONLY- The Offeror must demonstrate a minimum of five (5) years' experience in food service operations through multiple sites in a correctional or other security/law enforcement setting of at least fifty (50) juvenile residents per site.
3. The Offeror must demonstrates prior dietary experience in the last five (5) years.
4. DYS ONLY- Offeror must demonstrates prior National School Lunch Program experience with a minimum of five (5) years experience with at least one (1) year of which must have been in the last five (5) years.
5. The Offeror must provide Transitional Plans as required on page 19, item D, of the RFP to ensure service continuity.
All items must be submitted in Tab 1 of your submission.

If the State receives no Proposals meeting all of the mandatory requirements, the State may elect to cancel this RFP.

PROPOSAL EVALUATION CRITERIA. If the Offeror provides sufficient information to DAS, in Tab 1, of its proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, DAS rates the Proposals submitted in response to this RFP based on the following listed

criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown.

TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	855 Points
Proposal Cost	590 Points
Oral Presentation (Optional)	100 Points
Total	1,545 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Offeror Profile			
1. DRC ONLY – The Offeror must have a minimum of five (5) years' experience in food service operations through multiple sites in a correctional or other security/law enforcement setting of at least five hundred (500) inmates or residents per site.	10		
2. DYS ONLY- The Offeror must demonstrate a minimum of five (5) years' experience in food service operations through multiple sites in a correctional or other security/law enforcement setting of at least fifty (50) juvenile residents per site.	10		
3. The Offeror must demonstrate successful multi-unit experience involving facilities similar to those required in the RFP.	10		
4. The Offeror must have prior dietary experience in the last five (5) years.	5		
5. The Offeror must affirm that its key personel and staff are ServSafe certified.	5		
6. DYS ONLY- The Offeror must demonstrate prior National School Lunch Program experience with a minimum of five (5) years experience with at least one (1) year of which must have been in the last five (5) years.	10		

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Contract Performance			
1. The Offeror must provide contract performance history for the past seven (7) years to include contracts terminated for default or cause and assessment of any penalties including liquidated damages, under any of its existing or past contracts with any organization. (Attachment Eight)	15		
Scope of Work			
1. The Offeror must provide the following:			
a. Proposed Transition Plan	20		
b. Proposed Staffing Plan, including a Table of Organization governing on-site operations at each of the institutions.	15		
c. Proposed Table of Organization governing on-site operations at each of the institutions.	15		
d. Proposed operational plan for preparation and serving of food in accordance with Master Menu, special dietary requirements, menu modification and substitutions, quality control, inmate or juvenile complaints and staff training for the institutions.	10		
e. Proposed plan for inmate and juvenile training.	5		
f. Proposed plan for procurement and inventory management of food, supplements and non-food items.	10		
g. Proposed plan for maintenance and sanitation of food service operations and equipment.	10		
h. Proposed plan for maintaining records and documentation to ensure compliance with all standards, rules and regulations.	5		
i. Proposed plan for accurate daily count of actual meals served by institution.	10		
2. An Offeror that is an Ohio-based company will receive fifteen (15) points. (Ohio-based is ten (10) or more employees based in Ohio, or 75 percent or more of its employees based in Ohio.)	1		
3. An Offeror that is an Ohio Certified MBE company will receive ten (10) points. (Please provide a copy of the certificate issued by the state of Ohio.)	1		
4. An Offeror that subcontracts a portion of the Work detailed in this RFP with a business(es) certified pursuant to ORC 123.152 (EDGE) will be allocated points according to the percentage (described below) so subcontracted. 0 – 0.99% = 0 points; 1.00 – 1.99% = 1 point; 2.00 – 2.99% = 2 points; 3.00 – 3.99% = 3 points; 4.00 – 4.99% = 4 points; 5% or above = 5 points	1		

Total Technical Score: _____

In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

COST PROPOSAL POINTS DAS will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: _____

FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ = Total Score: _____

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

REJECTION OF PROPOSALS. DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

DISCLOSURE OF PROPOSAL CONTENTS. DAS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DAS will seek to keep the contents of all Proposals confidential until the Contract is awarded. DAS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

COST EVALUATION SCENARIOS. DAS will evaluate the Cost Proposals using the following scenarios:

1. DRC, Price Per Meal Based on Meals Served With Brunch Meals Served only
2. DRC, Per Diem Based on Midnight Census Count With Brunch Meals only
3. DRC, Price Per Meal Based on Meals Served Without Brunch Meals Served only
4. DRC, Per Diem Based on Midnight Census Count Without Brunch Meals only
5. DYS Per Diem Based on Meals Served and Evening Snacks Served only
6. DYS Per Diem Based on Midnight Census Count only

Additionally, DAS will evaluate combinations of DRC and DYS pricing methodologies offered. DAS reserves the right to accept or reject combination offers in determining the Proposal(s) that are most advantageous to the State.

PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. DAS plans to award the Contract based on the schedule in the RFP, if DAS decides the Project is in the best interests of the State and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to DAS with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, DAS will issue an award letter to the selected Contractor. The Contract will not be binding on DAS until the duly authorized representative of DAS signs both copies and returns one (1) to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

DAS expects the Contractor to commence work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three of this RFP. 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 RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by DAS; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS

This attachment describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

- I. SCOPE OF WORK. The Contractor must provide overall contract management for the tasks in the Contract, including the day-to-day management of its staff and coordinate with state staff as pertaining to their assignment to the Contract. The Contractor must provide administrative support for its staff and activities. Throughout the Contract, the Contractor must employ ongoing contract management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained. The Contractor will be responsible for performing all of the Work necessary to fulfill the requirements of this Contract. All operating expenses associated with the management and maintenance, including without limitation, the Contractor's service fees, on-site salaries, wages, prevailing wages, payroll taxes, benefits, materials, equipment, tools, parts, supplies, subcontractors, preventative and remedial maintenance contracts, and insurance must be included in the Contractor's Cost Proposal. The Contractor must operate and manage food service operations at all thirty institutions as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP. The selected Contractor must have qualified personnel that are able to perform the Work required and specified in this RFP. The State will provide staff, as it deems appropriate, to perform Contract monitoring, participate in quality control and configuration management tasks, and will participate in reviews. The Contractor will be responsible for the purchase, on-site warehousing and delivery of food supplies, preparation and serving of food, cleaning of food service areas and maintaining kitchen equipment. The Contractor will provide food to institution staff as determined by the Agency to meet institutional need. The Contractor may be requested to provide food service for special meetings or events held within the institutions on an as-needed basis.

A. Standards, Laws, and Regulations

The Contractor agrees to meet or exceed all food service laws and ordinances as adopted by federal, state, and local authorities. These laws and ordinances must include, but not be limited to:

1. Ohio Administrative Code, Sections 3717-1-01 through 3717-1-20, as it applies to food service operations.
2. Ohio Department of Health and local laws, rules and regulations, including Hazard Analysis Critical Care Point (HACCP) regulations, as they apply to food service operations.
3. U.S. Department of Health, Education and Welfare laws, rules and regulations as they apply to food service operations.
4. The Contractor agrees to meet or exceed all applicable standards as set forth by the American Correctional Association (ACA).
5. The Contractor agrees to adhere to all policies and procedures of the institutions and any governing body under which the institutions may operate now or in the future.

B. Institution Location and Demographic Information. The thirty (30) institutions are listed in Attachment Twelve. Institution demographics are provided in Attachment Thirteen.

C. Offeror Experience, Qualifications, and Capabilities

1. The Offeror shall have a minimum of five (5) years' experience in food service operations through multiple sites in a correctional or other security/law enforcement setting of at least five hundred (500) inmates or residents per site.
2. DYS ONLY - The Offeror shall have a minimum of five (5) years' experience in food service operations through multiple sites in a correctional or other security/law enforcement setting of at least fifty (50) juvenile residents per site.
3. The Offeror shall have prior dietary experience in the last five (5) years.
4. DYS ONLY- Offeror demonstrates prior National School Lunch Program experience with a minimum of five (5) years' experience with at least one (1) year of which must have been in the last five (5) years.
5. The Offeror shall have documented experience with various meal delivery systems (i.e. cafeteria, insulated trays, and rethermalization systems).
6. The Offeror shall provide current data describing the current organization, (audited) financial statement or annual report, number of employees, home office location, and any other general company profile information.
7. The Offeror shall provide a complete list of its institutional food service clients where it is providing food service to include: company profile, current organization, and other relevant information.
8. The Offeror shall provide its proposed Staffing Plan, including a Table of Organization governing on-site operations at each of the institutions. Such table shall reflect direct corporate supervision of the account as well as all staff and line positions responsible for functional service delivery on-site.
9. The Contractor shall ensure no major disruption of food delivery. In the event of an emergency, (e.g. strike, fire, utility outage) whereby meals cannot be prepared and/or delivered to the facility, the Contractor shall have in

place a contingency plan that ensures the provision of meals which meet the basic nutritional requirements. It is expected that the Contractor maintain at least three (3) days' supply of meals on-site at the institution, and at least three (days) supply of meals in the local area.

D. Transitional Plans

The Offeror must describe its approach, methods, specific steps and timeline required to pre-stage operations for the actual assumption of work associated with this RFP. Refer to the Calendar of Events in Part 1. The State is seeking a response that provides assurance of service continuity during the transition of food service operations from the Civil Service state operation to private operation. In addition, the Offeror must describe in detail the interaction necessary with the Agency to provide assurance of service continuity during the transition of food service management and operations functions from state operation to private operation. Further, the Offeror shall describe its approach, methods, and specific steps for transitioning the Work responsibilities to another Contractor upon completion of the Contract which is the subject of this RFP, should the Offeror not be awarded the subsequent Contract for Agency food service operations. Failure to provide the transition plans as requested may result in the Offeror's proposal being rejected as stated in the Mandatory Requirements. Should the current Contractor fail to win a future contract award, said current Contractor will be required to fulfill its obligations while assisting the subsequent Contractor during the "transition out" period. The transition out period will occur 60 days prior to the expiration of the Contract.

E. Staffing requirements and personnel issues

1. The Contractor will maintain an adequate staff of employees, to include adequate relief staff, on duty at all times to ensure the efficient operation of the food service operations. DRC and DYS have not established any required staffing levels based on offender-to-staff ratios. However, the Contractor shall provide sufficient qualified personnel for food service operations. An organization plan for the total food service operations will be required with the proposal. This plan will include any administrative staff needed to initiate and continue delivery of food service operations as required in this RFP. The plan must also include a staffing plan for each institution. This staffing plan will be the basis for staffing through the term of the Contract. This plan will identify the minimum number of management and line staff positions by position title and scheduled hours of service for each position and each institution. Changes will be submitted in writing and will not be allowed without approval from the respective Agency.

The Contractor(s) shall maintain the approved minimum staffing plan and scheduled hours of coverage during the life of the Contract(s) and shall ensure that all Contractor(s) management and line staff positions are filled for the entire scheduled work period(s), and that individuals are physically present at the work site as scheduled.

Continuity of food service operations is critical in a correctional environment. The Contractor will be responsible to provide approved and qualified replacement staff to the institution in the event of absence of management and line staff positions (i.e. sick, vacation, leaving employment, etc.) The temporary/interim staff member shall meet the minimum qualifications for that position. Failure to provide staff for positions as agreed upon in the approved staffing plan may be deemed as a breach of contract and damages may be charged as identified in Attachment Three, Part Two, and Attachment Sixteen. If the Contractor is unable to fill a vacant position, the Agency may obtain substitute services, from a third party, for those that were to be provided by Contractor as set forth in Attachment Three, Part Two.

The Contractor(s) shall utilize a time clock or time sheets, which shall be used to substantiate and document an employee's actual on-site work. This log shall be provided to the Agency upon request during any auditing or monitoring process.

The Contractor shall give DRC and DYS food service employees, adversely affected by this procurement, first consideration for employment and shall interview all employees accordingly. Contractor shall also submit the benefits package/plan they are proposing to offer employees with the proposal.

In regard to those laid off DRC and DYS employees who are hired by the Contractor, neither DRC, DYS nor the State will be responsible for making any contributions to any employee benefit, retirement or similar plans (including, but not limited to the Ohio Public Employees Retirement System and State Teachers Retirement System) with respect to the period commencing on or after their lay-off date and the period commencing on or after their hiring date with the Contractor to the extent provided by state law. Those employees laid off by DRC or DYS and rehired by the Contractor may remain in the Ohio Public Employees Retirement System or similar plan, as provided by State law and the Contractor will be required to assume the obligation to make any such contributions from and after their hiring date with the Contractor.

2. Food Service Manager/Director.

The Food Service Manager shall have the following qualifications and experience, and shall provide the following services:

- a) The Food Service Manager shall be ServSafe certified and have successfully completed a two (2) year program in food service preparation or food/restaurant management technology and have twenty-four (24) month training or twenty-four (24) months experience in supervisory principles/techniques or have successfully completed a one year program in food service management or have thirty six months (36) training or thirty six (36) months experience in food service preparation.
- b) The Food Service Manager must be on-site full time (40) hours per week and will maintain a work schedule which assures that the Food Service Manager is present during critical meal periods and is available for scheduled meetings, in service training, etc. The Agency reserves the right to design/designate an appropriate timekeeping system for documenting compliance with this provision.
- c) The Food Service Manager, or his/her designated food service supervisor, must be available to the institution during non-scheduled working hours, via cell phone or other means of communication, to respond to all issues which require the Contractor's supervisory or managerial oversight.
- d) The Food Service Manager must manage and provide oversight to the entire contractual operation of the institution food service department.
- e) The Food Service Manager shall be knowledgeable of, and able to implement, the approved Agency dietary formulary and must provide his/her staff with ongoing training and spot evaluations of food service staff to assure consistent and accurate implementation.
- f) The Food Service Manager must assist the Agency staff in the development of special individual services as needed, i.e., special meals/snacks, unique supplement needs, etc., along with special staff meals as needed.
- g) The Food Service Manager shall develop offender food service data and all corresponding monitoring systems and must assist the Agencies' staff with analysis and oversight of individual food service data and all corresponding monitoring systems.
- h) The Food Service Manager must be responsible for implementing the Quality Control Program (QCP) to maintain a consistent level of high quality within the food service department.
- i) The Food Service Manager is responsible for the completion of random, daily inspections of all food service areas in all buildings and locations designated elsewhere.
- j) The Food Service Manager is required to meet at least monthly with the institution's Warden/Superintendent or designee for the purpose of evaluating the standards that have to be maintained, the performance of the Contractor, and to provide a forum for discussion/resolution of problems that may develop regarding the service provided under the Contract.
- k) The Food Service Manager must submit a monthly report to the Warden/Superintendent and DRC Regional Contract Monitor/DYS Contract Monitor/DAS Contract Monitor detailing the Contractor's compliance with the provisions of the Contract. Such report must be submitted no later than ten (10) calendar days after the end of the month. The Food Service Manager will be responsible for the overall function of the dietary department's contract performance. Additionally, the Food Service Manager will be responsible for: development of policies and procedures, orientation, training and supervision of food service personnel, including compliance with applicable ACA standards.
- l) The institution will retain the right to approve or disapprove the selection and retention of the Food Service Manager assigned to the institution. The Food Service Manager cannot be reassigned without thirty (30) days advance notice, unless otherwise agreed upon by DAS, DRC and DYS.

