REQUEST FOR PROPOSALS

RFP NUMBER: CSP900122
INDEX NUMBER: DRC126
UNSPSC CATEGORY: 90101700, 90101701, and 90101802

THIS SOLICITATION CONTAINS AN EMBEDDED MINORITY SET-ASIDE COMPONENT

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

OPERATION AND MANAGEMENT OF FOOD SERVICE

RFP ISSUED: June 29, 2020
INQUIRY PERIOD BEGINS: June 29, 2020
MANDATORY PRE-PROPOSAL CONFERENCE: July 09, 2020
MANDATORY PRE-PROPOSAL SITE VISITS: July 13, 2020 to July 17, 2020
(Refer to Page 74 for Locations and Times)
INQUIRY PERIOD ENDS: August 21, 2020 at 8:00 a.m.
PROPOSAL DUE DATE: September 4, 2020 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 seventeen (17) attachments, totaling 83 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), is soliciting competitive sealed proposals (Proposals) for Operation and Management of Food Service 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 (also referred to as the Contractor) perform all or part of 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 through June 30, 2025. 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. The cumulative time of all mutual renewals may not exceed three (3) two-year periods for a total of six 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 DRC with the operation and management of food service for twenty-five (25) DRC State-operated institutions. The average daily population of all DRC institutions combined is 44,600.

DRC is the adult correction 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 47,183 inmates incarcerated in twenty-eight (28) correctional institutions (three of the institutions are privately operated).

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 will be provided or approved by DRC. DRC provides an estimated 134,000 meals daily. The process of meal preparation is repeated three times per day Monday through Friday. A brunch meal and dinner meal are 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 2500-2600 calories for men and 2250-2350 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.

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 operation and management of food service in all twenty-five (25) State-operated DRC institutions. DRC believes that the success of their food service operation is directly dependent on the Contractor selected to manage the operation. The agency believes 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 twenty-five (25) of the institutions. By these efforts, DRC desires 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. The State reserves the right to add or subtract institutions with sixty (60) days’ notice to the Contractor.

MINORITY BUSINESS ENTERPRISE PROGRAM. The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This RFP contains a sheltered solicitation requirement which encourages Offeror to seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division website at:

http://das.ohio.gov/Divisions/Equal-Opportunity

To search for Ohio certified MBE businesses, utilize the following search routine published on the DAS Equal Opportunity Division website:

1. Select “Locate MBE Certified Providers” as the EOD Search Area selection;
2. Select “MBE Certified Providers” link;
3. On the subsequent screen select “All Procurement Types” as a search criterion;
4. Select “Search”; and
5. A list of Ohio MBE Certified Service Providers will be displayed.

In seeking solicitations from Ohio certified MBE businesses, the Offeror must:

1. Utilize a competitive process to which only Ohio certified MBEs may respond;
2. Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Project requirements; and,
3. Require the Ohio certified MBE maintain a valid certification throughout the term of the Contract, including any renewals.

After award of the RFP, the Contractor must submit monthly progress reports and/or form to the agency representative or designee, and a copy to the DAS Procurement Analyst, documenting the work performed by and payments made to the MBE subcontractor(s). This RFP provides details on the report(s) and/or form and the timing on filing.

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 are any inconsistencies 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-five (25) state-operated DRC institutions. In the event the DRC has a need for food service as it expands, additional locations may be added. 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.
5. Develop and implement a training program in culinary arts and food service management.
6. Develop and provide a policy and procedure manual for food service operations pertaining to the Contract.
7. Prepare and serve meals in accordance with the Master Menu and provide for special dietary and satellite feeding requirements as required by DRC specifications.
8. Develop, implement, and monitor a quality control program for food service operations.
9. Procure all food and non-food items, dietary supplies, office supplies, and staff to provide quality food service operations.
10. Maintain appropriate sanitation and inspection schedules for all food service operation areas.
11. Plan to operate and maintain all equipment provided by DRC and procure replacement equipment from the Equipment Replacement Fund described in Attachment One, Part One, Section W.
12. Ensure all records and documentation of compliance with standards maintained.
13. Accurate accounting of all inmate meals served by institution, including the number of meals served as carrybacks for satellite feeding areas.
14. Prepare and disseminate all invoices to the appropriate facility.
15. Provide the State with annual usage reports.
The State is requesting that Offerors submit pricing for the methodology described below for DRC:

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.

In addition, Offerors shall include in their 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 Offeror’s 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: June 26, 2020
Inquiry Period Begins: June 26, 2020
Inquiry Period Ends: August 21, 2020, at 8:00 a.m.
Proposal Due Date: September 4, 2020, by 1:00 p.m.

Estimated Dates
Contract Award Notification: TBD

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.

MANDATORY PRE-PROPOSAL MEETING AND SITE VISITS. A mandatory, Pre-Proposal meeting will be held on July 9, 2020, starting at 9:00 a.m. The meeting will be held using Microsoft Teams. The names and contact information for all attendees are to be emailed to Krista.Nichols@das.ohio.gov by 3:00 p.m. July 8, 2020. A calendar invitation will be sent by the end of day on July 8, 2020 to all identified attendees. A phone number to call into the meeting will also be included in the invitation. Suppliers should join the meeting at a minimum of five (5) minutes before the start of the meeting. Attendance will be taken promptly at 9:00 a.m.

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 mandatory and will be taken. 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.

Mandatory site visits will be conducted at a representative sample of eight (8) institutions. Attendance at all eight (8) site visits is mandatory. Due to the COVID-19 crisis, visitors are limited to two (2) representatives per Supplier. DRC will provide procedure masks to each representative. Refer to the schedule provided in Attachment Ten for the dates and times. Attendance will be taken at each location. Attendees must RSVP to the following DRC representative at least 48 hours in advance of the scheduled site visit in order to be allowed entry into the institutions:

DRC Institution Site Visits: Ken Kopycinski
Ken.Kopycinski@odrc.state.oh.us
614-995-5104

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 seventeen (17) attachments. The parts and attachments are listed below.

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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:

Krista Nichols
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:

2. From the Quick Links Menu on the right, select “Bid Opportunities Search”.
3. In the “Document/Bid Number” field, enter the RFP number found on the first page of this RFP.
4. Click “Search” button.
5. On the Procurement Opportunity Search Results page, click the hyperlinked Document Number.
6. On the Procurement Opportunity Search Details page, click on the blue box with the words “Submit Inquiry”.
7. On the Opportunity 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. Representative’s business phone number.
   c. Representative’s company name
   d. Representative’s e-mail address.
8. Type the inquiry in the space provided including:
   a. Reference 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. Enter the Confirmation Number at the bottom of the page
10. 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:

2. From the “Quick Links” menu on the right, select “Bid Opportunities Search”.
3. In the “Document/Bid Number” field, enter the RFP number found on the first page of this RFP.
4. Click the “Search” button.
5. On the Procurement Opportunity Search Detail page, click on the blue box with the words “View Q and A”.
6. All inquiries with responses submitted to date are viewable.

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 offeror 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: CSP900122 and DRC126

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:

2. From the "Quick Links menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Click the "Search" button.
5. On the Procurement Opportunity Search Results page, click the hyperlinked Document Number.
6. On the Procurement Opportunity Search Detail page, under "Associated PDF Files", links to one or more Addendums, will be displayed. Click on the addenda hyperlink to view.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on State Procurement Web site. 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 (Technical Proposal and Cost Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked “CSP900122 RFP – Technical Proposal” on the outside of each Technical Proposal package’s envelope. Each Cost Proposal package must be clearly marked “CSP900122 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 five (5) copies for a total of six (6) 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.

If an Offeror includes in its proposal confidential, proprietary, or trade secret information, it must also submit a complete redacted version of its Technical Proposal in accordance with Confidential, Proprietary or Trade Secret Information that follows. Offerors shall only redact (black out) language that is exempt from disclosure pursuant to Ohio Public Records Act. Offerors must also submit an itemized list of each redaction with the corresponding statutory exemption from disclosure. The redacted version must be submitted as a paper copy as well as an electronic copy on CD-ROM in a searchable PDF format. The redacted version, as submitted, will be available for inspection and released in response to public records requests. If a redacted version is not submitted, the original submission of the proposal will be provided in response to public records requests.

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 such information as "CONFIDENTIAL" by redacting only that information that is exempt from disclosure under the Ohio Revised Code or another provision of law and must provide a list of the redactions stating the specific statutory exemption for each redaction. 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 may review the claimed confidential, proprietary or trade secret information to determine whether the redaction is proper. 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 (prior to award only);
2. Request that DAS evaluate the Proposal without the redacted information (prior to award only); 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 and the entire Proposal shall be deemed a public record.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for the required retention period. 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 normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.

