

REQUEST FOR PROPOSALS

RFP NUMBER: CSP901412
INDEX NUMBER: DRC001
UNSPSC CATEGORY: 80131600
92101700

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

OPERATION, MANAGEMENT and PURCHASE of CORRECTIONAL FACILITIES

RFP ISSUED: April 6, 2011
INQUIRY PERIOD BEGINS: April 6, 2011
PRE-PROPOSAL CONFERENCE: April 11, 2011
SITE VISITS START: April 11, 2011
SITE VISITS END: April 25, 2011
INQUIRY PERIOD ENDS: June 8, 2011 at 8:00 a.m.
PROPOSAL DUE DATE: June 15, 2011 by 1:00 p.m.

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Department of Administrative Services
Office of Procurement Services
ATTN: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395

Offerors must note that all proposals and other material submitted will become the property of the state and may be returned only at the state's option. Proprietary information should not be included in a proposal or supporting materials because the state will have the right to use any materials or ideas submitted in any proposal without compensation to the Offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Rule 123:5-1-08 (E).

This RFP consists of fifteen (15) parts and sixteen (16) attachments, totaling 115 consecutively numbered pages. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

- 1.1 **PURPOSE.** This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Rule 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Ohio Department of Rehabilitation and Corrections (the ODRC/Agency), is soliciting competitive sealed proposals (Proposals) for Operation, Management, and Purchase of Correctional Facilities (the Project/Work) pursuant to authority granted in various provisions of state law, including ORC Sections 9.06, 9.07, and proposed Section 753.10 of Substitute House Bill Number 153. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

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

Once awarded, the term of the Contract will be from the award date through June 30, 2013. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The mutual renewals are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

1.2 **BACKGROUND.**

The DAS is competitively soliciting offers for the Per Diem for the Operation and Management (O&M) and price to purchase real property and receive from the State an Annual Ownership Fee for that O&M, and or such purchase for the following three individual/distinct offerings or in any combination thereof:

1. Lake Erie Correctional Institution (LaECI or Lake Erie Correctional Complex);
2. Grafton Correctional Institution (GCI) and North Coast Correctional Treatment Facility (NCCTF) (GCI and NCCTF collectively referred to as the Grafton Correctional Complex); and
3. North Central Correctional Institution (NCCI) and the North Central Correctional Institution Camp (NCCI Camp) (NCCI Camp formerly known as the Marion Juvenile Correctional Facility) (NCCI and NCCI Camp collectively referred to as the North Central Correctional Complex) (hereinafter LaECI, GCI, NCCTF, NCCI, and NCCI Camp collectively and separately referred to as the "Institution").

The LaECI and the NCCTF are currently operated and managed by the Management and Training Corporation (MTC). The ODRC currently operates and manages both the GCI and the NCCI. The NCCI Camp does not presently house inmates/juveniles and the jurisdictional use of that facility is under the Department of Youth Services, the State will transfer, in the near future, such use to the ODRC. The State owns all five prisons or facilities.

The State is offering said O&M and said purchase to the same Offeror (e.g., Offeror shall not be awarded the O&M of the Grafton Correctional Complex and another Offeror awarded the purchase of the Grafton Correctional Complex). Additionally, neither offering 2. above, nor offering 3. above, may be divided among Offerors for said O&M and said purchase (e.g., Offeror shall not be awarded the purchase and O&M of the GCI and another Offeror awarded the purchase and O&M of the NCCTF).

DAS will evaluate the Offerors' Technical and Cost Proposals using the following scenarios:

1. LaECI, O&M only;
2. LaECI, O&M and purchase;
3. GCI and NCCTF, O&M only;
4. GCI and NCCTF, O&M and purchase;
5. NCCI and NCCI Camp, O&M only; and
6. NCCI and NCCI Camp, O&M and purchase.

Additionally, DAS will evaluate combinations of correctional complexes if offered. For example, if an Offeror provides a different cost to operate, maintain and purchase two correctional complexes, the combined Proposal will be compared to the equivalent combination from other Offerors.

The LaECI is located in the City of Conneaut, Ashtabula County, Ohio, and shall have approximately 1,798 beds designated for medium security, adult male inmates. The GCI and the NCCTF are located in the Village of Grafton, Lorain County, Ohio. The GCI shall have approximately 1,127 beds designated for medium security, adult male inmates. NCCTF shall have approximately 840 beds designated for minimum security, adult male inmates. The NCCI and the NCCI Camp are located in

the City of Marion, Marion County, Ohio. NCCI shall have approximately 2,226 beds designated for medium security, adult male inmates. The NCCI Camp shall have approximately 570 beds designated for medium security, adult male inmates.

An overview of each Institution is provided in Attachment Fourteen and a description of the Institution/inmate demographics for minimum (Level 1) and medium (Level 2) security level Institutions are provided in Attachment Eleven.

At the time of award or any time thereafter, of the O&M contracts for each of the three individual offerings, a Purchase Contract for the sale of the real estate for the Lake Erie Correctional Complex, and/or the Grafton Correctional Complex, and/or the North Central Correctional Complex which are subject to those O&M contracts may be awarded authorizing the Governor in the name of the State to execute a deed conveying all of the State's right, title, and interest in real estate to one or more correctional complex to that Purchase Contractor.

That Purchase Contract shall also authorize the transfer of any supplies, equipment, furnishings, fixtures or other assets as provided in Attachment Fourteen for the particular correctional complex subject to that contract.

The Purchase Contractor shall have the right to develop the real property for proper uses that do not endanger the security and public safety of the correctional complex and surrounding communities. The deed may contain any deed restriction that the Directors of DAS and ODRC determine is reasonably necessary to protect the State's interest in neighboring State-owned land. When developing the real property, Purchase Contractor shall agree that it shall not use, develop, or sell the real property of the Institution unless it is in conformance with such restriction and is for proper uses. The development of additional correctional facilities and complexes will be considered proper uses. In addition, the deed shall contain a deed restriction that the Purchase Contractor shall agree that it shall not use, develop, or sell the real property of the correctional complex such that it will interfere with the quiet enjoyment of the neighboring State-owned land.

Upon payment of the purchase price as set forth in the contract awarded to the Purchase Contractor, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the real estate. The deed shall state the consideration and restrictions and shall be executed by the Governor in the name of the State, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the Purchase Contractor. The Purchase Contractor shall present the deed for recording in the proper Office of the County Recorder. The Purchase Contractor shall pay all costs associated with the purchase and conveyance of the real estate including recordation costs of the deed.

1.3 OBJECTIVE.

The State's main objective is to award three purchase and O&M contracts to one or more qualified Offerors that both purchase the property (real and fixed) and one or more correctional complex (Institution[s] containing equipment, furnishings and other assets) located on that property, and that provides services to O&M the correctional complex on behalf of the ODRC. The three purchase and O&M contracts are for the following:

1. The Lake Erie Correctional Complex including the real property located inside and outside of that complex;
2. The Grafton Correctional Complex including the real property located inside and outside of that complex; and
3. The North Central Correctional Complex including the real property located inside and outside of that complex.

An Offeror interested in owning, operating and managing one or more of those correctional complexes shall provide a Proposal that contains the following four distinct components:

1. A purchase price for the real estate including improvements (i.e., buildings) described in the RFP for that correctional complex;
2. An Annual Ownership Fee for the purchase of the real estate described in the RFP for that correctional complex while operating and managing the facility(ies) on that complex (the Offeror may decide to not propose such a fee);
3. A detailed plan to meet the O&M requirements of the ODRC as outlined in this RFP; and
4. The Per Diem Cost for that plan to meet those O&M requirements.

As later provided in this RFP, those O&M requirements sought by the State must:

1. Be at least equal in quality to similar services currently provided by the ODRC at its State operated correctional facilities;
2. Be provided with minimal support and oversight by the ODRC; and
3. Provide at least a five (5) percent O&M cost savings to the State from those estimated O&M costs if the ODRC continued to O&M the correctional complex.

The DAS will evaluate each Proposal to determine which Offeror will provide the State the most advantageous opportunity to meet its objective.

Finally, if the DAS determines that it is in the State's best interest, the State may decide not to sell a particular correctional complex, but instead award a contract to an Offeror for O&M services only at that complex.

1.4 PRE-PROPOSAL MEETING AND SITE VISIT. A non-mandatory, pre-Proposal meeting will be held on April 11, 2011, starting at 9:00 a.m. at the North Central Correctional Institution Camp, 332 Marion-Williamsport Road, Marion, OH. 43302. All prospective Offerors are encouraged to attend this meeting.

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

To facilitate access to the meeting and Institution site visits, please provide the names, organization(s) and telephone numbers of representatives that will attend the conference and site visits (if different from conference) and send this information to: Ross Leider, Ohio Department of Administrative Services, no later than 4:00 PM, April 7, 2011 by email to ross.leider@das.state.oh.us or fax (614) 644-1785. Attendees are limited to five (5) representatives per potential Offeror, including sub-contractors. 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. 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.

The Institution site visit will occur immediately after conclusion of the pre-proposal meeting.

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

1.6 DATES:

1.6.1 Firm Dates

RFP Issued:	April 6, 2011
Inquiry Period Begins:	April 6, 2011
Pre-Proposal Conference:	April 11, 2011
Site Visits Start:	April 11, 2011
1. NCCI and NCCI Camp (2-day tour, start at NCCI Camp).....	April 11-12, 2011
2. Lake Erie Correctional Institution.....	April 13, 2011
3. GCI and NCCTF (2-day tour, start at GCI)	April 14-15, 2011
Pre-Scheduled Site Visits End:	April 25, 2011
Additional Site Visits:.....	May be scheduled through inquiry process
Inquiry Period Ends:	June 8, 2011 at 8:00 a.m.
Proposal Due Date:	June 15, 2011 by 1:00 p.m.

1.6.2 Estimated Dates

Contract Award Notification:	August 31, 2011
Effective Contract Date:	December 31, 2011 at 10:00 p.m.

NOTE: These dates are subject to change.

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

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

PART TWO: STRUCTURE OF THIS RFP

2.1 ORGANIZATION. This RFP is organized into fifteen (15) parts, sixteen (16) attachments. The parts and attachments are listed below.

2.2 PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract
Part Six	Work Requirements / Scope of Services
Part Seven	Work Requirements / Special Provisions
Part Eight	Requirements for Proposals
Part Nine	General Terms and Conditions / Performance and Payment
Part Ten	General Terms and Conditions / Work & Contract Administration
Part Eleven	General Terms and Conditions / Ownership & Handling of Intellectual Property & Confidential Information
Part Twelve	General Terms and Conditions / Representations, Warranties, and Liabilities
Part Thirteen	General Terms and Conditions / Acceptance and Maintenance
Part Fourteen	General Terms and Conditions / Construction
Part Fifteen	General Terms and Conditions / Law & Courts

2.3 ATTACHMENTS:

Attachment One	Contract
Attachment Two	
Attachment Two A	Offeror Profile Form
Attachment Two B	Offeror Prior Project Form
Attachment Two C	Offeror Prior Project Form
Attachment Two D	Offeror Prior Project Form
Attachment Three	Offeror References
Attachment Four	
Attachment Four A	Offeror's Candidate References
Attachment Four B	Offeror's Candidate Information, Education and Training
Attachment Four C	Offeror's Candidate Experience Requirement
Attachment Five	Offeror Performance Form
Attachment Six	Contractor / Subcontractor Affirmation and Disclosure Form
Attachment Seven	Cost Summary Form
Attachment Eight	Ohio Revised Code Selected Sections
Attachment Nine	Specified Liquidated Damages Schedule
Attachment Ten	Definition of Terms
Attachment Eleven	Institution / Inmate Demographics
Attachment Twelve	Exempted Policies and Administrative Rules
Attachment Thirteen	Description of Land Offerings
Attachment Fourteen	Institution Overview and Equipment List and Additional Institution Information
Attachment Fifteen	Mandatory Minimum Staffing Requirements
Attachment Sixteen	RFP Contents Reference

Additional detail is contained in Attachment Sixteen, RFP Contents Reference.

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All Proposals must be complete and in the prescribed format.

3.1 CONTACTS. The following person will represent DAS:

Ross Leider, CPPB
Ohio Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

During the performance of the Work, a State representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Contract. The Agency Project Representative will be designated in writing after the Contract award.

3.2 INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors 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 RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
 - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
 - b. Name of the prospective Offeror.
 - c. Representative's business phone number.
 - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
 - a. A reference to the relevant part of this RFP.
 - b. The heading for the provision under question.
 - c. The page number of the RFP where the provision can be found.
9. 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 of the inquiry. 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 and responses using the following process:

- a. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
- b. From the Navigation Bar on the left, select "Find It Fast".
- c. Select "Doc/Bid/Schedule #" as the Type.
- d. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
- e. Click "Find It Fast" button.
- f. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

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

Offerors are to base their Proposals, and the details and costs of their Proposal, on the requirements and performance expectations established in this RFP for the future contract, not on the details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, DAS will use its discretion in deciding whether to provide answers as part of this RFP process.

DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

- 3.3 ADDENDA TO THE RFP. If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda 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 RFP Number found on Page 1 of the RFP (RFP numbers begin with the letters "CSP");
5. Click "Find It Fast" button;
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on the State Procurement Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal due date. It is the responsibility of each Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS may permit Offerors to withdraw their Proposals.

This withdrawal option allows any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever DAS issues an addendum after the Proposal due date, DAS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time DAS amends the RFP after the Proposal due date, an Offeror may have the option to withdraw its Proposal even if DAS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, DAS may limit the nature and scope of the modifications. Unless otherwise stated in the notice by DAS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to DAS at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than DAS has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

- 3.4 PROPOSAL SUBMITTAL. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "CSP901412 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "CSP901412 RFP – Cost Proposal" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and seven (7) copies for a total of eight (8) Proposal packages.

The Offeror must also submit, in the sealed package, a complete copy of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the Proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. DAS recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the Proposal due date. Offerors must also allow for potential delays due to increased security. DAS will reject late Proposals regardless of the cause for the delay.

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.

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

ORC Section 9.24 prohibits DAS from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under ORC Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

DAS 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. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

3.5 CONFIDENTIAL INFORMATION. DAS procures goods and services through a Request for Proposal (RFP), in a transparent manner. As such, the process to procure goods and services by DAS is open to inspection by the public. DAS makes available prices (offered and accepted), terms of payment, Proposal materials, evaluation scores, product information, and other types of information DAS uses in evaluating and/or awarding the contract. Further, the DAS will open for public inspection all Proposals provided to the DAS in response to this RFP after the Contract is awarded.

Therefore, an Offeror should not provide DAS with any information that the Offeror wishes the DAS not to provide to the public pursuant to a public record request for such information. (Note: DAS will attempt to redact ancillary personal information such as social security numbers and Tax Identification Numbers from public inspection). Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State’s option. Proprietary information should not be included in a Proposal or supporting materials because DAS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the Offeror chooses to include information it deems proprietary or trade secret information, the Offeror may designate such information as confidential and request that such information not be considered as public records and open for inspection. DAS shall review such requests provided the following:

1. The Offeror provides both an electronic copy and paper (hard) copies of the Proposal;
2. The Offeror clearly designates such information as confidential, proprietary, or trade secret, as appropriate at the time of Proposal submission;
3. The Offeror submits the designated material in a sealed container clearly marked “Confidential” and such Offeror redacts such information from the electronic copy of the Proposal.

DAS will review such information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary, is not ancillary to the Proposal and that DAS needs such information in the evaluation of the Proposal or that the information does not meet a statutory exception to disclosure, DAS will make the information available to the public. DAS will inform the Offeror, in writing, of the information DAS does not consider confidential for purposes of public disclosure.

Upon receipt of DAS’ determination that all or some portion of the Offeror’s designated information is not confidential, the Offeror may exercise the following options:

1. Withdraw the Offeror’s entire Proposal;
2. Request that DAS evaluate the Proposal without certain information DAS deemed “public” (DAS will return that information to the Offeror); or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information from such information and request DAS review the Proposal in its entirety.

Finally, if information submitted in the Proposal is not marked as “Confidential”, it will be determined that the Offeror waived any right to assert such confidentiality.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, DAS may return, destroy, or otherwise dispose of the Proposals or the copies.

3.6 WAIVER OF DEFECTS. DAS may waive any defects in any Proposal or in the submission process followed by an Offeror. DAS will only do so if it believes that it is in the State’s interests and will not cause any material unfairness to other Offerors.

- 3.7 MULTIPLE OR ALTERNATE PROPOSALS. DAS accepts multiple Proposals from a single Offeror, but DAS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. DAS will judge each alternate Proposal on its own merit.
- 3.8 ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the Proposal due date, except as authorized by this RFP.
- 3.9 ADDITIONAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Part Eight of this RFP.

DAS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders for the O&M of LaECI and NCCTF, if applicable, must provide detailed and completed Proposal for evaluation, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in Part Eight.

DAS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DAS awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

Proposals must remain a valid Proposal for 180 days after the Proposal due date or until DAS signs a Contract with the successful Offeror, whichever is sooner. DAS may, in the event the selected Proposer fails to perform and/or the Contract is terminated within forty-five days of its initiation, request the Offeror that submitted the next highest-rated Proposal to enter into a Contract.

PART FOUR: EVALUATION OF PROPOSALS

4.1 EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. DAS shall open only those proposals certified as timely submitted by the Auditor of State.
2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements of this RFP, the State will continue to evaluate the Proposal.
3. Proposal Evaluation. The procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. DAS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee 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. At the sole discretion of DAS, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected.

DAS 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.

