REQUEST FOR PROPOSAL

RFP NUMBER: DRCP-12-0751
DATE ISSUED: OCT 20, 2011

The Ohio Department of Rehabilitation and Correction is requesting Proposals for:

COMPREHENSIVE CYTOTECHNOLOGY SERVICES
FRANKLIN MEDICAL CENTER

INQUIRY PERIOD BEGINS:	**10/20/2011**
INQUIRY PERIOD ENDS:	**11/07/2011**
OPENING DATE:	**11/10/2011**
OPENING TIME:	**3:00 PM Eastern Standard Time**
OPENING LOCATION:	**FRANKLIN MEDICAL CENTER (FMC)** **1990 Harmon Avenue** **Columbus OH 43223**
ATTN:	**Steven Sroufe, Business Administrator**

This RFP consists of eight (8) Parts and six (6) Attachments. Please verify that you have a complete copy.

TABLE OF CONTENTS

PART

I. General Instructions
II. RFP Timeframe Requirements
III. Site Visit Information
IV. Overview of Services
V. Scope of Work and Response Requirements
VI. Special Terms and Conditions
VII. Evaluation of Proposals and Contract Award
VIII. Evaluation Criteria

ATTACHMENTS

Attachment 1 Service Contract
Attachment 2 Offeror Profile
Attachment 3 Declaration Statements
Attachment 4 Cost Summary Sheet
Attachment 5 Proposed Contractor Schedule for Services
Attachment 6 Hourly Rate Summary Sheet

Document Library

In addition to the contents of this RFP, the Ohio Department of Rehabilitation and Correction (ODRC) has a library of materials that have a bearing on the Project. The library contains materials that are relevant to the contract services, but are not practical to include as part of this RFP. The document library contains the following:

- ACA Standards for Adult Correctional Institutions, 4th edition and subsequent yearly Supplements;
- ODRC policies and protocols.
- Liquidated Damage sample calculation
- Fussell Stipulation

Materials in the document library will be available to all prospective potential Contractors for review by appointment only. ODRC will maintain the document library during the inquiry period. Prospective potential Contractors who wish to view the materials in the document library may schedule an appointment with the Document Library contact person named under contacts.

Appointments will be scheduled at mutually convenient times during normal business hours, 8:00 a.m.- 4:00 p.m., Monday through Friday. Department personnel will not be available to answer questions on the content of the RFP, content of documents in the document library, or technical questions regarding the contracted services during these appointments.

PART ONE: GENERAL INSTRUCTIONS

I. GENERAL INSTRUCTIONS

A. Contacts

The following section provides 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.

The following Project Representative will represent ODRC during the Proposal process:

Name:	**Steven Sroufe, Business Administrator**
Institution:	**Franklin Medical Center**
Address:	**1990 Harmon Avenue, Columbus OH 43223**
Phone:	**614-445-5960 Ext 2004**
Fax	**614-445-7047**
Email:	**steven.sroufe@odrc.stste.oh.us**

During the performance of the Contract, a Project Representative will represent ODRC and will be the primary contact for matters relating to the Contract. ODRC will designate the Contract Monitor in writing at the time the contract is awarded.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.

The State 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 this RFP.

B. Inquiries/Clarifications

Offerors may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Timeframe Requirements. To make an inquiry, Offerors must use the following process:

Internet Inquiries. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Timeframe Requirements. To make an inquiry, Offerors must use the following process:

- Access the State Procurement web site at http://www.ohio.gov/procure;
- From the Navigation Bar on the left, select “Find it Fast”;
- Select “Doc/Proposal/Schedule #” as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with DRC followed by a number);
- Click the “Find It Fast” button;
- On the document information page, click the “Submit Inquiry” button;
- On the document inquiry page, complete the required “Personal Information” section by providing:
- First and last name of the prospective Offeror’s representative who is responsible for the inquiry,
- Name of the prospective Offeror,
- Representative’s business phone number, and
- Representative’s e-mail address;
- Type the inquiry in the space provided including:
- A reference to the relevant part of this RFP,
- The heading for the provision under question, and
- The page number of the RFP where the provision can be found; and
- 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. 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 using the following process:

- Access the State Procurement web site at http://www.ohio.gov/procure;
- From the Navigation Bar on the left, select "Find it Fast";
- Select "Doc/Proposal/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with DRC followed by a number);
- Click the "Find It Fast" button;
- On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

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

Inquiries and or requests for clarification about a specific portion of this RFP must reference the relevant part of this RFP and include the provision heading with the RFP page number. The inquiry must contain the name of the prospective Offeror, and prospective Offeror's representative who should receive the response, including the representative's business telephone and fax numbers.

Offerors who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with ODRC staff or any other agency of the State to discuss the Proposal may result in the Offeror being deemed not responsive.

C. Recruitment

Offerors shall not attempt to recruit an employee, subcontractor, or agent, of any current service provider while that person is engaged in providing services at an ODRC facility. Offerors who attempt to make such contacts may be deemed not responsive.

D. Proposal Deadline and Requirement

Each Offeror must submit **four complete, sealed, and signed** copies of its Proposal, with the outside of the envelope(s) clearly marked as indicated in PART TWO.

Acceptable delivery methods for submission of contractor Proposals are U.S. Mail, any over night or express delivery service, courier or hand delivery. All Proposals must be received at the submission address indicated within this RFP no later than 3 pm, Eastern Standard Time on the listed deadline date. No Proposals will be accepted after the deadline.

Submit Proposals to the ODRC RFP Project Representative named under the Contact.

ODRC may reject any Proposals or unsolicited Proposal amendments received after the deadline. ODRC will reject late Proposals regardless of the cause for the delay. Should a disagreement occur regarding delivery, the Offeror must provide evidence of delivery date and time.

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.

ODRC 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. ODRC may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the potential contractors responding to this RFP.

To protect the integrity of the evaluation and award process, Proposal responses will not be available for public viewing until after the contract has been officially awarded. Offerors may not contact ODRC staff, other contractors or any other member of the State to discuss their Proposal or to discuss any of the other responses to the RFP. Offerors who attempt to make such contacts may be deemed not responsive.

All Proposals and other submitted material will become the property of ODRC and will not be returned. The Offeror should not include proprietary information in a Proposal because ODRC maintains the right to use any materials or ideas submitted without compensation to the Offeror. Additionally, all Proposals will be open to the public after ODRC awards the Contract.

ODRC will retain all Proposals or a copy of them, as part of the contract file for the period of the contract and any subsequent renewals. After the retention period, ODRC may return, destroy, or otherwise dispose of the Proposals and copies.

E. Waiver of Defects

ODRC maintains the right to waive any defects in any Proposal or in the Offeror's submission process. ODRC will only waive immaterial defects if it believes that is in the ODRC's interest.

F. Proposal Instructions

The Contractor must organize each Proposal in a manner consistent with the order of this RFP and any attachments, if any.

ORDC wants clear and concise Proposals. Potential contractors should take care to completely answer questions and meet all RFP requirements.

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

ODRC will not be liable for any costs incurred by any Offeror in responding to this RFP, even if the ODRC does not award a Contract through this process. ODRC may decide not to award a service contract. It may also cancel this RFP and contract for these services through some other process or by issuing another RFP.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PART TWO: RFP TIMEFRAME REQUIREMENTS

II. RFP TIMEFRAME REQUIREMENTS

A. Firm Dates

RFP Issued:	**10/20/2011**
Inquiry Period Begins:	**10/20/2011**
Inquiry Period Ends:	**11/07/2011**
Proposal Due Date:	**11/10/2011by 3:00 PM Eastern Standard Time**
Selection of Proposed Contractor	**11/17/2011**
Controlling Board	**12/12/2011, if applicable**
Work Begins:	**1/2/2012**

Failure to meet a deadline, in the submission or evaluation phases or any objection to the dates for performance in the Proposal phase, may result in the ODRC not considering the Proposal of the Offeror.

B. Amendments to Proposals

Amendments or withdrawals of Proposals are allowed until 3:00 P.M., Eastern Standard Time, on the state Proposal Due Date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

C. Proposal Deadline and Requirement

Each Offeror must submit four complete, sealed, and signed copies of its Proposal, with the outside of each envelope clearly marked as:

"DRCP-12-0751 COMPREHENSIVE CYTOTECHNOLOGY SERVICES for FMC"

The term of this contract is from January 2, 2012 to June 30, 2013 with two optional two-year renewals.

