

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

Received

JAN 06 2016

IDOA Contracts

229
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1. EDS Number: D12-6-02	2. Date prepared: 12/31/2015
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3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input checked="" type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>20</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other <u>AMENDMENT</u>

FISCAL INFORMATION

4. Account Number: 13430-10000.547012	5. Account Name: FOOD SERVICE
6. Total amount this action: \$0.00	7. New contract total: 602,731,576.10
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2006 <u>\$24,550,866.00</u>	Year 2011 <u>\$32,369,388.00</u>
Year 2007 <u>\$27,566,339.00</u>	Year 2012 <u>\$34,828,848.95</u>
Year 2008 <u>\$31,155,210.00</u>	Year 2013 <u>\$38,127,278.65</u>
Year 2009 <u>\$31,130,032.00</u>	Year 2014 <u>\$37,688,950.05</u>
Year 2010 <u>\$33,531,366.50</u>	Year 2015 <u>\$40,888,704.55</u>

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 12/1/2005	12. To (month, day, year): 6/30/2021
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# <u>5-90</u>	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

AGENCY INFORMATION

14. Name of agency: Correction	15. Requisition Number:
16. Address: Department of Correction Central Office 302 W WASHINGTON ST RM E334 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: John Schilling	18. Telephone #: 317/233-6499
19. E-mail address: jschilling@DOC.IN.GOV	

COURIER INFORMATION

20. Name: Nicholas Law	21. Telephone #: 317-232-5672
22. E-mail address: Nlaw@DOC.IN.GOV	

VENDOR INFORMATION

23. Vendor ID # 0000074786	25. Telephone #: 800-777-7090
24. Name: ARAMARK CORRECTIONAL SERVICES	
26. Address: 1101 MARKET STREET 27TH FL. PHILADELPHIA, PA 19107	
27. E-mail address: N/A	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE/IN-Vetera	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	91.7 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minority: <u>3.8</u> %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: <u>4.5</u> %
IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____ %
33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 11-12-2-1

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This amendment continues the gift basket program added in Amendment #8 for an additional period of six months or until ended earlier by the IDOC. There are no other changes to the contract length or consideration.

38. Justification of vendor selection and determination of price reasonableness:
VENDOR DETERMINED AFTER EVALUATING PROPOSALS RECEIVED UNDER RFP 5-90.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 1-4-16	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 1/14/16
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 1/25/16	46. Agency representative receiving from AG	47. Date Approved

RECEIVED

JAN 15 2016

**OAG-ADVISORY
Received**

JAN 11 2016

IDOA Contracts

**AMENDMENT #16
EDS #D12-6-02**

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State" or "IDOC") and Aramark Correctional Services (the "Contractor") approved by the last State signatory on July 1, 2005.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the Contract as follows, effective July 1, 2013:

1. The per-meal-rate of \$1.211 is increased by 2.34% to account for an annual cost of living increase as allowed for in the Contract. The per-meal-rate is hereby increased to \$1.239. This action increases the estimated cost of the Contract by \$858,480 annually or by \$1,716,960 over the remaining term.
2. The credit provided by the Contractor for menu modifications is hereby increased by 2.34%. The minimum credit is now \$511,700. This further reduces the cost of the Contract by \$11,700 annually or by \$23,400 over the remaining term.
3. The credit provided by the Contractor for contract administration is increased by 3.1%, which represents the average State employee salary increase for the past year. This credit is hereby increased to \$257,750. This further reduces the cost of the Contract by \$7,750 annually or by \$15,500 over the remaining term.
4. The Catering Fund provided by the Contractor is increased to include \$1,000 for the Plane Pull event, and increased to include \$500 for each of the ten IDOC Parole Districts, for a total increase to the Catering Fund of \$6,000.
5. Effective December 1, 2013, Contractor shall prepare and provide all kosher meals served in correctional facilities of the Indiana Department of Correction. These meals shall be provided by Contractor at the same cost as other meals. Contractor agrees that its kosher meal plan, kosher menu, and service of kosher meals, shall be certified kosher food and certified kosher production by a Rabbi or appropriate religious authority as often as necessary, and that Contractor's kosher meal plan and kosher menu shall be subject to approval by the IDOC before implementation. IDOC shall continue to be solely responsible for determining which inmates shall receive a kosher or other specialized diet and shall notify Contractor accordingly.