3. Proposal Evaluation. The DAS 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 evaluation 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 evaluation 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 evaluation committee will first decide how to incorporate the results in the scoring of the Proposals. The evaluation 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 evaluation 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 may 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, the State may still request that an Offeror submit audited financial statements for up to the past three (3) years if the State is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror’s financial ability, if requested, the State will review the documentation provided by the Offeror to determine if the Offeror’s financial position is adequate or inadequate. If the State believes the Offeror’s financial ability is not adequate, the State 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>
<thead>
<tr>
<th>Mandatory Requirement</th>
<th>Pass</th>
<th>Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not applicable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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, the evaluation committee rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The maximum available points allowed in this RFP are distributed as indicated in Table 2 - Scoring Breakdown.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Technical Requirements</td>
<td>750 Points</td>
</tr>
<tr>
<td>Proposal Cost</td>
<td>590 Points</td>
</tr>
<tr>
<td>MBE Participation Credit</td>
<td>50 Points</td>
</tr>
<tr>
<td>Oral Presentation (Optional)</td>
<td>100 Points</td>
</tr>
<tr>
<td>Maximum Available Points</td>
<td>1490 Points</td>
</tr>
</tbody>
</table>
DAS will apply the Veterans Friendly Business Enterprise preference as required by ORC 9.318 and OAC 123:5-1-16.

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

<table>
<thead>
<tr>
<th>DOES NOT MEET</th>
<th>WEAK</th>
<th>WEAK TO MEETS</th>
<th>MEETS</th>
<th>MEETS TO STRONG</th>
<th>STRONG</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 POINTS</td>
<td>1 POINT</td>
<td>2 POINTS</td>
<td>3 POINTS</td>
<td>4 POINTS</td>
<td>5 POINTS</td>
</tr>
</tbody>
</table>

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**

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Weight</th>
<th>Rating (0=Does not Meet to 5=Strong)</th>
<th>Extended Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Offeror Profile</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. The Offeror must demonstrate five (5) years of successful experience involving multiple adult correctional facilities, similar in scope and size to those required in the RFP.</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. The Offeror must have prior dietary experience, to include experience with implementing specialized dietary needs, in the last five (5) years.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. The Offeror demonstrates that all personnel and staff are appropriately certified and how they will maintain certifications during the contract term per the Ohio Uniform Food Code.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contract Performance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Scope of Work</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. The Offeror must provide the following:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. The Offeror provides detailed transition plans that describe the approach, methods, specific steps and timeline required to pre-stage operations including start up and implementation for the Contract and the approach for transitioning the work at the end of the Contract to another operator.</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Proposed Staffing Plan, including a Table of Organization governing on-site operations at each of the institutions which includes a plan for staff retention and replacement.</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Proposed Table of Organization governing operations within the State of Ohio that includes all Executive staff, such as the VP, Dieticians, HR Manager, Education Coordinator, etc.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of Work (Cont’d)</td>
<td>Weight</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Proposed operational plan for preparation and serving of food in accordance with the Master Menu, special dietary requirements, menu modification and substitutions, quality control, inmate complaints, and staff training for the institutions.</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Offerors shall describe their approach to inmate Educational Programming and Training to include, but not be limited to, the number of inmates that will participate, a description of the curriculum, and the program and certification available.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Offerors shall describe their Fellowship Mentoring Program detailing expected program materials, listing any certifications that can be obtained, documenting previous successful implementation, and providing a Table of Organization for all participant positions.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Proposed plan for procurement and inventory management of food, supplements, and non-food items.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Proposed plan for maintenance and sanitation of food service operations and equipment.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Proposed plan for maintaining records and documentation to ensure compliance with all standards, rules, and regulations.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>j. Proposed plan for accurate daily count of actual meals served by the institution.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Technical Score: ________________

<table>
<thead>
<tr>
<th>Presentation / Interview (If Requested)</th>
<th>Weight</th>
<th>Rating (0-5)</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Content of presentation demonstrated the Offeror understand the Scope of Work.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offeror demonstrated the skills needed to perform the requirements of the contract.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Interview/Presentation 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:

\[
\text{Cost points} = \left( \frac{\text{lowest Offeror’s cost/Offeror’s cost}}{\text{Maximum Available Cost Points}} \right) \times \text{Maximum Available Cost Points as indicated in the “Scoring Breakdown” table.}
\]

The value is provided in the Scoring Breakdown table. “Cost” = Total Cost identified in the Cost Summary section of
Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Available Cost Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the
maximum available 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 available points possible for this criterion.

An example for calculating cost points, where Maximum Available 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 available 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 available points, or a total of 50 points.

Cost Score: ____________________

MBE PARTICIPATION COST POINTS. If the Offeror chooses to participate and offer MBE participation, the following chart
details the participation ranges and values that would be awarded its offer.

<table>
<thead>
<tr>
<th>MBE Participation Value Range</th>
<th>Percentage of Work Offered</th>
<th>Percentage of MBE Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>1% - 3%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>4% - 6%</td>
<td>40%</td>
<td>40%</td>
</tr>
<tr>
<td>7% - 9%</td>
<td>60%</td>
<td>60%</td>
</tr>
<tr>
<td>10% - 14%</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>15% or greater</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

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: _____+ MBE Participation Score: _____ + Presentation (if required):_____ = 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.
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. Submission 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

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 coordinating 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 twenty-five (25) institutions as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP. 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.
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 twenty-five (25) 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 1,500 inmates or residents per site.
2. The Offeror shall have prior dietary experience in the last five (5) years.
3. The Offeror shall have documented experience with various meal delivery systems (i.e. cafeteria, insulated trays, and re-thermalization systems).
4. 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.
5. The Offeror shall provide a complete list of its correctional food service clients where it has provided food service in the last 10 years to include: company profile, current organization, and other relevant information.
6. 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.
7. 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 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 (3) 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 One - Executive Summary. In addition, 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 DRC food service operations. Failure to provide the transition plans as requested will 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

The Contractor must demonstrate compliance with the requirements listed below in their proposal.

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 has 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 needed by position titles and the scheduled hours of service for each position and each institution. An example of staffing levels per institution is included in Attachment Seventeen.

The Contractor(s) shall maintain the approved minimum staffing plan and scheduled hours of coverage during the life of the Contract 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. To attract and retain staff, the Contractor will pay all employees a wage of at least $15 per hour throughout the duration of the contract. The Contractor will provide to the DRC Chief and Assistant Chief of the Office of Acquisitions and Contract Compliance quarterly reports on wages.

The Contractor will be responsible for providing 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 Fifteen. 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, time phone, or time sheets, which shall be used to substantiate and document an employee’s actual on-site work. This log shall be provided to DRC upon request during any auditing or monitoring process.

2. Food Service Manager/Director:

Each Food Service Manager shall hold a ServSafe Food Manager Certification, have the following qualifications and experience, and shall provide the following services:

a) The Food Service Manager shall hold a ServSafe Food Manager Certification, which includes HACCP training, and have successfully completed a two (2) year program in food service preparation or food/restaurant management technology and have twenty-four (24) months 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. DRC reserves the right to design/designate an appropriate timekeeping system for documenting compliance with this provision.

c) The Food Service Manager, or their 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 that 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 their staff with ongoing training and spot evaluations to assure consistent and accurate implementation of the dietary formula.
f) The Food Service Manager must assist DRC staff in the development of special individual services as needed, i.e., special meals/snacks, unique supplemental needs, etc., along with special staff meals as needed.
g) The Food Service Manager shall develop inmate food service data and all corresponding monitoring systems. The Food Service Manager shall assist DRC staff with the 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 at each institution.
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/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 (Warden) 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 and DRC.

3. Dietary Operations Managers and Dietetic Technicians:

The Contractor shall provide a minimum of two (2) registered dietitians to serve as Dietary Operations Managers and eight (8) dietetic technicians to meet the dietary operations required by this RFP. The registered dietitians and dietetic technicians shall be ServSafe certified, have the following qualifications and experience, and shall provide the following services:

Dietitians:

a) The Registered Dietitians (RD) shall have a current licensure and registration as issued by the State Medical Board of Ohio 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) The RD will review and approve Master Menu substitutions to ensure compliance with allowable items and is responsible for all diets prepared, meeting all standards in nutrition.
c) The RD will perform other dietary related duties including, but not limited to, consultations with medical staff pertaining to special diets, drug interactions, food allergies, etc., and provide in-service for hospital and dietary staff, student nurses, and therapeutic programming to patients.
d) The RD will be required to be familiar with all policies and all clinical dietary standards required for accreditation and certification and maintain the appropriate records.
e) The RD will participate in routine evaluation of “test” trays; patient and staff satisfaction surveys; review and development of policies and procedures; attend meetings as required; and adhere to and support all Agency policies, protocols, and food service and nutrition policies.
f) One RD will serve as a Food Service Operations / Nutrition and Operations Support Manager and will:

1. Work with DRC dietitians for all menu needs that include, but are not limited to:
   a. Fall Winter / Spring Summer Master Cycle Menus
   b. Construction of menus
   c. Religious accommodation menus
   d. Therapeutic diets
   e. Any other menu needs as they are determined.
2. Generate Nutritional Analysis for all menus.
3. Work with supply chains to ensure approved food products are procured and sourced to meet the need of DRC Food Service Operations.
4. Work with the Food Service Directors to address menu/nutrition/operational concerns.
g) One RD will serve as a Clinical Operations / Clinical Nutrition Manager and will:

1. Directly supervise and manage a team of at least eight (8) dietetic technicians. Dietetic technicians work under the Clinical Nutrition Manager's dietetic licensure.
2. Communicate with the Ohio Medical Board to ensure all dietetic technicians are active under their licensure and meet all state law requirements.
3. Provide clinical nutrition care at the Franklin Medical Center (Prison Medical Center / Step Down from OSU) to all high-risk nutrition patients. The Facility has Total Parenteral Nutrition and Enteral Nutrition Needs. The Facility also has a long-term care unit.
4. Complete regular chart reviews and in-person reviews with the dietitian technician team to ensure they are providing appropriate clinical care that meets DRC policies and protocols as well as evidence based clinical nutritional practice.
5. Support adherence to all DRC food service and nutrition policies.
6. Ensure adequate nutrition services coverage throughout the state.