The Contractor will schedule service times with the appropriate ODRC Institutional program administrative staff. The Contractor must provide services within hours that inmates are available as dictated by count, meal, movement schedules, and support staff availability. The Contractor will provide services in compliance with all federal, state, and local laws; rules of the Ohio Administrative Code, state licensure, certification, ODRC policies, standard operating procedures and protocols; ODRC Management Audit Standards pertaining to the services specified in this RFP as currently enacted and promulgated and as they may subsequently be amended and adopted, and the American Correctional Association (ACA).

PART THREE: SITE VISIT

III. SITE VISIT

A site visit is available at the designated institution(s) as scheduled with the Project Representative. In accordance with ODRC policy, no knives, firearms, cameras/photo equipment, recording devices, cell phones, computers and/or pagers will be allowed in the complex.

All potential contractors are strongly encouraged to participate in a site visit at the institution and are encouraged to review PART NINE: INSTITUTION DEMOGRAPHICS, prior to the visit. To arrange a site visit, please contact the project representative.

To allow time for security to arrange for visitation passes, names of all visitors must be disclosed at the time of visit scheduling. ODRC 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. All site visits must be scheduled at a time agreeable to the institution(s).

A. Directions to the Institution

Franklin Medical Center
1990 Harmon Avenue
Columbus, Ohio 43223
614-445-5960

From Columbus: Take I-71 South to Greenlawn Avenue exit. Turn South on Harmon Avenue. Institution is on right side of road.

Participants are not to attempt to recruit employees of any current service provider during the visit and are not to interact with any of the current contractor's staff. Questions should be held until after the tour of the facility. At the post-tour meeting, ODRC will answer questions. Potential Contractors are not to question Institution personnel or any current contractor.

There are references in this RFP to the Proposal due date. Prospective potential contractors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Proposals are due at the ODRC.

PART FOUR: PROVISION OF HEALTHCARE SERVICES OVERVIEW

IV. OVERVIEW OF SERVICES

Most ODRC institutions have a full service infirmary/clinic, to include physician services, nursing services, medical record clerks, x-ray technicians, phlebotomists, medical secretaries, pharmacy services, podiatry services and dental services. The medical service area in most institutions has x-ray capabilities, on-site phlebotomy, EKG services and a multitude of basic medical equipment. Prescriptions are filled in a timely manner and laboratory services are available through our centralized lab.

The inmates require primary care treatment of acute illness and management of chronic, communicable or infectious diseases. The Contractor will screen severe or life-threatening health problems and appropriately refer patients to the Institution Chief Medical Officer or local emergency department as indicated by the patient's condition. Specialty medical services may be requested through the Institution Chief Medical Officer for specialty clinics held at Franklin Medical Center in Columbus. Board certified specialty physicians from The Ohio State University Medical Center provide specialty physician services. The ODRC uses local emergency departments to treat and/or stabilize emergency conditions. Should an inmate patient require a further extensive diagnostic evaluation, surgery, or extended hospital stay, they are stabilized at the local hospital and transferred to the Franklin Medical Center or the Ohio State University Medical Center when able to safely travel.

At least one RN staffs every shift at a correctional institution. For non-emergency medical care, inmates use a sign-up system to request treatment. Nursing staff triage patients as the first line of care. The nursing staff will refer patients who require further evaluation or treatment to physicians or physician extenders for the next level of service.

is a skilled nursing facility which houses inmate patients with long-term health care needs, acute and pre and post operative care needs as well as palliative care.

All ODRC institutions have a dental clinic area that is furnished with basic dental equipment for the provision of primary dental care.

The lawsuit known as *Fussell, et al. v. Wilkinson, et al.* will have a significant impact on the Department's provision of medical services. This case was filed in October, 2003 in U.S. District Court, Cincinnati, Ohio as a class action lawsuit on behalf of all inmates committed to Ohio's prisons. The suit claims that care throughout the system is constitutionally inadequate and that Ohio's prison officials are deliberately indifferent to the known medical needs. Ohio and the plaintiffs' attorneys agreed upon and selected a team of highly qualified prison health care experts to review selected facilities. The lawsuit requires our Department to continue to assess the quality of inmate health care, and to face the implications honestly. Any potential modification of the services to be provided will be discussed with the contractor in place at that time.

PART FIVE: SCOPE OF WORK AND RESPONSE REQUIREMENTS

V. SCOPE OF WORK AND RESPONSE REQUIREMENTS

A. Objectives

ODRC has the following objective that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the people the Contractor provides are qualified to perform their portions of the Work:

The objective of this RFP is to solicit Proposals for the requested services to the Ohio Department of Rehabilitation and Correction at the institution(s) indicated. The successful Proposal will form the basis of a contract for such services, and be the minimum acceptable standard expected of the contractor throughout the term of the contract.

It is the intent of the ODRC to acquire a complete and operational program for these requested services. The Contractor's Proposal shall include any incidental items omitted from these specifications in order to deliver a working program and be in compliance with the specifications and requirements of this RFP. The Contractor's proposed service program, curriculum, staff and supplies must be fully identified, described and documented within the Proposal. All staff, supplies and other required components of this RFP must be included in the not to exceed firm, fixed, total price.

The Contractor must fully describe and document how they will fulfill the services as required by the RFP. The Contractor must provide services in a manner consistent with established standards of the American Correctional Association (ACA), the Ohio Department of Rehabilitation and Correction and all federal, state and local laws.

The Contractor will schedule service times with the appropriate ODRC Institution program administrative staff within hours that inmates are available as dictated by count, meal, movement schedules, and support staff availability.

B. Proposal Format

Each Proposal must include sufficient data to allow the evaluation team to verify the total cost for the Contractor to provide services 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, if a detailed plan has been requested, 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. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following, in this order and must be typed:

1. Cover Letter
2. Letter of commitment to provide the service from any and all proposed employees
3. Completed & Signed Declaration Statements, Attachment Three
4. Offeror Profile Summary, Attachment Two
5. Service Provider Profile Summary
6. Work Plan
   - A. Scope of Work
   - B. Potential Problem Areas
   - C. Staffing Plan
   - D. Project Management Methodologies
7. Proof of Workers' Compensation
8. Payment Address
9. Cost Summary
10. Completed W-9 IRS Form
11. Signed Copy of Service Contract
12. Signed DMA Certification
13. Copy of EEO Certification

Ohio Elections Law

A. Prohibition

State agencies whose directors or heads are appointed by the Governor are prohibited by Divisions (I) and (J) of Section 3517.13 of the Revised Code from awarding any noncompetitively Proposal contract for the purchase of goods or services costing more than $500.00 to an entity listed in those Divisions if a party listed in those Divisions or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to the Governor's campaign committee.

B. Individual, Partnership, Association, Estate or Trust

A vendor that is an individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust shall include in its Proposal an affirmative statement that, as applicable to the vendor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouses of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (I) of the Revised Code.

C. Corporation or Business Trust

A vendor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its Proposal an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of $1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (J) of the Revised Code.

Ohio Ethics and Conflict of Interest Laws

In accordance with Executive Order 2011-03K, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K; (2) it has reviewed and understands the Ohio ethics and conflict of interest laws; and, (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2011-3K is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

Equal Employment Opportunity

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

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website: http://www.das.ohio.gov/Eod/AAEEO.htm

1. **Cover Letter -** The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing the same or similar services as requested in this RFP. All services must comply with ACA Standards, any relevant licensure laws and related ODRC policies and protocols. The letter must also include the following:

   Minimum Required Response:
   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, address, telephone number, and fax number of a project representative who has authority to answer questions regarding the Proposal;
d. A list of all subcontractors or independent contractors, if any, that the Offeror will use to provide services;
e. A statement that the Offeror's Proposal meets all the requirements of this RFP.
f. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under ORC 9.24, prior to the award of a Contract arising out of this RFP, without notifying ODRC of such finding.

