



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

MANDATORY USE CONTRACT FOR: OPERATION AND MANAGEMENT OF FOOD SERVICE

CONTRACT NUMBER: CSP901414

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

*Indicates Renewal through 06/30/17

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

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Rehabilitation and Correction as applicable.

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

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

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

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

www.ohio.gov/procure

*Indicates renewal through 06/30/17

PART ONE: EXECUTIVE SUMMARY

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

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

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

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

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

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

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

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

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

J. General Description of Food Service Department

Department of Rehabilitation and Correction

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

Each institution operated under the DRC follows a "Master Menu" planned in accordance with Recommended Daily Allowances as recognized by the National Academy of Sciences. The basic caloric requirement of the Master Menu is 2500-2600 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 is not more than thirty percent (30%) fat calories. The Master Menu is pork free. All Master Menus list standard portion sizes and are written to utilize the Armed Forces Military recipes. The average daily nutrient breakdown for the menu is as follows:

	Men	Women
Calories	2500 Min; 2600 Max	2250 min; 2350 max
Protein	105 grams +/- 2%	103 grams +/- 2%
Fat	< 30%	< 30%
Cholesterol	< 300 milligrams	< 300 milligrams
Sodium	< or equal to 3500 milligrams	< or equal to 3200 milligrams
Calcium	> or equal to 1300 milligrams	>or equal to 1300 milligrams

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

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

* Issued to notify removal of Beverage Processing Career Center (BPCC) and reference to milk effective with all orders issued on or after June 7, 2016.

K. Minimum Meal Service Requirements

Department of Rehabilitation and Correction

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

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

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

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

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

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

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

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

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

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

* Clarifies that the contractor will provide sack meals during clear-out events.

** Through mutual agreement, indicates cost sharing of paper products during extended periods of equipment outage.

****SUMMARY FORM

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

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

Payment will be made based on actual Midnight Census Count.

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

- ** Effective June 7, 2016, milk will be provided through Contract No. OT903714, Index No. LDC004. The Department of Rehabilitation and Correction will purchase milk from this contract and Aramark will credit the cost on the monthly invoice.
- *** ODRC may provide monthly meal incentives as part of the In2Work training program. Pricing is based on the Fresh Favorites plan.

All costs must be in U.S. Dollars.
 The State will not be responsible for any costs not identified.
 There will be no additional reimbursement for travel or other related expenses.

Send DRC invoices to:

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

- ** Indicates credit procedure for supplying milk requirements.
- *** Clarifies the allowance of incentive meals.
- **** Indicates repagination to page 6.

*CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP901414-1

DELIVERY: DAILY PER THE CONTRACT

Vendor ID#: 9983

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

TERMS: Net 30 Days

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

CONTRACTOR'S CONTACT: Mr. Mark R. Adams, V.P. Finance

Telephone: (215) 238-3000
Fax: (215) 238-8149
E-Mail: adams-mark@aramark.com

CONTRACTOR'S CONTACT: Mr. Vince Phipps, V.P. Operations

Telephone: (614) 396-1956
Cell Number: (765)-437-0254
Fax: (866) 298-9054
E-Mail: phipps-vince@aramark.com

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

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

* Indicates repagination to page 7.

*SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
5	01/13/17	Issued to indicate credit procedure for milk needs based upon approved menu requirements effective June 7, 2016; to clarify meal service requirements; and to indicate mutual agreement for sourcing supplies during extended equipment outages of more than ten (10) days.
4	02/15/16	Issued to notify of contractor contact update with this amendment.
3	03/01/16	Issued to notify of addition of Ohio State Penitentiary Camp and Toledo Correctional Institution Camp locations added to this contract, at cost neutral.
2	11/24/15	Issued to notify of mutually agreed to modifications of the average calories per meal. Changes to the meal plan shall remain cost neutral.
1	07/01/15	Issued to notify of a mutually agreed upon renewal, effective 07/01/15 – 06/30/17. Also the contractors contact has been updated.

* Indicates repagination to page 8.

*ATTACHMENT TWELVE
INSTITUTION LOCATIONS

DRC Institutions:

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

* Indicates repagination to page 9.

*ATTACHMENT TWELVE
INSTITUTION LOCATIONS

Institution	Address	Date Institution Opened
Ohio State Penitentiary Camp	878 Coitsville-Hubbard Rd Youngstown, OH 44505	1998, re-open 2016
Pickaway Correctional Institution	11781 St Rt 762 Orient, OH 43146	1984
Richland Correctional Institution	1001 Olivesburg Rd Mansfield, OH 44905	1998
Ross Correctional Institution	16149 St Rt 104 Chillicothe, OH 45601	1987
Southeastern Correctional Institution	5900 B.I.S. Rd Lancaster, OH 43130	1980
Southern Ohio Correctional Facility	1724 St Rt 728 Lucasville, OH 45699	1972
Toledo Correctional Institution	2001 East Central Avenue Toledo, OH 43608	2000
Toledo Correctional Institution Camp	2001 East Central Avenue Toledo, OH 43608	2000, re-open 2016
Trumbull Correctional Institution	5701 Burnett Road Leavittsburg, OH 44430	1992
Warren Correctional Institution	5787 St Rt 63 Lebanon, OH 54036	1989

* Indicates repagination to page 10.