One RD cannot serve as both the Food Service Operations / Nutrition and Operations Support Manager and the Clinical Operations / Clinical Nutrition Manager. The Contractor is expected to have two (2) RDs, one serving in each position.

Dietetic Technicians:

a) Dietetic technicians shall be a graduate of an associate degree program approved by the Academy of Nutrition and Dietetics 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.

b) Dietetic technicians will work under the supervision of a licensed RD in accordance with State of Ohio laws.

c) Dietetic technicians will assist with maintaining clinical and food service areas in compliance with local, state and federal law.

d) Dietetic technicians will adhere to all DRC policies, protocols, and food service and nutrition policies.

e) Dietetic technicians will provide nutritional services to inmates within DRC by:

1. Collecting anthropometric and biochemical data and information pertaining to inmates' nutritional health care for assessment purposes.
2. Completing a nutrition assessment and developing a care plan as appropriate.
3. Completing follow-up nutrition assessments to evaluate an inmate nutrition status and updating the care plan as needed.
4. Assisting in the development of nutrition education materials and activities with direction from the Dietary Operations Manager.
5. Participating in planning, implementing, coordinating and facilitating nutrition education classes to inmates and staff.
6. Participating in planning and implementing training on safety, sanitation, and proper food handling, and basic nutrition for food service staff and inmates.
7. Managing and monitoring therapeutic diet programs within DRC.
8. Advising food service managers on quality and quantity of mainline and therapeutic diets and report problems and discrepancies.
9. Advising medical staff regarding nutrition care; receive written Physician or Advanced Level Provider diet orders and making changes on diet summary list.
10. Advising food service managers in proper interpretation of menus and appropriate substitutions.
11. Monitoring staff and inmate workers to ensure meals are prepared as planned.
12. Preparing monthly diet summary and nutrition care report to be submitted to the Dietary Operations Manager.
13. Preparing and maintaining files and information on inmate nutrition status/care.
14. Performing kitchen audits and reporting all findings to supervising RD and the Food Service Director.
15. Working directly with the institution Health Care Administrator, Chief Medical Director & Food Service Manager to advise and monitor inmate nutrition services.
16. Following up on action plans to inspect and confirm all deficiencies are corrected.

DRC will provide a registered dietitian to serve as the Dietary Operations Manager. The DRC Dietary Operations Manager shall:

a) Maintain oversight and control over the DRC Master Menu and Therapeutic Diet Menus;

b) Function as the DRC Contact Monitor for Pickaway Correctional Institution, Franklin Medical Center and the Ohio Reformatory for Women;
c) Be the liaison between contract nutrition staff and the Agency Medical Director and Agency Medical Departments;

d) Under the direction of the DRC Medical Director, maintain and update all DRC nutrition related policies and protocols; and.

e) Monitor Menu Substitutions.

4. Food Service Supervisors:

Food Service Supervisors shall hold a ServSafe Food Manager Certification 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 shall hold a ServSafe’s Person in Charge Certificate, have six (6) months training or six (6) months experience in food service preparation, completed one course or have three (3) months experience in food service sanitation and safety and completed one course or three (3) months experience in operation of food service equipment, or be a retired DRC employee who left in good standing.

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

a) Regional Managers: The Contractor must provide a minimum of three (3) Regional Managers who shall conduct a site visit to each institution 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 Managers shall meet with the DRC Regional Contract Monitor and the institution Warden or designee to mutually evaluate the performance of the Food Service Managers, ancillary personnel, and the delivery of services under the Contract.

   (2) The Contractor’s Regional Managers shall furnish a written report of on-site inspection of food service operations to the DRC Regional Contract Monitor /DAS Contract Monitor within fourteen (14) days of the visit.

b) Liaison Consultant: Upon request, the Contractor is to assign a liaison to work between DRC and the Contractor to provide operational overview and guidance in the daily food service operations and provide any necessary training. The liaison shall have corrections experience and be ServSafe certified. The liaison should be a neutral party to be able to step in and mediate issues between DRC and the Contractor.

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 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 (Attachment 13). The Warden 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 (Attachment 13) and the Authority for Release of Information (DRC1404) form (Attachment 13) prior to a background investigation being conducted. The following sections of the Background Investigation Checklist (DRC1674) (Attachment 13) must be completed with supporting documentation attached:

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

DRC 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 May 1, 2021 or six weeks after contract award, whichever is sooner. Background checks will not be required on personnel already approved by DRC.
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 screening, 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.

The Contractor shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). DRC shall monitor the Contractor to ensure such compliance. DRC shall ensure that Contractor has been trained on their responsibilities under DRC’s policy on sexual abuse and sexual harassment prevention, detection and response.

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 or designee for review on a monthly basis. The Contractor agrees to the following:

      1. All on-site providers must attend an orientation session prior to entering the institution in accordance with DRC Policy 39-TRN-12 Contractor Orientation (Attachment 13).

      2. New Contractor employees must complete sixteen (16) hours of Contractor Training of which:
         a. Four (4) hours will be site specific completed on-site at the institution and administered by DRC staff
         b. Twelve (12) hours will be on-line through the Corrections Training Academy and must be completed within the first sixty (60) days of hire.

      3. Current employees hired by the Contractor, who retain employment through the award of this contract, must complete four (4) hours annual Contractor Training. Thereafter, all employees will be required to complete four (4) hours annual Contractor Training through the institution.

The Contractor shall be financially responsible for the Contractor’s employees’ time to attend orientation and all training. The institution will provide the instructors and the training site.

It is the policy of DRC to provide all on-site Contractor employees 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 the Agency. 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. Chemical Control
5. Tool Control
6. Appropriate attire
7. Appropriate interaction with inmate/offenders
8. Hostage situations
9. Suicide prevention training
10. Contraband

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 DRC 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 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 DRC required training.

c) In addition, DRC may periodically provide training to the Contractor’s managers and staff in areas relevant to the agency’s 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 management staff with mandated HACCP 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 DRC 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 State property in the delivery of services.

   b) The Contractor’s employees agree 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.


   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.

17. Unless mutually agreed upon by both the Contractor and DRC, DRC will not hire the Contractor’s staff within the first twelve (12) months of their employment. DRC will notify Contractor’s Food Service Manager at the facility prior to DRC making an offer to employee of the Contractor. DRC shall consider the operational needs of the Contractor and the impact on compliance with the contract prior to making an offer.

F. Inmate Labor:

The Contractor shall utilize inmate labor, provided by DRC, to assist in the delivery of food service operations as described below. No inmate labor will be utilized at the Ohio State Penitentiary or the Toledo Correctional Institution. The selected vendor will have to adjust their Tables of Organization accordingly. 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 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 worker’s payroll to include Standard Pay and Incentive Pay.

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

G. Inmate Training:

1. Educational Programming and Training - 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. Inmates within the program are able to receive the ServSafe Manager’s Certification. Information on the number of graduates from current educational program that have obtained the ServSafe Certification is listed below:

<table>
<thead>
<tr>
<th>Year</th>
<th># of Graduates</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>103</td>
</tr>
<tr>
<td>2017</td>
<td>92</td>
</tr>
<tr>
<td>2018</td>
<td>129</td>
</tr>
<tr>
<td>2019</td>
<td>140</td>
</tr>
<tr>
<td>2020</td>
<td>21</td>
</tr>
</tbody>
</table>

In addition, Educational program offenders may be requested to prepare food for catering events. Historical events catered have included the Delaware County ACA Meeting, Art of Marriage Seminars, the Everyone Has a Story Red Cart Viewing Premier, Managing Officers Meetings, and Ohio Penal Industries (OPI) Meetings.

All inmates who have successfully completed the training are able to apply for open positions with the Contractor. The Contractor will provide an email address upon release to the offender with an application. 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 the Agency.

2. Fellowship Mentoring Program - Through this program, selected inmates will have the opportunity to gain transferable job skills to increase their marketability post release. The job skills that inmates gain have been proven to reduce recidivism.