2. **Letter of Commitment from employees, subcontractors and/or independent contractors -** For each proposed subcontractor and/or independent contractor, the Offeror must attach a letter from the subcontractor and/or independent contractor, signed by someone authorized to legally bind the subcontractor and/or independent contractor, and must include the following information:

Minimum Required Response:

a. The subcontractor's legal status, tax identification number, and principal place of business address;
b. The name and phone number of someone who is authorized to legally bind the subcontractor to contractual obligations;
c. A description of the services that the subcontractor will provide;
d. A statement that the Offeror is solely responsible for any payments made to the subcontractor
e. A commitment to provide services at the specified site if the Offeror is selected;
f. A non-discrimination statement;
g. Information on any previous project partnering between the two organizations;
h. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP

3. **Completed and Signed Declaration Statements -** Attachment Three, to include:

Statement of Compliance - ODRC intends for the Contractor, all of the Contractor's employees and/or subcontractors to implement and comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODRC security policies, Standard Operating Procedures and Protocols of the Office of Correctional Healthcare, ODRC Management Audit Standards and ACA Standards pertaining to healthcare services as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted. The Contractor agrees that any students, interims, or residents, as part of a formal training program, will work under staff supervision commensurate with their level of training.

Minimum Required Response:

All Offerors who seek to be considered for an award of the Contract must submit a signed copy of Attachment Three, which contains the following paragraph:

> *The Offeror will provide services that comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODRC security policies, Standard Operating Procedures and Protocols of the Office of Correctional Healthcare, and ODRC Management Audit Standards and ACA Standards pertaining to the healthcare services specified in this RFQ as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted.*

Contract Performance - Attachment Three must be completed for the company or individual submitting the Proposal.

Conflict of Interest - 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, direct or indirect, which is incompatible with the fulfillment of these services. ODRC 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. Attachment Three.

4. **Offeror Profile Summary -** Using the form provided in Attachment Two, the Offeror must provide a five-year history of all contracts, for which the Offeror is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP. Information provided includes: Company name and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this RFP. Attachment Two may be reproduced as needed to respond to the mandatory requirements and desirable requirements as stated in this RFP.

5. **Service Provider Profile Summary -** Offeror must provide adequate and qualified personnel to provide the services listed in this RFP. The Offeror's proposed staffing plan is to begin with the established and stated acceptable minimum level of personnel, found in the Staffing Plan portion of Work Plan, and include the most efficient mix of both numbers of service providers and experience and/or licensure level of providers required to comply with the purpose and intent of this RFP. Each of the Offeror's proposed candidates must meet all of the applicable technical experience. The Contractor must engage only licensed and qualified personnel to provide professional coverage.

   At a minimum, the Offeror must name the following:

   Lead Service Provider Profile - The Offeror must designate one qualified, responsible service provider who will act as the contractor's point-of-contact for this contract. Failure to provide one qualified, responsible lead service provider will result in disqualification of the Proposal.

   The Responsible Cytotechnology Technician must have current Ohio licensure and either formal training or 24 months minimum experience in providing comprehensive cytotechnology technician services within the last three (3) years.

   The Offeror must provide the following documentation for all other candidates named in the Proposal

   1. A current resume or Curriculum Vitae for the proposed service provider(s); (Must include education, training, complete work history to include name of facility or organization, complete mailing address, name of an administrator or supervisor and a correct telephone number and an explanation of any gaps in employment)
   2. A copy of current applicable licensure of the proposed service provider, as delineated in the Scope of Services
   3. A copy of any other relevant certificates of education, training etc.

   ***Note: For each proposed subcontractor and/or independent contractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor in accordance with the requirements stated under the cover letter section of this attachment.**

   If Ohio licensure is required, any providers proposed at the time of Proposal submission must hold the applicable and valid Ohio licensure. Please submit verification of the service provider's standing with the applicable Ohio licensing board. The acceptability of any clinician with previous documented action by the board will be considered on a case-by-case basis.

   ODRC may reject any Proposal if an Offeror's candidate does not meet the minimum requirements for the position that the Offeror proposed the candidate to fill.

   Each candidate proposed by the Contractor at anytime during the term of this contract and any subsequent extensions, must meet all of the applicable technical experience. The Offeror <u>is not to</u> propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. The quality and level of the awarded staffing plan must be provided, by the Contractor, throughout the term of the Contract, unless prior approved waivers are granted by ODRC.

   The final Contractor will not remove or replace proposed candidates from the Work without providing written notice to the ODRC. The final Contractor must provide documentation to the ODRC as required

by this RFP (i.e. current resume or CV, DEA certificate, applicable current Ohio licensure, etc.) before any candidate is approved to provide services within an ODRC institution. The final Contractor must notify ODRC immediately of any service provider who has any licensure problems and must stop provision of services immediately by any service provider who becomes unlicensed, professionally impaired or is criminally prosecuted during the term of this contract.

The qualifications of Offeror personnel and/or subcontractors are material to the State's evaluation and subsequent award of the Contract. Any personnel and/or subcontractors identified in the Offeror's Proposal will be considered the standard by which any subsequent replacement personnel and/or subcontractors will be evaluated. ODRC may determine that any proposed replacement candidates meet the minimum qualifications of this RFP and still substantially reduce the value ODRC perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials ODRC decided to enter into a contract. Therefore, ODRC will have the right to reject any candidate that ODRC determines will provide diminished value.

The final Contractor will provide the institution with a resume, copy of licensure, certification or degree if applicable, a signed background investigation release statement, and written verification of successful completion of a drug screen test for any person recommended for placement at the institution at any time during the term of this contract and any subsequent extensions. The ODRC may request a drug screen test of any on-site provider that displays behaviors that indicate the use of drugs at any time during the term of this contract and any subsequent renewals. The cost of the drug screen test will be the responsibility of the Contractor. The drug screening must test for cocaine, amphetamines, PCP, THC (marijuana), and opiates. The institution will run computerized criminal history checks on each prospective service provider at no charge to the Contractor for the background investigation report. All Contractor's personnel and sub-contractors must pass background checks and comply with security regulations.

The final Contractor must show proof of current inoculations and/or screening tests for infectious diseases (e.g. Tuberculosis screening, Hepatitis B vaccinations, and any other inoculation or screening test as required by the Department) for each member of the Contractor's health care staff or other service providers as required by ODRC policy (both professional and clerical). The Contractor is required to update personnel files as necessary for the above.

The Offeror, its personnel and/or subcontractors are not employees of ODRC with regard to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code for state and federal tax law, state workers' compensation law, and state unemployment insurance law. The Offeror and subsequent Contractor accepts full responsibility for payment of all taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or deductions required for employees engaged by an Independent Contractor. ODRC shall not be liable for any taxes or premiums incurred by the Offeror and subsequent Contractor.

6. **Work Plan.** This section must fully describe the Offeror's approach, method and specific steps for providing services. The detailed Proposal must present and explain the Offeror's recommended approach to the project, including method of delivery for the following:

   A. Scope of Work
   The Offeror must respond to and demonstrate an understanding of the project scope "Scope of Work," and the nature of each activity. The Offeror must make this description as complete and as detailed as possible. The Offeror must indicate the following details in its explanation:

   - Which services will be performed by the Contractor and which services will be performed by a subcontractor;
   - Which services will be performed on-site at the facility and which services will be performed off-site, if any, at another selected facility or site;

   Overview of the Scope of Work below gives a summary of the Work.

Scope of Work
Comprehensive Cytotechnology Technician Services

The budgetary allocation for this service has been set at $33,500.00 annually. The term of this contract is January 2, 2012 to June 30, 2013 with two optional two-year renewals.

Franklin Medical Center Laboratory (FMCL) is a full service laboratory with customers from multiple state agencies. The laboratory area has a cytology room for the preparation and scanning of gynecological/cytology smears (PAPS). Franklin Medical Center Laboratory processes, reads and reports on approximately 400 PAP smears per month. The FMC Laboratory Staff will assume the responsibility of the specimen process, slide preparation and staining.

The Contractor agrees to provide on-site Comprehensive Cytotechnology Services for the Ohio Department of Rehabilitation and Correction (ODRC). The Contractor agrees to provide the specified services below and any other related laboratory services as part of the Contractor's total price for providing a comprehensive cytotechnology service. The Contractor agrees to do all of the following:

1) **Service Requirement**: Contractor agrees to examine or review PAP smears, approximately 4,000 slides.

   Minimum Required Response: The Contractor must provide a statement of agreement to examine or review PAP smears.

2) **Service Requirement:** Contractor agrees to read all PAP smears and report results within seven (7) days of receipt of the specimen.