3. Dietary Operations Manager and Dietetic Technician

The Contractor shall provide a sufficient number of registered dietitians to serve as Dietary Operations Managers and dietetic technicians to meet the dietary operations required by this RFP. DRC and DYS will provide a registered dietitian that will write the Master Menu and will post audit menu substitutions to ensure they are in compliance with allowable items. The registered dietitians and dietetic technicians shall be ServSafe certified, have the following qualifications and experience and shall provide the following services:

- a) Registered dietitians (RD) shall have current licensure as a dietitian as issued by the Ohio Board of Dietetics per Section 4759.06 of the Ohio Revised Code and eighteen (18) months training or eighteen (18) months experience in state and federal guidelines and accreditation standards regarding dietetics/nutrition.
- b) Dietetic technicians shall be a graduate of an associate degree program approved by the American Dietetic Association or Ohio Board of Dietetics per Section 4759.10(B) of the Ohio Revised Code or shall have successfully completed a program meeting academic standards set by the American Dietetic Association for dietitians and received a baccalaureate or higher degree from a school, college or university approved by a regional accreditation agency recognized by the Council on Postsecondary Accreditation per Section 4759.10(E) of the Ohio Revised Code.
- c) Review and approved Master Menu substitutions to ensure compliance with allowable items and is responsible for all diets prepared, meeting all standards in nutrition.
- d) The RD will perform other dietary related duties including, but not limited to, consultation with medical staff

pertaining to special diets, drug interactions, food allergies, etc. Provide in-service for hospital and dietary staff, student nurses and therapeutic programming to patients. RD will be required to be familiar with all policies and all clinical dietary standards required for accreditation and certification and maintain appropriate records. Will participate in routine evaluation or "test" trays, patient and staff satisfaction surveys, review and development of policies and procedures and attend meetings as required.

- e) In accordance with Ohio Revised Code Section 4759, dietetic technicians must work under the guidance, direction & supervision of a Registered Licensed Dietician.
- f) Dietetic technicians will perform duties including, but not limited to, collecting anthropometric and biochemical data and information pertaining to inmates' and juveniles nutritional health care for assessment purposes; advise medical staff regarding nutrition care; receive written Physician or Advanced Level Provider diet orders and makes changes on diet summary list; prepare and maintain files and information on inmate and juvenile nutrition status/care; prepare monthly diet summary and nutrition care report to be submitted to the Dietary Operations Manager; work directly with the institution Health Care Administrator, Chief Medical Director & Food Service Manager to advise and monitor inmate and juvenile nutrition services; participate in planning, implementation and coordination of nutrition education classes for inmates, juveniles and staff; assist in the development of nutrition education materials and activities with direction from the Dietary Operations Manager; advise food service managers in proper interpretation of menus and appropriate substitutions; advise food service managers on quality and quantity of mainline and therapeutic diets and report problems and discrepancies; participate in planning and implementation of training on safety, sanitation and proper food handling, and basic nutrition for food service staff, inmates and juveniles.

4. Food Service Supervisors

Food Service Supervisors shall be ServSafe certified and have successfully completed a two (2) year program in food service preparation or food/restaurant management technology and twelve (12) months training or twelve (12) months experience in supervisory principles/techniques or have successfully completed a one year program in food service management and have twenty four (24) months training or twenty four (24) months experience in food service preparation.

5. Food Service Coordinators\Cooks

Food Service Coordinators for DRC institutions shall have six (6) months training or six (6) months experience in food service preparation, one course or three (3) months experience in food service sanitation & safety and one course or three (3) months experience in operation of food service equipment.

Food Service Cooks for DYS institutions shall have six (6) months training or six (6) months experience in food service preparation, sanitation, storage and use of food service equipment in institutional, school or restaurant.

6. Contract Support Staff and Services. The Contractor must provide the following support staff and services:

- a) Regional Manager: A representative of the Contractor shall conduct a site visit to each facility at least once per quarter to provide assistance and supervision to the Food Service Manager and to assure full compliance with the terms of the Contract.
 - (1) During the quarterly visitation, the Regional Manager shall meet with the DRC Regional Contract Monitor/DYS Contract Monitor and institution Warden/Superintendent or designee for mutually evaluating the performance of the Food Service Manager, ancillary personnel, and the delivery of services under the Contract.
 - (2) The Contractor's Regional Manager shall furnish a written report of on-site inspection of food service operations to the DRC Regional Contract Monitor/DYS Contract Monitor/DAS Contract Monitor within fourteen (14) days of the visit.
- b) Consultants and Support: On an as-needed basis, the Contractor must make available to the Agencies' consultants who have expertise in the areas of dietetics and dietary management. Such consultants may include, but not be limited to, training specialists; dietitians; inventory/procurement specialists; human resource professionals; and/or certified dietary managers.

7. The Contractor shall provide all uniforms (Contractor's standard uniform) required for food service employees. Contractor's uniforms must conform to the institution's dress codes for food service workers.

8. Except, as otherwise specified in this RFP, the institution 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. The Contractor shall comply with reasonable requests of the institution to remove and replace employees objectionable to the institution. It is the policy of DRC and DYS to ensure background investigations are conducted on each Contractor given primary consideration for employment or entrance into any of its offices/institutions to identify whether there are criminal convictions that

have a specific relationship to job performance in accordance with DRC Policy 34-PRO-07 Background Investigations and DYS Standard Operating Procedure 103.03.04 (attached). The Warden/Superintendent or designee shall review and personally approve the proposed work location and plan for coordination of all Contractors prior to authorizing their services.

The Candidate being considered to provide services at a DRC institution must complete the DRC Independent Contractor Information (DRC1681) form (attached) and the Authority for Release of Information (DRC1404) form (attached) prior to a background investigation being conducted. The following sections of the Background Investigation Checklist (DRC1674) (attached) must be completed with supporting documentation attached:

1. LEADS only
2. Section 3 Certification/Licensure as applicable to the position.

The Candidate being considered to provide services at a DYS institution must complete the DYS Consent for Background Check (DYS 103.03.04A) form (attached) and the Confidentiality of Information (DYS 103.10B) form (attached) prior to a background investigation being conducted.

The Agency will provide the Contractor with the designated point of contact for background checks. **In order to ensure background checks are completed for all candidates proposed for on-site services, all background packets must be submitted to the Agency by August 1, 2013.**

9. All Contractor employees shall be properly trained, competent, and courteous personnel who meet all established health standards established by State law. Prior to employment, Contractor employees must pass an appropriate physical examination, including a tuberculosis test, as required by Ohio Food Service Laws and Regulations. Documentation of such examinations must be provided to the institution's designee; and all expenses related to the pre-employment health examinations must be borne by the Contractor.

All Contractor employees shall comply with all Federal Prison Rape Elimination Act standards per the National Prison Rape Elimination Act Resource Center.

10. The Contractor must maintain appropriate personnel policies that are compatible with those of the State.
11. The Contractor must develop and implement an orientation and training program and manual which is acceptable to the State, and which incorporates components from both the Contractor's and State's missions and service delivery systems.
 - a) The Contractor shall ensure that all new employees participate in the Contractor's food service orientation program, are provided ongoing in-service training, and ensure that the employees receive copies of all appropriate training materials. Documentation of such orientation and training must be submitted to the Warden/Superintendent or designee for review on a monthly basis.

The Contractor agrees that all on-site providers must attend an orientation session prior to entering the Institution in accordance with DRC Policy 39-TRN-12 Contractor Orientation and DYS Standard Operating Procedure 104.01.04 Safety and Security Orientation Guidelines (attached). The Contractor shall be financially responsible for the provider's time to attend this orientation. The Institution will provide the instructors and the training site.

It is the policy of DRC and DYS to provide all on-site providers with security orientation. The orientation will be appropriate to the contract service provided and the type of service provided, as required in the policy. The orientation will occur prior to services being rendered.

DRC may require an on-site provider to attend mandated training specifically related to the service provided by the Contractor at the cost of DRC. A printed orientation packet of material shall be provided to the on-site provider. At a minimum, the packet will cover the following topic areas:

1. Ohio Department of Rehabilitation and Correction Mission Statement;
2. Standards of Conduct for Contractors/Volunteers;
3. Key Control form (DRC1891);
4. Appropriate attire;
5. Appropriate interaction with inmate/offenders;
6. Hostage situations; and,
7. Suicide prevention training.

On-site providers working at more than one location within a 12-month period shall be trained on institution specific topics at each facility once a formalized orientation process has been completed. Verification of said orientation shall be housed at the training office of all worksites.

- b) All food service employees shall be fully trained and evaluated by the Food Service Manager prior to being placed into any food service area. The Contractor shall ensure that all staff is familiar with applicable Department policies and procedures, rules and regulations, as well as applicable ACA standards and documentation.

The Contractor's on-site Food Service Manager is required to attend Department Head meetings held at each institution as well as and any other applicable meetings. The Contractor shall be responsible for payment of the Contractor's staff's salaries, benefits, and other expenses, while attending any Department required training.

- c) In addition, the Agency may periodically provide training to the Contractor's managers and staff in areas relevant to the agencies' missions, policies/procedures, programs, and food services. Notice of such training sessions shall be provided to the Food Service Manager in a timely manner.
- d) The Contractor is responsible for providing all staff with mandated Hazard Analyses and Critical Control Points training and assuring ongoing compliance with HACCP requirements. Training criteria must include, as a minimum, how to protect persons' safety by eliminating the potential for food-borne illness because of improper food storage, preparation, temperature maintenance, and serving procedures.

12. The Contractor shall enforce the mandate of a drug-free environment; i.e., Contractor employees will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way while working on State property. Prescription and over-the-counter medications must be secured in a locked environment. Failure to comply may result in termination of any Contract award.

13. The Contractor shall enforce appropriate policies and reporting mechanisms to maintain an environment free from sexual harassment. Sexual harassment is a serious offense and will not be condoned or tolerated.

14. The Contractor's employees shall observe the rules and regulations of the agencies when engaged in work under the Contract.

- a) The Contractor's employees will not possess or maintain the presence of any firearm in or on any DYS premise in the delivery of services.
- b) The Contractor's employees agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring that any person performing services hereunder meets child support obligations established under state law.

15. The Contractor shall keep its management staff abreast of current trends including but not limited to, management, food quality, and sanitation by means of participation in continuing education programs.

16. Health Examination and Sanitation.

- a) The Contractor shall arrange for all food service employees to submit to periodic health examinations as required by law and the appropriate regulatory agencies, and will submit satisfactory evidence of compliance with all health regulations upon request.
- b) It will be the Contractor's responsibility to obtain all necessary permits and/or licenses required to operate the food service department.

F. Inmate Labor – **DRC ONLY**

The Contractor shall utilize inmate labor, provided by the DRC, to assist in the delivery of food service operations as described below. Inmates shall not be considered employees of the Contractor for any purposes whatsoever.

DRC shall select and provide sufficient inmate labor. Inmate labor includes food preparation, serving, sanitation and other activities that the Contractor determines can be appropriately handled by inmate labor for all meals, with the exception of periods of lock downs, strikes or other emergencies. The actual number of inmates used shall be agreed upon by the Warden and Contractor and reviewed or revised as necessary. The Contractor may request the Warden to remove inmate staff from assignment to food service.

In the event of rule violations by inmates working with the Contractor, the Contractor shall document the incident on specified forms provided by the DRC and notify security personnel at the institution. Copies of all documentation shall be submitted to the appointed designee at each institution. Security personnel shall be responsible for taking the necessary steps for disciplinary action.

DRC shall be responsible for providing inmate worker uniforms, but it shall be the responsibility of the Contractor to provide hairnets, beard guards, gloves, aprons, etc. It shall be the responsibility of the Contractor to launder and maintain said uniforms.

DRC shall assume the cost of the inmate workers payroll.

The Contractor shall conduct evaluations of inmates as deemed necessary by the Warden of each institution.

Juvenile Career Based Intervention (CBI)/Youth Work Program (YWP)- **DYS ONLY**

The Contractor shall utilize assigned CBI/YWP juveniles provided by DYS facilities to assist in the delivery of food service operations as described below. CBI/YWP juveniles shall not be considered employees of the Contractor for any purposes whatsoever. DYS shall select and assign CBI/YWP juveniles.

CBI/YWP juvenile food service duties include:

Washes Dishes, Washes Pots and Pans, Cleans and Sanitizes Equipment, Tables, Removes Garbage, Sweeps and Mops floors as necessary in order to maintain a work environment that is clean safe and sanitary; Operates commercial/standard equipment for ware washing, preparation and cooking; assists in setting up serving line, following proper portion control guidelines, serving line procedures, as well as NSLP standards and Health Department Standards; helps prepare snacks; clean restrooms; prepares beverages; helps deliver food; store food/food supplies; helps organize; completes timesheet. All the above shall be performed by CBI/ YWP juveniles with the exception of periods of lockdowns, strikes or other emergencies. The actual number of CBI/YWP juveniles used shall be agreed upon by the Superintendent and Contractor and reviewed or revised as necessary. The Contractor may request the Superintendent to remove a CBI/YWP juvenile from assignment to food service.

In the event of rule violation by CBI/YWP juvenile working with the Contractor, the Contractor shall document the incident on specified forms provided by DYS and notify Superintendent or designee at the facility. Copies of all documentation shall be submitted to the Superintendent or designee at each facility. The facility personnel in collaboration with the CBI/YWP instructor shall be responsible for taking the necessary steps for corrective action.

DYS shall be responsible for providing CBI/YWP juveniles uniforms, but it shall be the responsibility of the Contractor to provide hairnets, beard guards, gloves, aprons, etc. It shall the responsibility of the Contractor to launder and maintain CBI/YWP juvenile uniforms.

DYS shall assume the cost of the CBI/YWP juvenile payroll.

The Contractor in conjunction with the CBI/YWP instructor shall conduct evaluations of CBI/YWP juveniles as deemed necessary by the Superintendent of each facility.

Juvenile High School Graduates-**DYS ONLY**

The Contractor shall utilize juvenile high school (HS) graduates provided by DYS to assist in the delivery of food service operations as described below. The juvenile HS graduates assigned to work in food service shall not be considered employees of the Contractor for any purposes whatsoever. DYS shall select and assign HS graduates based on availability and need.