4. Clarifications & Corrections. During the evaluation process, DAS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if DAS believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what DAS has requested may result in the Offeror's Proposal being disqualified.
5. Interviews, Demonstrations, and Presentations. DAS may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the Offerors. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of DAS. DAS may record any presentations, demonstrations, and interviews. Offerors may be requested to present an oral presentation of their proposed Work Plan to the committee.
6. Contract Negotiations. Negotiations will be scheduled at the convenience of DAS. The selected Offeror(s) are expected to negotiate in good faith.
 1. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS may limit discussions to specific aspects of the requirements, as set forth in this RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in this RFP, or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file and will be open to inspection to the public upon award of the Contract. Any Offeror whose Proposal continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.
 2. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DAS may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, DAS may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

3. Negotiation with Other Offerors. If DAS decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, DAS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

4. Post Negotiation. Following negotiations, DAS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which DAS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, DAS need not require the submissions of best and final Proposals.

It is entirely within the discretion of DAS whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. DAS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom DAS wants to negotiate, and to dispense with negotiations entirely.

DAS generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the top-ranked Offeror, DAS may negotiate with the next Offeror in ranking. Alternatively, DAS may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State 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 Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

The written changes will be drafted and signed by the Offeror and submitted to DAS within a reasonable period of time. If DAS accepts the change, DAS will give the Offeror written notice of DAS' acceptance. The negotiated changes to the successful offer will become a part of the Contract.

5. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DAS 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.
6. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless DAS makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, DAS may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an Offeror does not submit a best and final proposal, the Offeror's previous Proposal will be considered the Offeror's best and final proposal.
7. Determination of Responsibility. DAS may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS' determination of an Offeror's responsibility may include, but is not limited to, the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.
8. Reference Checks. DAS may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the Proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited, to its performance with other local, state, and federal entities. DAS reserves the right to check references other than those provided in the Offeror's Proposal. DAS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management O&M of the Project, but also the working relationship between the State and the Offeror.

4.2 FINANCIAL ABILITY. Part of the Proposal evaluation criteria is the qualifications of the Offeror which include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, DAS may still insist that an Offeror submit audited financial statements should DAS be concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight DAS assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If DAS believes the Offeror's financial ability is not adequate, DAS may reject the Proposal despite its other merits.

DAS will decide which phases are necessary. DAS has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by DAS will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

4.3 MANDATORY REQUIREMENTS. The following Table 1 contains items that are considered minimum requirements for this RFP.

The first step of the DAS evaluation process is for the Offeror to demonstrate, to DAS, that it meets all requirements listed in the Mandatory Requirements section (Table 1). The Offeror's response to these requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Proposal in the "Cover Letter and Mandatory Requirements" section. (Refer to Part Eight of the RFP document for additional instructions.)

DAS will evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal shall be disqualified by DAS and DAS will not evaluate any other portion of the Proposal.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements	Accept	Reject
1. Accreditation – operates and manages one or more facilities [as that term is defined in ORC section 9.06] accredited by the American Correctional Association at the time of Proposal submission		
2. 5% Operation and Management Per Diem Savings		

If the State does not receive any Proposals meeting all of the mandatory requirements, the State shall cancel this RFP.

4.4 PROPOSAL EVALUATION CRITERIA. If the Offeror provides sufficient information to DAS, in Tab 1, of its Proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Proposal Cost Summary. In the Proposal evaluation phase, DAS rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown.

TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	300 Points
Proposal Cost Summary	700 Points
Total	1,000 Points

The scale below (0-5) will be used to rate each Proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply significantly with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the requirements.

WEAK TO MEETS (2 pts.): Response indicates the requirements will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the requirements.

MEETS TO STRONG (4 pts.): Response indicates the requirements will be exceeded.

STRONG (5 pts.): Response significantly exceeds requirements in ways that provide tangible benefits of at least one enhancing feature.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
The following factors shall be used to evaluate offers submitted in response to this RFP. Completeness in responses to the Scope of Services set forth in Section 6 will be taken into consideration. It is not acceptable to merely make a statement accepting a requirement. Proposals must describe the process to be used in fulfilling the requirement.			
Operations:			
1. Security and Controls (staffing, security procedures, unit management, training, audits, public information and investigations, number and location of posts, authority structure, written policies, post orders, inmate discipline, special management statuses, use of force, inmate deaths, criminal activity, discrimination and racial issues, appearance and grooming, hardware and radios, contingency plans, security threat groups, reports and critical incident management) as identified in Offeror's Work Plan (RFP Part Eight, Section 8.2.8)	10		
2. Offender Services (medical, mental health, dental, food, commissary, grievance procedures, legal services, property control, orientation, kites, vending services, telephones, clothing, linens, laundry, parole and release, inmate manual) as identified in Offeror's Work Plan (RFP Part Eight, Section 8.2.8)	10		
3. Rehabilitative Programs (alcohol and drug treatment, education, recreation, religious, visitation, mail, training, work, social services, community service, industry, drug testing, library) as identified in Offeror's Work Plan (RFP Part Eight, Section 8.2.8)	10		
4. Human Resources (personnel, training, equal employment opportunity, labor relations, employee conduct standards, job qualifications, background checks, certifications and licensure, uniforms, recruitment, vacancies and hiring) as identified in Offeror's Work Plan (RFP Part Eight, Sections 8.2.8, 8.2.9 and Offeror's Staffing Plan, RFP Part Eight, Section 8.2.6.)	5		
		Rating (0=Does not	

Criterion	Weight	Meet to 5=Strong)	Extended Score
5. Administration and Maintenance (institution administration, ODRC On-site Monitor, assignment of inmates, equipment, management information services, facility maintenance, equipment maintenance, health and safety, sanitation, records, ACA, drug testing, transportation, vehicles, utilities, physical operations, community relations and public information, reports and investigation, victim services, facility transition and reversion plan and delegation) as identified in Offeror's Work Plan (RFP Part Eight, Section 8.2.8)	5		
General:			
1. Past Performance / Experience: Includes demonstrated successful operation and management of other private prisons of similar custody level or nature as described herein, qualification and experience of key corporate staff. Past performance is also evaluated. Based upon Offeror Profile and Prior Projects, and Offeror References (RFP Part Eight, Sections 8.2.4 and 8.2.5)	20		
2. Financial Ability: Adequacy of Offeror's financial ability to perform the contract based upon Offeror Profile (RFP Part Eight, Section 8.2.4) and audited financial statements if requested by the State.	Pass/Fail		n/a

Total Technical Score: _____

In this RFP, DAS 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 requirement may 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 DAS evaluates.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

4.5 COST PROPOSAL POINTS. DAS will calculate the Offeror's Cost Proposal points using Attachment Seven after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Cost Evaluation Total identified in the Cost Summary Form (Attachment Seven) of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the Proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

4.6 FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ = Total Score: _____

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

4.7 **REJECTION OF PROPOSALS.** DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means. If the State does not receive any Proposals meeting all of the mandatory requirements, the State shall cancel this RFP.

4.8 **DISCLOSURE OF PROPOSAL CONTENTS.** DAS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DAS will seek to keep the contents of all Proposals confidential until the Contract is awarded. DAS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

4.9 **COST EVALUATION SCENARIOS.** DAS will evaluate the Cost Proposals using the following scenarios:

1. LaECI, O&M only
2. LaECI, O&M and purchase
3. GCI and NCCTF, O&M only
4. GCI and NCCTF, O&M and purchase
5. NCCI and NCCI Camp, O&M only
6. NCCI and NCCI Camp, O&M and purchase

Additionally, DAS will evaluate combinations of correctional complexes if offered. For example, if an Offeror provides a different cost to operate, maintain and purchase two correctional complexes, the combined Proposal will be compared to the equivalent combination from other Offerors. DAS reserves the right to accept or reject combination offers in determining the Proposal(s) that are most advantageous to the State.

4.10 **PER DIEM SAVINGS AND, IF APPLICABLE, ANNUAL OWNERSHIP FEE.** The ODRC will evaluate Proposals for award purposes based on the Extended Costs for the Per Diem savings and, if applicable, Annual Ownership Fee (AOF) over a five year period. The Offeror shall submit a fixed Per Diem for the first eighteen months of the Contract based on the Designated Bed Capacity at the correctional complex. The Offeror may submit an AOF for the first eighteen months based on the ownership of the correctional complex and use of that complex by the ODRC to house inmates.

In accordance with ORC Section 9.06, Proposals must demonstrate an O&M Per Diem Cost Savings of at least five-percent (5%) to the State which reflects a level and quality of functional service which is at least equal to the service provided by the State. To determine whether there is a five-percent (5%) O&M Per Diem Cost Savings, the Offeror's O&M Per Diem Cost will be compared to the estimated ODRC O&M Per Diem costs of the ODRC comparison facilities. The estimated O&M Per Diem of the ODRC, based on the Designated Bed Capacity as set forth in Attachment Seven of this RFP, for the first eighteen months is provided in the table below for each correctional complex offering. In order to meet the five-percent (5%) O&M Per Diem cost saving, the Offeror's Per Diem proposal shall not be higher than the 5% O&M Per Diem Cost Savings noted in the table below.

Correctional Complex	Estimated ODRC O&M Per Diem	5% O&M Per Diem Cost Savings
Grafton Correctional Complex	\$44.26	\$41.46
Lake Erie Correctional Complex	\$48.95	\$45.86
North Central Correctional Complex	\$44.26	\$41.55

Note – After the initial (18 month) term of the Contract, the five-percent (5%) Per Diem Cost Savings calculation for renewal periods will be based on cost components as identified by the ODRC Bureau of Budget and Planning Analysis.

If the Proposal does not meet the required five-percent (5%) Per Diem Cost Savings, then the Proposal shall be rejected unless clarification is deemed necessary by the ODRC.

Except for the Per Diem (O&M) Cost and reimbursable costs, the State may pay the Contractor an Annual Ownership Fee (AOF) for costs (e.g., purchase price recovery, renovation and fixed equipment) associated with the ownership(s) of the Lake Erie Correctional Complex and or the Grafton Correctional Complex and or the North Central Correctional Complex and the use of any one or more of those complexes to house ODRC inmates subject to the Ohio General Assembly appropriating

funds for such AOF. This AOF will result in an AOF portion of the Contract being executed and in effect for an initial term expiring June 30, 2013. This AOF is subject to re-negotiation upon the renewal of the AOF portion of the Contract. If the state terminates the O&M portion of the Contract, the AOF will be re-negotiated contingent upon such ownership. If such use and such AOF are terminated, then the owner of the correctional complex may use the complex to house out-of-state inmates consistent with the requirements of ORC Section 9.07. The Offeror has the option of not proposing an AOF.

Evaluation of the AOF will be determined using the methodology in Attachment Seven Cost Summary Form.

PART FIVE: AWARD OF THE CONTRACT

- 5.1 CONTRACT AWARD. DAS plans to award the Contract based on the schedule in this RFP, and if DAS decides the Project is in the best interests of the State.

The signature page for the Contract is included as Attachment One of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to DAS with its Proposal. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, DAS will issue an award letter to the selected Contractor. The Contract will not be binding on DAS until the duly authorized representative of DAS signs both copies and returns one (1) to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

DAS expects the Contractor to commence work upon receipt of a State issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, responsible and responsive Proposal.

- 5.2 CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Part Nine of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's Proposal, as amended, clarified, and accepted by DAS; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

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

- 5.3 CONTRACT DURATION AND CONTINUATION. The current General Assembly cannot commit a future General Assembly to any expenditure. Therefore, the duration of the initial term of this Contract cannot go past the current biennium. The State may continue this Contract past the current biennium, contingent on continued General Assembly funding, by issuing written notice of continuation to the Contractor provided such continuation option(s) in this Contract does not go past subsequent biennia.

Notwithstanding the above, the sale and purchase of real estate under this Contract shall be final and completed during the initial term of this Contract, and will not be subject to or conditioned upon continuation of the Contract beyond the initial term.

- 5.4 PROTESTS. Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual Offeror objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
 - a. The name, address, and telephone number of the protester;
 - b. The name and number of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by DAS;
 - e. A statement as to the form of relief requested from DAS; and
 - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by DAS, on behalf of the Agency, if it is received by the DAS Office of Procurement Services (OPS) within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of Proposals which are apparent or should be apparent prior to the closing date for receipt of Proposals, must be filed no later than five (5) business days prior to the Proposal due date.

- b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror's Proposal.
3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS Office of Procurement Services (OPS) after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1 above, untimely protests must include an explanation of why the protest was not made within the required time frame.
4. All protests must be filed at the following location:

Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

SUBJECT: CSP901412 DRC001

This protest language only pertains to this RFP offering.

PART SIX: WORK REQUIREMENTS / SCOPE OF SERVICES

This part describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables").

- 6.1 Compliance with Laws, Rules, Policies, Protocols, Procedures, and Standards
- 6.2 General Requirements
- 6.3 Waiver Requests
- 6.4 Institution Access
- 6.5 Institution Administration
- 6.6 Community Relations and Public Information
- 6.7 Personnel
- 6.8 Mandatory Minimum Staffing Requirements
- 6.9 Pre-Service Training
- 6.10 In-Service Training
- 6.11 Special Skills Training
- 6.12 Labor Agreements
- 6.13 ODRC On-Site Monitor
- 6.14 Record Office
- 6.15 Assignment of Inmates
- 6.16 Transportation of Inmates
- 6.17 Inmate Orientation and Handbooks
- 6.18 Unit Management
- 6.19 Security and Control Requirements
- 6.20 Disciplinary Procedures
- 6.21 Use of Force
- 6.22 Critical Incident Management
- 6.23 Security Threat Group Identification, Monitoring, and Management
- 6.24 Inmate Grievance Procedures
- 6.25 Kites
- 6.26 Visitation
- 6.27 Food Service
- 6.28 Education
 - 6.28.1 General Requirements
 - 6.28.2 Staffing Requirements
 - 6.28.3 Student Assessment and Placement
 - 6.28.4 Academic Programs
 - 6.28.5 Career Tech Programs
 - 6.28.6 Special Populations
 - 6.28.7 Student Guidance Counseling Services
 - 6.28.8 Libraries
 - 6.28.9 Training
 - 6.28.10 Evaluation
- 6.29 Medical Services
 - 6.29.1 General Requirements
 - 6.29.2 Receiving Screening

- 6.29.3 Sick Call
- 6.29.4 Infirmary and Nursing Care
- 6.29.5 Specialty Services
- 6.29.6 Emergency Medical Services
- 6.29.7 Hospital Services/Care
- 6.29.8 Chronic Disease Management
- 6.29.9 Ancillary Services
- 6.29.10 Communicable Disease Control
- 6.29.11 Medical Disaster Plan
- 6.29.12 Medical Records
- 6.29.13 Pharmaceuticals, Pharmacy Services, Medical Supplies Prosthetics, and Durable Medical Equipment
- 6.29.14 Health Education
- 6.29.15 Continuous Quality Improvement
- 6.29.16 Dental Services
- 6.29.17 Clinical Nutritional Services
- 6.29.18 Staffing Requirements
- 6.30 Inmate Deaths
- 6.31 Mental Health Services
 - 6.31.1 Statement of Work
 - 6.31.2 Referrals
 - 6.31.3 Quality Improvement
 - 6.31.4 Staffing Plan
- 6.32 Recovery Services
- 6.33 Alcohol and Other Drug Treatment Services
- 6.34 Inmate Drug Testing
- 6.35 Religious Services
 - 6.35.1 General Requirements
 - 6.35.2 Congregate Services
- 6.36 Recreation Programs
- 6.37 Inmate Work Program Assignments
- 6.38 Commissary
- 6.39 Vending Operations
- 6.40 Inmate Telephone System
- 6.41 Laundry, Clothing, Linens and Supplies
- 6.42 Packages and Personal Property
- 6.43 Inmate Mail and Printed Materials
- 6.44 Property Inventories
- 6.45 Maintenance and Repairs
- 6.46 Vehicles
- 6.47 Safety, Sanitation, and Hygiene
- 6.48 Utilities
- 6.49 Management Information Systems
- 6.50 Releases
- 6.51 Reports and Investigations

- 6.52 Office of Victim Services
- 6.53 Transition Plan
- 6.54 Institution Reversion Plan
- 6.55 Delegation

Section 6 lists all required specifications of this Request for Proposal (RFP) for the operation and management (O&M) of the following three individual or combined offerings:

1. the Grafton Correctional Institution (GCI) and the North Coast Correctional Treatment Institution (NCCTF) (adjacent to GCI in Grafton, Ohio);
2. the North Central Correctional Institution (NCCI) and the North Central Correctional Institution Camp (NCCI Camp) (formerly the Marion Correctional Juvenile Facility), previously operated by the Department of Youth Services which is adjacent to NCCI in Marion, Ohio); and
3. the Lake Erie Correctional Institution (LaECI) in Conneaut, Ohio (hereinafter collectively and separately referred to as the "Institution").

The Proposal must provide a detailed plan for the O&M of the Institution, which details how each requirement contained in Section 6 of this RFP will be addressed. These requirements will apply regardless of whether the real estate for the GCI, NCCTF, NCCI, NCCI Camp, or LaECI is purchased by the Offeror(s), individually or in any combination thereof. The Proposal may be considered non-responsive if it fails to adequately respond to any of the requirements in Section 6 of this RFP.

For areas other than the Mandatory Minimum Staffing Requirements (Section 6.8.2), if an Offeror determines it cannot respond to a requirement, but believes it can offer an equivalent requirement by some other means, it must explicitly identify the requirement to which it cannot respond, state that it cannot meet the requirement and that it is proposing an equivalent, and provide a thorough description of the equivalent requirement.