   Minimum Required Response: The Contractor must provide a statement of agreement to read all PAP smears and report results within seven (7) days of receipt of the specimen.

3) **Service Requirement:** Contractor agrees to maintain all records in file format including slides and reports according to either the College of American Pathologists (CAP), Joint Commission or COLA guidelines whichever is applicable.

   Minimum Required Response: The Contractor must provide a statement of agreement to maintain all records in file format including slides and reports according to either the College of American Pathologists (CAP), Joint Commission or COLA guidelines whichever is applicable.

4) **Service Requirement:** Contractor agrees to enter all results of PAP smear readings into the Laboratory Information System.

   Minimum Required Response: The Contractor must provide a statement of agreement to enter all results of PAP smear readings into the Laboratory Information System.

5) **Service Requirement:** Contractor must keep all maintenance records on cytology equipment according to either the College of American Pathologists (CAP), Joint Commission or COLA guidelines whichever is applicable.

   Minimum Required Response: The Contractor must provide a statement of agreement to keep all maintenance records on cytology equipment according to either the College of American Pathologists (CAP), Joint Commission or COLA guidelines whichever is applicable.

6) **Service Requirement**: Contractor must refer to the Pathologist all abnormal findings and 10% of normal slides for quality assurance purposes according to either the College of American Pathologists (CAP), Joint Commission or COLA guidelines whichever is applicable.

Minimum Required Response: The Contractor must provide a statement of agreement to refer to the Pathologist all abnormal findings and 10% of normal slides for quality assurance purposes according to CAP guidelines.

7) **Service Requirement:** Contractor will be responsible for maintenance and/or replacement of equipment and/or tools damaged by negligence or abuse by Contractor, Contractor's staff and/or subcontractors. ODRC will be responsible for the cost of all supplies; maintenance costs of existing equipment and/or replacement equipment and tools.

   Minimum Required Response: The Contractor must provide a statement of agreement that the Contractor will be responsible for maintenance and /or replacement of equipment and/or tools damaged by negligence or abuse by the Contractor, Contractor's staff and/or subcontractors.

8) **Service Requirement:** Contractor must perform and pass all proficiency tests and control samples required to maintain either the College of American Pathologists (CAP), Joint Commission or COLA accreditation whichever is applicable, in cytopathology.

   Minimum Required Response: The Contractor must provide a statement of agreement that the Contractor will perform and pass all proficiency tests and control samples required to maintain either the College of American Pathologists (CAP), Joint Commission or COLA accreditation whichever is applicable, in cytopathology.

9) **Service Requirement:** Contractor will have use of all current equipment within the cytology room for provision of requested services. Repair and replacement of current equipment will be the responsibility of ODRC. Any additional equipment desired by the Contractor beyond what is provided by ODRC will be the responsibility of the Contractor.

   Minimum Required Response: Contractor will provide a statement of agreement that any additional equipment desired by the Contractor beyond what is provided by ODRC will be the responsibility of the Contractor.

10) **Service Requirement:** The Contractor must provide requested services through the use of personnel and/or subcontractors that have graduated from an accredited cytotechnology school and are certified as a Cytotechnologist by the American Society of Clinical Pathologists (ASCP). Certification must be maintained by all persons who provide services during the term of this contract.

    Minimum Required Response: Contractor must provide proof of graduation from an accredited cytotechnology school and certification by the American Society of Clinical Pathologists (ASCP) at the time of proposal submission.

11) **Service Requirement:** All of the Contractor's employees and/or subcontractors agree to provide services in compliance with all federal, state and local laws; state and federal licensure, certification or registration requirements; ODRC security protocol; appropriate standards of medical care; ACA standards, the College of American Pathologist and the Clinical Laboratory Improvement Act.

    Minimum Required Response: The Contractor must provide a statement of agreement to provide services in compliance with all federal, state and local laws; state and federal licensure, certification or registration requirements; ODRC security protocol; appropriate standards of medical care; ACA standards, the College of American Pathologist and the Clinical Laboratory Improvement Act.

Contractor will have access to all laboratory equipment for provision of requested services. Repair and replacement of current equipment will be the responsibility of ODRC. Any addition al equipment, equipment repairs, maintenance or upgrades mandatory for accreditation and/or licensure will be the responsibility of ODRC. Any additional equipment desired by the

Contractor beyond what is provided by ODRC will be the responsibility of the contractor. ODRC will be responsible for the cost and provision of required laboratory supplies and personnel.

B. Potential Problem Areas

The Offeror must identify any potential problem areas and recommend solutions for those identified problem areas.

C. Staffing Plan

The Offeror must provide a description of a staffing plan that demonstrates an understanding of the project scope based on the cluster or institution specific demographics provided. In the instance where an Offeror has been awarded or, is being considered for award of, additional health care contracts for the State of Ohio, the Department of Rehabilitation & Correction may require, prior to award, a revised staffing plan or statement that confirms the Offeror's ability to provide the expected level of service for this specific requirement.

Minimum Required Response:

The details of the staffing plan must include:

1) The contractor must provide a detailed plan of how on-site services will be provided. The plan must meet the established and stated minimum level of personnel as referenced above and include the most efficient mix of both numbers of service providers and experience and/or licensure level of providers required to comply with the purpose and intent of RFP. In addition, the contractor must provide the number of on-site hours that will be provided on a weekly basis for each position. Use Attachment Five to show detail schedule date and time for each onsite provider. The final schedule will be mutually agreed upon between the institution and selected provider.
2) Recruitment plan.
3) Detailed plan for addressing excessive backlogs or delays in the provision of services as specified in the Scope of Work or in the temporary absence of the usual service provider(s).
4) Describe the orientation process for new on-site staff and/or sub-contractors to the correctional healthcare environment.

D. Project Management Methodology

The Management Plan must be as complete as possible at the time of submission. It must contain the following:

Minimum Required Response:

1) Describe the Offeror's proposed organization(s) and management structure responsible for fulfilling the Contractor's requirements and provide a proposed table of organization. The table must reflect the corporate suspension of all line staff, and administrative staff responsible for functional service delivered on-site and off-site.
2) Describe the nature and qualifications of any proposed management staff.
3) Describe the Offeror's recruiting capabilities and the Offeror's ability to respond to acute recruitment needs prior to the start of the Contract.

If the Offeror chooses to use any subcontractors and/or independent contractors, this part of the Offeror's Proposal must describe its approach to effectively manage its subcontractors.

7. Proof of Workers' Compensation Insurance. The Contractor must carry and show proof of current coverage for Workers' Compensation for all employees, subcontractors and independent contractors under this contract. The Contractor agrees and understands that ODRC shall not provide Workers' Compensation coverage for the contractor, employees of the contractor or any subcontractors. Sole proprietors and staffing agency companies are also subject to comply with all Workers' Compensation insurance requirements.

Minimum Required Response:

The Offeror must provide proof of Workers' Compensation coverage and must maintain coverage for the term of this contract and any subsequent renewals (a copy of a current certificate) for the following insurance policies:

- Workers' Compensation coverage, as required by Ohio law. This shall cover all employees of the Independent Contractor. Any service providers acting, as subcontractors must also show proof of current Workers' Compensation coverage.

All insurance policies must remain in effect during the term of this contract and any subsequent renewals. The Contractor must continue to provide proof of current coverage for each policy any time a previous certificate expires.

8. **Payment Address**. The Offeror must provide an address for payments.

9. **Cost Summary**. Using the form provided as Attachment Four, Offerors must indicate pricing in the form of a monthly comprehensive rate. Offerors may not reformat this form. Reformatting may result in the rejection of the Offeror's Proposal. In addition, the contractor must provide the number of hours of service to be provided at each institution, for each type of on-site service provider. After the evaluation committee has determined a preferred contractor, the contractor, prior to award, must submit Attachment Six, detailing the hourly rate (salary and benefits) that the employee will be paid. This will be used for calculating penalties when services are not provided in accordance with the proposed staffing plan schedule.

ODRC will not be liable for any costs the Offeror does not identify in its Proposal.

The successful Offeror will invoice for services on a mutually agreed upon schedule. The schedule is for the convenience of the contractor and represents lump sum payments from their fee for services rendered. Payment will be made within thirty days upon receipt of a proper, correct invoice and documentation of completion of work, in compliance with O.R.C. 126.30.