The graduates of the program are to be given the opportunity to learn all aspects of daily kitchen operations, including but not limited to:

a. Proper food handling procedures;
b. Food preparation using recipe cards and kitchen prep techniques;
c. Inventory control and maintenance;
d. Organization skills;
e. Proper use of various kitchen equipment;
f. Sanitation and safety requirements.
Program participants are selected by DRC. Each participant will be assigned to work a shift and will be paid minimum wage the cost of which will be the responsibility of the awarded Contractor. The Contractor will submit a timesheet signed by both participant and Fellowship Coordinator at each institution to the cashier’s office weekly for time worked. The cashier’s office will issue payment monthly to the participants account and submit reimbursement paperwork for wages paid to the participant to Contractor’s Accounts Payables Monthly. The Contractor will issue a monthly reimbursement check for wages paid by DRC to each institution.

The program is to be designed to allow participants to:

a. Apply learned skills,
b. Improve their communication skills,
c. Work in a team atmosphere,
d. Provide and receive feedback regarding kitchen operations.

The Contractor is to provide a Table of Organization detailing all positions that are included in the program.

Facility protocols are to be followed. All violation of facility regulations will be documented and provided to the Agency designee at each participating facility. Disciplinary actions will be handled by DRC security personnel.

DRC and the Contractor will agree to work towards finding full-time employment for those inmates who successfully complete this fellowship.

3. Incentive Program: The Contractor shall implement an incentive program that will allow the family and friends of incarcerated individuals to purchase restaurant style meals. Similar programs have been found to encourage positive behavior, boost morale, and maintain a connection between inmates and their families. The Contractor is to develop a limited menu of items that can be purchased by an inmate’s family and friends for delivery to the inmate at the discretion of the institution. As part of the program, the Contractor is to allow for telephone and online purchases. The program is to be extended to allow family style meals to be served on visitation days.

Food prepared under this program will be prepared and distributed by inmates participating in the program under supervision of the Contractor. Of food sales made to staff, 15% is returned in commission to the Employees’ Activity Committee Fund. An additional 15% of sales that are made to offenders will be returned in commission to the Inmate Industrial and Entertainment (I&E) Fund. Historical food sales and commissions are listed below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Sales</th>
<th>Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$509,466</td>
<td>$75,664</td>
</tr>
<tr>
<td>2017</td>
<td>$431,264</td>
<td>$75,175</td>
</tr>
<tr>
<td>2018</td>
<td>$469,385</td>
<td>$70,409</td>
</tr>
<tr>
<td>2019</td>
<td>$638,752</td>
<td>$95,736</td>
</tr>
<tr>
<td>2020*</td>
<td>$555,863</td>
<td>$89,077</td>
</tr>
</tbody>
</table>

*Through May 2020

H. Security:

DRC 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 or DRC, depending on the current practice, 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 DRC policy. All logs shall be available for inspection at any time by DRC staff and inspectors. All items shall be accounted for at all times.

The Contractor shall be responsible for keeping all areas locked and unavailable to inmate workers. DRC food service duplicate keys shall be maintained in the Institutional Control Center. Any lost or misplaced keys shall be reported immediately to the DRC’s Captain’s office. 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 Agency, DRC’s policies shall take precedence.

J. General Description of Food Service Department

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 Correctional 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 2500-2600 calories for men and 2250-2350 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 not more than thirty percent (30%) fat calories. The Master Menu is pork free. The average daily nutrient breakdown for the menu is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Men</th>
<th>Women</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calories</td>
<td>2500 Min; 2600 Max</td>
<td>2250 min; 2350 max</td>
</tr>
<tr>
<td>Protein</td>
<td>98 grams +/- 3%</td>
<td>96 grams +/- 3%</td>
</tr>
<tr>
<td>Fat</td>
<td>&lt; 30% of calories</td>
<td>&lt; 30% of calories</td>
</tr>
<tr>
<td>Cholesterol</td>
<td>&lt; 300 milligrams</td>
<td>&lt; 300 milligrams</td>
</tr>
<tr>
<td>Sodium</td>
<td>&lt; or equal to 3500 milligrams</td>
<td>&lt; or equal to 3200 milligrams</td>
</tr>
<tr>
<td>Calcium</td>
<td>&gt; or equal to 1300 milligrams</td>
<td>&gt; or equal to 1300 milligrams</td>
</tr>
</tbody>
</table>

When necessary to ensure availability of comparable replacement/alternate food items, minor deviations may be accepted if approved by DRC and evaluated by a nutritionist to ensure the deviations from stated ranges are acceptable and deemed nutritionally minor.

The Department offers an alternative menu choice each meal, which includes an alternative protein entrée 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 all twenty-five (25) DRC institutions. Therapeutic diets are served at the Franklin Medical Center, Pickaway Correctional Institution, and Frazier Health Center, which are specialized medical facilities, and when required, in other areas as well.

The Contractor is encouraged to purchase processed meats or meat processing services from the DRC Meat Processing Career Center (MPCC) for use on this Contract. MPCC is located in Orient, OH where it provides industrial training to seventy (70) inmates and has historically processed meat for internal consumption as well as outside sales. MPCC processes meat for food service operations at an agreed upon charge. Products processed include ground beef blend, ground poultry blend, and turkey sausage, MPCC may have the ability to process other meat products. Contractor must collaborate with DRC/MPCC to determine a cost effective way in which MPCC will process products. This may include instances of the Contractor purchasing and providing ingredients for MPCC to process. DRC shall invoice the Contractor on a weekly basis.

K. Minimum Meal Service Requirements:

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 DRC. 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 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 DRC. 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 DRC.
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 include, 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, which includes “clear-out” (Institutional Searches) events. The Contractor shall prepare all meals and deliver them as specified in each institution.

The Contractor may be requested to provide food service for special events such as but not limited to meetings, staff and officers held over, and fund raisers 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 or designee on a per event basis and shall be invoiced separately from the inmate food service invoice.

L. Sample Meal Trays:

At each meal, two (2) sample trays shall be prepared at no cost to DRC. 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 a DRC employee designated by the Warden to ensure adequate quality and temperatures. These evaluations will be sent daily to the Warden or designee at each institution. Evaluations will be conducted by designated staff and reviewed by the Institutional Warden or the designee. Poor evaluations or meal deficiencies will be reviewed and sent to the DRC Regional Contract Monitor at the time of the occurrence for follow-up. 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 before the meal or food item is next served on the menu, 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, Assistant Chief of Acquisition and Contract Compliance, and DRC Regional Contract Monitor. In the event of an emergency, as determined by the Warden of the Institution, the Contractor shall continue to serve meals in compliance with this emergency procedure and/or as specifically instructed by the Warden or the DRC Regional 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 DRC Master Menu as provided in this RFP unless modified to meet special dietary requirements. Other Master Menus may be used with thirty (30) days prior approval from DRC. These menus submitted for approval shall list portion sizes, recipes and a complete nutritional analysis indicating the caloric content as specified by DRC. DRC 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 decreases, the Contractor is required to pass on the cost decrease to DRC.

The Contractor shall comply with the Master Menu, as written, in all twenty-five (25) DRC institutions. Any substitutions or changes shall be in accordance with the Production Guidelines/Menu Instructions as written by the DRC Registered Dietitian and reviewed and approved in advance by the Dietary Operations Manager. The Production Guidelines are provided as an attachment to this RFP (Attachment 13). All substitutions must be documented and submitted to the DRC Regional Contract Monitor in the monthly report. Monthly reports shall be reviewed for unapproved substitutions by the DRC Registered Dietitian. These will be discussed with the DRC Regional 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 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 Fifteen.

In the event the Contractor obtains favorable pricing on a spot purchase (one time buy) for an off-menu item, they may submit the proposed spot purchase to the DRC Contract Manager for review and approval to serve the item for a specified period of time. If a spot purchase results in a cost savings and it is mutually agreed upon by DRC and the Contractor, the savings shall be equally split between DRC and the Contractor.

The Contractor shall comply with the Master Menu without variation except where approved by the DRC Regional 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 dietary needs, including religious, medical needs and some inmate preferences.

The components of the DRC Master Menu are as follows:
DRC Master Component: This component includes the menu requirements for the general 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 Academy of Nutrition and Dietetics.

DRC 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. The Contractor is responsible for ensuring that modified diets are served to the appropriate inmate.

DRC 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.

DRC 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.

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

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 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. In designated areas, security personnel shall be responsible for delivery of each tray to the inmate. 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 and the 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.

Sack Lunches
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, clear-outs 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, Critical Incidents and clear-out situations shall be made available upon request of the Warden at the institution, a Critical Incident Commander, or the SRT Commander and shall be noted separately on the monthly invoice. Food temperature requirements shall apply to sack lunches.

