INVITATION TO BID

INVITATION TO BID (ITB) NUMBER: DRCB-14-0946
DATE ISSUED: October 25, 2013

The Ohio Department of Rehabilitation and Correction (DRC) is issuing this ITB for:

BRAILLE TRANSCRIPTION CERTIFICATION TRAINING AND BASIC COMPUTER TRAINING

INQUIRY PERIOD BEGINS:	**October 25, 2013**
INQUIRY PERIOD ENDS:	**November 5, 2013**
OPENING DATE:	**November 8, 2013**
OPENING TIME:	2:00 P.M. Eastern Standard Time
OPENING LOCATION:	DRC Operation Support Center 770 West Broad Street Columbus, OH 43222 Attn: Yolanda Cooks, Contract Analyst

This ITB consists of five (5) Parts and seven (7) Attachments, totaling 26 consecutively numbered pages. Please verify that you have a complete copy.

Part One: Executive Summary

Purpose.
The Ohio Department of Rehabilitation and Correction (DRC) is seeking competitive sealed Bids (hereinafter referred to as "Bid") from qualified vendors (hereinafter referred to as "Bidders") for purchasing Outdoor Advertising Easement (hereinafter referred to as the "Project") processed at the Office of Administration (hereinafter referred to as the "Institution"). The DRC is requesting a private industry distributor to purchase these commodities as outlined on page 6 of this ITB, if mutually agreed upon. If an acceptable Bid is made in response to this Invitation To Bid (hereinafter referred to as "ITB"), the Institution may enter into a contract (hereinafter referred to as "Contract"), to have the selected Bidder perform the Project.

The term of this Contract is from November 10, 2013 through June 30, 2014 with 2 optional two-year renewals which can extend the contract through June 30, 2017.

This ITB provides details on what is required to submit a Bid, how the Project Representative will evaluate the Bids and what will be required of the Bidder who executes a Contract (hereinafter referred to as "Contractor").

Calendar of Events.
The schedule for the ITB is given below to assist the Bidder in responding to this ITB. The following is the ITB schedule:

ITB Issued:	
Inquiry Period Begins:	October 25, 2013
Inquiry Period Ends:	October 25, 2013
Site Visit	NLT November 5, 2013
Bid Due Date:	November 8, 2013
Tentative Contract Award:	November 30, 2013

Structure of ITB.
The ITB is organized into five parts and has seven attachments. The ITB consists of the following parts and attachments:

Part One:	Executive Summary
Part Two:	General Instructions
Part Three:	Scope of Work and Response Requirements
Part Four:	Requirements for Bid
Part Five:	Evaluation of Bid
Attachment One:	Cost Summary Worksheet
Attachment Two:	Bidder Profile Summary
Attachment Three:	Statement of Compliance
Attachment Four:	Contract Performance
Attachment Five:	Service Contract
Attachment Six:	Statement of Compliance with Executive Order 2011-12K
Attachment Seven:	Title 18 USCS § 1761

Project Representative.
The Project Representative shall represent the Institution in matters relating to this ITB and the Bidding process. The Project Representative may be contacted as follows:

Name:	Yolanda Cooks
Title:	Contract Analyst
Address:	DRC Operation Support Center, Office of Contracts 770 West Broad Street Columbus, OH 43222
Phone:	614-995-0637
Fax:	614-995-5103
Email:	Yolanda.cooks@odrc.state.oh.us

Contract Monitor.
Following Contract award, a Contract Monitor shall be the Contractor's primary point of contact for matters relating to the Contractor's performance. The Contract Monitor may be contacted as follows:

Name:	Robbyn Ware
Title:	Business Administration
Address:	2675 East 30th Street, Cleveland, OH 44115
Phone:	216-771-6460 Ext. 2006
Fax:	216-771-8191
Email:	Robbyn .ware@odrc.state.oh.us

Non-Mandatory Site Visit.
NO knives, firearms, cameras/photo equipment, recording devices, cell phones, computers and/or pagers will be permitted in the Institution, in accordance with DRC policy. To allow time for security to arrange for visitation passes, names of all visitors must be disclosed at the time of the visit scheduling. DRC 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 with the Project Representative at a time agreeable to the Institution.