10. **W-9 Form.** The Offeror must complete a W-9 form in its entirety. At least one original W-9 form must be submitted, completed in blue, not black, ink. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the cover letter, which Proposal is the original. The W-9 form may be accessed and downloaded at the following website: http://www.irs.gov/faqs/faq12-5.html

11. **Signed Copy of Service Contract.** The Offeror must complete the following sections of the Contract provided as Attachment One of this RFP and return the original with its Proposal. DO NOT FILL IN ANY OTHER SECTIONS OF THE CONTRACT FORM:

    Page 36 Article 30: Execution
    Signature of Contractor
    Printed Name of Contractor / Date

12. **Completed Pre-Certification for Declaration of Material Assistance (DMA) / NonAssistance to Terrorist Organization**
    The Contractor must **complete** the DMA Pre-Certification Form. The form may be accessed at the following website:
    http://homelandsecurity.ohio.gov/dma/dma_forms.asp
    Click on "DMA for funding and business contracts" (form HLS 0036 3/11)

13. Completed Affirmative Action Program Verification Form

The Contractor must **complete online** and have on file with the DAS Equal Opportunity Division to comply with affirmative action requirements.

To access, submit and complete EOD (Equal Opportunity Division) forms:

1. Select URL: http://business.ohio.gov/efiling/
2. Create a business account on the Ohio Business Gateway (OBG) webpage
   - ✓ Multiple users can be created for one business
   - ✓ Additional Users must be created by the administrator of the business account
3. Log In — User Name and Password
4. Select Service — Equal Opportunity Division
5. Select type of FORM (**Affirmative Action Program Verification**)
6. Complete fields on form
   - ✓ Fields that require dollar amount – do not insert $ or ,
   - ✓ Look for "Help Bubbles"
7. Review Summary Page for accuracy
   - ✓ Errors found – select Back button at bottom of screen / revise desired field(s)
   - ✓ Print page for record keeping
8. Summary Page — Select "Accept Data"
9. **Check Out** — Home Page — Select **"Checkout (File and Pay)"**
10. Print Confirmation Page for record keeping
11. Forms will not be accessible to the Equal Opportunity Division until the following business day

PART SIX: SPECIAL TERMS AND CONDITIONS

VI. ADDITIONS TO THE STANDARD CONTRACT TERMS AND CONDITIONS: The following Additions to the Contract Terms and Conditions do hereby become a part hereof.

Orientation: The Contractor agrees that all on-site providers must attend an orientation session prior to entering the Institution in accordance with ODRC Policy 39-TRN-12. The Contractor shall be financially responsible for the provider's time to attend this orientation. The Institution will provide the instructors and the training site.

Invoice Adjustments: The ODRC may deduct from its payment on an invoice for vacancies in the minimum posts specified in the Staffing Plan, Work Plan. The amount to be deducted shall be the cost of the position as reported in the hourly-rate section of the pricing pages. This adjustment shall not be considered a form of liquidated or actual damages to compensate the ODRC for the consequences of the vacancy, but is a payment adjustment for a service not provided or received, as required by the Proposal contract award.

Penalties: If the contractor fails to satisfy its obligations, ODRC may, in addition to its right to declare the contractor in default or, impose against the contractor monetary penalties. The ODRC may waive or reduce penalties at its discretion for unusual circumstances. Hourly penalties shall be determined individually for each facility receiving services. The contractor must provide the number of hours of service the ODRC will be provided at the institution and the hourly rate (salary and benefits documented on Attachment Eight) that the employee will be paid for each type of on-site service provided. This will be used for calculating penalties when services are not provided in accordance with the Contract. After thirty (30) days, a staff vacancy may also be subject to an assessment of liquidated damages without the necessity of written notice.

Liquidated Damages: In the event of a breach by Contractor in any of the defined areas, the ODRC may withhold, as liquidated damages, the monetary amounts calculated by the formula below. In the interest of promoting cooperation and the successful accomplishment of the objectives of this Contract, the ODRC will have discretion to apply or waive liquidated damages for any occasion of Breach. The ODRC is not obligated to assess liquidated damages before availing itself of any other remedy. Liquidated damages may continue to be withheld until the Contractor cures the breach. Liquidated damages represent solely the damages and injuries sustained by the ODRC in losing the benefits of the Contract.

Definitions

1. **Breach of Contract:** A party shall be deemed to have breached this Contract if any of the following occurs:
   - Failure to perform in accordance with any term, condition or provision of the Contract;
   - Partial performance of any term, condition or provision of the Contract; or
   - Any act prohibited or restricted by this Contract

2. **Failure to Staff –** The Contractor has failed to staff the area in question, in accordance with the approved Staffing Plan, or failed to hire within the required time frames thereby having a Position Vacancy.

3. **Failure of Staff –** the staff of the Contractor assigned to the area has not performed the duties as required by the contract.

4. **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.

5. **Failure to Report –** the Contractor has failed to submit required reports; failure to report incidents or other information to the State as required by the contract.

6. **Failure to Comply with Other Standards –** the Contractor has failed to comply with any Federal, State or local law and ordinances, ACA Standards, NCCHC Standards (if applicable), ODRC Policy Directives and Standard Operating Procedures and Protocols, or Legal Settlements, and Operating Procedures, ODRC Director's Office Memorandum, State of Ohio Administrative rules, ODRC Chronic Care Guidelines, ODRC Transportation Policy and/or Corrections Mental Health Program Admission/discharge Criteria and Guidelines.

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

- ***Breach Weight*** times **Daily Breach Value** times ***Duration of Breac*h** = ***Penalty***

Breach Weight values are hereby noted below:

Breach	**Weight**
• Failure to Staff	5
• Failure of Staff	5
• Failure to Document	4
• Failure to Report	3
• Failure to Comply with Other Standards	5
Total Breach Weight:	22

Daily Contract Value is determined by the total Contract Value divided by 365days in effect .
Daily Breach Value is determined by the Daily Contract Value divided by the Total Breach Weight

A sample calculation is available in the document library.

VII. EVALUATION OF PROPOSALS AND CONTRACT AWARD

A. Rejection of Proposals

ODRC may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that ODRC believes is excessive in price or otherwise not in its interests to consider or accept. Additionally, ODRC may cancel this RFP, reject all the Proposals, and seek services through a new RFP or other means.

B. Evaluation of Proposals Generally

The evaluation process may consist of up to five distinct phases:

1. Initial Review
2. The Evaluation Team's Evaluation of the Proposals
3. Offeror's Performance History with Other Jurisdictions
4. Request for More Information (Interviews, Presentations, and/or Demonstrations)
5. Contract Negotiations

It is within the purview of the evaluation team to decide whether phases four and five are necessary. The team has the right to eliminate or add phases if the team believes doing so will improve the evaluation process

C. Clarifications & Corrections

During the evaluation process, the evaluation team may request clarifications from any Offeror under consideration and may give any Offeror the opportunity to correct defects in its Proposal if ODRC believes doing so does not result in an unfair advantage for the Offeror and it is in ODRC's interests.

During the evaluation process, unless clarifying information is requested by ODRC as part of the evaluation process, any attempt on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror, to submit correspondence that is determined by ODRC to be an attempt to compromise the impartiality of the evaluation, or any attempt on the part of the Offeror to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the Offeror.

D. Initial Review

The ODRC will review all Proposals for their format and completeness. The ODRC may reject any incomplete or incorrectly formatted Proposal, though they may also elect to waive any immaterial defects or allow a Offeror to submit a correction.

E. Team Review of the Proposals

Each member of the evaluation team will evaluate and numerically score each Proposal forwarded to it. The evaluation will be according to the criteria contained in PART EIGHT of the RFP. The evaluation team has a right to break these criteria into components and weight any components of a criterion according to their perceived importance. The evaluation team will then meet and review each Offeror's scores and come to an agreement on a consensus score.

The evaluation team may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The evaluation team may also seek reviews of end users of the Work or the advice or evaluations of other State teams that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations and advice, the evaluation team will first decide, in writing, how to incorporate the results in the numerical scoring of the Proposals. The evaluation team 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. Those Offerors submitting the highest rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the evaluation team's discretion, but regardless of the number of

Proposals selected for the next phase, they will always be the highest rated Proposals from this phase. At any time during this phase, the evaluation team may ask a Offeror to correct, revise, or clarify any portions of its Proposal.