Enhanced Sack Lunches
The Contractor shall provide enhanced sack lunches in accordance with the Master Menu and Enhanced Sack Lunch Menu component for outside groups of inmates who require meals and cannot receive lunches as listed on the Master Menu. The Contractor shall deliver enhanced sack lunches to the entry, sally port gate, or designated area when requested by the institutional staff. The Contractor shall provide the additional price per meal and portion sizing based on negotiations with the department Chief, Assistant Chief, Warden or designee requesting the enhanced meal and shall be invoiced separately from the monthly food service invoice. Operation Support Center enhanced sack lunches will be billed on the monthly invoice.

Construction Meals
The Contractor shall develop a procedure for preparation and serving when kitchens are under construction. The procedure shall have prior approval of the Warden, Assistant Chief of Acquisition and Contract Compliance, DRC Dietician and DRC Regional Contract Monitor. In the event of construction, the Contractor shall continue to serve meals in compliance with the construction menu and procedures and/or as specifically instructed by the Warden/Superintendent DRC Dietician and DRC Regional Contract Monitor. Applicable DRC construction project menus will be made available at each Institution and may require the Contractor...
to alter normal operations and staffing. The Contractor shall provide the additional cost per meal for these construction menus based on negotiations with the Assistant Chief of Acquisition and Contract Compliance and DRC Dietician on a per event basis and shall be charged to the monthly invoice.

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 name, number, date of meal picked up, and type of meal.

The Franklin Medical Center, Pickaway Correctional Institution, and 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 DRC medical staff at each institution during pill call at the expense of DRC.

The Diet Summary Report for the month of May 2020 for all DRC 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. 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 otherwise approved by the Warden.

The DRC Religious Service Administrator is the approving official for inmate 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-Ul-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 one (1) each - 4 oz. serving of two (2) different meat products; one (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 DRC.

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 Dr. Martin Luther King, Jr. Birthday; President's Day; Columbus Day and Veterans 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 and may include the recognition of other cultures.

Holiday Meals
The Contractor shall provide a minimum of six (6) holiday meals to include New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas and a maximum of eleven (11) special holiday meals observing State holidays during a calendar year. The Offeror's Proposal shall include copies of special holiday meal menus. All holiday meals shall be provided at no additional charge to DRC.
There will be times when the Warden or designee requests the Contractor to provide special meals or meal items for the inmate 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. A separate invoice shall be sent to the institution or institutional organization.

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 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 DRC. 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 and timely notification shall be provided to the Contractor.

Q. Quality Control:

A weekly survey of inmates will be conducted by the Contractor to determine the quality of food prepared and served. Results shall be summarized and submitted to the Warden and DRC Regional Contract Monitor or designee on a weekly basis. No meal should be rated 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. Compliance with this requirement is a rating of good or better for no less than 90% of all meals prepared. 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 and DRC Regional 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.

R. Participation Rates:

Contractor shall report meal participation rates for each institution broken down by breakfast, lunch, and dinner to the DRC Regional Contract Monitor or designee on a monthly basis. If the daily participation rate drops below 80% for a monthly average of all three meals, the Contractor shall develop and provide a remedial action plan detailing what measures the Contractor will undertake to increase the meal participation rate. The remedial action plan will not be implemented until approval is obtained from the DRC Regional Contract Monitor and the Contract Manager.

S. Inmate Complaints and Grievances:

Inmates have the opportunity to file grievances about any aspect of their incarceration, including food service. Any grievances filed by inmates 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. Upon request from DRC, 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 Warden’s 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.

T. 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. In situations of equipment outages that have necessitated the use of paper products for more than ten (10) days, ODRC will absorb half the cost of paper products until the equipment is operational. In situations where physical plant failures occur such as but not limited to cooler and freezer outages, plumbing back-up, broken sprinkler heads, etc., the agency is responsible for the lost food product.
When seasonally available, and quantity and of competitive price, the State’s preference is for Ohio-grown produce. Information on Ohio products and Ohio growers can be found at http://ohioproud.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, 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.

DRC is responsible for the purchase and supplying of toilet paper, paper towels and trash bags.

DRC prefers the Contractor utilize products or items available through OPI, i.e. cleaning and janitorial supplies.

DRC 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 DRC. The Contractor shall return an equal amount of inventory or like inventory to DRC at the termination of the contract.

U. 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 within three days of inspection completion.

Sanitation inspections by DRC personnel shall be conducted on a weekly basis by the Warden or designee and by other DRC 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.

V. Trash Removal and Pest Control

Trash removal and pest control shall be the responsibility of DRC and shall be coordinated with the Contractor. DRC shall conduct pest control spraying only at night within food service. 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.

W. Office Equipment, Phone Lines, and Technology:
DRC shall provide office space and furniture for use by the Contractor in each institution’s kitchen area. DRC shall not furnish services of support (e.g., support staff, secretarial, or clerical support) to the Contractor. The Contractor shall be responsible for providing all program staff office supplies (other than furniture) including computers (one per main kitchen and one per camp. The Madison Correctional Institution and the Franklin Medical Center have two main kitchens which permits them to have a contractor computer in each), 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 DRC programs.

X. Equipment and Equipment Surrender:

DRC will turn over its food service equipment currently in place at each kitchen to the Contractor. DRC 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 DRC Regional Contract Monitors and Assistant Chief of Acquisition and Contract Compliance.

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.

The Contractor is to establish an Equipment Repair and Replacement Fund for DRC at the beginning of each fiscal year in order to fund repair and replacement of food service equipment during the term of the contract. Offerors shall include a charge of four and a half cents ($0.045) 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 Repair and Replacement Fund may be used by the Offeror for equipment purchases or repairs of $1,000 or more. All monies in the Equipment Repair and Replacement Fund belong solely to DRC and DRC shall have the option of using the fund to pay either for capital equipment or for food service costs. DRC is responsible for replacement of structural equipment including freezers, coolers, in-wall pass through units and roll-in ovens. The Equipment Repair and Replacement Fund can be used to acquire and repair the structural equipment if mutually agreed upon between DRC and the Contractor. Any equipment purchased from the Equipment Repair and Replacement Fund belongs exclusively to DRC and is its sole property. Balances left at the end of a fiscal year will be rolled over to the next fiscal year during the term of the Contract. Any unspent balance remaining in the Equipment Repair and Replacement Fund at the end of the Contract will be the sole property of DRC and may be spent in any way DRC desires notwithstanding any other language in the Contract.

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

Y. Emergency Situations:

If a Warden 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. DRC 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.

Z. 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 DRC and the terms of the Contract. Copies of all records and documents shall be made available to DRC 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 DRC. 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 DRC 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 DRC, ACA, or by local, state or federal regulations. This shall include any and all forms, reports, or documentation DRC deems necessary to manage a food service operation or facilitate the monitoring of the Contract.

AA. Daily Inmate Count/Meal Counts:

Per Diem per Inmate based on Midnight Census

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.

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

Contractor is to provide a credit equal to 1/3 the daily Per Diem Rate for each Kosher / Halal meal served that exceeds 275 meals. The credit must be itemized on all invoices.

BB. Contract Monitoring:

A Monthly Metrics Report prepared by the DRC Regional Contract Monitor will be submitted to the Warden, DRC Office of Acquisition and Contract Compliance, DRC Regional Deputy Director 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. ACA Documentation
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 training program
13. Inmate incentive food sales (separate invoices for product)
14. Sanitation inspections
15. Staffing patterns
16. Staff training
17. Inmate Grievance issues and concerns
Additional categories may be added for contract compliance monitoring.

Monthly meetings will be held involving the DRC Assistant Chief of Acquisition and Contract Compliance, DRC Regional Contract Monitors, Contractor’s Regional Managers, and Contractor’s Management to review monthly food service reports and contractual issues.

Quarterly meetings will be held involving the DRC Regional Contract Monitor, DAS Contract Monitor, DRC Chief of Acquisition and Contract Compliance, DRC Deputy Director of Administration, Contractor’s Regional Managers, and Contractor’s Management to review monthly food service reports, forecasting of meals, and contractual issues.

CC. Usage Reports and Accounting Retention Requirements:

Every twelve (12) months, the Contractor must submit a report (written or on disk) to DRC 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: Krista Nichols, Contract Analyst, 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.

DD. Reports:

In addition to the reports indicated in this RFP, the Contractor is to provide the following reports to the Contract Manager and the Menu Substitution Report to the DRC Dietician:

1. Monthly Food Usage Report - due by the 10th day of the following month.
2. Monthly Participation Rate - due by the 10th day of the following month.
3. Staffing Levels and Vacancy - due by the 10th day of the following month.
4. Monthly ERR Fund Report - due on the last day of the month.
5. Broken and Repaired Equipment Report - due on the last day of the month
6. Quarterly Report that will include:
   a. Financials
   b. Educational program sales
   c. Wage reports
   d. Contractor invoicing to DRC
   e. Participation rates
   f. DRC monthly metric report summary
   g. DRC food service incident report summary
   h. Accidents
   i. Initiatives
   j. Number of educational program graduates.
7. Weekly report on menu substitutions provided to DRC dieticians.

DRC reserves the right to request additional reports as needed.