6.1 COMPLIANCE WITH LAWS, RULES, POLICIES, PROTOCOLS, PROCEDURES, AND STANDARDS

The ODRC intends for the Contractor to implement and comply with all Federal and Ohio laws, rules of the Ohio Administrative Code (OAC), and ODRC policies, Protocols and Standard Operating Procedures (SOP) of the ODRC, ODRC internal management audit standards, American Correctional Association standards pertaining to the O&M of its institutions, as required by ORC Section 9.06 (B)(3), as those laws, rules, policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted. In order of precedence, the controlling authority is 1) federal law, 2) the ORC and Ohio court decisions, 3) rules of the OAC, 4) ODRC policy, 5) ODRC protocols and SOPs, 6) the ODRC audit standards, and 7) the ACA standards. In the event of any conflict of authorities at the same level of precedence, the Contractor shall submit a written request for clarification to the ODRC director or designee who shall provide written direction. In the event of any conflict of authorities, at different levels of precedence, the higher standards shall prevail. All Proposals must contain the following paragraph in order to be considered for an award of the Contract:

"The Offeror will provide services that comply with the requirements of all rules of the Ohio Administrative Code (OAC) and ODRC policies applicable to an ODRC-operated correctional Institution, except those identified as not applicable in Attachment Twelve which is incorporated herein and hereby made a part hereof. In the event that the Offeror is awarded the Contract, the Offeror agrees that the Federal and Ohio laws, rules of the OAC and ODRC policies, Protocols and Standard Operating Procedures of the ODRC Office of Correctional Healthcare, ODRC management audit standards, ACA standards pertaining to the O&M of the ODRC institutions shall be complied with and controlling in the event of any conflict between the same and any provision in the Proposal, the Contract, or the Contractor's operational manual, policy, practice or procedure at Institution. Any law, rule or policy applicable to an ODRC-operated correctional Institution shall not be exempted unless such exemption is expressed in writing, citing and identifying the specific law, rule or policy to be exempted, and stating the express intent of the ODRC to exempt the applicability of the cited law, rule or policy."

Updated ODRC policies may be accessed on-line at http://www.drc.ohio.gov/web/drc_policies/drc_policies.htm.

6.2 GENERAL REQUIREMENTS

- 6.2.1 The Proposal shall describe the process for monitoring the O&M of the Institution to ensure compliance with all applicable ACA and Internal Management Audit Standards, Federal and state of Ohio Laws, all applicable Health and Safety Standards, including but not limited to, Occupational Safety and Health Administration regulations, rules of the OAC and ODRC policies.

6.2.2 The Contractor shall use official ODRC printed inmate forms.. A list of ODRC forms and their cost shall be obtained by contacting the Project Representative. The Contractor is responsible for the cost of these forms.

6.2.3 The Contractor shall provide staff when requested by the ODRC for attendance at meetings. The Contractor shall be responsible for any reimbursements to staff for travel, meals and lodging at such meetings.

6.3 WAIVER REQUESTS

For Proposal purposes, Offerors may submit inquires pursuant to Part Three of this RFP for waivers of OAC rules and ODRC policies applicable to the O&M of the Institution. These requests shall be submitted during the inquiry time period. Waivers may be granted for any of the following reasons: 1) a policy or rule is not applicable in the administration of the Institution, 2) a policy or rule is not applicable in meeting the Contract requirements, 3) the Offeror has an alternative method that is comparable to the policy or rule. If waivers are granted, DAS will issue an addendum to the RFP.

6.4 INSTITUTION ACCESS

Without notice from the ODRC, the Contractor shall permit unlimited access to the Institution by ODRC staff for inspections, internal management audits, clear-outs, critical incident management and other official purposes. The Contractor shall participate in all inspections and audits of the Institution deemed necessary by the ODRC.

The Contractor shall permit unlimited access to regulatory officials, the Governor, members of the Ohio General Assembly, including the Correctional Institution Inspection Committee, and other elected officials for inspections and other official purposes.

6.5 INSTITUTION ADMINISTRATION

6.5.1 The Institution and its correctional services shall be managed by a single on-site administrator, (the Warden), employed by the Contractor. The Warden shall be responsible for ensuring compliance with the requirements, terms and conditions of the Contract. The Warden shall be identified no later than sixty calendar days prior to the Service Commencement Date. The ODRC shall provide the Warden's office with access to the ODRC Intranet and various inmate information systems for communication and information purposes. Additional programming software and hardware shall be the responsibility of the Contractor.

6.5.2 Proposals shall describe how the Warden will communicate with the Deputy Director or designee in regard to such matters as security, operations, program, incident reporting, emergency management, and the establishment of policy and how the Warden will communicate with the ODRC On-Site Monitor. Proposals should also reflect the structure of authority, responsibility and accountability that exists within the Contractor and between the Contractor's on-site management staff and its central and/or regional offices.

6.5.3 The Contractor shall have an employee designated as the Institution investigator whose primary duty shall be to coordinate all investigations and communications involving the Ohio State Highway Patrol or local law enforcement. Additional duties include, but are not limited to, oversight of security threat group activities and information as well as monitoring inmate phone calls.

6.5.4 When candidates for Warden, deputy wardens, Institution investigator, chief of security, Medical Administrator or Food Service Manager at the Institution are identified, the Contractor shall submit three references and a resume for each position. If candidates for these positions have already been identified, such submission shall be included as part of the Proposal. Each reference should be from a person the candidate was supervised by. The ODRC reserves the right of final approval of any candidate identified for these positions.

6.6 COMMUNITY RELATIONS AND PUBLIC INFORMATION

6.6.1 The ODRC emphasizes the importance of good relations with the local community. Therefore, the Contractor must take proactive steps to establish and maintain good community relations.

6.6.2 The Contractor and the ODRC, in concert with local officials, shall mutually identify and appoint members of the local community to serve on the Citizen's Advisory Board. The Contractor shall meet, at least quarterly, with this board. The Warden and the ODRC On-Site Monitor shall be members of this board.

6.6.3 The Contractor shall be encouraged to share information regarding the operation of the Institution with local officials to the greatest extent possible consistent with the good order and security of the Institution.

- 6.6.4 The Contractor shall develop a written plan for disseminating information to the public. This plan shall be forwarded to the Deputy Director no later than thirty days after the Service Commencement Date. This plan shall include provisions for immediately notifying local authorities, including local safety forces and first responders, of any situation that may impact public safety. Also, this plan shall include provisions for coordinating activities with local safety forces and first responders during emergency situations. The Contractor must acknowledge any failure to communicate with local authorities, as outlined in this plan, shall be deemed as a breach of contract.
- 6.6.5 The Proposal shall indicate any employee rules the Contractor has in force or plans to have in force in order to prevent community conflicts or incidents which may erode community relations.
- 6.6.6 The Proposal shall describe the Contractor's plans to maintain good relationships with the local community. This shall include, but not be limited to, establishing relations with local service providers and public officials and description of the process to be used to communicate concerns and possible problems to the ODRC and the local community.

6.7 PERSONNEL

- 6.7.1 All employees should be residents of the state of Ohio within six months of their hiring date. Ohio residency should be maintained for the duration of employment.
- 6.7.2 The Contractor shall provide preferential hiring treatment to ODRC employees in order to retain staff displaced as a result of the transition of the O&M of the Institution and to meet the administrative, programmatic, maintenance and security needs of the Institution. Per ODRC Policy 34-PRO-04, ODRC employees shall include those laid off from ODRC within the twelve months immediately preceding the closing date on the Contractor's employment posting. The selected Contractor will have the opportunity to review the training/personnel files of these employees and to interview them prior to the Service Commencement Date. The Proposal shall describe the process for providing such preferential hiring.

Neither the ODRC nor the State will be responsible for making any contributions to any employee benefit, retirement or similar plans (including, but not limited to the Ohio Public Employees Retirement System) with respect to periods commencing on or after the closing of the transaction; to the extent employees may remain in the Ohio Public Employees Retirement System, the successful bidder will be required to assume the obligation to make any such contributions from and after December 31, 2011 at 10:00 p.m.

- 6.7.3 All potential employees must pass a drug test prior to beginning work at the Institution. The Contractor will ensure that the Institution will remain drug free by providing for both random testing and testing for cause of employees and outline options for employees who require treatment services. The Contractor will make available Employee Assistance Programs for all staff. Proposals shall describe the Contractor's plans to maintain a drug free work force using the ODRC policy as a guideline.
- 6.7.4 The Contractor shall be responsible for conducting thorough background checks, including criminal background checks, on all employees, volunteers, subcontractors and consultants prior to hiring. The Contractor shall conduct background checks in a manner consistent with state of Ohio policies, procedures and practices. The Contractor is responsible for all costs associated with conducting background checks. The Contractor shall maintain appropriate records so that the On-Site Monitor may verify the completion of background checks.
- 6.7.5 Title 28, Code of Federal Regulations, Section 20.33 (a) (7) provides express authority for access to Federal Bureau of Investigation (FBI) Criminal History Record Information (CHRI) by private contractors pursuant to a specific agreement (Contract) with a criminal justice agency. The Contract must incorporate the Security Addendum approved by the Director of the FBI, acting for the Attorney General of the United States. To ensure compliance with this section, Offeror may refer to "Legal Authority for and Purpose and Genesis of the Security Addendum." The Security Addendum authorizes access to CHRI, limits the use of the information to the purposes for which it is provided, ensures the security and confidentiality of the information consistent with the regulations, provides for sanctions, and contains such other provisions as the FBI may require.
- 6.7.6 In addition, any Contractor personnel who will have access to criminal history record information and related data is required to sign a Certification [FBI SA 3/2003]. These forms shall be maintained on-site at the Institution.
- 6.7.7 An applicant will not be offered employment until the criminal background check and the pre-employment drug screen, at minimum, have been submitted, verified and processed by the Contractor's Personnel Officer. For classifications required to certify and recertify with weapons, the Contractor shall confirm candidates are legally able to carry a weapon prior to training and employment. All forms used, procedures followed and policies adhered to will apply equally to all levels of employees.
- 6.7.8 All background checks shall include reporting and verification of any inmate nexus. If an employee becomes aware of an inmate nexus, they shall immediately report such to the Warden's office. All inmate nexus notification shall also be reported to the ODRC On-Site Monitor. This policy and practice will apply equally to volunteers, subcontractors and consultants.

- 6.7.9 Proposals shall include the Contractor's job descriptions utilizing the minimum requirements and qualifications established by the ODRC for all positions at the Institution. Job descriptions and minimum qualifications are available upon request via the inquiry process. All employees shall have at least a high school diploma or its equivalent.
- 6.7.10 Each employee whose position requires a professional certification or license will be required to provide verification of licensure/certification as a condition of employment. If a position requires special certification and licensure, the Contractor shall only hire individuals who possess such credentials that are approved, registered or issued by agencies or boards of the state of Ohio. Proof of credentials in all personnel files must be available to ODRC designated representatives and to program and Institution auditors.
- 6.7.11 The Contractor shall strive to recruit and maintain a diverse workforce. A copy of the ODRC Equal Opportunity Plan is available upon request via the inquiry process. The Contractor shall monitor the company's diversity through annual EEO-1 reporting as well as monthly statistical reviews. Proposals shall describe the Contractor's equal employment opportunity policies and practices that will be used to satisfy all state of Ohio and federal requirements.
- 6.7.12 The Warden is responsible for carrying out all components of the ODRC Equal Opportunity Plan and for actively planning, recruiting, and implementing outreach activities designed to achieve annual recruitment and retention goals of women, minorities and veteran. The recruitment goals will reflect the racial, ethnic and gender characteristics of the Institution's county and contiguous counties. Proposals shall describe how the Institution-staffing plan reflects the goals of the ODRC Equal Opportunity Plan and how the ODRC Equal Opportunity Plan will be accomplished. The plan may reflect a deviation from the ODRC plan based upon geographical location.
- 6.7.13 The Contractor will establish and support an on-site EEO Committee that is charged with Institution EEO compliance, reviewing Institution statistical data pertinent to EEO compliance and developing innovative recruitment and retention strategies for female, minority, disabled and veteran personnel.
- 6.7.14 The Contractor shall supply employees with uniforms appropriate to their job position. All security, maintenance and operational support staff are required to wear uniforms. All other Institution staff (administration, treatment professionals) adheres to a strict employee dress code that meets accepted standards of appearance for correctional institutions personnel. All staff and approved volunteers must also adhere to a dress code restricting jewelry, badges, clothing displaying slogans and other items that pose a security risk or are not consistent with professional appearance.

6.8 MANDATORY MINIMUM STAFFING REQUIREMENTS

- 6.8.1 Attachment Fifteen reflects the mandatory minimum staffing requirements of the Institution. Based on the information provided in Attachment Fifteen and throughout the RFP, Offerors shall submit a total Institution staffing plan with relief factor that addresses the administrative, program, educational, maintenance and security needs of the Institution. Posts/positions may be added as needed.
- 6.8.2 The Proposal shall include a table of organization that, at a minimum, meets the requirements in Attachment Fifteen.
- 6.8.3 The Contractor shall maintain the ODRC mandatory minimum staffing requirements as specified in Attachment Fifteen. The Proposal shall describe how the following requirements shall be met:
1. The Contractor shall fill, in any manner available, including but not limited to, overtime, part-time, temporary service and Contract any temporary vacancy on any shift in order to maintain the minimum requirement.
 2. Any employee used to temporarily fill such vacancy shall be trained and qualified to fulfill the duties and post order requirements for that vacancy.
- 6.8.4 Recruitment of employees for the Institution will be aggressive so that the Contractor complies with the staffing level requirements in the security, mental health, medical areas and all other areas as established in this RFP. Proposals shall describe recruitment and hiring practices that will be used to fill vacant positions and how the approach used in filling vacancies will assure that program efficiency will not be negatively impacted. Additionally, the Proposal shall explain intended procedures to ensure due diligence in the recruitment process, as well as adherence to all Federal and State laws regarding hiring practices.
- 6.8.5 The ODRC shall monitor the Contractor's turnover rate within their security force. It is expected to be twenty percent (20%) or less. The turnover rate shall be based on calculations during a fiscal year (July through June). In the event the ODRC considers it to be excessive, the ODRC may require the Contractor to develop a plan that will be effective in reducing the turnover rate.

6.9 PRE-SERVICE TRAINING

- 6.9.1 The Deputy Director will consult with the Corrections Training Academy, National Institute of Corrections, the Ohio Peace Officer's Training Academy and others who are experienced in the field of training for all matters relating to pre-service, in-service, on-the job training (OJT) and specialized training.
- 6.9.2 All new employees will be required to successfully complete pre-service training as mandated by ODRC Policy 39-TRN-01 and applicable ACA requirements. The pre-service training program will be at least 120 hours in length for non-custody staff and 160 hours for custody staff. The training will be conducted at the Corrections Training Academy in Orient, Ohio.
- 6.9.3 An exemption to attend the pre-service training by new employees will not be granted, except through a letter of exemption signed by the Warden and submitted for approval and countersigned by the Corrections Training Academy Superintendent as mandated by ODRC Policy 39-TRN-01.
- 6.9.4 Upon successful completion of pre-service, all non-custody staff must complete a minimum of forty hours of classification-specific on-the-job training (OJT) prior to performing job assignments. Activities for non-custody staff may include: policy study and review, report writing, observation, consultation with other staff or completion of assessments/tests. Department heads will document OJT activities and forward documentation to the Training Officer for inclusion in the employee's training file.
- 6.9.5 On-the-job training (OJT) for custody staff shall consist of eighty hours of training. The person responsible for training delivery will develop course materials that address major topic areas appropriate to the officer's post or assignment. OJT course materials need not consist of written lesson plans, but will be designed to give a job-specific and post-specific context to the materials first introduced during orientation training.
- 6.9.6 Initial firearms qualification will be conducted under the supervision of a firearms instructor certified by a licensing agency. At no time will anyone who is under firearms disability participate in any aspect of firearms training.
- 6.10 IN-SERVICE TRAINING
- 6.10.1 The Contractor shall provide a minimum of forty hours of annual in-service training to all staff. In-service curriculum shall conform to ACA standards as well as any training that is mandated by law or ODRC Policy.
- 6.10.2 The Contractor will develop and submit to the Corrections Training Academy for approval an Annual In-Service Training Plan. The training year will conform to ODRC policy and be designated as July 1 through June 30. This plan will include complete outlines (including dates and times) and will be formulated according to the identified training needs and interests of staff as determined through a needs assessment process. Revision of the In-Service Training Plan will be subject to approval of the Corrections Training Academy. The annual training plan will be submitted for final approval by June 1 of each year. Annual in-service training shall not commence until an approved plan has been confirmed by the Corrections Training Academy.
- 6.10.3 The Contractor will establish a Training Committee that will meet not less than bi-annually to evaluate the adequacy of the in-service training curriculum and recommend revisions. Multi-disciplinary in nature, it should include at least the staff member responsible for training delivery, the Warden or Assistant Warden, at least one corrections officer, at least one program counselor, at least one representative from each of the identified subcontractors, and other members appointed as needed to reflect the full employee population.
- 6.10.4 The Contractor is responsible for obtaining instructors to fulfill pre-service and in-service training program requirements. The Corrections Training Academy must approve all instructors.
- 6.11 SPECIAL SKILLS TRAINING
- 6.11.1 The following is a list of all training for which specially skilled trainers are required: firearms, unarmed self-defense, transportation, CPR and first aid, Oleoresin Capsicum (OC) spray/chemical munitions, hostage negotiation, incident command system, and special response teams. Subject matter experts shall be used to instruct topics based upon specialized areas to include victim awareness, medical and mental health. The Contractor shall ensure that trainers selected have documented proficiency necessary to conduct the specialized training.
- 6.11.2 Skills requiring re-certification by a process of annual in-service training will include unarmed self-defense, firearms proficiency for any staff who issue or are issued firearms, OC spray, CPR and First Aid using an approved program from the American Safety and Health Institute, or the American Heart Association or the American Red Cross or the ODRC.
- 6.11.3 All unarmed self defense training provided shall be based upon a recognized response continuum and approved by the Corrections Training Academy. The curriculum shall prepare an employee to subdue an unruly inmate and/or defend him/herself against attack while minimizing the risk of injury to him/herself, the inmate and in accordance with Rule 5120-9-01 of the OAC. All staff with inmate/client contact will be required to complete unarmed self-defense training and demonstrate proficiency annually.