Juvenile HS Graduate food service duties include:

Washes Dishes, Washes Pots and Pans, Cleans and Sanitizes Equipment, Tables, Removes Garbage, Sweeps and Mops floors as necessary in order to maintain a work environment that is clean safe and sanitary; Operates commercial/standard equipment for ware washing, preparation and cooking; assists in setting up serving line, following proper portion control guidelines, serving line procedures, as well as NSLP standards and Health Department Standards; helps prepare snacks; clean restrooms; prepares beverages; helps deliver food; store food/food supplies; helps organize; completes timesheet. All the above shall be performed by juvenile HS graduate with the exception of periods of lockdowns, strikes or other emergencies. The actual number of juvenile HS graduates assigned shall be approved by the Superintendent and Contractor and reviewed or revised as necessary. The Contractor may request the Superintendent to remove a juvenile HS graduate from assignment to food service.

In the event of rule violation by the juvenile HS graduate working with the Contractor, the Contractor shall document the incident on specified forms provided by DYS and notify the Superintendent or designee at the facility. Copies of all documentation shall be submitted to the Superintendent or designee at each facility. The facility personnel in collaboration shall be responsible for taking the necessary steps for corrective action.

DYS shall be responsible for providing the juvenile HS graduates uniforms, but it shall be the responsibility of the Contractor to provide hairnets, beard guards, gloves, aprons, etc. It shall the responsibility of the Contractor to launder and maintain said uniforms.

DYS shall assume the cost of the juvenile HS graduate payroll.

The Contractor in conjunction with the Superintendent's designee shall conduct evaluations of juvenile HS graduates as deemed necessary by the Superintendent of each facility.

G. Inmate Training- **DRC ONLY**

Inmates shall be thoroughly trained in the proper operation of food service equipment and appropriate steps shall be taken to prevent rough handling or abuse of equipment. Inmate training shall be conducted using the DRC Orientation and Training for the Food Service Worker manual with documentation of training on the Inmate Training form (DRC1953) for all inmates working in the food service operation. Documentation of inmate training shall be maintained to include specific training of safety practices in usage of equipment and chemicals and personal hygiene in accordance with DRC Policy 60-FSM-06, Health Protection for Staff/Inmate Food Service Workers and all applicable state, federal and ACA standards. A copy of all inmate food service training shall be placed on file in the Food Service Office by inmate name and identification number.

Inmate training and education is also a mission-critical outcome that DRC expects this Project to provide; therefore, proposals that provide transferable job skills and work ethic to help prepare inmates for post-release reentry and employment will be a key component in the evaluation of proposals received in response to this RFP. Offerors shall describe their approach to training and education in their proposal to include, but not be limited to, the number of inmates that will participate, description of the curriculum and program and certification available. The curriculum and certification shall be subject to the approval of the Ohio Central School System. A certificate of completion for successful participants shall be provided.

It is encouraged that the Contractor gives employment consideration to, or assist, inmates who have successfully completed the program and who are released from incarceration. Employment consideration and assistance should be to the extent of employment on food service contracts that the Contractor may have available. Such former inmates shall not be hired by the Contractor to work in any DRC correctional facility without approval of DRC.

Juvenile Training-**DYS ONLY**

Both CBI/YWP and juvenile HS graduate shall be thoroughly trained in the proper operation of food service equipment and appropriate steps shall be taken to prevent rough handling or abuse of equipment. The CBI/YWP and juvenile HS graduate training shall be conducted and documented by the Contractor. Documentation of the CBI/YWP and juvenile HS graduate training shall be maintained by the Contractor to include specific training of safety practices in the usage of equipment and chemicals and personal hygiene. A copy of all CBI/YWP and juvenile HS graduate food service training documentation shall be maintained on file in the Food Service Manager's Office by juvenile name and identification number.

H. Security

The Agency will provide security in the dining rooms at each meal, depending on staff availability and the classification of the facility, i.e. minimum, medium, close, and maximum. In addition, security may be provided at the back door of each kitchen for inmate movement and to assist with security functions in the food service operations when available. The Contractor's staff shall be trained in institutional security and may be required to provide their own security in the kitchen if institutional staff is not available.

The Contractor shall be responsible for maintaining security of all sharp items and caustic chemicals, as well as all inventories. All sharp and cleaning items shall be logged in and out per Agency policy. All logs shall be available for inspection at any time by Agency staff and inspectors. All items shall be accountable at all times.

The Contractor shall be responsible for keeping all areas locked and unavailable to inmate or juvenile workers. DRC food service duplicate keys shall be maintained in the Institutional Control Center. DYS food service duplicate keys shall be maintained in the Institutional Lock Shop. Any lost or misplaced keys shall be reported immediately to the DRC's Captain's office or DYS's Operation Manager on duty. This initial report will be verbal, indicating all known circumstances surrounding the lost or misplaced keys. The person losing or misplacing the keys will submit a written report prior to the end of their work shift. The Contractor shall be responsible for any costs incurred due to lost keys and inventory.

I. Policies and Procedures. Within 30 days of award of the Contract, the Contractor shall develop and provide a policy and procedure manual (one for each institution) governing food service operation at the facilities.

1. Agency approval. Such manual must be approved by the Warden/Superintendent or designee, and must contain, at a minimum, consistently applied principles and procedures relating to personnel matters (i.e., selection, training, performance evaluation, and progressive corrective action), inventory control, etc., which are compatible with the agencies' policies and procedures.
2. Procedural inconsistencies. In the event of inconsistencies between the Contractor's policy and procedure manual and those policies and procedures established by the agencies, the agencies' policies shall take

precedence.

J. General Description of Food Service Department

Department of Rehabilitation and Correction

DRC provides each inmate a wholesome and nutritious diet within a set budget allowance. Meals shall be prepared and served under strict sanitary conditions according to regulations set by the DRC and Ohio Department of Health. The Department is also regulated under the American Corrections Association standards including food service and sanitation standards as well as all state and federal regulations in regard to purchasing, preparing and serving food and maintaining all areas.

Each institution operated under the DRC follows a “Master Menu” planned in accordance with Recommended Daily Allowances as recognized by the National Academy of Sciences. The basic caloric requirement of the Master Menu is 2500 calories for men and 2250 calories for women. Resident inmate surveys and assistance from institutional food service personnel are considered in the planning of the Master Menu. The Master Menu consists of a twenty-one (21) day cycle, generally rotating on a six-month basis. Completed menus are analyzed for nutritional content. Master Menus are written to include the recommended US Dietary guidelines for Americans, the Recommended Daily Allowances and the Dietary Reference Intakes specifically is not more than thirty percent (30%) fat calories. The Master Menu is pork free. All Master Menus list standard portion sizes and are written to utilize the Armed Forces Military recipes. The average daily nutrient breakdown for the menu is as follows:

	Men	Women
Calories	2500	2250
Protein	105 grams	103 grams
Fat	Less than 30%	Less than 30%
Cholesterol	300 milligrams	300 milligrams
Sodium	3500 milligrams	2990 milligrams
Calcium	1350 milligrams	1500 milligrams

The Department offers an alternative menu choice each meal, which includes an alternative protein entrée, fruit instead of dessert when on the menu, and condiment choices that are lower in fat, sodium, and sugar. Substitutes for sugar, jelly, and syrup are served as required by the menu choices. Medical diets are served at the Franklin Medical Center and Pickaway Correctional Institution, Frazier Health Center, which are specialized medical facilities, and when required, in other areas as well.

Food products used by the Department are purchased under the state purchasing regulations. The DRC Meat Processing Career Center (MPCC) and Beverage Processing Career Center (BPCC) provide the meat and milk for food service operations. The Contractor shall continue to utilize the products offered by MPCC and BPCC during the term of the contract unless a waiver is granted by DRC. The Ohio Penal Industries shall invoice the Contractor on a monthly basis for all items purchased from the MPCC and BPCC.

Department of Youth Services

DYS provides Juvenile meals that are nutritionally balanced, well-planned, and prepared in a manner that meets established governmental health and safety regulations and codes. DYS complies with all Regulations pertinent to the operations for Residential Child Care Institutions (RCCIs) which participate in the National School Program (NSLP), the School Breakfast Program (SBP), and the After School Snack Program (ASSP). Meals shall be prepared and served under strict sanitary conditions according to regulations set by the DYS and Ohio Department of Health. The Department is also regulated under the American Corrections Association Performance-Based Standards for Juvenile Correctional Facilities, Fourth Edition including food service and sanitation standards as promulgated by federal, state and local authorities as well as all state and federal regulations in regard to purchasing, preparing and serving food, record keeping and sanitation of all areas.

Each institution operated under the DYS follows a “Master Menu” planned in accordance with Recommended Daily Allowances as recognized by the National Academy of Sciences and the New Regulatory Requirements under Final Rule “Nutrition Standards in the National School Lunch and School Breakfast Programs”.(Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs-Jan. 2012). The basic caloric requirement of the Master Menu is 3200 calories for males and 2400 calories for females. Juvenile surveys and assistance from institutional food service personnel are considered in the planning of the Master Menu. The Master Menu consists of a twenty-one (21) day cycle that will be evaluated quarterly and revisions may be determined at time of evaluation. Completed menus are analyzed for nutritional content. Master Menus are written to include the recommended US Dietary guidelines for Americans, the Recommended Daily Allowances and the Dietary Reference Intakes in accordance with DYS Policy 401.03 Dietary Allowances and Menu Planning. All Master Menus list standard portion sizes and are written to utilize the USDA and Food for Fifty recipes. The average daily nutrient breakdown for the menu is as follows:

	Males	Females
Calories	3200	2400
Protein	127	116
Fat	<30% total kcal	<30% total kcal
Saturated Fat	<10% total kcal	<10% total kcal
Cholesterol	<300 mg/d	<300mg/d
Sodium	3500 mg	3500 mg
Calcium	1300 mg	1300 mg

K. Minimum Meal Service Requirements

Department of Rehabilitation and Correction

The Contractor shall provide all meals, in accordance with the Master Menu or approved variations to be served at temperatures in compliance with those required by the Ohio's Food Establishment Act and State Retail Food Code in a method approved by the Agency. Policy dictates that three (3) meals per day shall be served with a minimum of two (2) hot meals and not more than fourteen (14) hours between the evening meal and the following day's breakfast meal. Meals shall be served in a manner that makes them palatable and visibly pleasing complete with appropriate condiments. The Contractor is expected to be on-site to prepare, serve and clean up after food service delivery. The Contractor shall ensure that meals are served within the time ranges as determined by the Warden/Superintendent or designee at each institution. Style of meal service varies at each institution but the basic style of service includes cafeteria-style in one (1) main dining room or several smaller dining rooms. The Contractor shall ensure that the recipes used in the preparation of foods on the Master Menu are approved by the Agency. The Contractor shall ensure that the food items served are the portion sizes required per the Master Menu and inmates are given the option to receive or reject all required food items. Some cafeterias are fed in a blind feeding method; with this feeding, all required food items shall be placed on all inmate trays unless another system is developed and approved by the Agency.

All meal services shall be provided by the Contractor to include cafeteria feeding, cellblock feeding, satellite areas such as work or vocational programming, sack lunches for work crews, and staff meals to meet institutional need which includes, but is not limited to, Correctional Officers unable to be relieved from their post/frozen on shift and to staff during Critical Incident Management (CIM) situations. The Contractor shall prepare all meals and deliver as specified in each institution. The Contractor shall ensure that food service is made available for other institution staff and guests as requested at their own expense.

The Contractor may be requested to provide food service for special meetings or events held within the institution on an as-needed basis. The Contractor shall provide price per meal and portion sizing for these special events based on negotiations with the Warden/Superintendent or designee on a per event basis and shall be invoiced separately from the inmate food service.

Department of Youth Services

The Contractor shall provide all meals, in accordance with the Master Menu or approved variations to be served at temperatures in compliance with those required by the Ohio's Food Establishment Act and State Retail Food Code in a method approved by the Agency. DYS SOP 401.02.06 requires that three (3) meals per day shall be served with a minimum of two (2) hot meals and not more than fourteen (14) hours between the evening meal and the following day's breakfast meal. Juveniles shall have 20 minutes of seated time to eat their meal. Meals shall be served in a manner that makes them palatable and visibly pleasing complete with appropriate condiments (DYS Master Cycle Menu Instructions, Attachment Fourteen). A weekly menu shall be posted in the dining room and common areas of the institutions. Evening snacks shall be maintained at proper temperature, and served to youth between 7-9 p.m. The Contractor is expected to be on-site to prepare, serve and clean up after food service delivery. The Contractor shall ensure that meals are served within the time ranges as determined by the Superintendent or designee at each institution. Style of meal service at each institution will be the basic cafeteria-style service with a serving line in the dining room. The Contractor shall ensure that the recipes used in the preparation of foods on the Master Menu are approved by the Agency. The Contractor shall ensure that the food items served are the portion sizes required per the Master Menu and juveniles are given the option to receive or reject all required food items as required by NSLP offer verses serve policy (Guidance for Residential Child Care Instructions (RCCI) in the School Meal Program, Attachment Fourteen).

All meal services shall be provided by the Contractor to include cafeteria feeding for breakfast, lunch and dinner, including evening snacks per the Master Menu daily and staff meals to meet institutional need which includes, but is not limited to Youth Specialist unable to be relieved from their post/frozen on shift to staff during Critical Incident Management (CIM) situations. The Contractor shall prepare all meals as specified in each institution. The Contractor shall ensure that food service is made available for other institution staff and guests as requested at their own expense.

The Contractor shall maintain an accurate daily count of meals served, including point of service for juveniles, staff, volunteers and guests for audit purposes. Normal mealtime periods for juveniles shall be at the discretion of the institution. The Superintendent shall have the right to adjust meal service time to accommodate facility population or programming.

The Contractor may be requested to provide food service for special meetings or events held within the institution on an as-needed basis. The Contractor shall provide price per meal and portion sizing for these special events based on negotiations with the Superintendent or designee on a per event basis and shall be invoiced separately from the juvenile food service.

National School Lunch Program -NSLP

The Contractor shall comply with the rules, regulations, policies, and instructions of the state agency and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 220, 245, 250, 3016, 3017, 3018, 3019; 7 CFR Part 225 (SFSP), if applicable.

The Contractor shall implement an accurate point of service count using the counting system submitted by the SFA in its application to participate in the Child Nutrition Program and approved by the State Agency in the annual contract between the SFA and State Agency for the programs listed in Section I, Item B on page 9, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and eligible students under USDA Regulation 7 CFR 245.8.

The DYS shall monitor the food service operation of the Contractor through periodic on-site SFA school building visits to ensure that the food service is in conformance with the USDA program regulations. (Reference 7 CFR 210.16) Further, if there is more than one school site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8 (ODE On-Site Accountability Review Form). Each ASSP MUST BE MONITORED AND EVALUATED BY THE Contractor two times per year. The first evaluation must be conducted during the first four weeks of snack service (ODE After School Care Snack Program (DSLSP) Sponsor's On-Sight Self-Monitoring and Evaluation Form).