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 DRC approves the receipt of product(s) and continued completion of all deliverables.

REIMBURSABLE EXPENSES. None.

BILL TO ADDRESS.
Ohio Department of Rehabilitation and Correction
4545 Fisher Road, Suite D
Columbus, Ohio 43228

PRE-AWARD IDENTIFICATION OF OHIO CERTIFIED MBE SUBCONTRACTOR AND CONTRACTOR SELECTED PERCENTAGE. Offeror’s proposal must include an Ohio certified MBE subcontractor plan (Plan). The Plan must (a) state the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE subcontractors only; (b) include a description of a competitive process used for the selection of Ohio certified MBE subcontractors to which only Ohio certified MBEs responded; and (c) identification of proposed portions of the Work to be performed by Ohio certified MBE subcontractors.

TRACKING. The Offeror shall indicate on all invoices submitted to the Agency the dollar amount attributed to the Work provided by the selected Ohio certified MBE subcontractors along with documentation of the Ohio certified MBE subcontractor’s activities. Offeror shall report all Ohio certified MBE subcontractor payments under this Contract monthly to the Agency. Compliance with Offeror’s proposed cost set-aside percentage is a term of this contract and failure to attain the proposed percentage by the expiration of the contract may result in the Offeror being found in breach of contract.

REMEDIES

MODIFICATION OR WAIVER. Offeror may apply in writing to the Agency, on a form prescribed by DAS, for a waiver or modification of its proposed MBE set-aside cost percentage. However, no modification or waiver request may be submitted before at least twenty-five percent (25% or one year) of the Work is completed or after seventy-five percent (75% or three years) of the work is completed. Offeror shall submit evidence acceptable to the Agency demonstrating that Offeror made a good faith effort to seek Ohio certified MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, the Agency will determine whether the Offeror’s good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, Offeror will have an opportunity to attain the percentage before the completion of the work. Compliance with any modified cost set-aside percentage is a term of this contract and failure to attain the percentage by the expiration of the contract may result in the Offeror being found in breach of contract.

FEE AT RISK. Compliance with Offeror’s proposed cost MBE set-aside percentage is a term of this contract. Contractor agrees to place one percent (1%) of its payment at risk for failure to attain the cost MBE set-aside percentage by the expiration of the contract.
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, 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 Supplier Registration
16. Affirmative Action Plan
17. Prohibition of the Expenditure of Public Funds for Offshore Services
18. Cost Summary Form
19. MBE Documentation

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 $2,500.00 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:
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 identifies all key personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:

a. A matrix matching each key team member to the staffing requirements in this RFP.

b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project’s due date(s).

c. A discussion of the Offeror’s ability to provide qualified replacement personnel.

d. The Offeror must submit a statement and chart that clearly indicate the time commitment of the proposed work team, including the Project Manager, to the Project and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any Proposal that commits the proposed Project Manager to other work during the term of the Contract if the evaluation committee believes that doing so will be detrimental to the Offeror’s performance.

7. Personnel Profile Summary. This RFP includes Offeror Candidate Forms as Attachments Seven A, B and C. The Offeror must use these forms and fill them out completely for each key candidate referenced. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror’s Proposal.

All candidate requirements must be provided using the Offeror Candidate Forms (See Attachments Seven A, B and C.) The various sections of the form are described below:

a. Candidate References. If fewer than three (3) projects are provided, the Offeror must include information as to why fewer than three (3) projects were provided. The State may disqualify the proposal if fewer than three (3) projects are given. (Refer to Attachment Seven A.)

For each reference the following information must be provided:

1) Candidate’s Name.

2) 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 can not 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 experience in the evaluation process.

3) Dates of Experience. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and year.

4) Description of the Related Service Provided. The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors’ responsibility to customize the description to clearly substantiate the candidate’s qualification.

b. Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate’s ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP. Must include copies of any pertinent licenses and or certificates. (Refer to Attachment Seven B.)
c. **Required Experience and Qualifications.** This section must be completed to show how the candidate meets the required experience requirements. If any candidate does not meet the required requirements for the position the candidate has been proposed to fill, the Offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Seven C.)

The candidate’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.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror’s Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate’s position and be named.

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 Work and what the Contractor must do to complete the Work satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Work Plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Work 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 work 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 work 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 Supplier Registration.** The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form. At least one (1) original (signed in blue ink) must be submitted in the “original” copy of the Proposal. All other copies of the Proposal may contain duplicates of this form. If a subsidiary company is involved, Offerors must have an original W-9 for both the parent and subsidiary companies. In addition, the Offeror must be registered as a supplier with the State through the Supplier Portal. Registration can be completed or confirmed at: https://supplier.ohio.gov

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


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

   [https://eodreporting.oit.ohio.gov/affirmative-action](https://eodreporting.oit.ohio.gov/affirmative-action)

   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. **Offshore Services.** The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

18. **Cost Summary Form.** The Cost Summary Form (Attachment Nine) 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. 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 initial term of the contract. 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.
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 an 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 are 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 suppliers 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 suppliers and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a supplier 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 https://budget.ohio.gov/StateAccounting/edi/default.aspx for additional information regarding E-Commerce.
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.

PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. 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 the Contract.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

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.** Until all obligations under this Agreement or any Order are satisfied, and without limiting Contractor’s indemnification obligations under Indemnity, Contractor shall provide and maintain the insurance policies set forth below. All commercial insurance required shall be provided by insurers with a rating of not less than A-VII from AM Best or a comparable rating agency. Contractor shall also cause each of its Subcontractors to comply with all requirements in this Section.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits. There shall be no exclusions for sexual abuse and molestation.

2. Automobile Liability insurance covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers’ compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold State of Ohio harmless from loss or liability for such.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall cover all applicable Contractor personnel or subcontractors who perform professional services related to this agreement.

5. Cyber liability (first and third party) with limits not less than $2,000,000 per claim, $2,000,000 aggregate. Coverage shall provide for the loss of money, securities or negotiable instruments, or property of third parties, including but not limited to theft, forgery, embezzlement, wire transfer fraud, counterfeiting and disappearance or destruction.

6. Third Party Employee Dishonesty insurance with a limit of not less than $50,000 per occurrence or claim. Coverage shall provide for the loss of money, securities or negotiable instruments, or property of third parties, including but not limited to theft, forgery, embezzlement, wire transfer fraud, counterfeiting and disappearance or destruction.

7. Third Party Employment Practices insurance with a limit of not less than $1,000,000 per claim, covering liability claims brought by non-employee clients, including inmates, alleging wrongful conduct, including but not limited to, sexual harassment, discrimination or any other violation of civil rights.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

Except for Workers’ Compensation and Professional Liability insurance, the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.
Primary Coverage
For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

Umbrella or Excess Insurance Policies
Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Notice of Cancellation
Contractor shall provide State of Ohio with 30 days’ written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State’s available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Waiver of Subrogation
Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Deductibles and self-insured retentions must be declared to and approved by the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

Verification of Coverage
Contractor shall furnish the State of Ohio with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that State of Ohio is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

STATE PERSONNEL. During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Project.

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 DRC is to assure that the program receives high quality services from the Contractor. To this end, DRC 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, DRC 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.

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

2. Resolution for Contract Non-Compliance. DRC 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, DRC will notify DAS through a Complaint to Supplier (CTV) to help resolve the infractions.

   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 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.

The Contractor may, at its discretion, request termination with a minimum 60 day notice in writing. The State will review the request and respond in writing to the Contractor with its findings.
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. 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.

4. Specified Liquidated Damages. In lieu of termination, the State may assess specified liquidated damages for certain breaches described in Attachment Fifteen, 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.

ADJUSTMENT OF INVOICE FOR STAFF VACANCY. In addition to the remedies above, DRC 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.

DRC expects the Contractor to maintain the numbers and positions of its employees as it is described in its Proposal. In the 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, DRC 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.

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. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers’ compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a “business entity” as that term is defined in O.R.C. 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”) Contractor shall have any individual performing services under the agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that Contractor is a “Business entity” as the term is defined in O.R.C. 145.037.

Publicity. The Contractor will not advertise or publicize that it is doing business with the State or use this Contract or the Contractor’s relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.
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 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 licensor; (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 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.
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 O.R.C. 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 the Ohio Business Gateway Electronic Filing website http://gateway.ohio.gov. Contractor must verify compliance on an annual basis for the duration of any contract. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division’s web site: https://eodreporting.oit.ohio.gov/affirmative-action.

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.

ORC 9.76(B). Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
This Contract, which results from RFP CSP900122, 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 Department of Rehabilitation and Correction (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 July 1, 2021 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.