- 6.11.4 Minimally, custody staff who issue or are issued firearms shall complete firearms training and demonstrate proficiency annually. Firearms and related use-of-force training will utilize only those weapons, equipment and ammunition authorized by the Deputy Director.
- 6.11.5 The Contractor shall designate someone to be responsible for coordinating training delivery. He/she shall, at a minimum, be responsible for the following: maintain lesson plans for all training sessions, maintain training files for each employee, submit monthly reports to the warden regarding training attendance, documents failure to pass written or proficiency tests and certification criteria, schedules, coordinates, monitors classroom instruction and submits annual training reports to Warden.

6.12 LABOR AGREEMENTS

The Contractor shall include a no-strike provision in any labor agreement that it negotiates with a union that is formed or joined by its security (correctional officer) employees at the Institution. The Contractor shall use good faith efforts to reach early and peaceful settlement to any labor dispute including, but not limited to, picketing and strikes. The Contractor shall notify the ODRC at least sixty calendar days prior to the termination of any labor agreement with its Institution employees and shall immediately notify the ODRC upon learning of a potential or impending strike or labor disturbance at the Institution. In the event of a strike or labor disturbance, the ODRC may call on available emergency resources to operate or control the Institution until the strike or disturbance has ended. In the event of such, the Contractor shall cooperate with the ODRC to ensure safe operations and shall reimburse the ODRC via a credit to be applied to monthly billings for any costs incurred during or related to the strike or disturbance.

6.13 ODRC ON-SITE MONITOR

- 6.13.1 The ODRC shall appoint an On-Site Monitor, an employee of the ODRC, to be the official liaison between the Institution Warden and the Director or his designee. The On-Site Monitor's primary responsibility shall be to determine compliance with all requirements, terms and conditions of the Contract.
- 6.13.2 The On-Site Monitor shall have an office at the Institution in space designated by the ODRC. The office shall not be master keyed with any other area of the Institution. Individually keyed access shall be provided and maintained. The Contractor shall be provided one key for emergency access. A secure lock box with a glass break front will be provided for storage of this key and any use by the Contractor will be documented by the Contractor and reported to the monitor within six hours after use by the Contractor.
- 6.13.3 The ODRC may provide any computer software it deems necessary to meet information and communication requirements for the On-Site-Monitor.
- 6.13.4 The ODRC shall develop appropriate and regular procedures to monitor Contract compliance by the Contractor.
- 6.13.5 The Contractor shall forward to the On-Site Monitor within 24-hours of receipt by the Contractor or its agents a copy of all reports from investigating agencies as well as operational reports requested by the On-Site Monitor. These reports include, but are not limited to, the following: Ohio State Highway Patrol or local law enforcement, State Fire Marshall, Department of Health, State and Federal Environmental Protection Agencies, the Occupational Safety and Health Administration, and the Ohio Department of Natural Resources.
- 6.13.6 The Contractor shall be responsible for all supply and equipment costs associated with the On-Site Monitor's office.

6.14 RECORD OFFICE

- 6.14.1 ODRC plans to discontinue the assignment of its employees at the Institution Record Office on or about July 1, 2012, when the ODRC will centralize the Institution's Record Office O&M under the ODRC Division of Legal Services consisting of the Bureau of Sentence Computation (BOSC) and the Bureau of Records Management. Before such centralization, DRC plans to relocate the records staff currently at the facilities covered by this proposal to a nearby location so that the Contractor will not be required to make space or equipment allowances for them. The Contractor shall be responsible for all release operations upon the expiration of sentences as directed by the appropriate sentence records or Sentence Bureau staff, and shall be responsible for supply and equipment costs associated with that function in the Institution. After such centralization, record office employees will not be assigned to the Institution and the ODRC On-Site Monitor will assist the Contractor's administrators with release functions and documents that were traditionally performed by record office staff.

The BOSC monitors and promotes consistent O&M within the ODRC by adhering to the ORC, OAC, and DRC policies, and the enforcement of other applicable laws pertaining to sentencing issues. The Bureau of Records Management supplies offender information and preserves both active and inactive offender records. In its role as custodian of records, this office guards the integrity and security of those documents, as well as the public's legitimate rights to access information from them. Information furnished by the Bureau and the ODRC records management staff must be safeguarded accordingly.

6.14.2 The Contractor shall provide to the ODRC records staff accurate and timely information either as received from outside sources or via normal Institution processes.

6.14.3 ODRC shall provide the Contractor and its designated employees with any necessary access to all ODRC inmate records. O&M of inmate records shall follow ODRC Policy regarding record keeping, handling of information, confidentiality, storage, check-out, return and transfer process. All files shall be created, assembled, and maintained in accordance with ODRC Policy.

6.15 ASSIGNMENT OF INMATES

6.15.1 The ODRC shall have sole and exclusive authority to determine which inmates will be assigned to the Institution.

6.15.2 The ODRC recognizes the guarantee of ninety percent (90%) occupancy referenced in Section 9.4 of this RFP, notwithstanding the actual population unless the ODRC and the Contractor agree otherwise.

6.16 TRANSPORTATION OF INMATES

6.16.1 The ODRC shall transport newly assigned reception inmates and inmates assigned from other institutions to the Institution. The Contractor shall be required to transport inmates to necessary appointments (e.g., medical, dental, court, etc.). The Contractor shall be required to transport inmates who are subject to administrative transfer to the Lorain Correctional Institution except as indicated in Section 6.31.2. The Contractor shall provide transportation of inmates' incidental to release and any other transportation of inmates as directed in Section 6.50.

6.16.2 The Contractor agrees that, if an inmate is scheduled to be transferred to one of the two ODRC prisons closest in distance to Contractor's Institution then they shall transport the inmate directly to that prison without utilizing the Lorain Correctional Institution or Correctional Reception Center.

6.17 INMATE ORIENTATION AND HANDBOOKS

6.17.1 Upon arrival at the Institution, inmates will receive the following initial in-processing activities:

- a. Review transportation body receipts to verify identity of each arriving inmate and forward copies to the count officer, who will enter the inmates on the master inmate roster;
- b. Conduct thorough unclothed search of each inmate and seize any unauthorized items;
- c. Notify medical personnel for immediate examination and treatment of any sick or injured inmate;
- d. Inventory property in the presence of each inmate and document authorized items on ODRC's property inventory form. Completed forms must be signed by both the inmate and officer and distributed accordingly. Unauthorized items of personal property will be tagged with a Contraband Control Slip for identification, secured inside the contraband vault and disposed of according to ODRC Policy and OAC;
- e. Take photographs of each inmate and issue ODRC identification card, if needed;
- f. Issue authorized amount of clothing, footwear, bedding and linens. Provide indigent inmates with the basic articles for personal hygiene;
- g. Provide each inmate with an inmate handbook and information on the scheduled activities which will occur during the remainder of the reception and orientation process. Contractor's staff will meet with inmates to ascertain if they have any concerns or need clarification on any issue. Private discussions will occur if the inmate requests. Unit staff will do a follow-up within seven days of the inmate's arrival and provide an organized orientation program. Staff will provide assistance with regard to understanding orientation and/or the inmate handbook to those inmates who do not speak English; and
- h. Obtain bed assignments and arrange escort to the housing section designated for newly assigned inmates.

6.17.2 Thirty days prior to the Service Commencement Date, the Contractor shall provide to the Deputy Director the orientation program and inmate handbook, it intends to use at the Institution for approval. The handbook shall provide all information needed by the inmates on a daily basis and include, but not be limited to, administrative staff and department head names, department descriptions, hours of operation, Institution rules and procedures for visiting, packages, grievances and disciplinary appeals. The handbook shall be updated annually or as major changes become effective.

6.17.3 Proposals shall include a sample orientation program agenda and an inmate handbook currently being used by the Offeror.

6.18 UNIT MANAGEMENT

6.18.1 The Contractor's staffing plan shall reflect Unit Management principles and identify specific areas of responsibilities, caseload assignments and schedules. At a minimum, it shall include:

- a. One Unit Manager;
- b. Two Case Managers;
- c. Two Correctional Counselors; and
- d. One clerical support.

6.18.2 Unit Staff must provide 12 hours of coverage Monday thru Friday and 8 hours of coverage Saturday and Sunday. Caseload assignment for Unit Managers and clerical support will not exceed 500 inmates per caseload. Caseload assignment for Case Managers and Correctional Counselors will not exceed 250 inmates per caseload.

6.18.3 Proposal shall describe the Contractor's policies, procedures and practices for the operation of Unit Management at the Institution in accordance with DRC Policies and rules of the OAC. The Proposal shall include a copy of a Unit Plan from an existing Institution, or a draft copy of a Unit Plan with their Proposal. At a minimum, the Unit Plan shall contain the following:

- a. Unit Description;
- b. Unit Rules and Regulations;
- c. Programs and Services;
- d. Unit Operations and Schedules;
- e. Unit Staffing and Caseload Assignment;
- f. Unit Emergency Plans; and
- g. Unit Records/Evaluations.

6.18.4 The Unit Plan for Institution must be submitted to the Deputy Director for review and approval, no later than sixty days after the Service Commencement Date.

6.19 SECURITY AND CONTROL REQUIREMENTS

6.19.1 The Proposal shall describe how the Contractor's policies, procedures and practices for the security and control of Institution meet all applicable requirements of ORC Section 9.06 as set forth in Attachment Eight.

6.19.2 The Contractor's security staffing plan shall identify all security post assignments for the operation of all shifts, including any outside or off premise assignments at the Institution. A copy of the Institution building and Institution drawings may be used to designate the positioning of the post assignments.

6.19.3 The Proposal shall include copies of post orders for the central control center and one housing unit security post taken from a comparable Institution operated by the Contractor.

6.19.4 The Contractor shall submit to the Deputy Director for review and approval a complete set of post orders for all security posts at the Institution no later than thirty days prior to the Service Commencement Date. All post orders shall contain all the information needed for the employee to perform required job duties and operate any equipment at the specific post.

6.19.5 Contractor shall provide individual spider alert transmitters for each staff member who will be assigned with direct inmate contact within the secure perimeter. Contractor shall provide a sufficient number of Multi Agency Radio Communication System (MARCS) radios and chargers in order to ensure constant communication capability for all officers and support personnel. In addition, a sufficient number of radios and head sets in support of the Institution's Tactical Special Response Team (SRT) shall be provided. All transportation vehicles will be equipped with a radio, and transportation officers will be issued a cellular telephone prior to departing the Institution.

All users of Ohio MARCS radio equipment will operate the radio equipment in strict accordance with the rules and regulations published by the Federal Communications Commission and the policies set forth by the Ohio MARCS program and will be held personally responsible for the rules, regulations and policies.

6.19.6 The Contractor shall provide staff to maintain the perimeter security for the Institution. The Proposal shall describe the plans and procedures relevant to securing the perimeter, preventing escapes, assuring the protection and safety of the community and preventing any unauthorized access into the Institution. This will include the coverage for a perimeter vehicle on every shift.

6.19.7 The Contractor shall provide security at all times for inmates assigned to its care and custody both within the confines of the secure perimeter and when outside the secure perimeter which includes, but is not limited to, outside court appearances, off-site medical appointments and hospital stays, outside work details and community service projects.

6.19.8 The Proposal shall describe how staffing will be provided in the event of sickouts, work stoppages or strikes, both by inmates and staff.

6.19.9 The Proposal shall include a detailed outline of an escapee apprehension plan from a comparable Institution operated by the Contractor. The Contractor shall be required to engage in hot pursuit of escapees within the immediate area of the Institution.

The Contractor's policies on the pursuit of escapees shall be consistent with ODRC Policy 310-SEC-19 as well as other relevant policies or rules of the OAC.

- 6.19.10 The Proposal shall include a plan for managing inmate disturbances and hostage taking. This plan shall be consistent with ODRC Policies 310-SEC-18 and 310-SEC-20, as well as other relevant policies or rules of the OAC.
- 6.19.11 The Contractor shall have its own special response team and hostage negotiation team in accordance with ODRC Policies 310-SEC-15 and 310-SEC-17, as well as other relevant policies or rules of the OAC.
- 6.19.12 The Contractor shall pay all expenses incurred for assistance by state or local agencies. Such costs incurred by ODRC shall be handled as a credit and deducted from the Contractor's monthly billing. The ODRC is not responsible for any expenses stemming from the investigation, litigation or prosecution of any crimes committed at the Institution.
- 6.19.13 The ODRC reserves the right to take immediate control of the Institution during an emergency situation and operate the Institution pursuant to Critical Incident Management (CIM) policy. The Proposal shall describe the Contractor's plan for immediate transition of O&M of the Institution to the ODRC in an emergency situation.

6.20 DISCIPLINARY PROCEDURES

- 6.20.1 The Contractor shall implement an inmate disciplinary process comparable to that utilized by the ODRC.
- 6.20.2 The Contractor shall provide staff to handle responsibilities of the inmate disciplinary process except for appeals to the ODRC Director.
- 6.20.3 The Contractor shall abide by all decisions of the ODRC Director or his designee on any appeal of a disciplinary action at the Institution. Decisions of the Director concerning other ODRC institutions will be reviewed and incorporated into the Institution disciplinary process as directed. Decisions of the Director on appeals shall be used in the training process at the Institution for hearing officers and members of the rules infraction board.
- 6.20.4 The Contractor shall only use the rules of conduct as defined in the relevant rules of the OAC and ODRC policies for the imposition of inmate discipline.
- 6.20.5 Proposals shall briefly demonstrate how the inmate disciplinary process implemented will comply with applicable rules of the OAC and ODRC policies.

6.21 USE OF FORCE

The use of physical force and firearms shall be in compliance with federal, state or local law and rules of the OAC and ODRC policies. The Contractor will follow ODRC policy regarding approved weapons. The Contractor and its employees shall obtain their firearms training/certification to perform job-related duties through the Corrections Training Academy. Neither the provision of training nor the assignment of a firearm confers peace officer status to an employee of the Contractor. Proposals shall describe the in-service training that will be provided to staff assigned to carry weapons and the methods by which training effectiveness is verified.

6.22 CRITICAL INCIDENT MANAGEMENT

- 6.22.1 The ODRC shall provide an initial, one-time training session to the following Contractor's employees in the critical incident management (CIM) system used by the ODRC: Warden, Deputy Wardens, Chief of Security, Investigator, Captains, Training Officer. The Contractor may include other positions not to exceed a total class of fifteen.
- 6.22.2 The Contractor shall be responsible for training any additional staff in CIM. The Contractor shall comply with training requirements for CIM established yearly by the ODRC Office of Prisons.
- 6.22.3 The Contractor shall be expected to have CIM trained staff and to resolve a critical incident. If the ODRC exercises its right to intervene in an escape, major disturbance or other emergency situations, CIM techniques shall be employed.

6.23 SECURITY THREAT GROUP (STG) IDENTIFICATION, MONITORING AND MANAGEMENT

The Contractor shall comply with ODRC Policy 310-SEC-12 to fully participate in the ODRC STG identification, monitoring and management program. This participation includes, but is not limited to, holding monthly STG intelligence meetings, identifying STG affiliated inmates, monitor STG and member activities, manage STG related inmate behavior, provide STG information to ODRC Office of Prisons and attend quarterly STG meetings.

6.24 INMATE GRIEVANCE PROCEDURES

- 6.24.1 The Contractor shall have an employee designated as the Institution Inspector whose primary duties shall be to meet the requirements of the rules of the OAC and ODRC policies regarding the inmate grievance procedure.
- 6.24.2 The Contractor shall abide by the decisions of the ODRC Office of the Chief Inspector as issued on grievance appeals. Decisions that materially affect the Contract shall be immediately brought to the attention of the ODRC On-Site Monitor.
- 6.24.3 Proposals shall briefly describe the process they will implement and demonstrate how the process will comply with applicable rules of the OAC and ODRC Policies.

6.25 KITES

The Contractor shall make readily available to the inmate population written communication forms (kites) for the purpose of contacting staff to resolve questions and problems. The Contractor's staff shall provide answers in accordance with rules of the OAC and ODRC policies.

6.26 VISITATION

- 6.26.1 The Contractor shall make available to staff, inmates and visitors, rules pertaining to visiting the Institution.
- 6.26.2 Proposals shall describe a plan for addressing inmate visitation in accordance with rules of the OAC and ODRC policies.
- 6.26.3 Proposals shall describe the procedures to prevent contraband items from being passed by outside contacts into the Institution in accordance with rules of the OAC and ODRC policies.

6.27 FOOD SERVICE

- 6.27.1 The Contractor shall prepare and serve all meals to meet or exceed the nutritional and caloric requirements in accordance with the ODRC cycle menu. The Contractor will provide meat-free entrees that are the equivalent to meat-free entrees served at other ODRC facilities to satisfy religious concerns. The Contractor shall also provide appropriate therapeutic diets as authorized by health care staff.

A registered dietetic technician will provide weekly on-site services to provide nutritional care. Contractor will be responsible for licensure supervision in accordance with ORC Section 4759.10 (B).

Nutritional care will include, but not be limited to, nutritional assessment in collaboration with the provider, nutritional care plans, nutritional education, and nutritional and food service programming in compliance with ODRC Policies and protocols. Contractor's food service personnel will ensure special diets are provided in accordance with provider orders and ODRC Policy.

- 6.27.2 The Contractor shall be responsible for a weekly recap of all meals served submitted electronically to the ODRC Dietary Operations Manager and On-Site Monitor.
- 6.27.3 The Contractor shall be responsible for the cleanliness and sanitation of the food service areas.
- 6.27.4 The Contractor shall provide a minimum of three and a maximum of eleven special holiday meals observing State holidays during a calendar year. The Proposal shall include copies of special holiday meal menus.
- 6.27.5 The Contractor shall obtain and maintain all federal, state and local licenses and permits required for the operation of food services. If any license, permit, certification, or accreditation expires or is revoked, or any disciplinary action taken against an applicable license, permit, certification, or accreditation, the Contractor shall notify the ODRC immediately.