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PART TWO: GENERAL INSTRUCTIONS

Inquiries
Bidders may make inquiries or seek clarifications regarding this ITB any time during the inquiry period listed in the ITB Calendar of Events. To make an inquiry, Bidders must use the following process:

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

Bidders submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Bidders will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Bidders may view inquiries using the following process:

1. Access the State Procurement web site at http://www.ohio.gov/procure;
2. From the Navigation Bar on the left, select "Find it Fast";
3. Select "Doc/Bid/Schedule #" as the Type;
4. Enter the ITB Number found on Page 1 of the document (ITB Numbers begin with DRC followed by a number);
5. Click the "Find It Fast" button;
6. On the document information page, click the "View Q & A" button to display all inquires 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 Period End Date.

Inquiries and or requests for clarification about a specific portion of this ITB must reference the relevant Part and/or Attachment of this ITB and include the provision heading with the ITB page number.

Bidders 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 bid may result in the Bidder being deemed not responsive.

Bid Submission Requirements.
Each Bidder must submit four complete, sealed, and signed copies of its Bid to the Project Representative, at the address listed in Part One with the outside of each envelope clearly marked:

"**DRCB-14-0946** ***BRAILLE TRANSCRIPTION CERTIFICATION TRAINING AND BASIC COMPUTER TRAINING***

Bid must be received no later than 2:00 p.m. eastern standard time on the Bid Due Date. The Project Representative **shall reject any Bids** or unauthorized Bid amendments submitted after the Bid Due Date. Each Bidder must carefully review the requirements of this ITB and the contents of its Bid. Once the Bid Due Date has passed, Bids cannot be altered, except as allowed by this ITB.

All Bids and other submitted material shall be the property of the Institution and shall not be returned. The Bidder should not include proprietary information in a Bid because the Institution maintains the right to use any materials or ideas submitted without compensation to the Bidder. Additionally, all Bids will be open to the public after Contract award.

The Institution will retain a copy of all Bids received as part of the Contract file for the term of the Contract and any subsequent renewals. After the State-scheduled retention period, the Institution may return, destroy, or otherwise dispose of the Bids and copies.

Bid Instructions.
The DRC wants clear and concise Bids. Bidders should completely answer questions and meet the ITB's requirements. Bids must demonstrate an understanding of the requirements and show experience providing like services as well as the ability to meet the service requirements.

The requirements for the Bid's contents and formatting are contained in Part Four of this ITB. Any Bidder shall submit only one Bid.

The DRC will not be liable for any costs incurred by any Bidder in responding to this ITB, even if the DRC does not award a Contract through this process. The DRC may decide not to award a Contract for the Project. It may also cancel this ITB and contract for the Project through some other process or by issuing another ITB.

Waiver of Defects.
The DRC has the right to waive any defects in any Bid or in the submission process followed by a Bidder. But the DRC will only do so if it believes that it is in DRC's best interests and will not cause any material unfairness to other Bidders.

Amendments to Bids.
Amendments or withdrawals of Bids are allowed until 2:00 p.m. eastern standard time on the Bid Due Date. No amendments or withdrawals will be permitted after the due date, except as expressly authorized by this ITB.

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PART THREE: SCOPE OF WORK AND RESPONSE REQUIREMENTS

Objective:

The Ohio Department of Rehabilitation and Correction (DRC) are seeking bids for the Northeast Reintegration Center for Braille Transcription Certification Training and Basic Computer Skills.

The following Workflow Plan is the operational summary for this contract:

1. **Literary Braille -** The student will have a chance to learn a new language which he could use to reproduce reading material for the blind. Upon completion of this study area the student will have a chance to submit a manuscript to the library of congress for his Braille certification.

2. **Soft Skills -** The student will focus on the general life skills that can be helpful for any offender. Soft skills covers topics such as learning to work as a team, discovering one's individual learning style, and job interviewing skills. The purpose of soft skills is to provide students with the basic life skills necessary to productively reenter society, and to establish a successful future.