The Contractor must provide mandatory Civil Rights Training for all employees working in the School Meal Programs so that they understand these requirements. The form to be used to record the annual mandatory training is attached.

The records necessary for DYS to complete the required monitoring activities must be maintained by the Contractor under this contract and must be made available to the Auditor General, USDA, the state agency, and DYS upon request for the purpose of auditing, examination, and review.

The SFA shall establish and the Contractor shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of youth and Institution Staff to assist in menu planning. (Reference 7CFR 210.16(a) (8)).

The Contractor must comply with the 21-day menu cycle and specifications (DYS Master Cycle Menu) developed for the National School Lunch Program. The Contractor must also comply with the DYS Master Cycle Menu as specified by the School Funding Authority (DYS) for the School Breakfast Program (SBP) the After School Care Snack Program (ASSP) and the National School Lunch Program (NSLP). Any changes made by the Contractor after the first initial menu cycle for the NSLP, SBP, and/or ASSP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two weeks prior to service.

The Contractor shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance to DYS Policy 401.04.

The Contractor is required to make potable water available at no cost to all students during lunch time. Water should be readily accessible to students

Year-end inventory of USDA donated food shall be conducted by DYS to ensure and verify correct and proper credit has been received for the full value of all USDA donated foods. 7CFR 210 AND 7 CFR 250.

The Contractor must comply with food safety inspection requirements and standards as prescribed by USDA and in accordance with DYS Policy 401.04 Dietary Health Safety and Inspections, for its facilities and shall ensure that all state and local regulations are being met and in the preparation or serving meals at any institution.

The Contractor shall maintain state and/or local health certifications for any facility outside the DYS Institutions in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with all food safety inspections.

The Contractor shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance to DYS Policy 401.04.

The Contractor shall comply with all local and state sanitation requirements in the preparation of food. In accordance with DYS Standard Operation Procedure 401.03.01 and HACCP Principles.

L. Sample Meal Trays

At each meal, two (2) sample trays shall be prepared at no cost to the Agency. One (1) tray shall be saved for a minimum of seventy-two (72) hours and used in the event of an outbreak of a food borne illness. The second tray shall be sampled and evaluated by an Agency employee designated by the Warden/Superintendent to ensure adequate quality and temperatures. These evaluations will be sent daily to the Warden/Superintendent or designee and monthly to the DRC Regional Contract Monitor/DYS Contract Monitor. Evaluations will be conducted by designated staff and reviewed by the Institutional Warden/Superintendent or designee. Poor evaluations or meal deficiencies will be reviewed with DRC Regional Contract Monitor/DYS Contract Monitor at the time of the occurrence. The Contractor will be given an opportunity to correct said deficiencies and present corrective procedures. If corrective action is not taken or corrective action is not sufficient, the Contractor shall be penalized the cost of said meal in its entirety.

M. Emergency Meals

The Contractor shall have in place a procedure for emergency meals. The procedure shall have prior approval of the Warden/Superintendent and DRC Regional Contract Monitor/DYS Contract Monitor. In the event of an emergency, as determined by the Warden/Superintendent of the Institution, the Contractor shall continue to serve meals in compliance with this emergency procedure and/or as specifically instructed by the Warden/Superintendent or DRC Regional Contract Monitor/DYS Contract Monitor. Applicable department emergency plans will be made available at each Institution and may require the Contractor to alter normal operations and staffing.

N. Master Menu

The Contractor shall serve the Agency Master Menu as provided in this RFP unless modified to meet special dietary requirements. Other Master Menus may be used with thirty (30) day prior approval from the Agency. These menus submitted for approval shall list portion sizes, recipes and a complete nutritional analysis indicating the caloric content as specified by the Agency. The Agency reserves the right to change the Master Menu requirements and will provide the Contractor thirty (30) days written notice of the change. It is anticipated that changes to the Master Menu will not increase the overall cost of food products as such changes are to be unsubstantial in nature. If, there is a substantial change in the Master Menu that the overall cost of food products decrease, the Contractor is required to pass on the cost decrease to the Agency.

The Contractor shall comply with the Master Menu, as written, in all twenty six (26) DRC institutions and four (4) DYS institutions. Any substitutions or changes shall be in accordance with the Production Guidelines/Menu Instructions as written by the Agency Registered Dietitian and reviewed and approved in advance by the Dietary Operations Manager. The Production Guidelines are provided as an attachment to this RFP. All substitutions must be documented and submitted to DRC Regional Contract Monitor/DYS Contract Monitor in the monthly report. Monthly reports shall be reviewed for unapproved substitutions by the Agency Registered Dietitian. These will be discussed with the DRC Regional Contract Monitor/DYS Contract Monitor, who will give the Contractor the opportunity to explain and correct such substitutions. The Contractor shall document corrective action. If unapproved substitutions continue the next month, the DRC Regional Contract Monitor/DYS Contract Monitor will issue a written warning. If unapproved substitutions continue after a written warning, the Contractor may be deemed in breach of contract and damages may be charged as set forth in Attachment Three, Part Two and Attachment Sixteen.

The Contractor shall comply with the Master Menu without variation except where approved by the DRC Regional Contract Monitor/DYS Contract Monitor or designee. Compliance with the Master Menu shall include correct portions, correct utilization of approved recipes and use of proper ingredients. The Master Menu consists of several components with specific guidelines that meet various inmate and juvenile dietary needs, including religious, medical needs and some inmate and juvenile preferences.

The components of the DRC/DYS Master Menu are as follows:

DRC Adult Master Component: This component includes the menu requirements for the general adult inmate population and meets the Recommended Dietary Allowances (RDA) and the Dietary Reference Intakes (DRI) and incorporates recommendations from the American Heart Association, American Diabetes Association and the American Dietetic Association.

DYS Juvenile Master Component: This component includes the menu requirements for both girls and boys ages 10- 18. and meets the Recommended Dietary Allowances (RDA) and the Dietary Reference Intakes (DRI) and incorporates recommendations from the American Heart Association, American Diabetes Association and the American Dietetic Association and the Healthy, Hunger-Free Kids Act of 2010.

DRC Adult Modified Diet Component: This component includes the menu requirements for specific dietary needs of inmates with medical conditions. This includes specific diet trays when specified.

DYS Juvenile Modified Diet Component: This component includes the menu requirements for specific dietary needs of youth with require medical nutrition therapy. This includes specific diet trays. Therapeutic diets are prepared and served to youth according to written orders in accordance with DYS Policy 403.15, Policy 401.03 and DYS SOP 403.15.02 AND 401.03.02. Utilizing Forms 401.02.02A, 401.03.02B and 401.03.02C.

DRC Adult Alternate Menu Component: This component includes the menu requirements of all religious dietary needs as well as other dietary needs not listed under the modified diet component.

DYS Juvenile Alternate Menu Component: This component includes the menu requirements of religious dietary needs in accordance with DYS SOP 401.03.02 utilizing Form 401.02A .

DRC Adult Sack Lunch Menu Component: This component includes the menu requirements for those areas such as work programs or court trips that require a sack lunch instead of a meal tray.

DYS Juvenile Sack Lunch Menu Component This component includes menu requirements for such trips as to court, Doctor appointments, transportation home or to other institutions Menu is planned to meet NSLP Requirements Sack lunches are sent with youth upon leaving the facility.

DRC Adult HS/Evening Snack Bag Component: This component includes the menu requirements for specific dietary needs in addition to the daily meals.

DYS Juvenile AM, PM & HS/Evening Snack Bag Component: This component includes the menu requirements for specific dietary needs in addition to the daily meals.

DRC Adult Brunch Menu Component: This component includes the menu requirements for the brunch meal which is served on Saturdays and Sundays in DRC institutions. DRC is considering discontinuing the brunch meal; therefore, Offerors shall provide pricing on the Cost Summary form with brunch and without brunch.

O. Other Meals served under the Master Menu

The Contractor shall provide each of the following meals in accordance with the requirements of the Master Menu. These meals are provided in areas other than the dining room such as confinement, work and program areas, and outside work crews. Food shall be prepared in sufficient quantities to feed the specified inmates.

Confinement/Infirmary Meals

The Contractor's staff shall supervise the preparation of meals in accordance with the Master Menu for inmates and juveniles assigned to confinement areas and any other areas including the infirmary, renal units, or other satellite areas requiring meal trays. The transportation and delivery of the DRC prepared meals shall be conducted by inmates assigned to the Contractor and shall be supervised by the Contractor. The transportation and delivery of the DYS prepared meals shall be conducted by the Contractor. In designated areas, security personnel shall be responsible for delivery of each tray to the inmate or juvenile. Meals shall be delivered in pre-portioned individual serving trays in such a manner as to maintain food temperature requirements, with the exception of a few satellite areas.

There are several DRC locations, which use a bulk feeding method for confinement areas. This method of feeding shall be continued, unless the Contractor can establish a more efficient and accurate method of feeding, which shall be approved by the Warden/Superintendent and DRC Regional Contract Monitor.

Two (2) meal choices shall be available in DRC cellblock feeding: (1) the regular main line meal, and (2) the alternative menu including the protein alternative, condiment and dessert choices. Inmates will make a choice upon entering the cellblock and that choice will remain the same throughout the incarceration period.

The Contractor will provide meals which meet the dietary needs of youth and restrict items that may be used to self-injure or cause injury or harm to others in accordance with DYS SOP 401.03.02 Special and Religious Diets.

Sack Lunches-DRC ONLY

The Contractor shall provide sack lunches in accordance with the Master Menu and Sack Lunch Menu component for groups of inmates who require meals and cannot receive lunches as listed on the Master Menu. Such inmates include those going to outside court, inmate work crews and inmate transfers. To enhance inmate workday productivity, the Contractor shall deliver sack lunches to the control room, sally port gate, or designated area when requested by the institutional staff.

Sack lunches for staff during emergency situations shall be made available upon request of the Warden/Superintendent in the institution and shall be noted separately on the monthly invoice. Food temperature requirements shall apply to sack lunches.

Medical/Therapeutic Diets

The Contractor shall provide meals for medical diets, which shall include any diet foods specified by the Dietary Operations Manager, Agency's Registered Dietitian or Medical Department. Physicians, dentists or clinical associates in each institution's medical unit shall prescribe medical diets from an Agency approved list of medical diets. Snacks are considered part of the medical diet and are not billed separately. All diet trays served shall be recorded with a copy of the record sent to the Medical Department for proper documentation for ACA performance standards. This record shall include at a minimum, inmate or juvenile name, number, date of meal picked up, and type of meal.

The Franklin Medical Center and Pickaway Correctional Institution, Frazier Health Center, are specialized medical facilities which require more extensive dietary services and dietary restrictions. Ready to drink, liquid supplements, prescribed for additional nutrition, such as Ensure or Resource, will be provided by the Agency's medical staff at each institution during pill call at the expense of the Agency.

When it is determined by a DYS facility Physician or Dentist that a juvenile requires a special medical diet, the facility nurse shall notify the agency Dietitian and facility Food Service Manager and provide a written diet order pursuant to DYS SOP 401.03.02, Therapeutic, Religious and Mental Health. The Special Diet Order Form 401.03.02.A is completed by the facility nurse with a signed copy of the doctor's order attached.

The Diet Summary Report for the month of December 2012 for all DRC and DYS institutions is provided as an attachment to this RFP.

Alternate and Religious Entrees

The Contractor shall provide inmates alternate (meatless) entrées as required by the DRC Master Menu. The alternate (meatless) entrée is designed to provide meal options for inmates who choose to abstain from meat in their diets. Examples of alternative choices are peanut butter, cheese, dried beans, or other vegetarian entrées. Inmates shall be given a choice of the regular or alternate (meatless) entrée. The protein alternative shall meet the requirement for the alternative menu component.

Religious meal offerings shall be provided in accordance with DRC Policy 72-REL-01, *Institutional Religious Services*, and by directives from the Religious Services Administrator. Religious special diet requests by juveniles shall be provided in accordance with DYS Standard Operating Procedures 401.03.02, *Therapeutic, Religious and Mental Health Diets* (see attached), and verified by the Institutional Chaplain. Notification of annual ceremonial meals shall include dates, religious group involved, estimated number of participants and any required foods. Institutions will strive to observe similar procedures during religious holidays and/or observances. Ceremonial or commemorative meals shall be served in the food service dining room unless prohibited by tenet or is otherwise approved by the Warden/Superintendent.

The institution Chaplain or Warden/Superintendent is the approving official for inmate or juvenile participation and removal from religious meal participation.

Ramadan

A list of inmates participating in Ramadan and all feasts shall be prepared by the institutional Chaplains or Imam and forwarded to the Food Service Manager. The established cycle menu meals will be provided for inmates participating in the Ramadan fast prior to sunrise and after sunset. Appropriate food products shall be provided to break the fast.

The Eid-UI-Fitr Feast, which is the final "breaking of the fast", shall be served upon notification from the appropriate Religious Services Administrator, within a seventy-two (72) hour period after the fasting period. The Feast shall consist of 1 each - 4 oz. serving of 2 different meat products; 1 each - 4 oz. serving of starch, vegetable, salad, dessert, bread and at least 8 oz. of beverage. Inmates in disciplinary control shall be allowed to honor the fasting period, but are excluded from all feasts.

Lent

During the season of Lent, the meatless entrée shall be served to accommodate observance of Lenten dietary laws.

Jewish/Passover

All meals planned for this religious diet shall meet or exceed the nutritional standards established by the Agency Master Menu. The meal preparation methods shall be subject to the approval of the Agency

Annual Ceremonial Meals

Ceremonial meals shall be allotted special menu planning in order for the menu to appropriately reflect the occasion observed. Ceremonial meals may be served on New Year's day, Dr. Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Cinco de Mayo, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. This list is not intended to be all-inclusive or restrictive of ceremonial events which can be celebrated. The manner and extent of such observances are left to the discretion of the Warden/Superintendent and may include the recognition of other cultures.

Food Service shall continue to provide two hot meals on days in which the noon/brunch meal is served.

Holiday Meals

The Contractor shall provide a minimum of three and a maximum of eleven special holiday meals observing State holidays during a calendar year. The Offerors Proposal shall include copies of special holiday meal menus. These meals can be regular menu items, but preferably favorite inmate and juvenile meals. All holiday meals shall be provided at no additional charge to the Agency.

There will be times when the Warden/Superintendent or designee requests the Contractor to provide special meals or meal items for the inmate or juvenile population which will be purchased through inmate trust account or Industrial and Entertainment funds (i.e. food items for yard day). These meals shall not be included in the Contract monthly invoice.