The Contractor shall obtain and maintain a license with the local Health Department and submit an annual inspection report to the ODRC On-Site Monitor. The inspection report shall include notice of any corrective action taken by the Contractor. The Contractor shall also submit special inspection reports from the Health Department to the ODRC On-Site Monitor.

- 6.27.6 The Contractor's staff shall be required to supervise, train and motivate the available inmate labor force to perform tasks related to food service operations including food handling, preparation, service, storage and sanitation.
- 6.27.7 The Contractor shall establish and provide food-service apprenticeship training to inmate workers according to the ODRC apprenticeship program guidelines.

- 6.27.8 The Contractor shall be responsible for implementing routine inspections of food service related supplies and equipment to assure optimal cleanliness and suitability for continued use.
- 6.27.9 A copy of the daily food service inspection checklist, weekly and monthly sanitation reports shall be provided, on a daily, weekly and monthly basis, to the ODRC On-Site Monitor. The checklist shall include notice of any corrective action taken by the Contractor.
- 6.27.10 The Proposal must include a written quality assurance program for the food service program designed to maintain a consistent level of high quality service in compliance with ACA standards.
- 6.27.11 The Proposal shall describe the Contractor's plan to operate and manage food and dietary services at the Institution in accordance with ODRC policy.

6.28 EDUCATION

6.28.1 General Requirements

- 6.28.1.1 The educational component of the Institution will be assigned to and come under the direction of the ODRC Superintendent of the Ohio Central School System (OCSS).
- 6.28.1.2 The Contractor shall provide a full range of educational services to meet the needs of all inmates at the Institution who are eligible to participate. Eligible inmates in need of educational services shall receive programming at no cost to the inmates. Educational programs at the Institution shall be provided to meet the needs of all inmates regardless of the length of stay.
- 6.28.1.3 All inmates at the Institution who have neither a high school diploma nor a GED shall participate in educational programming.
- 6.28.1.4 The Contractor shall incorporate OCSS management software and the monthly/quarterly reporting system.
- 6.28.1.5 The school shall maintain an average daily attendance of eighty-five percent (85%) of inmates enrolled in educational programs.
- 6.28.1.6 An annual needs assessment survey instrument shall be submitted to OCSS sixty days after Service Commencement Date and in January of each contract year.
- 6.28.1.7 The OCSS will supply the Contractor with education equipment upgrades. The technology offered by new equipment is necessary to ensure education staff is able to maintain the records as required by education policy and audit standards. Additional upgrades, software purchases and warranty issues will also be the responsibility of the OCSS. This education equipment will remain the property of the OCSS, and will be considered to be on loan to each Institution for as long as the Contract is in effect.
- 6.28.1.8 The Contractor must comply with the requirements of the Fixed Asset Management System in regard to documenting the equipment on their respective inventory reports. In addition, the OCSS will maintain documentation of the purchase of this education equipment and of the transfer to the Institution.

6.28.2 Staffing Requirements

- 6.28.2.1 The ODRC shall provide a part-time Principal for the Institution. The Principal shall be identified as the educational leader of the programs and shall be responsible for coordination of educational programs between the Institution and the ODRC.
- 6.28.2.2 The Contractor shall engage only licensed, qualified personnel to provide professional coverage. The decision for staffing shall take into account the scope of practice as it relates to assessment, educational guidance and educational programming to ensure the coordination and implementation of education services at the Institution. The Contractor shall provide an appropriately licensed Guidance Counselor to maintain compliance with special education law.
- 6.28.2.3 The ODRC Principal and Assistant Principal shall closely administer education programs to ensure quality control and accountability. He/she will be responsible for, at least annually, observing and evaluating each teacher's classroom teaching methods and presentation of curriculum. He/she shall hold appropriate Ohio Department of Education licensure. He/she shall conduct annual needs assessments to determine programming needs, staff training needs, Institution needs and other areas needing improvement. Such needs assessment shall include, but not be limited to, an analysis of program data demographically desegregated analysis of actual staff and student input.
- 6.28.2.4 The Contractor's Education staff will receive direction from the ODRC Principal and Assistant Principal in directing the Institution educational program following the plan as established by this agreement and the OCSS policies and procedures.

- 6.28.2.5 The Education Department shall be given budgets to operate within and shall be supported, monitored and held accountable for quality educational programs by the Contractor's central office.
- 6.28.2.6 For the basic academic and Career Tech programs, the Contractor shall employ professional staff certified by the Ohio Department of Education (ODOE) at the level appropriate for their academic or Career Tech assignment. All staff must maintain appropriate professional licensing as required by ODOE.
- 6.28.2.7 The Contractor shall maintain employee personnel files on site that contain the following: service records, official transcripts showing degree conferred for assignment, teacher certification and employee evaluation.
- 6.28.3 Student Assessment and Placement:
- 6.28.3.1 Procedures approved by the ODRC/OCSS shall be used to identify and place inmates into the educational programs consistent with the processes utilized by OCSS.
- 6.28.3.2 The Contractor shall administer the appropriate level of a Nationally Recognized Standardized Assessment upon admission if a current (within last ninety days) score is not available from ODRC/OCSS to establish an instructional baseline and to assist with the placement decision.
- 6.28.3.3 The Contractor shall administer the appropriate level of a Nationally Recognized Standardized Assessment on a quarterly basis to assess learner progress and to guide further placement decisions.
- 6.28.3.4 The Contractor shall provide General Education Development (GED) testing services as appropriate to accommodate testing needs of the student population.
- 6.28.3.5 The Contractor shall provide additional aptitude, interest, learning style and language testing as appropriate to augment and support the instructional program.
- 6.28.3.6 The ODRC Special Education teacher shall ensure that Special Education inmates shall be enrolled in educational programs commensurate with their abilities and needs as identified in the Individual Education Program (IEP) process. Refer to the definition in Attachment Ten.
- 6.28.4 Academic Programs
- 6.28.4.1 The Contractor will provide academic programming that meets the needs of all inmates from illiterate through GED level.
- 6.28.4.2 The Contractor shall provide a Literacy Unit(s) for instruction of functionally illiterate inmates as determined by standardized assessments. ODRC will provide computers, software and updates for these units.
- 6.28.4.3 The Adult Basic Education program includes, but is not limited to, instruction in communication, computation and Character Education necessary for an adult to function in society.
- 6.28.4.4 Pre-GED and GED education includes, but not be limited to, instruction in reading, language arts inclusive of writing production, mathematics, literature, science, social science and Character Education for an adult to function in society. The GED testing program must maintain a seventy percent (70%) average passing rate.
- 6.28.4.5 Special education and related services shall be provided by an ODRC Special Education Teacher in conjunction with Academic and Career Tech teachers as identified in the IEP to inmates/students to assist them in achieving program completion.
- 6.28.4.6 Written curricula are required for all academic programs, including Character Education, and these curricula shall be competency-based and adult appropriate. All curricula shall be provided by the OCSS.
- 6.28.4.7 Students' progress toward the identified curriculum objectives shall be based on demonstrated mastery of specified objectives stated on the OCSS Course of Study and reported on the OCSS "Monthly Enrollment Report".
- 6.28.4.8 The instructional delivery process shall consider the varying styles and rates of student learning, the varying student ability levels, and a variety of adult learner interests.
- 6.28.5 Career Tech Programs
- 6.28.5.1 The Contractor shall provide adult competency-based Career Tech training program(s) to inmates in areas identified by OCSS/ODOE as priority occupations.

- 6.28.5.2 Within sixty days after the Service Commencement Date, the OCSS and the Contractor will reach an agreement on the Career Tech program(s) to be offered with input by the ODOE. Priority consideration shall be given to those Career Tech programs that are already in the prison.
- 6.28.5.3 The Contractor shall utilize the OCSS Career Tech competency-based Course of Study and industry assessment or OCTCA test for program completion. Classroom assignments will also be considered for completion of the program. When an inmate successfully completes a program, he will be awarded a Certificate of Completion for said program and it will be recorded in the Inmate's portfolio.
- 6.28.5.4 Individual student progress records shall document specific mastery of competencies and skills delineated for each secondary adult Career Tech program. All students who participate in career technical education programming will take the following sections of the Work Keys test: Locating Information, Reading for Information and Applied Math or other assessments as designated by ODOE.
- 6.28.5.5 All instructors in career technical education programs will develop and maintain a current advisory committee for their program.
- 6.28.5.6 Approved career technical education programs shall be so designed in order to maximize the opportunity for the greatest number of eligible students to be served in a fiscal year to include an open entry/open exit format.
- 6.28.5.7 Career Tech Certificates shall be awarded through the Career Tech Director of the OCSS to those Career Tech students who achieve skill mastery and who complete the minimum hours of instruction as defined by the ODOE.
- 6.28.5.8 The Career Tech instructor(s) shall have Career Tech secondary certification through ODOE.
- 6.28.5.9 The Career Tech program shall meet space, equipment, and instructional requirements as determined by the ODOE.
- 6.28.5.10 The Career Tech program shall maintain an eighty-five percent (85%) completion rate.
- 6.28.5.11 Career Tech program completers shall maintain a sixty percent (60%) rate of either completing the GED or having a high school diploma.
- 6.28.5.12 Advanced Job Training, a recommended transition program by ODOE and the Board of Regents, shall be made available through the Ohio Penal Education Consortium (OPEC) to eligible inmates as specified by OCSS.
- 6.28.13 Apprenticeship, a recommended transition program, by ODOE and the Ohio State Apprenticeship Council, shall be made available to eligible inmates as specified by OCSS,
- 6.28.6 Special Populations
- 6.28.6.1 Education programs shall meet the needs of special populations, i.e., English as a Second Language (ESL), education for the handicapped and for the slow learner.
- 6.28.6.2 An ODOE/ODRC licensed education staff member shall be responsible for the identification and testing of special needs students in accordance with standard special education assessment procedures.
- 6.28.6.3 Identification, testing and placement of inmates into the educational programs within the Institution shall insure that all students in need are served regardless of whether or not inmates were served by OCSS.
- 6.28.6.4 Non or limited English speaking inmates shall be served in the education programs.
- 6.28.6.5 Special education instruction for students shall be provided for inmates whose inability to read or compute competently is the result of a learning disability or other identified handicapping condition(s).
- 6.28.6.6 Psychological testing services shall be provided for all inmates who have had an Evaluation Team Report (ETR) and who are suspected of having a disability so as to determine eligibility for Special Education services. These services will be using Special Education funds allocated to ODRC by ODOE.
- 6.28.7 Student Guidance Counseling Services
- 6.28.7.1 Student counseling services to augment and support the instructional program shall be provided.
- 6.28.7.2 Educational orientation shall be provided for all incoming inmates.
- 6.28.7.3 Information on test taking skills shall be provided.

6.28.7.4 Students shall be placed in academic classes based, in part, on achievement battery or locator test scores.

6.28.7.5 Character Education shall be provided for Education inmates using the approved Course of Study provided by ODRC/OCSS.

6.28.8 Libraries

6.28.8.1 The Contractor shall provide adequate library services to support the educational programs. Library services, including inter-library loan, shall be available to the inmate population daily, to include evenings and weekends. Excluding exceptional circumstances, the library shall be open and accessible to inmates no less than twenty-four hours a week to include weekends, and evening sessions. During hours and/or days when the library is not accessible to the inmate population, library services are to be provided through the use of book carts, housing unit libraries or other alternative system as determined by the Library Advisory Committee.

6.28.8.2 The library shall be under the direction of a Masters of Library Science (MLS) degreed librarian who shall be on site. Other staff shall be provided as appropriate to meet the requirements outlined in this section.

6.28.8.3 The Institution collection shall have, at a minimum, five books per inmate, or ten books per student, whichever is greater.

6.28.8.4 Institution rules and procedures relating to the library operations shall be in writing and posted.

6.28.8.5 All materials shall be catalogued using the Dewey Decimal System.

6.28.8.6 The library materials shall serve as a resource center for the entire educational program. The materials provided shall be adequate in quantity, quality and type to assure the learning necessary for the development of academic skills, Career Tech competencies and personal growth. In order to accomplish this, the following percentage guidelines applied to the Dewey Decimal classifications shall be the goal of the Institution.

6.28.8.7 As a percentage of the total unit collection, the holdings should be:

Reference: 10-15% Non-Fiction: 55-60% Fiction: 30%

Non-Fiction goals expressed as a percentage of the non-fiction holdings should be:

000	General Works	3.5-4% of the non-fiction
100	Philosophy	2-4% of the non-fiction
200	Religion	4-5% of the non-fiction
300	Social Science	11 -13% of the non-fiction
400	Language	3-4% of the non-fiction
500	Pure Science	6-10% of the non-fiction
600	Applied Science	9-15% of the non-fiction
700	Fine Arts and Sports	10-12% of the non-fiction
800	Literature	15-20% of the non-fiction
900	History & Travel	10-15% of the non-fiction

Annual selections reflecting movement toward these goals will be viewed as evidence of compliance with above section.

6.28.8.8 The Library shall have a minimum of thirty-five periodicals and newspapers with newspapers representing the major geographical locations of Ohio and 3-4 national newspapers (i.e., New York Times, USA Today, Washington Post, and Wall Street Journal).

6.28.8.9 The Legal Library shall be maintained in accordance with ODRC Policy 59-LEG-01.

6.28.8.10 The librarian shall consider the curriculum needs of the instructional staff when ordering volumes for the library collection and required professional journals.

6.28.8.11 An inventory of the Institution library shall be conducted annually by the MLS.

6.28.8.12 Circulation records will be kept and an annual survey will be done for the purpose of evaluating inmate use of the library.

6.28.8.13 Appropriate space, including shelf space, shall be provided for the library. Library seating and workspace for students and teachers shall be provided using standard library furnishings as appropriate for the instructional program. Each student shall have access to the library no less than twice a week individually or as a class group. General population inmates shall have weekly access to the library.

6.28.8.14 Library orientation shall be provided to all inmates.

6.28.9 Training

Contractor's education staff shall participate in OCSS/ODOE required Local Professional Development Committee activities.

6.28.10 Evaluation

6.28.10.1 At least annually, all professional staff will be evaluated on OCSS evaluation criteria. Evaluation data will be used as the basis of program improvement.

6.28.10.2 Proposals must identify all State and/or federal entitlement programs that some or all of the inmates are presently authorized by law to receive. Each source of entitlement funding must be identified separately as well as the proportion of the inmate population which it is anticipated will fall within the category of persons entitled to the support.

6.28.10.3 Proposals shall contain a written description of the education plan considering all the above educational criteria and demonstrate how the education program will be conducted at the Institution.

6.29 MEDICAL SERVICES

6.29.1 General Requirements

6.29.1.1 The Contractor shall deliver a complete and operational integrated health care system in compliance with applicable ODRC policies, Rules of the OAC, all protocols issued by the ODRC and Federal, State and local laws. ODRC policies and protocols may be accessed on-line at http://www.drc.ohio.gov/web/drc_policies/drc_policies.htm. Any incidental medical or dental items omitted from these specifications shall be provided as part of the Contractor's price in order to deliver a working comprehensive inmate medical services program and be in compliance with the specifications and requirements of this RFP.

6.29.1.2 Services will be designed to both protect and promote the physical and mental well-being of the inmates residing at the Institution. ODRC approved policies, procedures and protocols will be implemented at the Institution to ensure all inmates have unimpeded access to the medical, mental health, and dental staff commensurate with community standards. Protocols will not only provide for internal medical services, but promote a seamless continuation and completion of treatment after an inmate has been released.

6.29.1.3 The Contractor shall provide for the clinical and managerial administration of the health care program. The Contractor shall be responsible for all office supplies used in conjunction with the delivery of health care services at the Institution. The Contractor must submit all medical and dental reports as required by ODRC policies and protocols, attend relevant institutional and statewide meetings and follow ODRC incident reporting policies.

6.29.1.4 The Contractor shall be responsible for the cost of disposal of all bio-hazardous waste produced by the Contractor in the course of this contract.

6.29.2 Receiving Screening

A receiving screening shall be completed within twelve hours of an inmate's arrival at the Institution to assess his current medical, dental and mental health status. The screening examination must be performed by qualified registered nurses, nurse practitioners or physician assistants and must include a review of the inmate's medical record from the transferring institution, verified for accuracy and need for follow-up. All findings must be documented in each patient's chart.

6.29.3 Sick Call

6.29.3.1 Health complaints from inmates must be processed at least daily. Health trained personnel (Physicians, Physician Assistants, Nurse Practitioners or Nurses) will solicit and act upon all complaints with referrals to other qualified health care professionals as required.

6.29.3.2 Nurses' sick call must be held at least five times per week by a Registered Nurse(s) and must be accessible to all inmates regardless of their security status.

6.29.3.3 A physician or licensed physician extender (Physician Assistant or Nurse Practitioner) shall be on site at Institution through the completion of sick call and treatments and be on-call 24 hours a day, seven days a week. The Contractor shall provide physician and extender services sufficient to meet Doctor's Sick Call demand without incurring a backlog exceeding two working days. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement. If the Contractor utilizes physician extenders, the medical director must provide on-site services at least once a week or as required by any supervision plans approved by the Ohio Medical Board.

6.29.4 Infirmery and Nursing Care

The Contractor shall provide infirmery services to be used for inmates requiring acute nursing care, chronic care or convalescent care but not requiring hospitalization. All infirmery inmates shall be within sight or sound of a staff member. Staffing must include at least one Registered Nurse on site twenty-four hours a day, seven days a week with additional staffing to provide appropriate care in a timely manner. Additionally, the Contractor shall provide infirmery rounds on each shift by nursing staff, physician rounds each business day, on-call coverage, a manual of nursing care procedures and a separate medical records entry in each patient's chart for each infirmery admission.