3. Basic Computer Skills - This area of study is designed to introduce students who may have minimal familiarity with computer technology. They will learn how use the computer in every day life situation, and in a business setting, relating to the production of Braille.

4. **Small Business Management** – this will prepare the student for working in a small business environment as well as rearing those students who are interested in working as a sole proprietor or an independent contractor as a Braille transcriber.

5. **Working Hours -** Three days a week at 3 hours per day from 6:00 pm to 9:00 pm.

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PART FOUR: REQUIREMENTS FOR BID

Bid Format.
Each Bid must include sufficient information to allow the Project Representative to verify all aspects of the ITB in order to ensure all of the Bidder's claims of meeting the ITB's requirements. Each Bid must respond to every request for information in this ITB whether the request requires a simple "yes" or "no" or a detailed explanation. These instructions describe the required format for a responsive Bid. All required specifications must be met for the Bid to be considered responsive.

The Bidder may include any additional information it believes is relevant. All pages, except pre-printed technical inserts, must be sequentially numbered.

The Bid shall be organized in the following order and contain the following information. **Failure of the Bidder to provide any of the following items may result in rejection of the Bid:**

1. Cover Letter;
2. Cost Summary Worksheet (Attachment One);
3. Bidder Profile Summary (Attachment Two);
4. Statement of Compliance (Attachment Three);
5. Contract Performance (Attachment Four); and
6. Statement of Compliance with Executive Order 2011-12K (Attachment Six).

1. Cover Letter.
The Bidder must include a standard business letter signed by an individual authorized to legally bind the Bidder. The Bidder must be engaged in the business of Outdoor Advertising Easement.

a. General company profile including a description of the Bidder's legal structure (e.g. Ohio corporation, partnership), Federal Tax Identification Number, and number of employees;
b. The address of the Bidder's home office; and
c. The name, telephone number, fax number and electronic-mail address of a contact person who has authority to answer questions regarding the Bid and receive notices following Contract award.

2. Cost Summary Worksheet.
Bidder must indicate purchase pricing using the form provided as Attachment One. Bidders may not reformat this form. Reformatting may result in the rejection of the Bid.

DRC will not be liable for any costs the Bidder does not identify in its Bid.

3. Bidder Profile Summary.
Using the form in Attachment Two, the Bidder must show at least three (3) years experience Braille Transcription Learning. The form in Attachment Two may be replicated if additional space is needed.

4. Statement of Compliance.
The Bidder must complete Attachment Three; Statement of Compliance, stating that they are able to contractually comply with the Purchase Contract terms and conditions set forth in Attachment Five of this ITB.

If there are any terms and conditions with which the Bidder is unable to contractually comply, the Bidder must provide a detailed statement as to why that term or condition cannot be met.

5. Contract Performance.
The Bidder must complete Attachment Four.

6. Statement of Compliance with Executive Order 2011-12K
The Bidder must complete Attachment Six.

Part Five: EVALUATION OF BIDS

Evaluation of Bids Generally.
The evaluation process may consist of up to five phases:

1. Initial Review;
2. Bid Evaluation;
3. Bidder's Performance History with Other Jurisdictions;
4. Interviews, Presentations, and/or Demonstrations; and
5. Contract Award

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

1. Initial Review.
The Project Representative will review all Bids for their format and completeness. The Project Representative may reject any incomplete or incorrectly formatted Bid, though they may also elect to waive any immaterial defects or allow a Bidder to submit a correction or clarification.

a. Rejection of Bids.
Project Representative may reject any Bid for one or more of the following reasons:

1. Any requirements in Part Four (Requirements for Bids) are not met;
2. An affirmative answer to any question as set forth in Attachment Four (Contract Performance);
3. Does not address all the requirements in Part Three, (Scope of Work);
4. The Institution believes the Bid is excessive in price or otherwise not in its best interest; and
5. The Bid does not address any other material requirements of the ITB.