DYS -Youth Choice Meals

Refer to form DYS SOP 401.02.03 Responsiveness to Juvenile Eating Preferences. Quarterly, youth will be provided with a youth choice meal that is chosen according to youth input.

Staff/Guest Meals

The Contractor shall ensure that food service is made available for the institution staff and guests as requested. The meal charge for staff and guests shall be paid directly to the Contractor at the time of meal by the person requesting the meal. The Contractor shall ensure that inmates or juveniles will not handle money at any time. The Contractor shall maintain documentation for the number of staff and guest meals served. At a minimum, documentation shall include sign-in sheets for the purpose of audit verification. Staff and guest meals shall not be included in the Contract monthly invoice.

P. Menu Modifications and Substitutions

The Contractor shall provide meals in accordance with the Master Menu and any additional menu components as required by the Agency. Any unauthorized exception may be considered a breach of contract. Exceptions may be approved due to extenuating circumstances (i.e., non-delivery of food items, spoilage, or equipment breakdown). Such approval or disapproval will be provided by Food Service Administration via the DRC Regional Contract Monitor/DYS Contract Monitor and timely notification shall be provided to the Contractor.

Q. Quality Control

A weekly survey of inmates and juveniles will be conducted by the contractor to determine quality of food prepared and served. Results shall be summarized and submitted to the Warden/Superintendent and DRC Regional Contract Monitor/DYS Contract Monitor or designee on a weekly basis. No meal should be rated a poor in quality. If less than 80% of the meals are of good quality for two consecutive weeks, a plan of corrective action will be developed and implemented in coordination with the DRC Regional Contract Monitor/DYS Contract Monitor. Compliance with this requirement is a rating of no less than 90% of all meals prepared and rated good or better. Upon request, special food acceptance studies will be performed by the Contractor when complaints are received. Survey results shall be used in evaluation of the Contractor at the time of renewal.

The Food Service Manager shall submit a monthly quality control report to the Warden/Superintendent and DRC Regional Contract Monitor/DYS Contract Monitor or designee detailing the Contractor's compliance with the provisions of the Contract.

The Contractor shall furnish a written quality control manual for each institution, designed to maintain a consistent level of high quality service. The quality control manual must reflect a formalized, internal inspection format, providing daily, weekly, and monthly inspections.

The Contractor shall conduct quarterly survey of juveniles that represent 25% of the institution's population to determine food preferences, quality of food served and responsiveness to the menu and submit the survey to the DYS Contract Monitor. (DYS Policy 401.02.03)

The Contractor shall conduct a plate waste study when recommending that menu item be removed or added to the Master Menu in accordance with DYS SOP 401.02.03 Responsiveness to Juvenile Eating Preferences.

R. Inmate and Juvenile Complaints and Grievances

Inmates and juveniles have the opportunity to file grievances about any aspect of their incarceration, including food service. Any grievances filed by inmates or juveniles regarding food service shall be referred to the Contractor's Food Service Manager who shall review the informal grievance and take appropriate action consistent with inmate grievance procedures outlined in Administrative Rule 5120-9-31 The Inmate Grievance Procedure or the juvenile grievance procedures outlined in DYS Policy 304.03 Youth Grievance Process. Upon request from the Agency, the Contractor shall furnish all information provided in response to any grievance in a timely manner. The inmate may appeal to the Office of the Chief Inspector for further resolution of any grievance not satisfied in the informal or Wardens' level review. A high number of appeals upheld at this level would indicate a problem or breakdown and possible weakness in the delivery of

food services. A large percentage of upheld grievances may result in breach of Contract and possible non-renewal or termination of the Contract.

S. Procurement, Inventory and Receiving of Food and Non-food Supplies

The Contractor shall be responsible for the procurement of all food and dietary supplies, including but not limited to ordering, delivery, payment, inventory control, distribution, and use at the request of the facility. Products to be supplied by the Contractor include, but are not limited to, food, beverages, plastic wrap, foil, disposable meal boxes and other meal related paper and plastic goods.

When seasonally available, and quantity and of competitive price, the state's preferences is for Ohio-grown produce. Information on Ohio products and Ohio growers can be found at <http://ohioproud.org/> or <http://ohiovegetables.org/>.

All purchases of food and food supplies are to be received, inventoried and stored by the Contractor on-site. All supplier invoices must indicate the Contractor's name and not the State of Ohio, the DRC DYS, DAS or the institution. The Contractor will ensure the supplier understands the Contractor is responsible for the purchase and payment of the products. Throughout the duration of the Contract, title to such food and food related supplies shall remain with the Contractor. The Contractor shall ensure timely usage of food products, by rotation of food items.

The Contractor shall be responsible for providing the non-food supplies in quantities sufficient to ensure compliance with all minimum service requirements of this RFP except supplies used in emergency feeding. This includes paper supplies, chemical and cleaning supplies, and small wares. All toxic materials used for cleaning and sanitation shall meet all department regulations as well as all Health Department regulations.

The DRC and DYS prefer the Contractor utilize products or items available through Ohio Penal Industries, i.e. cleaning and janitorial supplies.

The Agency shall supply the Contractor a complete inventory of small wares and kitchen utensils. This will be a minimum inventory and the Contractor shall be responsible for maintaining this inventory throughout the life of the Contract unless otherwise approved by the Agency. The Contractor shall return an equal amount of inventory or like inventory to the Agency at the termination of the contract.

T. Cleanliness and Sanitation

The Contractor shall be responsible for maintaining cleanliness and sanitation in the food service operations, including personal hygiene, staff sanitation certifications, (HACCP) regulations, all Health Department regulations, ACA standards, and any federal and state mandated policies and regulations. The food service areas include, but are not limited to, the dining and serving areas, food storage areas, warehouse food storage areas, and restroom areas with the dining areas and/or kitchen.

All cleaning supplies purchased by the Contractor shall meet approved Occupational Safety Health Administration (OSHA) standards and Ohio State Department of Health standards. Written corrective action plans will be required if standards are not achieved. Material Safety Data Sheets (MSDS) will accompany all cleaning supplies purchased. The Contractor will be responsible for maintaining the MSDS and forward a copy to the institution health and safety officer. Compliance with this requirement will be determined by random audit.

The Contractor shall conduct weekly inspections of food service related supplies and equipment to assure optimal cleanliness and suitability for continued use. The Contractor shall ensure that the employees of the Contractor exercise due care in the use of all equipment. A written and dated report shall be forwarded to the Warden/Superintendent or designee and the DRC Regional Contract Monitor/DYS Contract Monitor within three days of inspection completion. Compliance with this requirement will be determined by random audit of date submitted and timeliness of inspection, in accordance with DYS Policy 401.04 Dietary Health, Safety and Inspections, SOP 401.04.01 Compliance with Sanitation and Health Codes, SOP 401.04.02 Freezer, Cooler, Dry Storage, Final Rinse Temperature Personal Hygiene and Cleanliness.

Sanitation inspections by Agency personnel shall be conducted on a weekly basis by the Warden/Superintendent or designee and by other Agency staff as needed. Inspections can be conducted without prior notice and any discrepancies shall be documented and necessary action taken.

A 100% score on State Board of Health inspections and ACA accreditation audits is expected. Non-compliance may incur a penalty of not less than \$500.00 for the first occurrence of a violation not corrected within the allowed ten (10) day time period and up to \$10,000.00 for repeated occurrences.

The Contractor shall establish policies and procedures which define sanitation procedures and which comply with all applicable federal, state, and local regulations. The Contractor shall provide ongoing sanitation related training to its staff and maintain documentation of the same.

U. Trash Removal and Pest Control

Trash removal and pest control shall be the responsibility of the Agency and shall be coordinated with the Contractor. The Contractor will be responsible for removal of all refuse from the food service area to the institutions' dumpsters. The Contractor shall adhere to recycling processes, such as composting and use of pulpers/hydrating systems to reduce food waste, per the institutions policy.

V. Office Equipment, Phone Lines, and Technology

The Agency shall provide office space and furniture for use by the Contractor in each Institution's kitchen area. The Agency shall not furnish services of support (e.g., support staff, secretarial, or clerical support) to the Contractor. The Agency shall provide local telephone service, but the Contractor shall be responsible for all long distance telephone costs. The Contractor shall be responsible for providing all program staff office supplies (other than furniture) including computers, software, printers, copy machines, and copy paper. It shall be the responsibility of the Contractor to provide computer technology. Each institutional food service area shall have email capabilities, as well as compatible software in order to read and use all Agency programs.

W. Equipment and Equipment Surrender

The Agency will turn over its food service equipment currently in place at each kitchen to the Contractor. The Agency will provide an inventory list of all such food service equipment to the Contractor upon execution of the Contract. At the termination of the Contract, the Contractor will surrender all equipment of the institutions in the same condition it was provided at the inception of the Contract, less reasonable wear and tear. The final decision as to replacement or repair of any items shall remain with the institutions.

The Contractor and the institution shall jointly conduct an inventory of all institution purchased equipment once each year. The institution shall have the right, however, to request a joint inventory at any time, outside of the annual inventory. The Contractor shall not remove any equipment from the institution without prior written permission.

The Contractor shall be responsible for ensuring that equipment is operated and cleaned in strict accordance with the manufacturers' operating manuals. The Contractor shall adequately operate, clean and maintain the kitchen equipment to minimize any abuse to the equipment.

An Equipment Replacement Fund shall be established for each Agency (DRC and DYS) in order to fund replacement of food service equipment during the term of the contract. Offerors shall include a charge of two cents (\$.02) to the price of the per meal cost and shall include such charge along with the price per meal for each meal billed. The Equipment Replacement Fund maybe used by the Offeror for equipment purchases of \$1,000 or more. All monies in the Equipment Replacement Fund belong solely to each Agency and each Agency shall have the option of using the fund to pay either for capital equipment or for food service costs. Any equipment purchased from the Equipment Replacement Fund belongs exclusively to the respective Agency and is its sole property. Any unspent balance remaining in the Equipment Replacement Fund at the end of the Contract will be the sole property of the Agency and may be spent in any way the Agency desires notwithstanding any other language in the Contract.

The Agency will maintain and repair the physical plant in areas assigned to the Contractor, including painting, and will provide all utilities necessary for the performance of the food service operations as determined necessary by the Agency. The Contractor shall operate the food service equipment in an energy efficient manner.

X. Emergency Situations

If a Warden/Superintendent determines that an emergency situation exists, the Contractor's employees may be assigned to other areas within the institution to facilitate the feeding of inmates and juveniles. The Agency reserves the right to use the Contractor's food and related commodities in an emergency. An accounting will be taken of those items used and the Contractor will be reimbursed at cost.

Y. Records and Documentation

The Contractor shall be responsible for maintaining all records and documentation required to ensure adequate food service operations. The Contractor shall maintain complete and accurate record keeping and documentation on-site as required by the Agency and the terms of the Contract. Copies of all records and documents shall be made available to the Agency upon request. All copying necessary for payment purposes or to meet other terms of the Contract shall be at the Contractor's expense. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the institution for the duration of the Contract. The Contractor shall be considered in violation of the Contract if any records are not available at the time of an audit.

Upon termination or end of the Contract term, Offeror shall submit copies of all documents, pertaining to the Contract to the Agency. The following is a list of records and documents that shall be maintained by the Contractor:

1. Department production sheets with HACCP information filled out completely on a per meal basis. These records shall include the amount of food prepared, any leftovers, and usage of leftovers.
2. Weekly inventory logs including the perpetual inventory maintained daily on all food products in the kitchen with inventory counted by Contractor staff at the beginning and end of each calendar month. Inventory records shall indicate all receipts for purchases and/or transfers, disbursements and spoilage.
3. The actual Master Menu served, on a monthly basis, with identification of any menu item changes for the previous month and any substitutions. This documentation shall be maintained by the Contractor at the institution in an accessible area and shall be reviewed by the Contract Monitor or Agency staff during routine site visits.
4. Diet receipts, signed by inmates and staff, indicating receipt of therapeutic diets.
5. All documentation of food products and supplies received at the facility indicating price, quantity, vendor and original invoice number.
6. All records and documents indicating the total meal count with all back-up documents. This documentation shall indicate the number of inmate and juvenile and staff meals served.
7. All records and documents indicating the number of employees per week and hours worked by each employee.
8. All County Health Department inspection reports.
9. A copy of any and all additional inspection reports required by the Agency, ACA, or by local, state or federal regulations. This shall include any and all forms, reports, or documentation the Agency deems necessary to manage a food service operation or facilitate the monitoring of the Contract.

Department of Youth Services- DYS Only-

The Contractor shall be accountable and responsible for preparing information necessary for DYS National School Lunch Program (N.S.L.P.) claims for reimbursement from State and Federal agencies and maintain such records, as required by DYS to support its claims for reimbursement. The Contractor shall maintain such records (supported by invoices, receipts, or other evidence) as DYS will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by DYS no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working succeeding the month in which the services were rendered. DYS SHALL PERFORM EDIT CHECKS ON THE PARTICIPATION RECORDS PROVIDED BY THE Contractor prior to the preparation and submission of the claim for reimbursement. SOP 401.02.08 National School Lunch Reporting. The claim information must be submitted to DYS Contract Monitor at the end of each month. Records must be made available to DYS upon request. The Contractor shall be responsible to retaining records to support DYS's claim for reimbursement for the daily number of meals served, by type. The Contractor shall assist DYS in the preparation of all reports and records required by the State Department of Education, Federal Government and DYS with respect with the National School Lunch Program (N.S.L.P.).

Z. Daily Inmate and Juvenile Count/Meal Counts

Pricing Option 1 – Price per Meals Served With and Without Brunch Meals-DRC Only

The Contractor shall provide a method as approved by the Agency for counting meals at each meal period (i.e. turnstile, ID scanner, etc.). The meal counting device will be set to “0” count prior to each meal period, verified and agreed by the Contractor and Agency representative. At the end of the meal period the number appearing on the meal counting device will be verified and agreed by the Contractor and Agency representative and recorded on the Food Services Daily Audit Form. Inmate meals not served through the serving line will be verified and agreed by the Contractor and Agency representative on an Agency furnished form after each meal. Examples of non-line served meals are bag lunches, confinement meals, and infirmary and hospital meals. The monthly recap of meals served will be completed and signed and approved by the Contractor and Agency representatives prior to submitting to the DRC Regional Contract Monitor for review and submittal for payment. The Contractor is responsible to maintain all records in accordance with the contract.

Pricing Option 2 – Per Diem per Inmate based on Midnight Census With and Without Brunch Meals – DRC Only

Institutional administration will determine the daily inmate count based on the midnight census from the night before. The Contractor shall be responsible for determining the appropriate number of meals to be prepared according to the midnight census and the approved Master Menu for each facility. The daily invoice amount shall equal the midnight census times the per diem rate for each institution. All inmates must be counted separately at the point of meal delivery per the established procedures regarding Meal Counts. Payment requests for any meals that are provided in excess of the number equal to the midnight census must have prior written approval of the DRC Regional Contract Monitor. A written record of approval shall be maintained by the Contractor and submitted with any invoice or payment request for meals in excess of the midnight census.