6.29.5 Specialty Services

The Contractor shall make referral arrangements with medical specialists for the treatment of inmates with problems that extend beyond the scope of services provided on-site. Specialty care must be completed in a timely manner. Records shall be kept of the type of referral, the date of referral and the date of the completed appointment. In addition, any delays in scheduling, completing the appointment and reasons for the delay are to be recorded in a log maintained by the scheduler. Follow-up with the patient will occur within 14-days of consult to discuss the plan of care. Specialty care shall include, but is not limited to, the following services: oral surgery, gastroenterology, surgery, orthopedic, physiotherapy, urology, podiatry, dermatology, audiology, neurology, internal medicine, nephrology, oncology, neurosurgery, orthotics, infectious disease, physical therapy, optometry, X-ray, respiratory therapy, cardiology, ophthalmology, HIV & AIDS care, and endocrinology. The Contractor may not refuse transfers of inmates to Institution with pre-existing conditions and must provide appropriate medical care to those individuals.

The Contractor must also provide documentation that it has made arrangements with appropriate local specialty physicians to ensure the delivery of specialty services.

6.29.6 Emergency Medical Services

First aid and emergency medical services must be available for inmates, staff and visitors. Physician on-call and emergency services shall be provided 24 hours a day, seven days a week, including holidays. Life threatening emergencies shall be transported to the nearest appropriate emergency Institution. The Contractor is financially responsible for emergency services which includes, but is not limited to, 24-hour physician on-call services, emergency transport services to, treatment received, and any costs associated with care given at an approved emergency Institution. All clinical and direct care staff at the Institution shall be trained in CPR and emergency response. Response time for emergency services must conform to local community standards.

6.29.7 Hospital Services/Care

When hospitalization of an inmate is required, the Contractor will be responsible for the arrangement and cost of all hospital services and care. All routine hospital admissions are to be provided at a hospital as near the Institution as possible. The Proposal must indicate the hospital that most likely will be used in performance of the Contract. The final determination of the hospital to be used must be disclosed no later than thirty days prior to the Service Commencement Date. The ODRC must agree upon any changes in the choice of the hospital. The Contractor will also manage the reentry and release planning for medically fragile inmates which includes, but is not limited to, nursing home placements and assisting the inmate with social security disability and Medicaid application.

6.29.8 Chronic Disease Management

Inmates with chronic disease requiring ongoing medical management will be evaluated and treated according to ODRC policy and protocol. The responsible physician or extender shall develop a written individualized treatment plan with input from the patient. Staff will be designated to schedule and track these patients using ODRC electronic programs. A Registered Nurse will see the patient prior to the physician/extender visit to assess compliance with plan of care, education needs, and status of any outstanding labs/consults/treatments. The Contractor shall provide physician/extender services sufficient to meet the Chronic Care Clinic demand without incurring a backlog.

6.29.9 Ancillary Services

6.29.9.1 The Contractor shall be responsible for the provision of all laboratory tests, phlebotomy services, staff, equipment, diagnostic testing, EKG's, x-ray and other ancillary services as ordered by the qualified health care professional.

6.29.9.2 Laboratory services shall be provided to all inmates, as clinically indicated. Qualified health care personnel shall gather laboratory specimens and either sent to an off-site, CLIA certified, contracted laboratory for processing or processed on-site. Laboratory specimens are to be collected in a timely manner. Lab test reports must be placed in the inmate's medical record upon receipt, and the Contractor's physician must review all test results.

6.29.9.3 The Contractor shall supply an Ohio licensed technician with AART certification for x-ray service. X-rays shall be taken within one day of the physician's order. For most non-emergency situations, interpretation should be complete within two working days. All radiological examinations must be interpreted by an Ohio licensed, Board Certified Radiologist. A report dictated by the interpreting radiologist must be on file in each patient's chart. X-ray films taken at the Institution will remain the property of DRC. If x-ray examinations are performed at another health care Institution or by a mobile x-ray service a clear notation must be made in the patient's chart indicating the company name, address and business telephone number where those films can be accessed.

6.29.10 Communicable Disease Control

6.29.10.1 When communicable diseases are diagnosed, the Contractor must take proper precautions and promptly transmit the appropriate reports to the Ohio Department of Health and notify the ODRC On-Site Monitor and the Bureau of Medical Services. Documentation of Hepatitis B immunizations must be provided for all employees of the Contractor and its subcontractors subsequent to award and for any new employees during the term of this Contract. The Contractor must provide appropriate immunizations for communicable/infectious diseases to those inmates whose job assignment or medical status warrants such preventative measures.

6.29.10.2 The Contractor must show proof of current inoculations for infectious diseases (e.g. Tuberculosis, Hepatitis B, and any other inoculation as required by ODRC) for each member of the Contractor's health care staff (both professional and clerical). The Contractor is required to update personnel files as necessary for the above.

6.29.10.3 The Contractor shall comply with all policies and protocols relating to the diagnosis, care and treatment of all infectious disease (e.g., HIV, Hepatitis C, TB, MRSA, STIs, and any other communicable disease). When a case of Hepatitis C is confirmed, the Contractor shall notify the ODRC Medical Director and the On-Site Monitor as soon as practical. It will be at the ODRC's discretion whether to transfer the inmate to a State-operated facility.

6.29.10.4 The Contractor shall be financially responsible for the cost of all diagnostic testing and physician care, including specialty care, relating to the diagnosis and treatment of Hepatitis C. This includes the cost of initial evaluations, testing, doctors' fees and hospital costs during the course of treatment. The Contractor shall be financially responsible for the cost of all immunizations against Hepatitis A and/or Hepatitis B as indicated for all Hepatitis C-positive inmates who are not already immune to Hepatitis A and/or B. The ODRC will be financially responsible for the following costs: prescriptions known as [pegylated interferon alfa-2B (peg-Intron); ribavirin (Rebetrol); interferon alfa-2B (Intron); and/or Rebetron (combination of ribavirin and standard interferon)]; the actual liver biopsy procedure; and any hospital bills due to complications from the liver biopsy. The Contractor staff and the ODRC Medical Director must mutually agree that a liver biopsy is required and meets protocol criteria.

6.29.11 Medical Disaster Plan

The Proposal shall describe the delivery of medical services in the event of a disaster such as fire, tornado, epidemic, riot or strike. The Proposal shall address at a minimum the following: communication systems, recall of key staff, assignment of health care staff, triage area and procedures, medical records, identification of injured, use of ambulance services, transfer of injured to local hospitals, evacuation procedures, back-up plan, use of emergency equipment and supplies and practice drills. Development of the medical disaster plan will start when the Contractor initiates inmate medical services and must be completed within thirty days of the Service Commencement Date.

6.29.12 Medical Records

All inmates shall have an updated medical file containing records that comply with problem-oriented medical record format and standards (Subjective, Objective, Assessment and Plan Charting). The Contractor will also be responsible for updating the electronic Medical Information System. All DRC institutions utilize the Jeter filing system, as well as the ODRC electronic Medical Information System. For continuity and standardization of charting, the Contractor must use files that are compatible with the Jeter brand files. This will include using the same color coding of the filing tabs. Patient information in the medical records must be organized and maintained in the order as outlined in ODRC protocols. Medical records shall be forwarded to the appropriate Institution when the inmate is transferred. A medical file review shall be conducted for each inmate scheduled for transfer to other prison sites. A medical records summary sheet shall be forwarded to the receiving institution at the time of transfer. All medical record procedures concerning confidentiality shall be followed. Access to and release of an inmate's medical records, as well as the transferring of an inmate's medical records, shall be in accordance with the ORC and Rules of the OAC and ODRC policies. Informed consent standards apply to all examinations, treatments and procedures with the exception of emergency situations and the treatment of communicable diseases. Medical records shall remain the property of the ODRC.

ODRC is evaluating an electronic medical record (EMR) system and, if implemented, the Contractor will be required to utilize the same system in order to have a complete electronic record for all ODRC inmates. ODRC will be responsible for purchasing and installation of all hardware and software required for the EMR system.

6.29.13 Pharmaceuticals, Pharmacy Services, Medical Supplies Prosthetics and Durable Medical Equipment

The Contractor shall be responsible for all prescription and over the counter medications, items dispensed by the health care staff, medical supplies, dental supplies, eyeglasses, dentures, dental appliances, prosthetics and durable medical equipment. Pharmaceutical services shall include providing HIV and AIDS-related medications, "crash cart" emergency medications, medication contingency stock, as well as a timely mechanism for STAT and ASAP medication orders. Licensed practitioners must prescribe medications. All drug therapies must be prescribed in compliance with ODRC's established drug formulary, as well as any applicable ODRC policy or protocol. All non-emergency medications must be provided to the receiving patient within twenty-four hours (24) of the physician's order. The Contractor must provide all pharmacy services including site audits, inventory control, narcotic logs, patient and staff medication education and must maintain all required pharmacy site licenses, DEA certificates and other certifications as required by Federal and State laws. The Contractor must conduct monthly Pharmacy & Therapeutics Committee meetings.

6.29.14 Health Education

Health education services for inmates and staff shall be a part of the health care system. The Contractor shall provide in-service training that includes, but is not limited to, first aid and CPR certification, emergency response (must achieve a 4 minute response time), psychiatric emergencies, suicide prevention, blood borne pathogens/universal precautions and mandatory annual TB testing for all Institutional staff. Inmates shall receive health education on topics pertinent to their medical condition, plan of care, medications, and as required by ODRC policy and protocol.

6.29.15 Continuous Quality Improvement

The Contractor must furnish a written Continuous Quality Improvement (CQI) program designed to maintain a consistent level of high quality service in compliance with ACA standards and ODRC policies and protocols. The CQI program must reflect a formalized, internal inspection format, providing daily, weekly, monthly and quarterly program review. The Contractor must hold meetings (at least once per month) among ODRC officials, Institution medical staff and appropriate contractual personnel to review significant issues and changes to provide feedback relative to the CQI program so that any deficiencies or recommendations may be reviewed. The CQI program must include a program performance audit, quality improvement programs, management information systems, health complaint procedures and strategic operational planning and medical administrative consultations. The CQI program will include a mortality review for all deaths and morbidity reviews for significant medical events, in accordance with ODRC policy and protocol.

The ODRC will require the Contractor to utilize ODRC CQI forms, policy and protocol.

6.29.16 Dental Services

The Proposal shall describe all dental services to be provided to inmates, including but not limited to, dental treatment, extractions, dental laboratory services, supplies, instruments, any equipment required but not currently available at Institution, dental prosthetics, dental hygiene services, emergency dental treatment, dental radiographs and supplies and oral surgery. At a minimum, these services shall comply with Rules of the OAC and ODRC policies, particularly 68-MED-12.

6.29.17 Clinical Nutritional Services

6.29.17.1 Nutrition care is to be provided to inmates in compliance with the ORC and ODRC policies. A Registered Dietetic Technician will be on-site weekly to provide the nutrition care, and the Contractor's corporate staff will be responsible for licensure supervision in accordance with ORC Section 4759.10 (B).

6.29.17.2 Nutritional services required include but are not limited to nutritional assessments, nutritional education, nutritional and food service programming in compliance with ODRC policies and protocols.

6.29.18 Staffing Requirements

6.29.18.1 The Stipulated Judgment known as *Fussell, et al. v. Wilkinson, et al.* has significantly impacted ODRC's provision of medical services. The ODRC agreed to a number of items that improves inmate medical and dental care services, including, but not limited to the following: general medical principals, increased staffing levels, revision of policies and procedures, and various studies and activities. ODRC has hired an Independent Consultant who chairs the Medical Oversight Committee which monitors the stipulated judgment that is enforceable in federal court.

The Stipulated Judgment for medical is expected to terminate by June 30, 2012. The Stipulated Judgment for dental is expected to terminate by June, 2011. As part of the Stipulated Judgment, the ODRC agreed to staffing levels for medical and dental services; therefore, the Contractor shall provide staffing in accordance with the minimum staffing level provided in Attachment Fifteen.

- 6.29.18.2 The Contractor shall provide a board-certified physician(s) specializing in internal medicine, family practice or emergency medicine. Any physician(s) providing services under this contract must be an Ohio licensed physician who holds a valid, unrestricted, active license and must have recent, documented experience in an area of primary care medicine. The ODRC prefers that this physician have experience treating inmates on-site at a correctional Institution.
- 6.29.18.3 Physician and extenders services will be based on population, acuity, unique mission, and other factors. The contractor will provide a clinical leadership team that includes a physician in the position of Chief Medical Officer, with physicians and/or extenders (Nurse Practitioners / Physician's Assistants) and other medical personnel in conformance with the mandatory minimum staffing requirements established in Attachment Fifteen.
- 6.29.18.4 The Contractor must provide documentation in the form of credentials and a letter of intent for the candidate proposed as the Chief Medical Officer. The Contractor must provide for the replacement of the Chief Medical Officer during his or her absence.

6.30 INMATE DEATHS

Pursuant to ODRC policy, if an inmate dies while incarcerated, the Contractor shall immediately notify the ODRC On-Site Monitor, the ODRC Operation Support Center, the ODRC Bureau of Medical Services and assist the Ohio State Highway Patrol or local law enforcement and the county coroner in conducting an investigation of the death. The Contractor is responsible for the expense of the investigation and autopsy pursuant to ODRC Policy. The deceased inmate and his property shall not be released until authorized by the Ohio State Highway Patrol or local law enforcement and the county coroner. If the legal representative as determined by ODRC Policy does not wish to accept the body, the Contractor shall be responsible for burial. Burial may be arranged at an ODRC institution with a cemetery

6.31 MENTAL HEALTH SERVICES

6.31.1 Statement of Work

- 6.31.1.1 Mental Health staff should be available on-site at times when the most direct service can be accommodated based on the institutional schedule (normally Monday – Friday 8:00 a.m. – 9:00 p.m.).
- 6.31.1.2 The following is a listing of the current minimum requirements for the outpatient mental health services to be conducted at the Institution for inmates meeting the mental health treatment admission criteria:
- a. Conduct mental health screening and evaluations and mental health treatment in accordance with Rules of the OAC, ODRC policy and protocols;
 - b. Provide group/individual therapy based on inmates' needs;
 - c. Provide psychotropic medication in accordance with the ODRC formulary;
 - d. Provide assessment and counseling services;
 - e. Provide assistance in obtaining post-release services and follow-up in conjunction with ODMHS community linkage;
 - f. Provide crisis stabilization services, on-call, triage, referral and on-going follow-up;
 - g. Complete monthly reports as required by the ODRC mental health administrator;
 - h. Provide any written documentation as requested; and
 - i. Receive training per ODRC and provide on-going training to staff at the Institution as required.
- 6.31.1.3 The Contractor shall modify programs and services for those inmates who are medically or psychologically incompatible with or unable to participate in a normal institutional environment. The modified program must comply with the Americans with Disabilities Act (ADA) requirements. The modified program shall be tailored to the specialized needs of the inmate. The modified program shall be a program mutually agreed to by the Contractor and the ODRC On-Site Monitor in consultation with the ODRC Bureau of Mental Health Services and must include, at a minimum, individual assessment and counseling.
- 6.31.1.4 The Contractor is subject to ACA, program and ODRC internal management audits as determined by the ODRC.
- 6.31.1.5 All inmates shall have a mental health file containing records which are kept up-to-date and which comply with applicable ODRC policy and audit standards. The file shall be available for all health care encounters and shall be forwarded to the appropriate Institution in the event of a transfer.
- 6.31.1.6 The Contractor shall be responsible for all equipment, supplies and materials to implement and manage the mental health program including but not limited to forms, dictation and transcribing equipment.
- 6.31.1.7 The Contractor is required to work cooperatively with the Ohio Department of Mental Health (ODMH) on the transitioning of inmates on the mental health caseload from the prison system to the community system. As such, the Contractor will work with the ODMH community linkage worker in treatment planning and the exchange of information to ensure continuity of care to the

community. A copy of the partnership agreement that outlines the responsibilities of ODMH and ODRC with regard to the community linkage process will be available at the Pre-Proposal Conference.

6.31.2 Referrals

The Contractor, at its own expense, shall transfer any inmate who requires psychiatric hospitalization or admission to an intensive outpatient program or a residential treatment unit to an Institution designated by the ODRC. Staff referral for post-release private practice service is prohibited.

6.31.3 Quality Improvement

The Contractor shall provide a program of continuous quality improvement according to ODRC Policy 67-MNH-17 and any other applicable policies and SOPs including, but not limited to, audit and mental health and medical chart review procedures. Meetings between the ODRC staff and the Contractor's mental health personnel will be held at least quarterly to review significant issues and changes and to provide feedback relative to the quality improvement program so that any deficiencies or recommendations may be addressed. These meetings will entail strategic operational planning as well as medical and administrative consultation.

6.31.4 Staffing Plan

6.31.4.1 The Contractor shall engage only licensed, qualified personnel to provide professional coverage. The decision for staffing shall take into account the scope of practice as it relates to assessment, triage and treatment. ODRC requires an on-site independently licensed provider (i.e., Psychologist, Professional Clinical Counselor, Licensed Independent Social Worker), a psychiatrist or advanced practice nurse, and a Registered Nurse-level Psychiatric Mental Retardation nurse.

6.31.4.2 The Contractor shall provide experienced psychiatric nurses who are appropriately trained to conduct screening, triage, group psycho-educational treatment and mental health liaison duties. They should be scheduled to best meet the needs of the Institution. In addition, the Proposal shall describe the provision and qualifications of supervisory staff to ensure oversight of the activities of the nursing staff and to serve as liaison to the ODRC Bureau of Mental Health Services.

6.31.4.3 The Contractor shall provide an independently licensed provider, who will conduct psychological and full mental health evaluations, psychotherapies, neuropsychological assessments, crisis interventions and suicide watch assessments for mentally ill inmates and inmates suffering acute emotional distress. The independently licensed provider will be given the leadership and responsibility for ensuring that mental health services are provided in collaboration with recovery services and that medical staff meet all Rules of the OAC, ODRC policies OCHC protocols and programming guidelines. He/she would also assist in meeting the requirement to provide weekend/holiday coverage for suicide watches and other duties.

6.31.4.4 The Contractor shall provide a psychiatrist or advanced practice nurse on-site to conduct clinical assessments and medication management to assist inmates in better managing their mental health.