The Project Representative **shall** reject any Bid that does not meet any of the following mandatory requirements:

1. Bid submitted after the Bid Due Date; and
2. Bidder did not attend the mandatory Site Visit, if applicable.

Additionally, the Project Representative may cancel this ITB, reject all the Bids, and seek services through a new ITB or other means.

b. **Clarifications & Corrections.**
During the evaluation process, the Project Representative may request clarifications from any Bidder under consideration. Also, the Bidder may be given the opportunity to correct defects in its Bid if the Project Representative believes doing so does not result in an unfair advantage for the Bidder and it is in the DRC's best interests.

c. Background Investigations.
All of the Contractor's employees that will be working at the Institution must pass a background investigation prior to entering the Institution. The DRC will conduct a criminal background check that includes, but is not limited to, L.E.A.D.S., local law enforcement checks and checks through the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation. This will be done prior to Contractor's employees coming on site and at no expense to the Contractor.

The Contractor will perform, be financially responsible for, and provide a copy to the Project Representative of the following background checks:

1. Employer reference checks;
2. Personal reference checks;
3. Operators license checks;
4. Military service checks; and
5. Drug tests.

Financial Ability.
If the Project Representative is concerned that a Bidder may not be a viable ongoing concern or have sufficient financial backing to perform the Contract, they may insist that a Bidder submit financial

statements (i.e. financial statements audited by independent, certified public accountant) for the past three years.
This is not an essential element of the initial evaluation phase, but may be requested at any time. If the Project Representative finds that the Bidder's financial ability is not acceptable, they may reject the Bid despite its other merits.

2. **Bid Evaluation.**
Award of the Contract will be made to the highest purchase pricing, responsive and responsible bidder as determined by ODRC. To protect the integrity of the competitive Bid process, Bids will be closed for public preview once the evaluation and award process begins.

3. Bidder's Performance History with Other Jurisdictions.
The Project Representative shall conduct evaluations of each Bidder by contacting current and/or past customers of the Bidders taken from the list responsive to Attachment Two. This will aid in the determination of whether the Bidder is responsible. The Project Representative shall obtain information relevant to the requirements of this ITB that is deemed critical not only to a successful Project, but also to the working relationship between the Institution and the Contractor.

To maintain quality assurance in this phase of the evaluation process, all information sought by the Project Representative shall be obtained in a manner such that no Bidder is provided an unfair competitive advantage. The Project Representative has the right to determine the number of contacts made by the Project Representative to ensure whether or not the Bidder can fulfill the requirements of this ITB.

4. Interviews, Demonstrations, and Presentations.
The Project Representative may require Bidders to interview, make a presentation about the Bid and/or demonstrate their equipment, machines, products or services. Such presentations, demonstrations and interviews provide a Bidder with an opportunity to clarify its Bid and to ensure a mutual understanding of the ITB content. This phase shall be scheduled at the convenience and discretion of the Project Representative. This phase is not an opportunity for any Bidder to engage in any negotiations over the form of the Bid or requirements of this ITB.

The Project Representative shall document all major evaluation decisions in writing and make these a part of the Contract file along with the evaluation results for each Bid.

5. Contract Award.
In order to ensure all available products are sold, it is the intent of DRC, as a result of this ITB, to make an award to multiple Contractors for purchasing of Braille and Computer service. The contract will be awarded to the responsive and responsible Bidders whose Bid has the highest purchase pricing and in a tiered format with the Bidder whose bid provides the highest purchase price awarded the primary contractor with other contracts being awarded in descending order of next highest purchase price. The primary contractor will be given the first right of refusal, meaning if quantities of products are refused then other contractors will be offered available products in order of their purchase pricing until all available products are sold.

In awarding the Contract, DRC will issue an award letter to the selected Contractor. The Contract will not be binding on DRC until the DRC's duly authorized representatives sign the Contract and all other prerequisites identified in the Contract have occurred. The selected Bidder will receive an executed copy of the Contract. The Institution shall send the notice of the decision to award the Contract or non-award for this Project to each Bidder.