Pricing Option 1 – Price per Meals Served and Evening Snacks-DYS Only

The Contractor shall utilize the Point of Service Count (DYS 401.02.05A) form (see attached) for counting meals at each meal period and evening snacks. The Youth Specialist shall complete the Point of Service Count form to include the number of juveniles going through the serving line as well as number of youth that are receiving their meals on the unit. This form shall be completed and submitted to the Food Service Department at the beginning of each meal served. The Contractor shall receive the Point of Service Count form and shall verify the count is accurate, record the number of juveniles served a meal or provided a tray, and submit the form to the Food Service Manager or designee. The monthly recap of meals evening snacks will be completed and signed and approved by the Contractor prior to submitting to the DYS Contract Monitor for review and submittal for payment. The Contractor is responsible to maintain all Point of Service Count records in accordance with the contract and submit with any invoice or payment request for meals served.

Pricing Option 2 – Per Diem per Juvenile based on Midnight Census-DYS Only

Institutional administration will determine the daily juvenile count based on the midnight census from the night before. The Contractor shall be responsible for determining the appropriate number of meals to be prepared according to the midnight census and the approved Master Menu for each facility. The daily invoice amount shall equal the midnight census times the per diem rate for each institution. All inmates or juveniles must be counted separately at the point of meal delivery per the established agency procedures regarding Meal Counts. The Contractor shall utilize the Point of Service Count (DYS 401.02.05A) form (see attached) for counting juvenile meals at each meal period and evening snacks. Payment requests for any inmate or juvenile meals that are provided in excess of the number equal to the midnight census must have prior written approval of the DRC Regional Contract Monitor/DYS Contract Monitor. A written record of approval shall be maintained by the Contractor and submitted with any invoice or payment request for meals in excess of the midnight census.

The Agency shall not be liable for payment for excess meals for which there is no written approval.

AA. Contract Monitoring

A quarterly Institutional Food Service Report prepared by the DRC Regional Contract Monitor/DYS Contract Monitor in concert with the Food Service Manager will be submitted to the Warden/Superintendent, DRC Division of Business Administration Chief/DYS Administrative Staff/DAS Contract Monitor and the Contractor's Regional Manager for review and action. The report will document activities in the following categories:

1. Master Menu compliance
2. Menu item substitutions
3. Use of the daily census count for exact billing
4. Separate and exact calculation of staff and guest meals
5. Meal evaluations by staff
6. Menu shortages
7. Line delays of 10 minutes or longer
8. Use of leftovers
9. Temperature checks (no-notice, serving line, and transport boxes)
10. Portion control
11. Equipment needs and repairs

12. Inmate and juvenile training program
13. Inmate incentive food sales **DRC ONLY** (separate invoices for product)
14. Sanitation inspections
15. Staffing patterns
16. Staff training
17. Inmate and juvenile Grievance issues and concerns

Additional categories may be added for contract compliance monitoring.

A monthly Departmental Food Service Report prepared by the Regional Manager will be submitted to the DRC Regional Contract Monitor/DYS Contract Monitor and DRC Division of Business Administration Chief/DYS Administrative Staff. This report will compile information from all institutional reports.

Quarterly meetings will be held involving the DRC Regional Contract Monitor/DYS Contract Monitor, DAS Contract Monitor, DRC Division of Business Administration Chief/ DYS Administrative Staff, Regional Manager, and Contractor's Management to review monthly food service reports, forecasting of meals, and contractual issues.

BB. Usage Reports and Accounting Retention Requirements

Every twelve (12) months, the Contractor must submit a report (written or on disk) to each Agency indicating sales generated by the Contract. The report shall list usage by facility, by line item, showing the quantities/dollars generated by the Contract. A copy of all reports shall also be forwarded to the Ohio Department of Administrative Services, Attn: Jennifer Dammeyer, CPPB, 4200 Surface Road, Columbus, OH 43228-1395.

The Contractor must maintain accounting books and records in connection with its operations under the Contract for a period of not less than ten (10) years. Such accounting books and records must be maintained in accordance with generally accepted accounting principles and with all statutory provisions as set forth by federal and state law, and must be acceptable to the State.

CONTRACTOR RESPONSIBILITIES. The Contractor must meet all RFP requirements and perform Work as defined in the Scope of Work.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART TWO: SPECIAL PROVISIONS

THE OFFEROR'S FEE STRUCTURE. The Contractor will be paid as proposed on the Cost Summary Form after the Agency approves the receipt of product(s) and continued completion of all deliverables.

REIMBURSABLE EXPENSES. None.

BILL TO ADDRESS.

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

Ohio Department of Youth Services
30 West Spring Street
Columbus, Ohio 43215

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

PROPOSAL FORMAT. Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts
4. Offeror Profile and Prior Projects
5. Offeror References
6. Staffing Plan
7. Personnel Profile Summary
8. Work Plan
9. Support Requirements
10. Conflict of Interest Statement
11. Assumptions
12. Proof of Insurance
13. Payment Address
14. Contract Performance
15. W-9 Form and Additional Vendor Information Form
16. Affirmative Action Plan
17. Banning the Expenditure of Public Funds on Offshore Services
18. Cost Summary Form

REQUIREMENTS:

1. Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
 - a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
 - b. A list of the people who prepared the Proposal, including their titles.
 - c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
 - d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
 - e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
 - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
 - 3) A description of the work the subcontractor will do.
 - 4) A commitment to do the work if the Offeror is selected.
 - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
 - 6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased, etc.).
- k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
- l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.
- m. All contractors from whom the State or any of its political subdivisions make purchases in excess of \$2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the Offeror has been approved through this affirmative action program. Refer to the Affirmative Action paragraph in Attachment Two and to the Equal Employment Opportunity paragraph in Attachment Three, Part Seven of this RFP.
- n. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
 - 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or
 - 2) A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's Charter Number is: _____.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:
<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

2. Certification. Each Proposal must include the following certification signed by the individual Offeror.

(Insert Company name) affirms they are the prime Offeror.

(Insert Company name) affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from DAS.

(Insert Company name) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert Company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the state of Ohio, the Agency, and the Department of Administrative Services. *(Insert Company name)* has a full opportunity to find other business and has

made an investment in its business. Moreover (*Insert Company name*) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between (*Insert Company name*) or any of the personnel provided by (*Insert Company name*), the Agency, or the Department of Administrative Services.

(*Insert Company name*) affirms that the individuals supplied under the Contract are either: (1) employees of (*Insert Company name*) with (*Insert Company name*) withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to (*Insert Company name*).

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(*Insert Company name*) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the state of Ohio and the Department of Administrative Services and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

3. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Four. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Attachment Four).
4. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes Offeror Profile Summary Form as Attachment Five A which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

5. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. These references must relate to work that was completed within the past five (5) years. This RFP includes an Offeror Reference Form as Attachment Six. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal.

The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

The description of the related service shows the Offeror's experience, capability, and capacity to develop this Project's deliverables and/or to achieve this Project's milestones. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the committee.

- a. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an

alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.

- b. **Project Name.** The name of the project where the mandatory experience was obtained and/or service was provided.
- c. **Dates of Experience.** Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- d. **Description of the Related Service Provided.** The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification.
- e. **Description of how the related service shows the Offeror's experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.**
- f. **The Offeror's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.**

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

6. **Staffing Plan.** The Offeror must provide a staffing plan that responds to the personnel and staffing elements of the Work Requirements (Attachment One, Part One Work Requirements Section I. E.) The State is seeking a staffing plan that includes an organization plan for the total food service operations inclusive of a staffing plan for each institution.
7. **Personnel Profile Summary.** This RFP includes Offeror's Candidate Forms as Attachments Five A, B and C. The Offeror may use these forms for candidates proposed to meet the requirements referenced in Attachment One, Part One Work Requirements Section I. E.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team.

8. **Work Plan.** Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the project as described in Attachment One Part One Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plans).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

9. **Support Requirements.** The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
 - a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
 - b. Assistance from State staff and the experience/qualification level required; and
 - c. Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

10. **Conflict of Interest Statement.** Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

11. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.
12. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions, Attachment Three, Part Two. The policy may be written on an occurrence or claims made basis.
13. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
14. Contract Performance. The Offeror must complete Attachment Eight, Offeror Performance Form.
15. W-9 Form and Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>
16. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

17. Prohibiting the Expenditure of Public Funds on Offshore Services. The Offeror must complete the Contractor/Subcontractor Affirmation and Disclosure form (Attachment Nine) to abide with Executive Order 2011-12K issued by the Governor of Ohio, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States.

During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without express written authorization of the Department of Administrative Services.

18. Cost Summary Form. The Cost Summary Form (Attachment Ten) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price, for a not-to-exceed fiscal year cost. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from DAS, OPS.

NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Part Three). This information should not be included in the Technical Proposal.

The State shall not be liable for any costs the Offeror does not identify in its Proposal.

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

STATEMENT OF WORK. The RFP and the Offeror's Proposal (collectively referred to as the "RFP") are a part of this Contract and describe the Work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project. The Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

TERM. Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. The current General Assembly cannot commit a future General Assembly to expenditure. Therefore, this Contract will automatically expire at the end of each biennium. The State however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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.

ECONOMIC PRICE ADJUSTMENT. The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. 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 adjustment, 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 adjusted costs 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. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

COMPENSATION. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within fifteen (15) business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor will send all invoices under this Contract to the "bill to" address in the RFP or in the applicable purchase order.

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the Agency Project Representative and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the State until the matter is resolved.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

REIMBURSABLE EXPENSES. The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Revised Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Project Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

CERTIFICATION OF FUNDS. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

1. All statutory provisions under ORC Section 126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio.

If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

EMPLOYMENT TAXES. Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

SALES, USE, EXCISE, AND PROPERTY TAXES. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project; such will be the sole and exclusive responsibility of the Contractor. The Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS. DAS requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

ELECTRONIC COMMERCE PROGRAM. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The contractor is encouraged to move toward compliance with electronic commerce technologies as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at <http://obm.ohio.gov/sectionpages/electroniccommerce/> for additional information regarding E-Commerce.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART TWO: WORK & CONTRACT ADMINISTRATION

RELATED CONTRACTS. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State such that the Project duplicates the work done or to be done under the other contracts.

PROHIBITING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES.

The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

SUBCONTRACTING. The Contractor may not enter into subcontracts for the Work after award without written approval from the State. The Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.

RECORD KEEPING. The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. The Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Project Account.

AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

INSURANCE. The Contractor shall provide the following insurance coverage at its own expense throughout the term of this Contract:

- a. Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor shall also maintain employer's liability insurance with at least a \$1,000,000 limit.
- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the state of Ohio as an additional insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

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

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

- c. Commercial Automobile Liability insurance with a combined single limit of \$500,000.

Certificates for Worker's Compensation and proof of insurance must be provided. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

REPLACEMENT PERSONNEL. If the Offeror's Proposal contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the State except as provided below.

The Contractor may remove a person listed in its Proposal from the Project if doing so is necessary for legal or disciplinary reasons. The Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in its Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two (2) qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines will provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection may be deemed a termination for convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual working on the Project if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people in the Proposal.

CONTRACT NON-COMPLIANCE. A primary goal of the Agency is to assure that the program receives high quality services from the Contractor. To this end, the Agency will work in partnership with the Contractor(s) to meet this goal. The partnership is defined by the Contract and it is important that communication between the Contractor and state agencies be open and supportive. Should contract non-compliance be an issue, the Agency shall make every effort to resolve the problem.

1. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in the Contract may result in the imposition of remedies as explained below in paragraph 2.

The Agency must be promptly notified of any procedural changes outside the technical requirements listed herein.

2. Resolution for Contract Non-Compliance. The Agency will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract.
 - a. For any infractions not immediately remedied by the Contractor, the Agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction.
 - b. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

SUSPENSION AND TERMINATION. The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The State will have the option of suspending rather than terminating the Project where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day period, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

CONTRACT REMEDIES.

1. **Actual Damages.** Contractor is liable to the state of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.
3. **Specified Liquidated Damages.** In lieu of termination, the State may assess specified liquidated damages for certain breaches described in Attachment Sixteen, where the State believes that doing so best serves the State's interests. The parties agree that the State may assess such liquidated damages because of the complicated nature of the Contractor's obligations and the difficulty of designating specifically a monetary amount for those breaches associated with those obligations.

The specified liquidated damages assessed pursuant to this section do not include:

- a Any injury or damage sustained by a third-party and any amounts owed by the contractor pursuant to the indemnity provision of this Contract.
- b If the State owns the Institution and real estate; any damages to the Institution or real estate resulting from the Contractor's actions.

- c The State may choose to discontinue assessing specified liquidated damage amounts, and subsequently choose to seek other remedies available under this Contract or at law or at equity.
4. Deduction of Damages from Contract Price. The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the State.

ADJUSTMENT OF INVOICE FOR STAFF VACANCY. In addition to the remedies above, the Agency may deduct from an invoice the Contractor's cost of any vacant position. For purposes of this paragraph, "vacant position" means any actual vacancy in a staff position in the Institution engaged in the delivery or support of the food service operation described in the Proposal. "Vacant position" also includes a staff position that is filled with a person who does not possess the training, licensure, or credentials required to perform the function. "Vacant position" does not include a vacancy in a position on the Contractor's table of organization if the Contractor arranges for the service to be provided by another appropriately qualified individual, so long as the service is actually provided on the shift or during the hours and in the manner contemplated by the Contract.

The Agency expects the Contractor to maintain the numbers and positions of its employees as it is described in its Proposal. In that event that any employee of the Contractor is separated, terminated, resigns, takes leave or is otherwise away from the Institution for more than thirty days, regardless of the reason, the Agency expects the Contractor to replace the absent employee. If the Contractor utilizes another employee assigned to another position to perform the duties of the absent employee for more than thirty days, the Contractor may be subject to liquidated damages for its failure to fill the vacancy. Such liquidated damages may be imposed without the need of written notice, given the self-evident nature of the vacancy. The Contractor shall provide documentation of its services in such a manner as to facilitate verification of its provision of services.

The adjustment shall not be considered a form of liquidated damages, but is a withholding of payment for a service not provided. After thirty days, a "vacant position" may also be subject to an assessment of liquidated damages without the necessity of written notice.

REPRESENTATIVES. The State's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Project.

WORK RESPONSIBILITIES. The State will be responsible for providing only those things expressly identified, if any, in the RFP. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Agency Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Agency Project Representative any issues, recommendations, and decisions related to the Project.

If the Project, or parts of it, requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or Federal agency for the Project and maintaining them throughout the duration of this Contract.