6.31.4.5 The Contractor shall provide clerical/support to ensure transcription, filing, transfers of files and other clerical duties will be completed in a timely manner.

6.32 RECOVERY SERVICES

6.32.1 General Requirements

The Contractor shall provide a full range of Alcohol and Other Drug (AOD) treatment services with weekly schedules and staffing plans. Services shall be delivered on weekdays between 8:00 a.m. and 9:00 p.m. and, if needed, on weekends between 8:00 a.m. and 4:00 p.m. The Contractor shall ensure that the delivery of the service is consistent with scheduling at the Institution. The Contractor shall enter into the Ohio Drug and Alcohol Addiction Services certification process for an Intensive Outpatient Program after the initial six months of operation.

6.32.2 Staffing Requirements

The Contractor will provide appropriately credentialed staff for program administration and the provision of all treatment and AOD education. AOD counselors providing services to inmates shall have one of the following credentials or licenses: licensed physician, licensed psychologist, licensed chemical dependency counselor II, licensed chemical dependency counselor III, licensed independent chemical dependency counselor, licensed professional clinical counselor, licensed social worker or registered nurse with a declared scope of practice in alcohol and drug addiction counseling.

6.33 ALCOHOL AND OTHER DRUG TREATMENT SERVICES

The Proposal shall provide a plan to meet the following AOD Treatment Services:

- a. An Intensive Outpatient Program (IOP) that is both earned credit approved and reentry approved. The IOP will utilize the following Residential Drug Abuse Treatment Program journals from The Change Companies: Orientation Journal, Rational Thinking Journal, Criminal Lifestyles Journal and Living with Others Journal. The IOP will be three months in length and consist of a ratio of 1: 15 inmates per staff member. IOP services will be delivered daily for a minimum of 15 hours a week. A minimum of 10 hours must be specific to cognitive behavioral treatment. The remaining hours will consist of ancillary services. This program is offered to Recovery Level 2 and 3 inmates;
- b. Individual counseling in conjunction with the IOP;
- c. Continuing Care services that will consist of professionally facilitated group meetings for 2 hours per week involving inmates who have successfully completed the IOP. Continuing Care services will utilize the following Residential Drug Abuse Treatment Program Follow Up journals from The Change Companies: Recovery Maintenance and RDAP Follow-Up;
- d. AOD Education Programming that is a treatment modality delivering services that affect the knowledge of the consequences and effects of alcohol and other drug use. This is a 24-hour program that will be conducted at a minimum of 2 hours per week and will follow the ODRC lesson plan. Earned Credit is given to only Recovery Level 1 and 2 inmates;
- e. Support fellowship meetings that are complementary and supportive of formal recovery services treatment activities;
- f. Describe the contractor's documentation process;
- g. Describe the contractor's Quality Assurance plan; and
- h. Describe the contractor's weekly schedule indicating all program activities.

6.34 INMATE DRUG TESTING

The Contractor shall provide, at their expense, drug screening of the inmate population as directed by the ODRC and in accordance with ODRC Policy 70-RCV-03 and Rule 5120-9-06 of the OAC. This shall include, but not be limited to, random, for cause and saturation testing. Sanctions imposed for the use of illegal drugs at the Institution will be consistent with the ODRC inmate disciplinary rules. The Contractor must follow testing procedures as established by the Corrections Medical Center laboratory.

6.35 RELIGIOUS SERVICES

6.35.1 General Requirements

6.35.1.1 All religious services shall be coordinated and supervised by the Institution chaplain who is responsible for the supervision of all Contract and volunteer religious service personnel

6.35.1.2 Inmates may receive two visits per month from ministers-of-record. The Warden or designee may authorize additional visits.

6.35.1.3 Possession of or access to religious items may be restricted when those items are misused or when the use of those items has threatened or may likely threaten the security or good order of the Institution. Inmates may be denied access to specific religious services if they have attempted to engage in disruptive activity on prior occasions.

6.35.1.4 Religious beliefs shall be accommodated in regard to special rites, work assignments, dietary requirements, personal grooming, apparel and literature in a manner consistent with ODRC policy.

6.35.2 Congregate Services

6.35.2.1 Congregate services shall be held in the religious service center or designated area at an appropriate time and on an appropriate day of the week consistent with relevant teachings of the particular religion involved.

6.35.2.2 Congregate services shall be ecumenical in nature and designed to appeal to the broadest possible range of persons who share beliefs in the basic tenets of the religion.

6.35.2.3 Persons who are properly credentialed to conduct religious services according to the teaching of the particular religion involved shall lead congregate services. Any religious service or ceremony shall be subject to security supervision.

6.35.2.4 The Proposal shall describe the religious activities to be provided, which meets or exceeds the activities established by ODRC policy and this RFP.

6.36 RECREATION PROGRAMS

6.36.1 Recreational and leisure time programming shall account for the security levels of the inmates, their ages and disabilities, the size of the recreational areas and the equipment available at the Institution.

- 6.36.2 Privileges shall be designed in accordance with ODRC policy 77-REC-01 to ensure the safety and security of the Institution while encouraging inmate compliance with Institution rules.
- 6.36.3 Facilities and equipment suitable for the planned leisure time activities of inmates shall be available in proportion to the inmate population and be maintained in good condition.
- 6.36.4 Recreational programs shall include evening and weekend hours to avoid interference with work, academic and vocational programs.
- 6.36.5 Access to and the monitoring of any weight training program shall be in accordance with the ORC and ODRC policy.
- 6.36.6 The Proposal shall describe the Contractor's recreation program, which meets or exceeds the requirements of the ORC and ODRC policy.

6.37 INMATE WORK PROGRAM ASSIGNMENTS

- 6.37.1 The Contractor shall be responsible for paying all eligible inmate workers according to rules of the OAC and ODRC policies.
- 6.37.2 The ODRC shall be responsible for determining the pay ranges for each inmate work position. The Contractor shall provide the ODRC On-Site Monitor with a monthly inmate table of organization. Inmates who work at the Institution are not employees of the Contractor, and the Contractor shall not enter into any business agreement utilizing our inmate labor force for profit without prior approval of the Deputy Director, Office of Administration.
- 6.37.3 The ODRC reserves the right to establish Ohio Penal Industries (OPI) shops at the Institution. The ODRC shall operate the shop(s) through its employees.
- 6.37.4 The Contractor shall be responsible for establishing prison housekeeping, maintenance and other inmate work positions within the Institution.
- 6.37.5 The Contractor shall insure that all inmates are involved in a work/program assignment.
- 6.37.6 The Contractor may submit plans for profit-sharing enterprises in an effort to employ offenders and provide a revenue source for the Contractor and ODRC to share. The plans shall be submitted to the Deputy Director of the Office of Administration.

6.38 COMMISSARY

- 6.38.1 The Contractor may subcontract for the operation of the commissary with the understanding that the subcontractor shall abide by the same regulations cited.
- 6.38.2 As provided in Rule 5120-9-05 of the OAC, items are to be sold at a reasonable price. Revenue over and above necessary operating costs and cash reserve shall be considered profits. These shall be paid into a fund to benefit the inmate population via recreation, education and related activities.
- 6.38.3 In addition to the specifications in the regulations cited, items provided for purchase in the commissary shall meet the following guidelines:
 - a. No glass containers; and
 - b. All containers must be transparent, where possible.
- 6.38.4 To better meet the ODRC's policy and practice regarding commissary operations, the hours of commissary operation at the Institution will be established to allow sufficient time for inmate access during weekdays. However, hours of operation will not interfere with meals, program hours, or other regularly scheduled activities. The commissary supervisor will be responsible for the day-to-day operation of the commissary.
- 6.38.5 The Proposal shall describe the operation of the commissary/canteen program to be provided, which meets or exceeds the program requirements in accordance with the ORC, rules of the OAC and ODRC policies.

6.39 VENDING OPERATIONS

The Proposal shall briefly describe the Contractor's plan by which vending operations for the inmate visiting areas will be provided. Revenue from the vending operations will be paid into a fund to benefit the inmate population via recreation, education and related activities.

6.40 INMATE TELEPHONE SYSTEM

The Contractor shall provide inmate access to the phone system to make collect or pre-paid calls. The Contractor shall not contract for local or long distance telephone services for inmates nor receive commissions from such services at the Institution. The ODRC has a Contract with a vendor to provide such service. The Proposal shall provide a plan as to how monitoring shall be provided, using currently installed equipment.

6.41 LAUNDRY, CLOTHING, LINENS AND SUPPLIES

- 6.41.1 The Contractor shall furnish, three complete sets of inmate clothing, which is properly fitting, climatically suitable and appropriately meets safety, sanitation and hygiene requirements as well as requirements of rules of the OAC and ODRC policies. Clothing items, including footwear, produced by OPI shall be purchased from OPI. Clothing items purchased outside of OPI shall be of similar grade, quality, color and appearance.
- 6.41.2 At a minimum, the following types of clothing will be provided: undershorts, T-shirts with sleeves, socks, chambray work shirt, twill work pants, belt, boots/shoes and shower shoes.
- 6.41.3 The Contractor shall return all inmate clothing (coveralls) to the sending institution after the arrival of the inmate(s) at the Institution. The ODRC shall return coveralls to the Contractor when these coveralls are used to transport an inmate to another Institution.
- 6.41.4 The Contractor shall be responsible for issuing and re-issuing clothing and coats, as needed, pursuant to ODRC policy.
- 6.41.5 The Contractor shall maintain a sufficient inventory of clothing to meet the needs of the inmate population. All clothing issued to inmates shall be recorded, identified and inventoried. The Contractor shall maintain a clothing inventory record on each inmate. Lost or stolen clothing is the responsibility of the inmate.
- 6.41.6 The Contractor shall provide each inmate with clean bed linen including pillowcases, sheets, blankets and towels at least weekly or as necessary if excessively soiled or unsanitary.
- 6.41.7 The Proposal shall describe the laundry services provided to all inmates, which meets or exceeds the requirements of ODRC policy.

6.42 PACKAGES AND PERSONAL PROPERTY

- 6.42.1 The Contractor shall comply with applicable rules of the OAC and ODRC policies in the handling of inmate packages and personal property. The number and type of packages permitted are determined by policy and exclude inmates in a special management status.
- 6.42.2 The Proposal shall briefly describe the Contractor's procedures for the handling of inmate packages and personal property and demonstrate how it complies with the referenced policies and regulations.

6.43 INMATE MAIL AND PRINTED MATERIALS

- 6.43.1 The Contractor shall comply with the rules of the OAC, ODRC policies and applicable Federal and State laws in the handling of inmate mail (incoming and outgoing) and printed material.
- 6.43.2 All inmates at the Institution shall be permitted to send one letter per month at the expense of the Contractor.
- 6.43.3 The Proposal shall briefly describe the Contractor's procedures for the handling of inmate mail and printed materials and demonstrate how they will comply with the referenced policies and rules.

6.44 PROPERTY INVENTORIES

The property inventory section does not apply if Institution is sold.

- 6.44.1 The Contractor shall keep a complete and accurate inventory of all fixed and movable property, equipment and supplies at the Institution placed on-site by the ODRC. The inventory shall include the date acquired, quantity, make, model, item description, serial number, if applicable, location and value of the equipment items.
- 6.44.2 The Contractor shall follow the procedures for tracking ODRC-purchased property, equipment, supplies and assets as set forth in rules of the OAC and ODRC policies in accordance with the State's fixed asset management system. All items will be

properly tagged with a bar-coded label according to State procedure. All other items, as required in the Contract, will be identified, counted and tracked in a similar manner on a separate inventory.

- 6.44.3 The Contractor shall maintain an ongoing and accurate inventory of all items in the warehouse, food services, quartermaster, maintenance or any other area where supplies are stored for distribution.
- 6.44.4 The Contractor shall provide to the ODRC On-Site Monitor a complete inventory of all items listed above within 30 days after the Service Commencement Date and thereafter, on June 30 of each contract year.
- 6.44.5 The Proposal shall briefly describe how the Contractor will maintain property inventories in accordance with all applicable rules of the OAC and ODRC policies.

6.45 MAINTENANCE AND REPAIRS

- 6.45.1 The Contractor shall implement a complete preventative maintenance plan at the Institution to assure that the Institution grounds, buildings and equipment are operational and maintained in good working condition. The plan should include a schedule for all appearance issues such as painting, cleaning and regularly scheduled maintenance.
- 6.45.2 The Contractor shall provide for all maintenance, repairs and replacement parts required to maintain the Institution grounds and attached and movable equipment in good working condition. This includes maintenance and repair of all ODRC improvements to the site including all buildings and related systems. Said systems include, but are not limited to, plumbing, heating, ventilation, air conditioning, electrical, windows, roofs, fences, security systems and food service equipment. All repairs shall be made in a timely manner so as to not have an adverse effect on the O&M of the Institution.
- 6.45.3 The Contractor shall provide maintenance to keep the equipment in good working condition. All equipment shall be maintained in accordance with the manufacturer's recommended maintenance installation of safety changes and installation of engineering changes based upon the specific needs of the individual item of equipment. This maintenance shall include the repair, replacement or exchange necessary to keep the equipment in good working condition. The Contractor shall be responsible for maintenance to the equipment used by ODRC's employees assigned to work at the Institution. If the Contractor fails to maintain any equipment within a reasonable time after notification, the ODRC may have the maintenance work done at its expense and deduct the expense from the Contractor's next invoice.
- 6.45.4 The Contractor is responsible for replacing all lost, stolen and inoperable equipment. The Contractor shall notify the ODRC On-Site Monitor of all lost, stolen and inoperable equipment. The Contractor will notify the ODRC On-Site Monitor of any equipment failures that are still under warranty. The State will assert its rights to any warranty remedies for such equipment. For purposes of this Contract, equipment restored to good working condition means equipment that performs in accordance with the manufacturer's published specifications.
- 6.45.5 The Contractor shall keep all equipment and Institution manuals, diagrams and schematics on site. In the event of contract termination or at other times as requested by the ODRC, the ODRC shall be entitled to: (a) all information necessary for the ODRC to perform the maintenance, including logistical diagrams, maintenance manuals, system and unit schematics, and any modifications by the Contractor; and (b) a listing of vendors capable of supplying spare parts.
- 6.45.6 If the Institution is not sold, the Contractor may submit requests to the ODRC for capital renovations to the Institution at ODRC expense, provided that the improvement will have a useful life of at least twenty years and the cost of the improvement is expected to exceed \$75,000. Submission of a request for renovation does not relieve the Contractor of the responsibility to maintain the Institution and its equipment, even if the ODRC decides not to act on the request.
- 6.45.7 The Contractor shall ensure that all warranties for equipment on-site at the Institution are current and meet the manufacturer's recommendations.

6.46 VEHICLES

- 6.46.1 The Contractor shall provide all vehicles required for the O&M of the Institution.
- 6.46.2 The Contractor shall have all vehicles properly insured for comprehensive, collision, property, medical, personal injury, theft and replacement damages. The Contractor shall insure all drivers of those vehicles.

6.47 SAFETY, SANITATION, AND HYGIENE

- 6.47.1 The Proposal shall include a daily housekeeping plan for all areas of the Institution to assure cleanliness and safety. The Contractor shall comply with governmental regulations and standards concerning prison sanitation and hygiene, to include the Board of Health, ORC Section 3707, Solid Waste Disposal, Chapter 3734, Ohio Environmental Protection Agency, ORC

Chapter 3745 and ODRC standards covering clothing, bedding supplies and personal hygiene as set forth in Rule 5120-9-25 of the OAC.

- 6.47.2 The Contractor shall provide the required training to all inmate workers appropriate for their assignment and shall furnish all safety equipment required to perform assigned duties of both staff and inmates.
- 6.47.3 The Contractor will be responsible for analyzing potential problem areas with the safety, sanitation and hygiene of the Institution and report those problems with the suggested improvements to the ODRC On-Site Monitor.
- 6.47.4 The Contractor shall establish a complete Fire and Safety Plan including fire evacuation drills, fire inspections and testing of equipment throughout the Institution in accordance with ODRC policy.

6.48 UTILITIES

- 6.48.1 The Contractor shall be responsible for the payment of all utility bills for the Institution. The Contractor shall make available for review copies of bills upon request by the ODRC.
- 6.48.2 The Contractor shall provide (1) phone line and (1) fax line for the On-Site Monitor's office and shall be responsible for all non-inmate telephone bills for the Institution.

6.49 MANAGEMENT INFORMATION SYSTEMS

- 6.49.1 The ODRC shall be responsible for purchasing, installing and supporting networking hardware (hubs), servers and workstations needed to access proprietary ODRC systems including the Cashier and Commissary Trust Accounting System (CACTAS), ODRC Offender Tracking System (DOTS) and any other systems which interface with ODRC programs. The purchasing, installation, maintenance and support of any other management information systems, related network infrastructure (electronics and/or cabling) and workstations used by the Contractor shall be the responsibility of the Contractor. The ODRC Network(s) and the Contractor network(s) shall not be interconnected for security reasons. Separate infrastructure shall be maintained throughout the Institution.
- 6.49.2 The Contractor shall be responsible for familiarizing itself with these databases and shall designate staff to be trained by the ODRC to collect information and input data as deemed appropriate by the ODRC for these databases. This information shall be electronically inputted or provided in paper format in a timely manner to the ODRC for input into these databases. On-site ODRC employees shall input all necessary data into these databases unless otherwise designated by the ODRC.
- 6.49.3 The ODRC shall provide a part-time network administrator to resolve issues related to ODRC applications and workstations only. The Contractor shall support workstations, software, peripherals, and network components supplied by the Contractor.
- 6.49.4 The Contractor shall be responsible for gathering and inputting data into the appropriate database for each inmate regarding community service work, legal mail, visitors, commissary funds and any other data designated by ODRC. The database(s) is to be kept in a current accurate status. Data shall be entered into the appropriate database as soon as practicable.
- 6.49.5 Only those individuals authorized by the ODRC to receive said data shall be provided access. The ORC, rules of the OAC and ODRC policies shall be followed in release and use of data. Unit staff shall have the same access to inmate records as in an Institution operated and managed by the ODRC.
- 6.49.6 Inmates are not to be involved in specifying, designing, purchasing, installing or operating any computer/network equipment or software that will be used in the administrative operations of the Institution. Inmates shall not have access to the internet, file servers, network software or any other data communications equipment that is part of a Local or Wide Area Network (LAN/WAN), except as noted below.
- 6.49.7 Inmates may only have access to stand alone inmate education systems and approved OPI WAN/LAN systems including computer aided design and data entry systems. Exceptions will be reviewed by the ODRC and approved in writing by the Director or his designee. Access to CD/DVD will be supervised and strictly controlled through the use of sign-in and sign-out logs.
- 6.49.8 Inmates are not permitted to receive or utilize a personal computer, peripheral device or typewriter with memory capacity outside of a training environment.