If this ITB results in a Contract award, the Contract will include this ITB, written amendments to this ITB, the Contractor's Bid, and written, authorized amendments to the Contractor's Bid. The Contract may also include any materials or documents attached and incorporated in these documents. Attachments One through Seven are attached and incorporated into this ITB. The general terms and conditions for the Contract are contained in Attachment Five of this ITB.

If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The Contract.
2. This ITB, as amended;
3. The documents and materials attached and incorporated into this ITB;
4. The Contractor's Bid, as amended; and
5. The documents and materials attached and incorporated into the Contractor's Bid.

Notwithstanding the order listed above, 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 will take precedence over anything else that is part of the Contract.

6. Compliance with Required Contract Documentation

The below listed, required documentation will ONLY be completed if Bidder is awarded a contract. The documentation is required per the terms and conditions of the Service Contract set forth in Attachment Five. The Bidder must submit the documentation prior to signing the Contract.

The mandatory documents are listed below but, may not be inclusive of other DRC contract requirements.

1. Signed Acknowledgement of Receipt of the Standards of Conduct for Contractors, Volunteers and Interns.
2. Equal Employment Opportunity, Affirmative Action Program.
3. Certificate of Liability of Insurance.
4. Bureau of Worker's Compensation Certificate.
5. Ohio Shared Services Vendor Forms.

7. Compliance with Title 18 U.S.C. S. § 1761

The Contractor's compliance is mandatory with all applicable federal, state and local laws, rules, ordinances, and regulations. In particular, the Contractor shall abide by federal laws and regulations governing the employment of work to be performed by inmates providing a service, manufacturing or producing goods, wares or merchandise.

Contractor assumes the responsibility of informing itself of these laws and regulations; however, attached hereto and incorporated herein is a copy of Title 18 U.S.C.S. **§** 1761, Attachment Seven which is important if the Contractor is engaged in interstate commerce. Generally, that federal law prohibits the sale of goods in interstate commerce that are produced by inmates, which are subject to this ITB. However, that law does provide for a governmental-use or agricultural commodities/parts, exemption. Any violation of this federal law will result in immediate termination of this Contract for illegality.

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Attachment One: Cost Summary Worksheet?

I attest that I am a representative of the organization listed in this Bid and have the authority to bind the Bidder to make the purchases as specified in Part Three: Scope of Work for the time period specified at the purchase price listed above.

Cost per hour rate for the first year of contract $_____

Cost per hour rate for the second year of contract $_____

Signature:_____ Title:_____

Print Name: _____

Organization:_____ Date:_____

Tax ID Number:_____

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Attachment Two: Bidder Profile Summary

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

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

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

Attachment Three: Statement of Compliance

ODRC Purchase Contract.

_____, Bidder, acknowledges to having read, understood, and agrees to the Purchase Contract as set forth in Attachment Five. Bidder is able to contractually comply with all the terms and conditions set forth in the Purchase Contract. If there are any such terms and conditions which Bidder is unable to contractually comply, the Bidder must provide a detailed statement as to the reason(s) such term and or condition cannot be met.

Signature:_____ Title:_____

Print Name: _____

Organization:_____ Date:_____

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Attachment Four: Contract Performance

The Bidder must provide the following information for this Attachment completion for the past seven years. Please indicate yes or no in each column.

Yes/No	Description
	The Bidder has had a contract terminated for default or cause. If so, the Bidder must submit full details, including the other party's name, address, and telephone number.
	The Bidder 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 Bidder must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.
	Trading in the stock of the company has been suspended. If so, the Bidder must submit full details including the date(s) and explanation(s).
	The Bidder, any officer of the Bidder, or any owner of a twenty percent interest or greater in the Bidder 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 Bidder, any officer of the Bidder, or any owner with a twenty percent interest or greater in the Bidder has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item is affirmative, the Bidder must provide complete background details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Bidder from consideration, at the sole discretion of the Project Representative, such an answer and a review of the background details may result in a rejection of the Bid. The Project Representative will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance on the Project, and the best interests of the DRC.