The evaluation team 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.

Once the technical merits of a Proposal are considered, as described in this section, the costs of that Proposal will be considered. But it is within the evaluation team's discretion to wait to factor in a Proposal's costs until after any interviews, presentations and discussions are held. Also, before evaluating the technical merits of the Proposals, the evaluation team may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the evaluation team may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The evaluation team will then divide the Offeror's total not-to-exceed fixed price for the Work by the Proposal's totaled score based on the points received from the evaluation of the Proposal's technical merits. One or more of the Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposal(s) selected to be considered in the next phase would always be the highest-ranking Proposal(s) based on this analysis. That is, the evaluation team may not move a lower ranking Proposal to the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any Proposals that the evaluation team disqualifies because of excessive cost or other reasons. Alternatively, if there is to be no more phases because the evaluation team feels they are unnecessary or inappropriate, the Proposal with the lowest cost per point ratio will be awarded the Contract.

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

This RFP 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 the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

F. Offeror's Performance History with Other Jurisdictions

Offeror's must provide a list of all contracts performed within the past five years, for which the Offeror is providing, or has provided under any previous corporate name or identity, similar services. Using the form provided as Attachment Two, Offerors must identify three references from previous contracts of similar size and complexity to the scope of this RFP. A reference check questionnaire will be sent to the three references provided by the Offeror. If the Offeror has previous experience with ODRC, the Bureau of Medical Services will complete the questionnaire based on the Offerors performance history as documented by Notice of Non-Performance and Complaint to Contractor forms on file as of February 1, 2005. The ODRC questionnaire will count as one of the three required reference checks.

The evaluation team will consider a Offeror's past performance as a scored criteria in the evaluation process. The questionnaire point total will be used to determine the Contract Performance score in PART EIGHT of the RFP.

G. Interviews, Presentations and Demonstrations

The evaluation team may require an Offeror to interview with the evaluation team regarding their Proposal. Such presentation, demonstrations, and interviews provide the Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the RFP content. These presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation team. This phase of the evaluation is not an opportunity for the Offeror to engage in any negotiations over the form of the Proposal or required scope of the work.

The evaluation team will not numerically rank interviews, demonstrations, and presentations. Rather, the evaluation team may decide to revise existing Proposal evaluations based on the interviews, demonstrations and presentations.

H. Background Investigations

All Contractor personnel must pass a background investigation conducted by ODRC as a requisite under this contract. ODRC will conduct a computerized check through a national database and with applicable Ohio licensing agencies. The cost of this investigation will not be the responsibility of the Offeror.

I. Financial Ability

The evaluation team may insist that an Offeror submit financial documents for the past three years if the evaluation team is concerned that an Offeror may not have the financial ability to carry out the Contract. This is not an essential element of the initial evaluation phase, but may be requested at any time. If the evaluation team finds that the Offeror's financial ability is not adequate, they may reject the Proposal despite its other merits.

J. Contract Negotiations

The final phase of the evaluation process may be contract negotiations. The evaluation team will schedule all negotiations. The selected Offeror(s) must negotiate in good faith. The evaluation team may conduct negotiations with any Offeror who submits a competitive Proposal, but the evaluation team may limit discussions to specific aspects of the RFP. Neither the Team, nor a Offeror, may disclose to another Offeror a priced Proposal or any other material information derived from competing Proposals. The Offeror as described below will reduce any oral modification of a Proposal to writing.

It is entirely within the discretion of the evaluation team whether to permit negotiations. A Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The evaluation team is free to limit negotiations to particular aspects of any Proposal, to limit the potential contractors with whom the evaluation team wants to negotiate, or to dispense with negotiations entirely. The evaluation team will normally negotiate to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, the evaluation team may negotiate with the next Offeror in ranking. Alternatively, the team may decide that it is in the interests of ODRC to negotiate with all the remaining potential contractors to determine if negotiations lead to an adjustment in the ranking of the remaining potential contractors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of ODRC 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 potential contractors, and the Evaluation Team will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

ODRC may disqualify from consideration any Offeror that seeks to gain access to the contents of another Offeror's Proposal.

Any negotiated changes will be reduced to writing and become part of the contract file open to public inspection. The Offeror will submit a signed, written notice of change to the evaluation team within five business days. If the evaluation team accepts the change, the team will give the Offeror written notice of the Team's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

K. Failure to Negotiate

If a Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, ODRC 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.

L. Contract Award

The contract will be awarded to the Offeror whose Proposal is the lowest cost per point ratio to the ODRC. ODRC plans to award the Contract no later than the date specified in PART TWO of this RFP, if ODRC decides the Contract is in its best interests and has not changed the award date. If the value of the contract is $50,000 or more, or if this contract combined with any other contract(s) that the contractor holds with ODRC will total $50,000 or more for the period of work designated in this contract, the contract will need the approval of the Ohio Controlling Board, and any announcement of award is contingent upon that approval.

In awarding the Contract, ODRC will issue an award letter to the selected Contractor. The Contract will not be binding on ODRC until the ODRC's duly authorized representatives sign the Contract, the ODRC issues a purchase order and all other prerequisites identified in the Contract have occurred. The selected Offeror will receive an executed copy of the contract.

ODRC expects the Contractor to commence the work on the Work Begins date specified in PART TWO of this RFP and ODRC will issue a purchase order under the contract.

M. Contract

If this RFP results in a Contract award, the Contract will include this RFP, written amendments to this RFP, the Contractor's Proposal Letter, and written, authorized amendments to the Contractor's Proposal. These contract elements will be incorporated into the standard ODRC Service Contract format (see Attachment One). The Contract may also include any materials incorporated by reference in the above documents. The general terms and conditions for the Contract are contained in the Personal Service Contract attachment to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. This RFP, as addended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, purchase orders, 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 amendment or change order will take precedence over anything else that is part of the Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PART EIGHT: PROPOSAL EVALUATION CRITERIA

VIII. EVALUATION CRITERIA COMPREHENSIVE PHYSICIAN SERVICES

Proposal Evaluation Criteria. In the Proposal evaluation phase, the evaluation committee will rate the Proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

Criteria	Weight	Does Not Meet	Meets	SCORE
1. Cover Letter	1	0	1	
2. Letter or written, signed and dated statement that the proposed practitioner (whether they are an employee, subcontractor, independent contractor or the actual vendor) is aware they are being proposed and that they agree to provide the service at this location as cited in attached staffing plan	1	0	1	
3. Completed & Signed Declaration Statements, Attachment Three	1	0	1	
4. Offeror Profile Summary, Attachment Two	1	0	1	
5. Service Provider Profile Summary	1	0	1	
6. Work Plan	1	0	1	
7. Proof of Workers' Compensation Coverage	1	0	1	
8. Payment Address	1	0	1	
9. Cost Summary	1	0	1	
10. W-9 Form	1	0	1	
11. Signed Copy of Service Contract	1	0	1	
12. Signed DMA Certification	1	0	1	
13. Copy of EEO Certification	1	0	1	

Requirement	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
Work Plan						
1. Contractor has provided a statement of agreement to scan and review PAP smears.	1	0	5	7	9	
2. Contractor has provided a statement of agreement to read all PAP smears and report results within seven (7) days of receipt of the specimen.	2	0	5	7	9	
3. Contractor has provided a statement of agreement to maintain all records in file format including slides and reports according to College of American Pathologists (CAP) guidelines.	2	0	5	7	9	
4. Contractor has provided a statement of agreement to enter all results of PAP smear readings into the Laboratory Information System.	2	0	5	7	9	
5. Contractor has provided a statement to keep all maintenance records on cytology equipment according to CAP guidelines.	1	0	5	7	9	

Requirement	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
6. Contractor has provided statement to refer to the Pathologist all abnormal findings and 10% of normal slides for quality assurance purposes according to CAP Guidelines.	2	0	5	7	9	
7. Contractor has provided a statement of agreement that the Contractor will be responsible for maintenance and/or replacement of equipment and/or tools damaged by negligence or abuse by the Contractor, Contractor's staff and/or subcontractors.	1	0	5	7	9	
8. Contractor has provided a statement of agreement to perform and pass all proficiency tests and control samples required to maintain CAP, Joint Commission or COLA accreditation.	2	0	5	7	9	
9. Contractor has provided a statement of agreement that any additional equipment desired by the Contractor beyond what is provided by ODRC will be the responsibility of the Contractor.	2	0	5	N/A	N/A	
10. Contractor has provided proof of graduation from an accredited cytotechnology school and certification by the American Society of Clinical Pathologists (ASCP).	3	0	5	N/A	N/A	
11. Contractor has provided a statement agreeing to provide services in compliance with all federal, state and local laws; state and federal licensure, certification or registration requirements; ODRC security protocol; appropriate standards of medical care; ACA standards, the College of American Pathologist and the Clinical Laboratory Improvement Act.	3	0	5	N/A	N/A	

