

REQUEST FOR PROPOSALS

ADDENDUM # 2

ISSUED: 04/04/13

RFP NUMBER: CSP901414
INDEX NUMBER: LDC030

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

OPERATION AND MANAGEMENT OF FOOD SERVICE

Attached are page(s) to this Request for Proposal (RFP). Remove the corresponding page(s) from the existing RFP and replace with the attached.

Reason for Addendum. This addendum is issued to change the Executive Summary, Statement of Work, and make a correction to Attachment Ten.

PROPOSAL DUE DATE:
OPENING LOCATION:

April 24, 2013 by 1:00 p.m.
Department of Administrative Services
General Services Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1395

PART ONE: EXECUTIVE SUMMARY

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

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

* Once awarded, the term of the Contract will be from the award date, estimated to be September 8, 2013 through June 30, 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.

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

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

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

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

*Denotes changes to Purpose 3rd paragraph with bid addendum 2.

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

DYS is the juvenile corrections system for the state of Ohio. DYS is statutorily mandated to confine felony offenders, ages 10 to 21, who have been adjudicated and committed by one of Ohio's 88 county juvenile courts. During their stay with DYS, youth are engaged in programming that is designed to address their criminological and behavioral needs. Each of the DYS facilities also operates a year-round school that offers general curriculum as well as vocation opportunities. There are 464 youth incarcerated in four (4) correctional institutions. More than 500 offenders are under supervision by the Bureau of Parole. There are approximately 1,378 employees.

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

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

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

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

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

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

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

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

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

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

Food preparation must be maintained at all locations.

Offerors shall address the following items in their proposals:

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

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

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

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

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

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

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

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

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

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

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

DATES:

Firm Dates

RFP Issued:	February 15, 2013
Inquiry Period Begins:	February 15, 2013
Pre-Proposal Conference:	February 26, 2013 9:00 a.m. at Department of Rehabilitation and Correction
Site Visits:	March 6, 2013 through April 2, 2013
Inquiry Period Ends:	April 11, 2013, at 8:00 a.m.
Proposal Due Date:	April 24, 2013, by 1:00 p.m.

Estimated Dates

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

NOTE: These dates are subject to change.

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

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

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

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

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

DRC Institution Site Visits:	Ken Kopycinski Ken.Kopycinski@odrc.state.oh.us 614-752-0278
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DYS Institution Site Visits:	Dave Blackburn Dave.Blackburn@dys.ohio.gov 614-466-8629
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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.

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

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

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

*TERM. Unless this Contract is 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. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

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

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

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

*Denotes change to the Term with bid addendum 2.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT TEN

DRC COST SUMMARY FORM – PART 1

PRICING WITH BRUNCH MEAL ON MASTER MENU

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

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

ITEM 1 – PRICE PER MEAL BASED ON MEALS SERVED (WITH BRUNCH MEALS)

		9/8/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16	7/1/16- 6/30/17
1	Rate per Meal Served (Unit Price)				
2	Total Daily Rate per person (Item 1 x 3 meals rate)				
3	Estimated Daily Cost (Item 2 x 45,407* census)				
4	Estimated Annual Cost (Item 3 x 365 days)				
Average number of inmates served daily – 45,407 *					
Payment will be made only for actual meals served					

ITEM 2 – PER DIEM BASED ON MIDNIGHT CENSUS COUNT (WITH BRUNCH MEALS)

		9/8/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16	7/1/16- 6/30/17
5	Per Diem Daily Rate per Inmate for 3 Meals (Unit Price)				
6	Total Daily Per Diem Rate for all Inmates (Estimated) (Item 5 x 45,407* census)				
7	Estimated Annual Cost (Item 6 x 365 days)				
Total Average Daily Population as of January 2013 – 45,407 *					
Payment will be made based on actual Midnight Census Count. Midnight Census Count determined as per Attachment One: Work Requirements and Special Provisions, I. Scope of Work, Section Z. Daily Inmate and Juvenile Count/Meal Counts					

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

*Denotes correction to Average Daily Population with addendum 2.

ATTACHMENT TEN

DRC COST SUMMARY FORM – PART 2

PRICING WITHOUT BRUNCH MEAL ON MASTER MENU

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

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

ITEM 1 – PRICE PER MEAL BASED ON MEALS SERVED (WITHOUT BRUNCH MEALS)

		9/8/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16	7/1/16- 6/30/17
1	Rate per Meal Served (Unit Price)				
2	Total Daily Rate per person (Item 1 x 3 meals rate)				
3	Estimated Daily Cost (Item 2 x 45,407*census)				
4	Estimated Annual Cost (Item 3 x 365 days)				
Average number of inmates served daily – 45,407*					
Payment will be made only for actual meals served					

ITEM 2 – PER DIEM BASED ON MIDNIGHT CENSUS COUNT (WITHOUT BRUNCH MEALS)

		9/8/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16	7/1/16- 6/30/17
5	Per Diem Rate per Inmate for 3 Meals (Unit Price)				
6	Total Daily Per Diem Rate for all Inmates (Estimated) (Item 5 x 45,407*census)				
7	Estimated Annual Cost (Item 6 x 365 days)				
Total Average Daily Population as of January 2013 – 45,407*					
Payment will be made based on actual Midnight Census Count. Midnight Census Count determined as per Attachment One: Work Requirements and Special Provisions, I. Scope of Work, Section Z. Daily Inmate and Juvenile Count/Meal Counts.					

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

*Denotes correction to Average Daily Population with addendum 2.