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Attachment Five: 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

AND

THIS AGREEMENT is made and entered into effective _____, 2009 by and between the ***Ohio Department of Rehabilitation and Correction,*** (hereinafter collectively referred to as "Agency"), located at _____ and _____ (hereinafter referred to as "Contractor"), located at _____ (hereinafter referred to as "Contract");

WHEREAS, Agency desires to engage Contractor to ***….***

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 Agreement. It is specifically understood that the nature of the services and/or goods to be rendered under this Agreement 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 Agreement should Agency at any time be dissatisfied with Contractor's performance of its duties under this Agreement.

1.2 Agency enters into this Agreement 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 Agreement. 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 Agreement 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 (*ITB number*) 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 **Chris Graham, *Supervisor*** 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, 0000.**

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.

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 and comply with all relevant provisions of O.R.C. Section 102.01 to 102.09. Contractor certifies that tit 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 ventures 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: 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 26: "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 bidder or a determination that the Contractor is ineligible to receive future contract bid awards. Items that will be considered in an investigation include, but are not limited to standards of wages, occupational safety and work hours.

ARTICLE 27: EXECUTIVE ORDER REQUIREMENTS

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland 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 an attachment to this contract.

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 28: TERMINATION, SANCTION, DAMAGES

If Contractor or any of its subcontractors perform service 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% 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 29: 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 SIX: Statement of Compliance with Executive Order 2011-12K

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John R. Kasich. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website:

http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf

The Bidder shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder not responsive and no further consideration will be given to the response. Bidder offering will not be considered. If the Bidder will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

_____ _____
(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

_____ _____
(Name) (Address, City, State, Zip)

_____ _____
(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

_____ _____
(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

_____ _____
(Name) (Address, City, State, Zip)

_____ _____
(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)	(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

ATTACHMENT SEVEN: 18 U.S.C.S. § 1761 (2002)

§ 1761. Transportation of importation

(a) Whoever knowingly transports in interstate commerce or from any foreign country into the United States any goods, wares, or merchandise manufactured, produced, or mined, wholly or in part by convicts or prisoners, except convicts or prisoners on parole, supervised or imprisoned not more than two years, or both.

(b) This chapter shall not apply to agricultural commodities or parts for the repair of farm machinery, nor to commodities manufactured in a Federal, District of Columbia, or State institution for use by the Federal Government, or by the District of Columbia, or by any State or Political subdivision of a State or not-for-profit organizations.

(c) In addition to the exceptions set forth in subsection (b) of this section, this chapter [18 USCS §§ 1761 et seq.] shall not apply to goods, wares, or merchandise manufactured, produced, or mined by convicts or prisoners who –

(1) Are participating in – one of not more than 50 non-Federal prison work pilot projects designated by the Director of the Bureau of Justice Assistance;

(2) Have, in connection with such work, received wages at a rate which is not less than that paid for work of a similar nature in the locality in which the work was performed, except that such wages may be subject to deductions which shall not, in the aggregate, exceed 80 per centum of gross wages, and shall be limited as follows:

(A) Taxes (Federal, State, local);

(B) Reasonable charges for room and board, as determined by regulations issued by the chief State correctional officer, in the case of a State prisoner;

(C) Allocations for support of family pursuant to State statute, court order, or agreement by the offender;

(D) Contributions to any fund established by law to compensate the victims of crime of not more than 20 per centum but not less than 5 per centum of gross wages;

(3) Have not solely by their status as offenders, been deprived of the right to participate in benefits made available by the Federal or State Government to other individuals on the basis of their employment, such as workmen's compensation. However, such convicts or prisoners shall not be qualified to receive any payments for unemployment compensation while incarcerated, notwithstanding any other provision of law to the contrary; and

(4) Have participated in such employment voluntarily and have agreed in advance to the specific deductions made from gross wages pursuant to this section, and all other financial arrangements as a result of participation in such employment.

(d) For the purposes of this section, the term "State" means a State of the United States and any commonwealth, territory, or possession of the United States.