Potential Problem Areas	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
1. Potential problem areas or obstacles to the provision of services discussed. If any issues are identified, potential solutions should be proposed.	1	0	5	N/A	N/A	

Staffing Plan	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
1. Schedule of how proposed on-site services will be provided; including the most effective mix of both numbers of service providers and experienced/licensed providers, and detailed schedule date and time for each onsite provider.	3	0	5	7	9	
2. Recruitment Plan	2	0	5	7	9	
3. Plan to address Excessive Patient Waiting Times	2	0	5	7	9	
4. Orientation Plan	1	0	5	7	9	

Project Management Methodology	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
1. Explanation of Contractor's Table of Organization.	1	0	5	7	9	

Offeror Mandatory Requirement

Requirement	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
1. Minimum of twenty-four month documented experience in providing Cytotechnology services.	1	Reject	5 (24 mos.)	7 (36-60 mos)	9 (61+ mos)	

Personnel Mandatory Requirements for Cytotechnologist

Requirement	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
1. Documented experience in providing cytotechnology services within the past three years.	1	Reject	5 (24 mos)	7 (25-36 mos)	9 (36+ mos)	
2. Current certification by the American Society of Clinical Pathologists (ASCP)	1	Reject	5	N/A	N/A	

Personnel Desirable Requirements for Cytotechnologist

Requirement	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
1. Twelve months experience in a correctional healthcare program.	2	0	5	7 (12+ mos)	N/A	
2. Twelve months in a managed healthcare environment.	2	0	5	7 (12+ mos)	N/A	

ATTACHMENT ONE: SERVICE CONTRACT

FOR OFFICE USE ONLY:

Contract No.	Fund	ALI
Dept.	**Program**	**OAKS Vendor ID No.**

PURCHASE CONTRACT
BETWEEN THE
OHIO DEPARTMENT OF REHABILITATION AND CORRECTION –
FRANKLIN MEDICAL CENTER

And

THIS AGREEMENT is made and entered into effective **January 2, 2012** by and between the Ohio Department of Rehabilitation and Correction, **Franklin Medical Center** (hereinafter collectively referred to as "Agency"), located at **1990 Harmon Avenue, Columbus OH 43223** and _____ (hereinafter referred to as "Contractor"), located at _____ (hereinafter referred to as "Contract").

WHEREAS, Agency desires to engage Contractor to provide **Cytotechnology Services**, to the Agency;

WHEREAS, pursuant to Section 5120.09 of the Ohio Revised Code, Agency may enter into agreements with contractors to effectuate the purposes for which Agency was created;

WHEREAS, Contractor desires to provide such services and/or such goods in accordance with the terms and conditions prescribed by Agency; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF CONTRACT

1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Contract. It is specifically understood that the nature of the services and/or goods to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services and/or goods. Agency thus reserves the right to cancel this Contract should Agency at any time be dissatisfied with Contractor's performance of its duties under this Contract.

1.2 Agency enters into this Contract in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

1.3 Contractor shall provide services and/or goods and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.

1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article VI., Termination of Contractor's Services and/or Goods. All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.

1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

ARTICLE 2: SCOPE OF SERVICES AND/OR GOODS

2.1 If the purchase was not solicited, the Contractor shall provide

(If additional space is needed, then attach an additional page headed "Continuation of 2.1" which is attached hereto and incorporated herein.)

If solicited, the solicitation (number _____DRCP-12-0751_____) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

2.2 The Contractor's Agency contact person for this Contract is **Institution Health Care Administrator** who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.

2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.

2.4 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

ARTICLE 3: TIME OF PERFORMANCE

3.1 This Contract shall remain in effect until the work described in Article II, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services and/or Goods, whichever is sooner.

3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire on **June 30, 2013.**

Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 18 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract. **This contract may be renewed for the next two biennia.**

3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13 (campaign contribution), O.R.C. Section 127.16 (controlling board), or O.R.C. Chapter 102 (public officers – ethics).

ARTICLE 4: COMPENSATION

4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of **$_____.**

4.2 The total amount due was computed according to the following payment schedule: **_____.**

4.3 Contractor shall submit an invoice for the compensation incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services and/or goods provided and total amount due. Upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.

4.4 Invoice Requirements. The Contractor must submit an original invoice with three copies (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

The purchase order number authorizing the delivery of goods or services. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

4.5 Payment Due Date. Payments under this Contract will be due on the 30th calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.

4.6 The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.

4.7 Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval and in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code. It is understood that Section (G) of Rule 126-1-02 does not apply.

ARTICLE 5: CERTIFICATION OF FUNDS

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the O.R.C., including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Agency gives Contractor written notice that such funds have been made available to Agency by Agency's funding source.

ARTICLE 6: TERMINATION OF CONTRACTOR'S SERVICES AND/OR GOODS

6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.

6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.

6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the

event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.

6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.

6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.

6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.

6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.

6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

ARTICLE 7: RELATIONSHIP OF PARTIES

7.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

7.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.

7.3 While Contractor shall be required to provide services and/or goods described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's provision of services and/or goods hereunder.

7.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

7.5 License number _____**.** The Contractor will maintain any professional licensing required to fulfill the Contract.

7.6 The Contractor recognizes the security requirements for entering Agency's facilities and acknowledges receipt of the "Standards of Conduct for Contractor" (DRC 4376). The Contractor agrees to comply with these standards and with safety rules and procedures. Due to institutional security requirements, the Agency staff may require the Contractor to document when the Contractor or any subcontractor is on state property.

7.7 The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.

7.8 Any misrepresentation or omission of a material fact concerning the Contractor's qualifications and fitness to provide services and/or goods under this Contract may be grounds for termination, as may be determined within the discretion of the Agency.

ARTICLE 8: RECORD KEEPING

During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Agency as Agency may reasonably require.

ARTICLE 9: RELATED AGREEMENTS

9.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article II, Scope of Services and/or Goods, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.

9.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.

9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

10.3 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 an 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.

ARTICLE 11: NONDISCRIMINATION OF EMPLOYMENT

11.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.

11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.

11.3 The O.R.C. section 125.111 requires any Contractor doing business with the state of Ohio to maintain a written affirmative action program addressing employment practices. The law further requires that this plan be filed annually with the Department of Administrative Services, Equal Employment Opportunity Division.

11.4 Contractor and any subcontractor shall not engage in discriminatory employment practices. Contractor certifies that it and any subcontractor will comply with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. Contractor and any subcontractor are encouraged to purchase goods and services from certified Minority Business Enterprise and Encouraging Diversity, Growth and Equity vendors.

ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

12.1 Agency shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by Agency shall be subject to copyright by Contractor in the United States or any other country.

12.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE 13: LIABILITY

13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

13.2 Contractor shall bear all costs associated with defending Agency and the State of Ohio against any claims.

13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Contract, general liability insurance with a $2,000,000 annual aggregate and a $1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The state reserves the right to approve all policy deductibles**,** levels of self-insured retention**,** captive insurance programs and may require the Contractor to have their policy(s) endorsed to reflect per project/per location general aggregate limits. Such insurance shall be written by a company authorized to conduct such business in the State of Ohio, with at least an A- "Excellent" rating from A.M. best Company.

The requirement to procure general liability insurance may be reduced/waived/self-insured with the prior written consent of the Agency's Division of Legal Services since certain contractors have potentially less or no exposure in liability depending on the nature of their work under the Contract.

13.5 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation.

ARTICLE 14: COMPLIANCE WITH LAWS

Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

ARTICLE 15: DRUG FREE WORKPLACE

Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

ARTICLE 16: CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

ARTICLE 17: ENTIRE AGREEMENT/WAIVER

17.1 This Contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

17.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.