Department of Administrative Services
(Contractor)
(State of Ohio Agency)

Matthew M. Damschroder
(Printed Name)
(Director, Department of Administrative Services)
(Date)
### ATTACHMENT FIVE A
### OFFEROR PROFILE FORM

<table>
<thead>
<tr>
<th>Offeror’s Legal Name:</th>
<th>Address:</th>
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<tbody>
<tr>
<td>Phone Number:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Home Office Location:</td>
<td>Date Established:</td>
</tr>
<tr>
<td>Firm Leadership:</td>
<td>Number of Employees:</td>
</tr>
</tbody>
</table>

Additional Background Information:
ATTACHMENT FIVE B
OFFEROR PRIOR PROJECT FORM

<table>
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<tr>
<th>Customer Company Name:</th>
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<th>Beginning Date of Project (Month/Year):</th>
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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 seven (7) 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

<table>
<thead>
<tr>
<th>Customer Company Name:</th>
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ATTACHMENT FIVE D  
OFFEROR PRIOR PROJECT FORM

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

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<tr>
<th>Company Name</th>
<th>Contact Name</th>
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<tbody>
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<td>Address</td>
<td>Phone Number</td>
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<tr>
<td></td>
<td>E-Mail Address</td>
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<tr>
<td>Project Name</td>
<td>Beginning Date of Project: (Month/Year)</td>
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<tr>
<td>Description</td>
<td>Ending Date of Project: (Month/Year)</td>
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</table>

Description of project size, complexity and the Offeror’s role in this project.

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</table>

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

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<th>Company Name:</th>
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<td>Description of project size, complexity, and the candidate’s role in this project.</td>
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</table>
Candidate’s Name: 

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

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<tr>
<th>Name and Address</th>
<th>Months/Years</th>
<th>Degree/Major</th>
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<tbody>
<tr>
<td>College</td>
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<td>Technical School</td>
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<td>Licenses</td>
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<td>Certifications</td>
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## ATTACHMENT SEVEN C
### OFFEROR’S CANDIDATE EXPERIENCE REQUIREMENT

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<tr>
<th>Candidate’s Name:</th>
<th>Candidate’s Proposed Position:</th>
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<th>Client Company Name:</th>
<th>Client’s Project Supervisor Contact Name:</th>
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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.

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Description</th>
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<tbody>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>The Offeror has been assessed any penalties in excess of twenty thousand dollars ($20,000), 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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Has trading in the stock of the company ever been suspended? If so provide the date(s) and explanation(s).</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

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.
### COST SUMMARY FORM

#### ATTACHMENT NINE

**OPERATION AND MANAGEMENT OF FOOD SERVICE**  
CSP900122

**UNSPSC CATEGORY CODE:** 90101700, 90101701, and 90101802

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<thead>
<tr>
<th>Description</th>
<th>07/01/21 – 06/30/22</th>
<th>07/01/22 – 06/30/23</th>
<th>07/01/23 – 06/30/24</th>
<th>07/01/24 – 06/30/25</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Per Diem Rate per Inmate for 3 meals (Unit Price)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. Price per Kosher / Halal religious meal; in excess of 275 Kosher / Halal meals statewide per day; billed at the Per Diem price</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Payment will be made based on actual Midnight Census Count.

The Contractor is to provide a credit equal to 1/3 of the daily Per Diem Rate for each Kosher / Halal meal served that exceeds 275 meals. The credit must be itemized on all invoices.

All costs must be in U.S. Dollars.
The State will not be responsible for any costs not identified.

---

**Embedded MBE**

| Percentage of the Work that will be set aside for Ohio certified MBE company(ies) | ____________% |
### ATTACHMENT TEN

#### INSTITUTION SITE VISIT SCHEDULE

<table>
<thead>
<tr>
<th>Layout Group</th>
<th>Institution</th>
<th>Address</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Pickaway Correctional Institution</td>
<td>11781 St Rt 762 Orient, OH 43146</td>
<td>07/13/20</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>A</td>
<td>Ohio State Penitentiary</td>
<td>878 Coitsville-Hubbard Rd Youngstown, OH 44505</td>
<td>07/14/20</td>
<td>1:30 PM</td>
</tr>
<tr>
<td>B</td>
<td>Mansfield Correctional Institution</td>
<td>1150 North Main Street Mansfield, OH 44901</td>
<td>07/15/20</td>
<td>9:00AM</td>
</tr>
<tr>
<td>B</td>
<td>Richland Correctional Institution</td>
<td>1001 Olivesburg Rd Mansfield, OH 44905</td>
<td>07/15/20</td>
<td>1:30 PM</td>
</tr>
<tr>
<td>B</td>
<td>Allen Oakwood Correctional Facility</td>
<td>2338 North West Street Lima, OH 45801</td>
<td>07/16/20</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>A</td>
<td>Toledo Correctional Institution</td>
<td>2001 East Central Avenue Toledo, OH 43608</td>
<td>07/16/20</td>
<td>1:30 PM</td>
</tr>
<tr>
<td>C</td>
<td>Franklin Medical Center</td>
<td>1990 Harmon Avenue Columbus, OH 43223</td>
<td>07/17/20</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>C</td>
<td>Madison Correctional Institution</td>
<td>1851 State Route 56 London, OH 43140</td>
<td>07/17/20</td>
<td>1:30 PM</td>
</tr>
</tbody>
</table>

Visitors are limited to two (2) representatives per Supplier. DRC will provide procedure masks to each representative.

Some institutions have similar layouts and features within the kitchen and serving areas. Institutions with similar operations have been group into the columns below. Due to COVID-19, the State is limiting the number of site visits and visitors.

#### Institutions with Similar Layouts and Features

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pickaway Correctional Institution</td>
<td>Mansfield Correctional Institution</td>
<td>Franklin Medical Center</td>
</tr>
<tr>
<td>Toledo Correctional Institution</td>
<td>Richland Correctional Institution</td>
<td>Madison Correctional Institution</td>
</tr>
<tr>
<td>Lebanon Correctional Institution</td>
<td>Belmont Correctional Institution</td>
<td>Dayton Correctional Institution</td>
</tr>
<tr>
<td>Ross Correctional Institution</td>
<td>London Correctional Institution</td>
<td>Northeast Reintegration Center</td>
</tr>
<tr>
<td>Marion Correctional Institution</td>
<td>Ohio Reformatory for Women</td>
<td>Warren Correctional Institution</td>
</tr>
<tr>
<td>Lorain Correctional Institution</td>
<td>Southeastern Correctional Institution</td>
<td></td>
</tr>
<tr>
<td>Grafton Correctional Institution</td>
<td>Trumbull Correctional Institution</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Correctional Reception Center</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Southern Ohio Correctional Facility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chillicothe Correctional Institution</td>
<td></td>
</tr>
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</table>
## ATTACHMENT ELEVEN
### INSTITUTION LOCATIONS

<table>
<thead>
<tr>
<th>Institution</th>
<th>Address</th>
<th>Date Institution Opened</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Oakwood Correctional Facility</td>
<td>2338 North West Street Lima, OH 45801</td>
<td>1994</td>
</tr>
<tr>
<td>Belmont Correctional Institution</td>
<td>68518 Bannock Rd, S.R. 331 St. Clairsville, OH 43950</td>
<td>1995</td>
</tr>
<tr>
<td>Chillicothe Correctional Institution</td>
<td>15802 St. Rt. 104 North Chillicothe, OH 45601</td>
<td>1966</td>
</tr>
<tr>
<td>Correction Reception Center</td>
<td>11271 St. Rt. 762 Orient, OH 43146</td>
<td>1987</td>
</tr>
<tr>
<td>Dayton Correctional Institution</td>
<td>4104 Germantown Street Dayton, OH 45417</td>
<td>1987</td>
</tr>
<tr>
<td>Franklin Medical Center</td>
<td>1990 Harmon Avenue Columbus, OH 43223</td>
<td>1993</td>
</tr>
<tr>
<td>Grafton Correctional Institution</td>
<td>2500 South Avon Beldon Rd Grafton, OH 44044</td>
<td>1988</td>
</tr>
<tr>
<td>Lebanon Correctional Institution</td>
<td>3791 St Rt 63 Lebanon, OH 45036</td>
<td>1960</td>
</tr>
<tr>
<td>London Correctional Institution</td>
<td>1580 St Rt 56, SW London, OH 43140</td>
<td>1924</td>
</tr>
<tr>
<td>Lorain Correctional Institution</td>
<td>2075 South Avon-Belden Rd Grafton, OH 44044</td>
<td>1990</td>
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<td>Madison Correctional Institution</td>
<td>1851 St Rt 56 London, OH 43140</td>
<td>1987</td>
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<td>Mansfield Correctional Institution</td>
<td>1150 North Main Street Mansfield, OH 44901</td>
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<tr>
<td>Marion Correctional Institution</td>
<td>940 Marion-Williamsport Rd Marion, OH 43302</td>
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<tr>
<td>Noble Correctional Institution</td>
<td>15708 McConnelsville Rd Caldwell, OH 43724</td>
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<td>2675 East 30th Street Cleveland, OH 44115</td>
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<td>Ohio Reformatory for Woman</td>
<td>1479 Collins Avenue Maryville, OH 43040</td>
<td>1916</td>
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<td>11781 St Rt 762 Orient, OH 43146</td>
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<td>Richland Correctional Institution</td>
<td>1001 Olivesburg Rd Mansfield, OH 44905</td>
<td>1998</td>
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<tr>
<td>Ross Correctional Institution</td>
<td>16149 St Rt 104 Chillicothe, OH 45601</td>
<td>1987</td>
</tr>
<tr>
<td>Institution</td>
<td>Address</td>
<td>Date Institution Opened</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Southeastern Correctional Institution</td>
<td>5900 B.I.S. Rd Lancaster, OH 43130</td>
<td>1980</td>
</tr>
<tr>
<td>Southern Ohio Correctional Facility</td>
<td>1724 St Rt 728 Lucasville, OH 45699</td>
<td>1972</td>
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<tr>
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<td>2001 East Central Avenue Toledo, OH 43608</td>
<td>2000</td>
</tr>
<tr>
<td>Trumbull Correctional Institution</td>
<td>5701 Burnett Road Leavittsburg, OH 44430</td>
<td>1992</td>
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<td>Warren Correctional Institution</td>
<td>5787 St Rt 63 Lebanon, OH 54036</td>
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<tr>
<td>Institution</td>
<td>Inmate Population As of 06/15/2020</td>
<td>Security Level 1 Inmates</td>
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<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Allen Oakwood Correctional Facility</td>
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<td>593</td>
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<td>Belmont Correctional Institution</td>
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<td>1080</td>
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<td>Chillicothe Correctional Institution</td>
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<td>706</td>
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<td>Dayton Correctional Institution</td>
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<td>787</td>
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<td>Franklin Medical Center</td>
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<tr>
<td>Lebanon Correctional Institution</td>
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<td>1124</td>
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<td>980</td>
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<td>516</td>
<td>516</td>
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<td>Ohio Reformatory for Woman</td>
<td>2347</td>
<td>2346</td>
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<td>Ohio State Penitentiary</td>
<td>650</td>
<td>203</td>
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<td>1042</td>
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<td>Ross Correctional Institution</td>
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</table>
## Institution Demographics (Cont.)