CHANGES. The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change

Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

EXCUSABLE DELAY. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.

INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) Was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) Is independently developed by the Contractor; (3) Is or becomes publicly available without breach of this Contract; (4) Is rightfully received by the Contractor from a third party without an obligation of confidence; (5) Is disclosed by the Contractor with the written consent of the State; or (6) Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) Notifies the State of such order immediately upon receipt of the order and (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

HANDLING OF THE STATE'S DATA. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

1. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession.

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

LICENSE IN COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP or as an attachment referenced in the RFP, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State secrets. Otherwise, the State will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.
5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.

6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

The warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things: (1) Modify the Deliverable so that it is no longer infringing; (2) Replace the Deliverable with an equivalent or better item; (3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) Remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was

written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor's will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

GENERAL EXCLUSION OF WARRANTIES. The State makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the contractor's work will meet the stated purpose for that work.

INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract.
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

LIMITATION OF LIABILITY. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FIVE: ACCEPTANCE AND MAINTENANCE

STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Project Representative will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Project.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: CONSTRUCTION

ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

BINDING EFFECT. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

AMENDMENTS – WAIVER. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. 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 provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

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 to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

CONTINUING OBLIGATIONS. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SEVEN: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

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 the Contractor 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 or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. 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 State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

OHIO ETHICS AND ELECTIONS LAW.

1. Ethics Law

All Contractors who are actively doing business with the state of Ohio or who are seeking to do business with the state of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

2. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

ASSIGNMENT. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.

GOVERNING LAW. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

ATTACHMENT FOUR
CONTRACT

This Contract, which results from RFP CSP901414, entitled –Operation and Management of Food Service is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the —Ohio Department of Rehabilitation and Correction and Ohio Department of Youth Services (the "State") and

(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFP. 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 RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of September 8, 2013 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

_____ (Contractor)	<u>Department of Administrative Services</u> _____ (State of Ohio Agency)
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	<u>Robert Blair</u> _____ (Printed Name)
_____ (Title)	<u>Director, Department of Administrative Services</u> _____ (Title)
_____ (Date)	_____ (Date)

ATTACHMENT FIVE A
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT FIVE B
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT FIVE C
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT FIVE D
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT SIX
OFFEROR REFERENCES

Three (3) professional references who have received services from the Offeror in the past five (5) years

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Offeror's role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Offeror's role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Offeror's role in this project.			

ATTACHMENT SEVEN A
OFFEROR'S CANDIDATE REFERENCES

Candidate's Name: _____

Candidate's Proposed Position: _____

Three (3) professional references who have received services from the candidate in the past three (3) years

Company Name:		Contact Name:	
Address:		Phone Number: E-mail:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.			
Company Name:		Contact Name:	
Address:		Phone Number: E-mail:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.			
Company Name:		Contact Name:	
Address:		Phone Number: E-mail:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.			

ATTACHMENT SEVEN B
OFFEROR'S CANDIDATE INFORMATION
EDUCATION AND TRAINING

Candidate's Name: _____

Education and Training: This section must be completed to list the education and training of the proposed candidate.

Name and Address	Months/Years	Degree/Major
College		
Technical School		
Licenses		
Certifications		

ATTACHMENT SEVEN C
OFFEROR'S CANDIDATE EXPERIENCE REQUIREMENT

Candidate's Name: _____

Candidate's Proposed Position: _____

Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			

ATTACHMENT EIGHT
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror 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 Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Has trading in the stock of the company ever been suspended? If so provide the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror 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 Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

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

ATTACHMENT NINE
CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

ATTACHMENT TEN
DRC COST SUMMARY FORM – PART 1
PRICING WITH BRUNCH MEAL ON MASTER MENU

Title: Operation and Management of Food Service RFP Number: CSP901414

The rates proposed shall include the Contractor furnishing the necessary personnel, labor, equipment, services, materials, permits, licenses and insurance, and otherwise doing all things necessary for or incidental to the delivery of food services in full accordance with this RFP. The rates proposed must be inclusive of ALL institutions. Awards will be based on unit price.

ITEM 1 – PRICE PER MEAL BASED ON MEALS SERVED (WITH 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	Rate per Meal Served (Unit Price)				
2	Total Daily Rate per person (Item 1 x 3 meals rate)				
3	Estimated Daily Cost (Item 2 x 49,629 census)				
4	Estimated Annual Cost (Item 3 x 365 days)				
Average number of inmates served daily – 49,629					
Payment will be made only for actual meals served					

ITEM 2 – PER DIEM BASED ON MIDNIGHT CENSUS COUNT (WITH 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
5	Per Diem Daily Rate per Inmate for 3 Meals (Unit Price)				
6	Total Daily Per Diem Rate for all Inmates (Estimated) (Item 5 x 49,629 census)				
7	Estimated Annual Cost (Item 6 x 365 days)				
Total Average Daily Population as of January 2013 – 49,629					
Payment will be made based on actual Midnight Census Count. Midnight Census Count determined as per Attachment One: Work Requirements and Special Provisions, I. Scope of Work, Section Z. Daily Inmate and Juvenile Count/Meal Counts					

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.

ATTACHMENT TEN
DRC COST SUMMARY FORM – PART 2
PRICING WITHOUT BRUNCH MEAL ON MASTER MENU

Title: Operation and Management of Food Service RFP Number: CSP901414

The rates proposed shall include the Contractor furnishing the necessary personnel, labor, equipment, services, materials, permits, licenses and insurance, and otherwise doing all things necessary for or incidental to the delivery of food services in full accordance with this RFP. The rates proposed must be inclusive of ALL institutions. Awards will be based on unit price.

ITEM 1 – PRICE PER MEAL BASED ON MEALS SERVED (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	Rate per Meal Served (Unit Price)				
2	Total Daily Rate per person (Item 1 x 3 meals rate)				
3	Estimated Daily Cost (Item 2 x 49,629 census)				
4	Estimated Annual Cost (Item 3 x 365 days)				
Average number of inmates served daily – 49,629					
Payment will be made only for actual meals served					

ITEM 2 – 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
5	Per Diem Rate per Inmate for 3 Meals (Unit Price)				
6	Total Daily Per Diem Rate for all Inmates (Estimated) (Item 5 x 49,629 census)				
7	Estimated Annual Cost (Item 6 x 365 days)				
Total Average Daily Population as of January 2013 – 49,629					
Payment will be made based on actual Midnight Census Count. Midnight Census Count determined as per Attachment One: Work Requirements and Special Provisions, I. Scope of Work, Section Z. Daily Inmate and Juvenile Count/Meal Counts.					

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.

ATTACHMENT TEN
DYS COST SUMMARY FORM – PART 3

Title: Operation and Management of Food Service RFP Number: CSP901414

The rates proposed shall include the Contractor furnishing the necessary personnel, labor, equipment, services, materials, permits, licenses and insurance, and otherwise doing all things necessary for or incidental to the delivery of food services in full accordance with this RFP. The rates proposed must be inclusive of ALL institutions. Awards will be based on unit price.

ITEM 1- INCLUDES BOTH PRICE PER MEAL AND EVENING SNACK SERVED

(a) PRICE PER MEAL BASED ON MEALS SERVED		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	Rate per Meal Served (Unit Price)				
2	Total Daily Rate (Item 1 x 3 meals rate)				
3	Estimated Daily Cost (Item 2 x 464 census)				
4	Estimated Annual Cost (Item 3 x 365 days)				
(b) PRICE PER EVENING SNACK BASED ON SNACK SERVED					
5	Rate per Evening Snack Served (Unit Price)				
6	Total Daily Rate (Item 5 x 1 Snack rate)				
7	Estimated Daily Cost (Item 6 x 464 census)				
8	Estimated Annual Cost (Item 7 x 365 days)				
9	Estimated Total Annual Cost (Item 4 + Item 8)				
Total Average Daily Population as of January 2013 – 464					
Payment will be made only for actual meals and snacks served					

ITEM 2 – PER DIEM BASED ON MIDNIGHT CENSUS COUNT

		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 Juvenile for 3 Meals and evening snack (Unit Price)				
2	Total Daily Per Diem Rate for all Juveniles (Estimated) (item 1 x 464 Census)				
3	Estimated Annual Cost (Item 2 x 365 days)				
Total Average Daily Population as of January 2013 – 464					
Payment will be made based on actual Midnight Census Count. Midnight Census Count determined as per Attachment One: Work Requirements and Special Provisions, I. Scope of Work, Section Z. Daily Inmate and Juvenile Count/Meal Counts.					

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.

**ATTACHMENT ELEVEN
INSTITUTION SITE VISIT SCHEDULE**

Institution	Address	Date	Time
Northeast Pre-Release Center	2675 East 30th Street Cleveland, OH 44115	March 6, 2013	9:00 AM
Cuyahoga Hills Juvenile Correctional Facility	4321 Green Rd. Highland Hills, OH 44128	March 6, 2013	1:30 PM
Grafton Correctional Institution	2500 South Avon Beldon Rd Grafton, OH 44044	March 7, 2013	9:00 AM
Lorain Correctional Institution	2075 South Avon-Belden Rd Grafton, OH 44044	March 7, 2013	1:30 PM
Ohio State Penitentiary	878 Coitsville-Hubbard Rd Youngstown, OH 44505	March 11, 2013	9:00 AM
Trumbull Correctional Institution	5701 Burnett Road Leavittsburg, OH 44430	March 11, 2013	1:30 PM
Belmont Correctional Institution	68518 Bannock Rd, S.R. 331 St. Clairsville, OH 43950	March 12, 2013	9:00 AM
Noble Correctional Institution	15708 McConnellsville Rd Caldwell, OH 43724	March 12, 2013	1:30 PM
Richland Correctional Institution	1001 Olivesburg Rd Mansfield, OH 44905	March 13, 2013	9:00 AM
Mansfield Correctional Institution	1150 North Main Street Mansfield, OH 44901	March 13, 2013	1:30 PM
Scioto Juvenile Correctional Facility	5993 Home Rd. Delaware, OH 43015	March 14, 2013	9:00 AM
Marion Correctional Institution	940 Marion-Williamsport Rd Marion, OH 43302	March 14, 2013	1:30 PM
Indian River Juvenile Correctional Facility	2775 Indian River Rd. Massillon, OH 44646	March 15, 2013	1:30 PM
Toledo Correctional Institution	2001 East Central Avenue Toledo, OH 43608	March 18, 2013	9:00 AM
Allen Oakwood Correctional Facility	2338 North West Street Lima, OH 45801	March 19, 2013	9:00 AM
London Correctional Institution	1580 St Rt 56, SW London, OH 43140	March 20, 2013	9:00 AM
Madison Correctional Institution	1851 St Rt 56 London, OH 43140	March 20, 2013	1:30 PM
Franklin Medical Center	1990 Harmon Avenue Columbus, OH 43223	March 21, 2013	9:00 AM
Circleville Juvenile Correctional Facility	P.O. Box 598 Circleville, OH 43113	March 21, 2013	1:30 PM
Ohio Reformatory for Woman	1479 Collins Avenue Maryville, OH 43040	March 25, 2013	9:00 AM
Correction Reception Center	11271 St. Rt. 762 Orient, OH 43146	March 26, 2013	9:00 AM
Pickaway Correctional Institution	11781 St Rt 762 Orient, OH 43146	March 26, 2013	1:30 PM
Southeastern Correctional Institution	5900 B.I.S. Rd Lancaster, OH 43130	March 27, 2013	9:00 AM
Hocking Correctional Facility	16759 Snake Hollow Road Nelsonville, OH 45764	March 27, 2013	1:30 PM
Ross Correctional Institution	16149 St Rt 104 Chillicothe, OH 45601	March 28, 2013	9:00 AM
Chillicothe Correctional Institution	15802 St. Rt. 104 North Chillicothe, OH 45601	March 28, 2013	1:30 PM
Southern Ohio Correctional Facility	1724 St Rt 728 Lucasville, OH 45699	March 29, 2013	9:00 AM
Lebanon Correctional Institution	3791 St Rt 63 Lebanon, OH 45036	April 1, 2013	9:00 AM
Warren Correctional Institution	5787 St Rt 63 Lebanon, OH 54036	April 1, 2013	1:30 PM
Dayton Correctional Institution	4104 Germantown Street Dayton, OH 45417	April 2, 2013	9:00 AM

ATTACHMENT TWELVE
INSTITUTION LOCATIONS

DRC Institutions:

Institution	Address	Date Institution Opened
Allen Oakwood Correctional Facility	2338 North West Street Lima, OH 45801	1994
Belmont Correctional Institution	68518 Bannock Rd, S.R. 331 St. Clairsville, OH 43950	1995
Chillicothe Correctional Institution	15802 St. Rt. 104 North Chillicothe, OH 45601	1966
Correction Reception Center	11271 St. Rt. 762 Orient, OH 43146	1987
Dayton Correctional Institution	4104 Germantown Street Dayton, OH 45417	1987
Franklin Medical Center	1990 Harmon Avenue Columbus, OH 43223	1993
Grafton Correctional Institution	2500 South Avon Beldon Rd Grafton, OH 44044	1988
Hocking Correctional Facility	16759 Snake Hollow Road Nelsonville, OH 45764	1983
Lebanon Correctional Institution	3791 St Rt 63 Lebanon, OH 45036	1960
London Correctional Institution	1580 St Rt 56, SW London, OH 43140	1924
Lorain Correctional Institution	2075 South Avon-Belden Rd Grafton, OH 44044	1990
Madison Correctional Institution	1851 St Rt 56 London, OH 43140	1987
Mansfield Correctional Institution	1150 North Main Street Mansfield, OH 44901	1990
Marion Correctional Institution	940 Marion-Williamsport Rd Marion, OH 43302	1954
Noble Correctional Institution	15708 McConnellsville Rd Caldwell, OH 43724	1996
Northeast Pre-Release Center	2675 East 30 th Street Cleveland, OH 44115	1988
Ohio Reformatory for Woman	1479 Collins Avenue Maryville, OH 43040	1916
Ohio State Penitentiary	878 Coitsville-Hubbard Rd Youngstown, OH 44505	1998
Pickaway Correctional Institution	11781 St Rt 762 Orient, OH 43146	1984
Richland Correctional Institution	1001 Olivesburg Rd Mansfield, OH 44905	1998

Institution	Address	Date Institution Opened
Ross Correctional Institution	16149 St Rt 104 Chillicothe, OH 45601	1987
Southeastern Correctional Institution	5900 B.I.S. Rd Lancaster, OH 43130	1980
Southern Ohio Correctional Facility	1724 St Rt 728 Lucasville, OH 45699	1972
Toledo Correctional Institution	2001 East Central Avenue Toledo, OH 43608	2000
Trumbull Correctional Institution	5701 Burnett Road Leavittsburg, OH 44430	1992
Warren Correctional Institution	5787 St Rt 63 Lebanon, OH 54036	1989