17.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE 18: NOTICES

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

ARTICLE 19: HEADINGS

The headings in this Contract have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Contract.

ARTICLE 20: SEVERABILITY

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE 21: CONTROLLING LAW

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder.

ARTICLE 22: ASSIGNMENT / DELEGATION

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

ARTICLE 23: FINDINGS FOR RECOVERY

Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 24: DEBARMENT

Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 25: DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

Contractor hereby represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has provided or will provide such to Agency prior to execution of this Contract. If these representations and warranties are found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 26: FORCE MAJEURE

If the Agency or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restrain of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

ARTICLE 27: "SWEATSHOP - FREE" PURCHASING

Contractor certifies that all facilities used for the production of the goods or performances of services under this Contract are not sweatshops and are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all manufacturers, suppliers and/or subcontractors used by the Contractor in furnishing these goods or services.

If DAS receives a complaint alleging non-compliance with this "sweatshop-free" certification, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Consequences for violating this certification may include, but are not limited to, cancellation of the contract, a finding by the Agency that the Contractor is not a responsible Offeror or a determination that the Contractor is ineligible to receive future contract Proposal awards. Items that will be considered in an investigation include, but are not limited to standards of wages, occupational safety and work hours.

ARTICLE 28: EXECUTIVE ORDER REQUIREMENTS

The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as Attachment One-A which is attached hereto and incorporated herein.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

ARTICLE 29: TERMINATION, SANCTIONS, DAMAGES

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 25 percent of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

ARTICLE 30: EXECUTION

This Contract is not binding upon Agency unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, as of the day and year first written above.

Signature of Contractor:	
Printed Name of Contractor:	Date:

ATTESTATION: I hereby attest that there are sufficient funds available to cover the cost of this Contract:	
Fiscal Officer:	Date:
Warden/Program Manager/Department Head:	Date:

For **purchases of services only**, the following signatures are also required:

Program Administrator:	Date:
Legal Services:	Date:
Deputy Director, Administration:	Date:
Director, Ohio Department of Rehabilitation and Correction:	Date:

ATTACHMENT ONE-A

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

d. All APOs have adequate training which addresses the terms of this Order.

4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.

John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

ATTACHMENT TWO: OFFEROR PROFILE SUMMARY

CANDIDATE: (Insert company name) _____

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

ATTACHMENT THREE: DECLARATION STATEMENTS

(Statement of Compliance, Contract Performance, Conflict of Interest and Location of Services/Off-Shore/I-9 Certification)

STATEMENT OF COMPLIANCE

The Offeror will provide services in compliance with all federal, state, and local laws; state and federal licensure, certification or registration requirements; Department policies, protocols and Management Audit Standards and appropriate standards of medical care and of the American Correctional Association pertaining to the service specified in this RFP as currently enacted and promulgated and as they may subsequently be amended and adopted. The Offeror agrees that any students, interns or residents, as part of a formal training program, will work under staff supervision commensurate with their level of training.

(Vendor Name) _____ affirms that, as applicable to the vendor, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or the Governor's campaign team.

DEBARMENT

Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code Section 153.02 or Ohio Revised Code Section 125.25. If this representation and warranty is deemed to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to the State any funds paid under this Agreement.

I attest that I am a representative of the organization listed in this Proposal and have the authority to bind the Offeror to the aforementioned statements.

Printed Name and Title: _____

Signature: _____

Organization: _____ Date: _____

CONTRACT PERFORMANCE

The Proposal must provide the following information for this section for the past five years. Please indicate yes or no in each column. If the answer to any item is affirmative, the Offeror must provide complete details about the matter on a separate page.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars ($5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Proposal has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Proposal has been convicted of a felony or is currently under indictment on any felony charge.

DECLARATION STATEMENTS (Continued)

If the answer to any item 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 evaluation team, such an answer and a review of the background details may result in a rejection of the Offeror's Proposal. The team 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.

CONFLICT OF INTEREST

Additional information regarding Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, may be found in Attachment Three, Article 10.

The Offeror must include a statement indicating whether the Offeror, or any people that may work on the project through the Offeror, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Provide statement regarding any potential Conflict of Interest not indicated in the check list above:

_____

_____

_____

While an affirmative answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Proposal from consideration, such an answer or statement and a review of the background details may result in a rejection of the Offeror's Proposal, at the sole discretion of the evaluation team. The team 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.

I attest that I am a representative of the organization listed in this Proposal and have the authority to bind the Offeror to the aforementioned requirements.

Printed Name and Title: _____

Signature: _____

Organization: _____ Date: _____

DECLARATION STATEMENTS (Continued)

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by following instructions on page 18, item number 13.

LOCATION OF SERVICES/OFF-SHORE/I-9 CERTIFICATION

DISCLOSURE OF SUB-CONTRACTORS / JOINT VENTURES:

List names of sub-contractors who will be performing work under the Contract.

_____ _____

_____ _____

_____ _____

By the signature affixed to this Attachment, Offeror hereby certifies that the above information is true and accurate.

The Offeror agrees that no changes will be made to this list of sub-contractors or locations where work will be performed or data will be stored without prior written approval of ODRC. Any attempt by the Offeror/Contractor to change or otherwise alter sub-contractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODRC, will be deemed as a default. If a default should occur, ODRC will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

_____ (Company) affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the Agency Project Representative.

_____ (Company) 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, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

_____ (Company) agrees that it (and any personnel or independent contractors provided for performance of this contract) is a separate and independent enterprise from the State of Ohio and the Department of Rehabilitation and Correction; and, that this contract does not constitute any joint employment relationship between (insert Company name, and its representatives and the Department of Rehabilitation and Correction, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

_____ (Company) agrees to above:

ATTACHMENT FOUR: COST SUMMARY
CYTOTECHNOLOGY SERVICES AT FMC

The term of the contract is January 2, 2012 to June 30, 2013, with two optional two-year renewals.

My proposed firm fixed cost for all of the services included in this RFP is as follows:
$_____

SERVICE	COST PER MONTH	NUMBER OF MONTHS	TOTAL COST FOR 1/2/12 to 6/30/13
Cytotechnology Services **(Inclusive Of All Staffing Necessary to Provide the Required Services)**	**$**	**X 18 Months**	**$**

NAME ONSITE PROVIDER *MUST MATCH ATTACHMENT #6	FTE	WEEKLY HOURS	ANNUAL HOURS

I attest that I am a representative of the organization listed in this Proposal, have read and understand the Terms and Conditions and have authority to bind the Offeror to provide the services indicated for the time period specified at the cost listed above.

Printed Name _____
Title _____
Organization _____
Address _____
City, state, zip code _____
Email _____
Phone/Fax: _____

Signature: _____ **Date:** _____

The successful Contractor will invoice for services on a mutually agreed upon schedule. Payment will be made within thirty (30) days upon receipt of proper invoice and documentation of completion of work, in compliance with ORC 126.30.

I agree to provide Cytotechnology Services for the Franklin Medical Center as specified in the Scope of Work included in this RFP.

Signature: _____ Date: _____

ATTACHMENT FIVE: PROPOSED CONTRACTOR SCHEDULE FOR SERVICES

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
WEEK 1							
WEEK 2							
WEEK 3							
WEEK 4							

CONTRACTOR SIGNATURE _____ DATE _____

ATTACHMENT SIX: HOURLY RATE SUMMARY
COMPREHENSIVE CYTOTECHNOLOGY SERVICES
(To be submitted, prior to award, by Preferred Contractor)

FOR FRANKLIN MEDICAL CENTER

NAME ONSITE PROVIDER *MUST MATCH ATTACHMENT #4	FTE	WEEKLY HOURS	ANNUAL HOURS	HOURLY RATE INCLUDING BENEFITS

I attest that I am a representative of the organization listed in this Proposal, have read and understand the Terms and Conditions and have authority to bind the Offeror to provide the services indicated for the time period specified at the cost listed above.

Printed Name _____

Signature _____

Email _____

Title _____

Phone/Fax _____

Organization _____

Address _____

City, state, zip code _____

_____

The successful Contractor will invoice for services on a mutually agreed upon schedule. Payment will be made within thirty (30) days upon receipt of proper invoice and documentation of completion of work, in compliance with ORC 126.30.

I agree to provide Services for the Franklin Medical Center as specified in the Scope of Work included in this RFP.

Signature: _____ **Date:** _____