Notwithstanding IDOC's approval of Contractor's kosher-meal plan and kosher menu, Contractor acknowledges the State is relying on Contractor's experience that the meals provided by Contractor to IDOC offenders qualifying for kosher meals will not be violative of the rights of these offenders. All obligations set forth in the original contract shall remain in full force and effect.

After December 1, 2013, if a Court finds the meals served to offenders who qualify for kosher meals are violative of the rights of these offenders, the IDOC shall assist the Contractor in implementation of revised procedures for the production and service of such meals to the extent necessary to satisfy the Court. In such case, if appropriate, the Contractor and the IDOC agree to negotiate a reasonable increase in the per meal rate to account for any additional cost associated with the implementation of such revised procedures by Contractor.

For the avoidance of doubt, this Paragraph #5 is not intended, and shall not be construed, to confer any third-party beneficiary rights upon any parties other than the signatories hereto.

The parties agree to re-negotiate the terms of this clause at the time the number of IDOC offenders who qualify for kosher meals exceeds 200 offenders.

6. Contractor as part of its staffing shall provide a dedicated dietician to oversee the food services provided in this Contract. This dietician shall provide such oversight to only the food services provided to the IDOC. The dietician shall be responsible for the timely submission of all diets and menus.
7. This action adds an estimated \$1,678,060 (\$1,716,960 increase less \$38,900 credits/reductions) to the cost of the Contract. Total remuneration under the Contract shall not exceed \$325,230,939.70.
8. For avoidance of doubt, the terms and obligations contained in this Amendment #16 refer only to the terms and obligations between the IDOC and the Contractor, and not those between the FSSA-DMHA and the Contractor.
9. The State agrees to a reduction of Contractor's staffing levels at the New Castle Correctional Facility and Wabash Valley Correctional Facilities to a level to determined by the parties in exchange for Contractor providing at its own cost a tug, associated delivery equipment, and insulated serving trays for use with NCCF's Annex meal delivery and WVCF's Level 4 meal delivery system. Any reduction in staffing shall not diminish the quality services being provided. The implementation of this clause shall take place at a time to be agreed by the parties at a date subsequent to this Amendment.
10. The Contract is further amended by adding the following:
 - A. **Assignment of Antitrust Claims.** The Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
 - B. **Indiana Veteran's Business Enterprise Compliance.** If this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan, the following IVBE subcontractors will be participating in this Contract: **NOT APPLICABLE**

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE
	PERCENT				

If applicable, a copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. If applicable, failure to provide any subcontractor agreement may also be considered a material breach of this Contract. If applicable, the Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

If applicable, The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. If applicable, monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." If applicable, IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

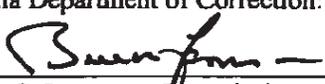
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Aramark Correctional Services:

By: 
Printed Name: Mark R. Adams
Title: Vice President Finance
Date: 11-19-13

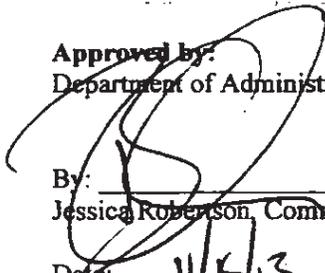
Indiana Department of Correction:

By: 
Bruce C. Lemmon, Commissioner
Date: 11-15-13

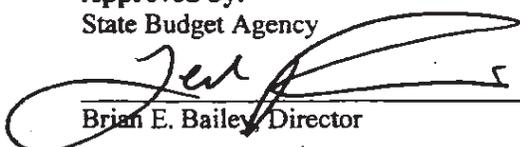
Approved by:
Indiana Office of Technology

NOT APPLICABLE
By: _____ (for)
Paul Baltzell, Chief Information Officer
Date: _____

Approved by:
Department of Administration

By:  (for)
Jessica Robertson, Commissioner
Date: 11/15/13

Approved by:
State Budget Agency

 (for)
Brian E. Bailey, Director
Date: 11/21/2013

APPROVED as to Form and Legality:
Office of the Attorney General

 (for)
Gregory F. Zoeller, Attorney General
Date: 11/22/13