DYS Institutions:

Institution	Address	Date Institution Opened
Circleville Juvenile Correctional Facility	P.O. Box 598 Circleville, OH 43113	1993
Cuyahoga Hills Juvenile Correctional Facility	4321 Green Rd. Highland Hills, OH 44128	1969
Indian River Juvenile Correctional Facility	2775 Indian River Rd. Massillon, OH 44646	1973
Scioto Juvenile Correctional Facility	5993 Home Rd. Delaware, OH 43015	1993

ATTACHMENT THIRTEEN
INSTITUTION DEMOGRAPHICS

Institution	Inmate Population As of 1/7/13	Security Level 1 Inmates	Security Level 2 Inmates	Security Level 3, 4, 5 Inmates	Other Information
Allen Oakwood Correctional Facility	1553	609	817	126	PC and RTU
Belmont Correctional Institution	2684	1017	1648	18	Camp
Chillicothe Correctional Institution	2669	640	1886	12	Death Row
Correction Reception Center	1784	244	282	1137	Reception and RTU
Dayton Correctional Institution	855	0	0	0	
Franklin Medical Center	492	339	40	20	
Grafton Correctional Institution	1933	1159	771	3	Camp and RTU
Hocking Correctional Facility	434	178	255	1	
Lebanon Correctional Institution	2576	183	111	2282	Camp
London Correctional Institution	2265	892	1363	10	
Lorain Correctional Institution	1567	109	190	1268	Reception
Madison Correctional Institution	2329	1313	950	66	Youth
Mansfield Correctional Institution	2488	393	78	2017	Camp
Marion Correctional Institution	2565	643	1918	4	Camp
Allen Oakwood Correctional Facility	1553	609	817	126	PC and RTU
Belmont Correctional Institution	2684	1017	1648	18	Camp
Chillicothe Correctional Institution	2669	640	1886	12	Death Row
Correction Reception Center	1784	244	282	1137	Reception and RTU
Dayton Correctional Institution	855	0	0	0	

Institution	Inmate Population As of 1/7/13	Security Level 1 Inmates	Security Level 2 Inmates	Security Level 3, 4, 5 Inmates	Other Information
Franklin Medical Center	492	339	40	20	
Grafton Correctional Institution	1933	1159	771	3	Camp and RTU
Hocking Correctional Facility	434	178	255	1	
Lebanon Correctional Institution	2576	183	111	2282	Camp
London Correctional Institution	2265	892	1363	10	
Lorain Correctional Institution	1567	109	190	1268	Reception
Madison Correctional Institution	2329	1313	950	66	Youth
Mansfield Correctional Institution	2488	393	78	2017	Camp
Marion Correctional Institution	2565	643	1918	4	Camp
Noble Correctional Institution	2473	545	1909	17	
Northeast Pre-Release Center	552	0	0	0	
Ohio Reformatory for Woman	2324	0	0	0	Death Row, PC, RTU and Reception
Ohio State Penitentiary	471	0	0	465	Death Row
Pickaway Correctional Institution	2073	1081	953	39	
Richland Correctional Institution	2519	1914	585	17	
Ross Correctional Institution	2046	0	35	2011	
Southeastern Correctional Institution	1571	610	960	1	
Southern Ohio Correctional Facility	1353	0	0	1353	RTU
Toledo Correctional Institution	1259	0	123	1136	
Trumbull Correctional Institution	1057	0	54	1003	
Warren Correctional Institution	1402	0	56	1346	RTU

DRC Security Level Descriptions:

- 1 = Minimum Security
- 2 = Medium Security
- 3 = Close Security
- 4 = Maximum Security
- 5 = Administrative Maximum

PC = Protective Custody

RTU = Residential Treatment Unit

Institution	Juvenile Population As of 1/31/13	Gender	Security Level	Other Information
Circleville Juvenile Correctional Facility	114	Male	Close and Medium	
Cuyahoga Hills Correctional Facility	160	Male	Minimum and Medium	
Indian River Juvenile Correctional Facility	136	Male	All	
Scioto Juvenile Correctional Facility	53	Male and Female	All	Reception and convalescent care and Specialize programming units

DYS Security Level Descriptions:

- Close Security Level – Highest degree of custody with the lowest degree of liberty
- Medium Security Level – An increased degree of custody and a decreased degree of liberty
- Minimum Security Level – Lowest degree of custody with a greater degree of liberty

ATTACHMENT FOURTEEN
AGENCY POLICIES, PROTOCOLS AND GUIDELINES

DRC Policies, Protocols and Guidelines

DRC policies can be reviewed and printed at: http://www.drc.ohio.gov/web/drc_policies/drc_policies.htm

DRC Policy 10-SAF-08 – Facility Sanitation and Inspection Practices	DRC Policy 31-SEM-03 – Drug Free Workplace
DRC Policy 34-PRO-07 – Background Investigations	DRC Policy 39-TRN-12 – Contractor Orientation
DRC Policy 60-FSM-01 – Vegetarian Diets	DRC Policy 60-FSM-02 – Food Service Operations
DRC Policy 60-FSM-03 – Department Food Products	DRC Policy 60-FSM-05 – Alternate Meal Service
DRC Policy 60-FSM-06 – Safety and Health Protection for Staff/Inmate Food Service Workers	DRC Policy 68-MED-10 – Therapeutic Diets
DRC Policy 72-REL-01 Institutional Religious Services	
DRC Nutrition/Dietetics Protocol D-4 – Guidelines for Evaluation of Food Allergies	DRC Nutrition/Dietetics Protocol D-5 – Diet Formulary Protocol
DRC Nutrition/Dietetics Protocol D-6 – Nutritional Assessment and Care	Administrative Rule, Food Service Manual and Production Guidelines http://www.drc.ohio.gov/web/administrative_rules/admin_rules.htm
DRC Administrative Rule 5120-9-31 – The inmate grievance procedure	
DRC Correctional Food Service Manual	
DRC Production Guidelines	

AGENCY POLICIES, PROTOCOLS AND GUIDELINES

DYS Policies, Standard Operating Procedures (SOP) and Forms

DYS policies can be reviewed and printed via the links below:

DYS SOP 103.03.04	Pre-Employment Background Investigations
DYS SOP 103.03.04.A	Consent for Background Check
DYS SOP 104.01.04	Training for Non-Fulltime Non-Permanent Employees
DYS POLICY 304.03	Youth Grievance Process
DYS POLICY 304.03.C	Youth Grievance Form
DYS POLICY 401.01	Food Service
DYS POLICY 401.02	Food Service Management
DYS SOP 401.02.01	Institutional Food Service Managers
DYS SOP 401.02.01.A	Dietary Check Sheet for Shift Leaders/Supervisors
DYS SOP 401.02.02	Budgeting & Purchasing
DYS SOP 401.02.02.A	Central Warehouse Requisition Worksheet
DYS SOP 401.02.02.B	Analysis of Food Inventory
DYS SOP 401.02.02.C	Storeroom Reconciliation
DYS SOP 401.02.02.D	Ingredient Room Reconciliation
DYS SOP 401.02.02.E	Receiving Log Form
DYS SOP 401.02.03	Responsiveness to Juvenile Eating Preferences
DYS SOP 401.02.03.A	Institutional Food Survey
DYS SOP 401.02.03.B	Plate Waste Study Form
DYS SOP 401.02.04	Food Receiving and Storage
DYS SOP 401.02.04.A	Storage of Food Form
DYS SOP 401.02.05	Records of Meals Served
DYS SOP 401.02.05.A	Point of Service Count
DYS SOP 401.02.06	Meal Service
DYS SOP 401.02.06.A	As Served Menu Report Form
DYS SOP 401.02.07	Supervision of Meal Service
DYS SOP 401.02.08	National School Lunch Act (NSLA) Reporting
DYS SOP 401.02.08.A	Daily Food Cost Form
DYS SOP 401.02.08.B	Breakfast Meal Recap Form
DYS SOP 401.02.08.C	Lunch Meal Recap Form
DYS SOP 401.02.08.D	Dinner Meal Recap Form
DYS SOP 401.02.08.E	Snack Supplement Recap Form
DYS SOP 401.02.08.F	Total Recap Form
DYS SOP 401.02.08.G	CN-18 Breakfast, Lunch, Special Milk Programs Food Service Daily Worksheet for Residential Institutions Form
DYS SOP 401.02.08.H	Monthly Food Cost Recap Form
DYS SOP 401.02.08.I	Monthly Food Service Cost Reporting Worksheet for Residential Institutions Form
	NSLA Monthly Report Checklist
DYS SOP 401.02.08.K	Monthly Food Cost Narrative Form
DYS POLICY 401.03	Dietary Allowances and Menu Planning
DYS SOP 401.03.01	Food Preparation and Transporting

DYS SOP 401.03.01.A	Quarterly Menu Evaluation Form
DYS SOP 401.03.01.B	Food Preparation Log Form
DYS SOP 401.03.01.C	Food Holding Temperature Log
DYS SOP 401.03.01.D	Food Cooling Temperature Log
DYS SOP 401.03.01.E	Food Cooking and Reheating Temperature Log
DYS SOP 401.03.01.F	Food Transporting Temperature Log
DYS SOP 401.03.01.G	Food Thermometer Calibration Log
DYS SOP 401.03.02	Therapeutic, Religious and Mental Health Diets
DYS SOP 401.03.02.A	Special Diet Order Form
DYS SOP 401.03.02.B	As Served Special Diet Form
DYS SOP 401.03.02.C	Therapeutic Diet Form
DYS SOP 401.03.03	Emergency Meals and Pandemic Event Menu Plan
DYS SOP 401.03.03.A	Pandemic Plan - Emergency Menu - Sack Meals
DYS SOP 401.03.03.B	Pandemic Plan - Emergency Menu - Hot Lunch
DYS SOP 401.03.03.C	Pandemic Plan - Emergency Menu - Snacks
DYS SOP 401.03.03.D	Pandemic Plan - Emergency Menu - Diabetic Snacks
DYS POLICY 401.04	Dietary Health, Safety and Inspections
DYS SOP 401.04.01	Health Laws and Regulations Compliance
DYS SOP 401.04.01.A	Weekly Food Safety Checklist Form
DYS SOP 401.04.02	Freezer, Cooler, Dry Storage & Final Rinse Temperature Monitoring
DYS SOP 401.04.02.A	Freezer Temperature Checklist
DYS SOP 401.04.02.B	Cooler Temperature Checklist
DYS SOP 401.04.02.C	Dry Storage Temperature Checklist
DYS SOP 401.04.02.D	Final Rinse Temperature Checklist
DYS SOP 401.04.02.E	Daily Sanitizer Checklist Form
DYS SOP 401.04.03	Personal Hygiene and Cleanliness
DYS SOP 401.04.03.A	Personal Hygiene Checklist
DYS Food Service Orientation Manual	
DYS Master Cycle Menu Instructions	
Ohio Dept. of Educ. Civil Rights Training for NSLP	
Ohio Dept. of Educ. Civil Rights Training for NSLP Form	
Ohio Dept. of Educ. NSLP After School Care Snack Program Evaluation	
Ohio Dept. of Educ. After School Care Snack Program (NSLP) Sponsor's On-Site Self-Monitoring and Evaluation Form	
Ohio Dept. of Educ. On-Site Accountability Review Form	
Guidance for Residential Child Care Instructions (RCCI) in the School Meal Programs	
Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs- Jan 2012	

ATTACHMENT FIFTEEN
DIET SUMMARY REPORTS FOR DECEMBER 2012

The DRC December 2012 Diet Summary Reports for each institution are provided below.

[DRC Diet Summary Reports](#)

The DYS December 2012 Diet Summary Reports for each institution are provided below.

[DYS Diet Summary Report](#)

ATTACHMENT SIXTEEN: SPECIFIED LIQUIDATED DAMAGES SCHEDULE

Liquidated damages for each occurrence will be calculated in accordance with the following formula:

$$V \times B \times \$75.00 \text{ per day where}$$

V = Relative Value of Service Area
B = Relative Value of the Breach

Services Area Inmate and Juvenile Food Service
Value = 2

Contract Breach	B
Failure to Staff	4
Failure of Staff	4
Failure to Document	1
Failure to Report	1
Failure to Comply with Other Applicable Standards	4

Failure to Staff – means the Contractor has failed to staff the area in question in accordance with the Staffing Plan or failed to hire within the required time frames, thereby having a position vacancy for longer than permitted under the Contract.

Failure of Staff – means the staff of the Contractor assigned to the area has not performed the duties as required by the Contract.

Failure to Document – means the Contractor has failed to complete or failed to accurately complete the required reports, logs, files or other required written, audio and video documentation.

Failure to Report – means the Contractor has failed to submit required reports; failure to report incidents or other information to the Agencies as required by the Contract.

Failure to Comply with Other Applicable Standards – means the Contractor has failed to comply with any Federal, State or local law and ordinances, Court Orders, ACA Standards, National Commission on Correctional Health Care (NCCHC) Standards (if applicable), ODRC/ODYS Policy Directives and Operating Procedures, ODRC/ODYS Director's Office Memorandum, state of Ohio Administrative Rules, ODRC/ODYS Chronic Care Guidelines, ODRC/ODYS Transport Policy, and/or Correctional Mental Health Program Admission/Discharge Criteria and Guidelines.

SCHEDULE ADJUSTMENT. The \$75.00 per day basis value in this attachment is firm through the initial term of the Contract. Thereafter, as part of Contract renewal, the State reserves the right to adjust this basis value.

ADDITIONAL SPECIFIED LIQUIDATED DAMAGES

1. American Correctional Association (ACA) Accreditation

In order to maintain accreditation with the American Correctional Association, each operational area within each institution must be in compliance with ACA standards. Even where only a single operational area within an institution is found non-compliant with ACA standards, the entire institution will lose its accreditation. Therefore, in the event an institution fails to maintain ACA accreditation due to the non-compliance of food services operation, liquidated damages in the amount of \$50,000.00 will be assessed against the Contractor(s). Full compliance with ACA standards and re-obtainment of accreditation must be reestablished as soon as possible. Liquidated damages shall be assessed per institution and per incident of loss of accreditation.

2. Master Menu Substitution

When unapproved menu substitutions continue after warning from the Agency as set forth in Attachment One, Part One the State may assess specified liquidated damages in the amount of \$250.00 per incident .

ATTACHMENT SEVENTEEN: AGENCY CYCLE MENUS

The DRC Cycle Menus for men and women are provided below.

[Menus with Brunch](#)
[Menu without Brunch](#)

The DYS Cycle Menus for Boys and for Girls are provided below.

[Menus for Boys](#)
[Menus for Girls](#)
[DYS Master Cycle Menu Instructions](#)