<table>
<thead>
<tr>
<th>Institution</th>
<th>Inmate Population As of 1/7/13</th>
<th>Security Level 1 Inmates</th>
<th>Security Level 2 Inmates</th>
<th>Security Level 3, 4, 5 Inmates</th>
<th>Other Information</th>
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<tbody>
<tr>
<td>Toledo Correctional Institution</td>
<td>907</td>
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<td>60</td>
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<td>78</td>
<td>1198</td>
<td>RTU</td>
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</tbody>
</table>

**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
DRC Policies, Protocols and Guidelines

DRC policies can be reviewed and printed at: https://procure.ohio.gov/Zip/DRC126_CSP900122_Policies_Protocols_and_Guidelines.zip

<table>
<thead>
<tr>
<th>DRC Policy Description</th>
<th>DRC Document Name</th>
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</thead>
<tbody>
<tr>
<td>DRC Policy 10-SAF-08 – Facility Sanitation and Inspection Practices</td>
<td>DRC Production Guidelines</td>
</tr>
<tr>
<td>DRC Policy 34-PRO-07 – Background Investigations</td>
<td>DRC Policy 31-SEM-03 – Drug Free Workplace</td>
</tr>
<tr>
<td>DRC Policy 60-FSM-01 – Vegetarian Diets</td>
<td>DRC Policy 39-TRN-12 – Contractor Orientation</td>
</tr>
<tr>
<td>DRC Policy 60-FSM-03 – Department Food Products</td>
<td>DRC Policy 60-FSM-02 – Food Service Operations</td>
</tr>
<tr>
<td>DRC Policy 60-FSM-06 – Safety and Health Protection for Staff/Inmate Food Service Workers</td>
<td>DRC Policy 60-FSM-05 – Alternate Meal Service</td>
</tr>
<tr>
<td>DRC Policy 72-REG-01 - Institutional Religious Services</td>
<td>DRC Policy 68-MED-10 – Therapeutic Diets</td>
</tr>
<tr>
<td>DRC Nutrition/Dietetics Protocol D-4 – Guidelines for Evaluation of Food Allergies</td>
<td>DRC 10-SAF-12 – Chemical Control Guidelines</td>
</tr>
<tr>
<td>DRC Correctional Food Service Manual</td>
<td></td>
</tr>
</tbody>
</table>

Background investigation forms can be obtained at: Background Investigation Forms
ATTACHMENT FOURTEEN
DIET SUMMARY REPORTS FOR May 2020

The DRC May 2020 Diet Summary Reports for each institution are provided below.

ATTACHMENT FIFTEEN: SPECIFIED LIQUIDATED DAMAGES SCHEDULE

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

\[ \text{V x B x $100.00 per day} \]

\[ \text{V = Relative Value of Service Area} \]

\[ \text{B = Relative Value of the Breach} \]

<table>
<thead>
<tr>
<th>Services Area Inmate and Food Service</th>
<th>V Value = 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Breach</td>
<td>B Values</td>
</tr>
<tr>
<td>Failure to Staff</td>
<td>4</td>
</tr>
<tr>
<td>Failure of Staff</td>
<td>4</td>
</tr>
<tr>
<td>Failure to Document</td>
<td>1</td>
</tr>
<tr>
<td>Failure to Report</td>
<td>1</td>
</tr>
<tr>
<td>Failure to Comply with Other Applicable Standards</td>
<td>4</td>
</tr>
</tbody>
</table>

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 Policy Directives and Operating Procedures, ODRC Director’s Office Memorandum, State of Ohio Administrative Rules, and/or Correctional Mental Health Program Admission/Discharge Criteria and Guidelines.

SCHEDULE ADJUSTMENT. The $100.00 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 is Attachment One, Part One the State may assess specified liquidated damages in the amount of $250.00 per incident.
ATTACHMENT SIXTEEN: AGENCY CYCLE MENUS

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

- [Menus for Men](#)
- [Menus for Women](#)
The following is an example of the staffing levels at each DRC institution:

### DRC Food Service Staffing Levels

<table>
<thead>
<tr>
<th>Institution</th>
<th>Food Service Manager / Director</th>
<th>Food Service Supervisors</th>
<th>Lead</th>
<th>Kitchen Workers / Hourly Personnel</th>
<th>Total Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen-Oakwood Correction Facility</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>13</td>
<td>19</td>
</tr>
<tr>
<td>Grafton Correctional Institution</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>8</td>
<td>16</td>
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<tr>
<td>Lorain Correctional Institution</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>6</td>
<td>11</td>
</tr>
<tr>
<td>Mansfield Correctional Institution</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>10</td>
<td>16</td>
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<tr>
<td>Northeast Reintegration Center</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>6</td>
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<tr>
<td>Ohio State Penitentiary</td>
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<td>1</td>
<td>5</td>
<td>25</td>
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<td>Toledo Correctional Institution</td>
<td>1</td>
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<td>Trumbull Correctional Institution</td>
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<td>2</td>
<td>3</td>
<td>10</td>
<td>16</td>
</tr>
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<td>Correction Reception Center</td>
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<td>2</td>
<td>3</td>
<td>13</td>
<td>19</td>
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<td>2</td>
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<td>13</td>
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<td>2</td>
<td>1</td>
<td>16</td>
<td>20</td>
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<tr>
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<td>3</td>
<td>2</td>
<td>9</td>
<td>15</td>
</tr>
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<td>3</td>
<td>2</td>
<td>11</td>
<td>17</td>
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<td>Marion Correctional Institution</td>
<td>1</td>
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<td>2</td>
<td>16</td>
<td>22</td>
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<td>Pickaway Correctional Institution</td>
<td>1</td>
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<td>2</td>
<td>11</td>
<td>17</td>
</tr>
<tr>
<td>Ohio Reformatory for Women</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>12</td>
<td>17</td>
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<td>Belmont Correctional Institution</td>
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<td>15</td>
<td>20</td>
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<td>Chillicothe Correctional Institution</td>
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<td>3</td>
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<td>16</td>
<td>22</td>
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<td>3</td>
<td>3</td>
<td>10</td>
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</tr>
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<td>17</td>
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<td>17</td>
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<td>3</td>
<td>11</td>
<td>17</td>
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<td>1</td>
<td>3</td>
<td>1</td>
<td>16</td>
<td>21</td>
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<td>Warren Correctional Institution</td>
<td>1</td>
<td>2</td>
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<td>9</td>
<td>14</td>
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### Executive Staff

<table>
<thead>
<tr>
<th></th>
<th>District Managers</th>
<th>Dieticians</th>
<th>Dietetic Technicians</th>
<th>Operation Support Managers</th>
<th>Offender Program Manager</th>
<th>Vice President of Operations</th>
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<tbody>
<tr>
<td>Support Staff</td>
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<td>2</td>
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</tbody>
</table>

FSD = Food Service Director  
AFSD = Assistant Food Service Director  
Lead = Hourly employee (high end)