6.50 RELEASES

- 6.50.1 Upon completion of the ODRC record office centralization as described in section 6.14 of this RFP, the ODRC On-Site Monitor will assist the Contractor's administrators with release functions that were traditionally performed by the record office staff. While the Contractor is not authorized to make release decisions, the Contractor shall work cooperatively with the Division of

Parole and Community Services (DPCS) to coordinate any and all prison release programs, transportation and placement process in accordance with ODRC policies. This coordination shall include, but not be limited to, developing and distributing placement packets, forwarding and receiving certificates, coordinating the mailing of all notices as required by law, releasing of gate monies, and providing a supply of medication to the offender according to ODRC policies.

- 6.50.2 After such centralization, the Contractor shall forward to the ODRC Record Office, within forty-eight hours after an inmate is released (paroled, post-release control, transitional control, expiration of sentence, vacated sentence or death), all departmental records created on that inmate. Inmates with suspended sentences have an active file which is kept at the Institution until the record office has received documentation that the probation is completed.
- 6.50.3 The Contractor shall disburse monies from the inmate's personal account as well as inmate release/gate money in accordance with rules of the OAC and ODRC policies. Inmates who do not have available means of transportation may, at the Warden's discretion, be provided additional funds to purchase a one-way, non-refundable ticket to their appropriate destination via public transportation and meal(s) en route.
- 6.50.4 The Contractor's staff assigned to program services (i.e., medical, recovery and mental health) is required to appropriately transition inmates from the Institution to the DPCS for continuity of care purposes. If applicable, the Contractor shall document and disclose to the DPCS the inmate's medical, recovery and mental health status, program participation and continuing care plan including recommendations for community on-going services or treatment.
- 6.50.5 The Contractor's medical staff will be notified in writing of an inmate's expiration of sentence or pending placement. The inmate will be evaluated by a health care professional who reviews the medical record and supplies essential medication or prescription(s) for the medication to the inmate at the time of release or placement or transfer to a community based transitional control program which is documented on the ODRC Transfer form.

6.51 REPORTS AND INVESTIGATIONS

- 6.51.1 At the option of the ODRC, it may conduct an investigation with its own personnel. The Contractor shall not impede or interfere in any way with such an investigation nor permit its employees to do so. The Contractor shall provide unlimited access to its employees, records and other sources of information as needed by the ODRC in conducting such investigations.
- 6.51.2 Because of the legitimate interest of the public, other officials in State government and the ODRC, the Contractor shall be required to investigate and provide reports on subjects and issues on an ad hoc basis. The Contractor shall, at a minimum, meet the requirements set forth in ORC Section 9.06 for the investigation and reporting of information concerning the O&M of the Institution. It is essential to the interests of the ODRC that it is able to account for the manner of administration and execution of the obligations of the Contractor. The subject or issue at hand may include any aspect of the O&M of the Institution. The ODRC will work with the Contractor to avoid any compromise to an ongoing criminal investigation on the same topic as a requested report.
- 6.51.3 Requests for reports shall be responded to within a reasonable time.

6.52 OFFICE OF VICTIM SERVICES

The Contractor shall have one employee designated as the Victim Coordinator who shall be responsible for insuring victim services are provided in accordance with ODRC policies.

6.53 TRANSITION PLAN

The selected Contractor will be permitted access to the Institution for observation, training and planning purposes.

The selected Contractor shall select staff to be a part of a transition team. They will meet with staff from the ODRC and, if applicable, Management and Training Corporation (MTC), regarding, at a minimum, coordination of records turnover, property reconciliation, reconciliation of inmate funds, closing of accounting records, ensuring adequate staff coverage and personnel transition.

The selected Contractor will have the opportunity to review the training/personnel files of current ODRC employees and to interview them prior to the Service Commencement Date. The Contractor is required to give preference to ODRC staff in order to retain laid-off staff to meet the administrative, program, maintenance and security needs of the Institution.

With respect to property on-site at the Lake Erie Correctional Institution and North Coast Correctional Treatment Facility, the Contractor should view and inspect all fixtures, equipment and furnishings that have been purchased by MTC. The Contractor is encouraged to purchase those property items from MTC at a negotiated price to minimize inconvenience and service disruptions at the Institution. MTC may decline to sell such property and the Contractor may decline to purchase such property.

6.54 INSTITUTION REVERSION PLAN

The Proposal shall describe the Contractor's plan for transferring O&M of the Institution to the ODRC or to another private operator upon termination of the O&M Contract. The plan shall include, but not be limited to, provisions for the transfer of employees, the inventorying, transfer and protection of all ODRC's and Contractor's property, the auditing and transfer of all inmate and Institution accounts, and the inventorying and transfer of all records.

If the O&M of the Institution is transferred to the ODRC or to another private operator, and the Institution has been sold to the contractor that is subject to the terminated O&M Contract then the ODRC or new private operator, as applicable, may enter into an agreement to purchase from that Contractor/Owner its equipment, supplies and furnishings as well as any consumables currently on-site. Regardless of ownership, the Contractor shall leave a minimum of seven days of food and supplies at the Institution beginning on the termination date of the O&M Contract.

The Purchase Contract is subject to a reversionary interest, retained by the state of Ohio, conditioned upon the Purchase Contractor entering into any agreement with one or more third parties for the financing of that purchase and subsequently defaulting on such agreement (i.e., breach not cured or remedied). If this default results in the third party(ies) asserting rights of possession or ownership of the Institution, then the state of Ohio has a right of first refusal to purchase the Institution subject to such agreement.

6.55 DELEGATION

Pursuant to ORC Section 9.06, there are specific duties and responsibilities of the ODRC that are not delegable to the Contractor. The ODRC will have the responsibility for implementing these duties. These non-delegable duties include:

- 6.55.1 Developing or implementing procedures for calculating inmate release and parole eligibility dates and recommending the granting or denying of parole, although the Contractor may submit written reports that have been prepared in the ordinary course of business;
- 6.55.2 Developing or implementing procedures for calculating and awarding earned credits, approving the type of work inmates may perform and the wage or earned credits, if any, that may be awarded to inmates engaging in such work, and granting, denying, or revoking earned credits;
- 6.55.3 For inmates serving a term imposed for a felony offense committed prior to July 1, 1996, or for a misdemeanor offense, developing or implementing procedures for calculating and awarding good time, approving the good time, if any, that may be awarded to inmates engaging in work, and granting, denying, or revoking good time;
- 6.55.4 For inmates serving a term imposed for a felony offense committed on or after July 1, 1996, extending an inmate's term pursuant to the provisions of law governing bad time;
- 6.55.5 Classifying an inmate or placing an inmate in a more or a less restrictive custody than the custody ordered by the ODRC;
- 6.55.6 Approving inmates for work release and;
- 6.55.7 Contracting for local or long distance telephone services for inmates or receiving commissions from such services.

PART SEVEN: WORK REQUIREMENTS / SPECIAL PROVISIONS

7.1 THE OFFEROR'S FEE STRUCTURE. The Contractor will be paid as proposed on the Cost Summary Form (Attachment Seven) after the Agency approves all Deliverables.

7.2 REIMBURSABLE EXPENSES. None.

7.3 BILL TO ADDRESS.

Ohio Department of Rehabilitation and Correction
Attn: Accounts Payable
770 West Broad Street
Columbus, Ohio 43222

7.4 ODRC REPRESENTATIVES

Upon award of the Contract, the Deputy Director, shall be responsible for contractual oversight and monitoring. The ODRC On-Site Monitor shall be the liaison between the ODRC and the Contractor for all matters relating to the Contract.

PART EIGHT: REQUIREMENTS FOR PROPOSALS

- 8.1 PROPOSAL FORMAT. Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this part 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 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. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts
4. Offeror Profile and Prior Projects
5. Offeror References
6. Staffing Plan
7. Personnel Profile Summary
8. Work Plan
9. Support Requirements
10. Conflict of Interest Statement
11. Assumptions
12. Proof of Insurance
13. Payment Address
14. Contract Performance
15. W-9 Form and Vendor Information Form
16. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA)
17. Affirmative Action Plan
18. Banning the Expenditure of Public Funds on Offshore Services
19. Cost Summary Form

8.2 REQUIREMENTS:

The Offeror must provide evidence of meeting the minimum qualifications described in this section. Failure to meet the minimum requirements may result in the Proposal being rejected with no further evaluation or consideration.

1. Cover Letter. The cover letter and mandatory requirements must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
 - 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, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
 - d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
 - e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
 - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
 - 3) A description of the work the subcontractor will do.
 - 4) A commitment to do the work if the Offeror is selected.
 - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
 - 6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the Proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased).
- k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
- l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Part Fifteen of this RFP document.
- m. All contractors from whom the State or any of its political subdivisions make purchases in excess of \$2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the Offeror has been approved through this affirmative action program. Refer to the Affirmative Action paragraph in Part Eight and to the Equal Employment Opportunity paragraph in Part Fifteen of this RFP.
- n. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
 - 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or
 - 2) A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Sections 1703.01 to 1703.31 of the Revised Code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's Charter Number is: _____.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:
<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

- o. At the time of application, the Offeror must operate and manage one or more correctional facilities that are accredited by the American Correctional Association (ACA).
- p. Possess organizational qualifications that includes one or more senior management staff with the following experience: 1) At least three years of experience in the O&M of an adult correctional facility of at least 250 beds; and 2) The drafting of policy and procedures and the application process for seeking accreditation of an adult correctional institution from the ACA.

In accordance with Rule 5120-11-22 of the Ohio Administrative Code (OAC), any person or entity that applies as a Contractor to operate and manage the Institution shall satisfy 8.2.1.o. and/or 8.2.1.p. The Offeror must include a description of how it and/or its senior management staff's experience in the operation and management of adult correctional facilities qualifies it to provide the services required.

- q. Offerors may be requested to provide either annual financial statements audited by independent certified public accountants demonstrating a viable going concern, or, if not available, other financial statements, demonstrating to the satisfaction of the ODRC, sufficient financial backing to perform the Contract.

2. Certification. Each Proposal must include the following certification signed by the individual Offeror.

(Insert Company name) affirms they are the prime Offeror.

(Insert Company name) affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from DAS.

(Insert Company name) 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.

(Insert Company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the state of Ohio, the Agency, and the Department of Administrative Services. *(Insert Company name)* has a full opportunity to find other business and has made an investment in its business. Moreover *(Insert Company name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(Insert Company name)* or any of the personnel provided by *(Insert Company name)*, the Agency, or the Department of Administrative Services.

(Insert Company name) affirms that the individuals supplied under the Contract are either: (1) employees of *(Insert Company name)* with *(Insert Company name)* withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to *(Insert Company name)*.

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(Insert Company name) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the state of Ohio and the Department of Administrative Services and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

3. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included O&M Contract, Attachment One. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal.
4. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes Offeror Profile Form as Attachment Two A which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects, similar in size, scope, nature, and complexity, in the previous five (5) years. Details of the similarities must be included. Offeror Prior Project Form, Attachments Two B, C, and D, must be filled out completely for each of the three (3) projects provided.

5. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. Each identified contact person must have firsthand knowledge regarding the specific work of the Offeror.

These references must relate to work that was completed within the past five (5) years. This RFP includes an Offeror Reference Form as Attachment Three. Failure to recreate the form accurately and complete it fully may lead to the rejection of the Offeror's Proposal.

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

6. Staffing Plan. The Offeror must provide a staffing plan that responds to the personnel and staffing elements of the Work Requirements (Part Six.) The State is seeking a staffing plan that includes, but is not limited to, the Offeror's method for meeting the mandatory minimum staffing requirements and the preferential hiring requirements as stated in Part Six, Section 6.7.2.
7. Personnel Profile Summary. This RFP includes Offeror's Candidate Forms as Attachments Four A, B and C. The Offeror may use these forms for each key candidate referenced in Section 6.5.4 of Part Six.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team.

8. Work Plan. Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the Deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the project as described in Part Six, Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the Deliverables.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plans).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

9. Support Requirements. The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
 - a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
 - b. Assistance from State staff and the experience/qualification level required; and
 - c. Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirement.

10. Conflict of Interest Statement. 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 (e.g., employed by the state of Ohio) and, if so, the nature of that conflict. The State 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.
11. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the Proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.
12. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions, Part Ten. The policy may be written on an occurrence or claims made basis.
13. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
14. Contract Performance. The Offeror must complete Attachment Five, Offeror Performance Form.
15. W-9 Form and Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one

(1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>

The form requires either a Standard Industrial Classification (SIC) code or a North American Industry Classification System (NAICS) code. These codes can be found at: http://www.osha.gov/pls/imis/sic_manual.html for the SIC codes or <http://www.census.gov/eos/www/naics/> for the NAICS codes. Offeror shall follow instructions to determine the proper code.

16. Declaration of Material Assistance (DMA). The Contractor represents and warrants that it has not provided any material assistance, as that term is defined in the ORC Section 2909.33(C), to an organization that is 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 DMA form. The Contractor further represents and warrants that it has provided or shall provide the DMA form through the Ohio Business Gateway at <http://business.ohio.gov/efiling/> prior to execution of this contract. If these representations and warranties are found to be false, this Contract shall be void and the Contractor shall immediately repay the State any funds paid under this contract.
17. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://business.ohio.gov/efiling>

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

18. Banning the Expenditure of Public Funds on Offshore Services. The Offeror must complete the Contractor / Subcontractor Affirmation and Disclosure form (Attachment Six) to abide with Executive Order 2010-009S issued by the Governor of Ohio, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States.

During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without express written authorization of the Department of Administrative Services.

19. Cost Summary Form. The Cost Summary Form (Attachment Seven) must be completed and submitted with the Offeror's Cost Proposal. The Offeror's total cost for the initial term of the Contract must be represented as the firm fixed price, for a not-to-exceed cost. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services and, if applicable, purchasing the correctional complex(es) must be included in the Cost Proposal as requested. No mention of or reference to, the Cost Proposal may be made in responses to the general, technical, performance, or support requirements of this RFP.

All prices, costs, and conditions outlined in the Proposal shall remain fixed and valid for acceptance for 180 days, starting on the Proposal due date. The awarded Contractor must hold the accepted prices and/or costs for the initial term of the Contract. No price change shall be effective without prior written consent from the State.

NOTE: Offerors should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated in the Proposal Submittal paragraph of this RFP (see Part Three). This Cost Proposal should not be included in the Technical Proposal.

The State shall not be liable for any costs the Offeror does not identify in its Cost Proposal.

PART NINE: GENERAL TERMS AND CONDITIONS / PERFORMANCE AND PAYMENT

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

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

- 9.2 TERM. Unless the State terminates this Contract or does not exercise all of the renewal options of this Contract, the Contract will remain in effect until the Contractor completes the Project to the satisfaction of the State and the Contractor is paid.

The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, the duration of the initial term of this Contract cannot go past the current biennium. The State however, may continue this Contract past the current biennium, contingent on continued General Assembly funding, and by issuing written notice of continuation to the Contractor, provided such continuation (renewal) option in this Contract does not go past the subsequent biennium.

Termination or failure to continue the Contract will not limit the Contractor's continuing obligations with respect to deliverables that the State paid for before termination, or limit the State's rights in such.

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

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

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

Except for any changes in compensation negotiated as a result of an amendment to this Contract, an economic price adjustment to the Contract (i.e., Per Diem and, if applicable, Annual Ownership Fee) shall not exceed the greater of either the increase in the Chained Consumer Price Index for All Urban Consumers (C-CPI-U) - All Items, or the increase in the Employment Cost Index for Total Compensation for Civilian Workers – All Workers, as reported by the United States Bureau of Labor Statistics for the previous twelve (12) months.

- 9.4 COMPENSATION. In accordance with the requirements of the Scope of Work requested by this RFP, there may be multiple cost components of the contract 1) O&M of the facility and 2) ownership of the facility. As such, the Contractor shall be paid an O&M Per Diem and may be paid an Annual Ownership Fee for the ownership, if applicable, and use of the Institution to house ODRC inmates.

The O&M Per Diem cost reflected in the Proposal shall include all costs (direct and indirect) of providing the services required in this RFP. It is understood that the decision with whom to negotiate the final operating Contract will not be made solely on the basis of cost. However, cost will be a prime consideration in the final decision to issue a Contract.

In accordance with ORC Section 9.06, Proposals must demonstrate an O&M cost savings of at least five-percent (5%) to the State which reflects a level and quality of functional service which is at least equal to the service provided by the State.

The Contractor shall be paid the Per Diem based on the actual number of inmates housed at the Institution. The ODRC guarantees an average daily assignment of inmates to the Institution of at least ninety-percent (90%) of the Designated Bed Capacity as set forth in Attachment Seven, Cost Summary Form, which equates to the following:

Grafton Correctional Complex (1,770 total inmates)

Grafton Correctional Institution – 1,014 inmates
North Coast Correctional Treatment Facility – 756 inmates

Lake Erie Correctional Complex – 1,618 inmates

North Central Correctional Complex (2,516 total inmates)

North Central Correctional Institution – 2,003 inmates
North Central Correctional Institution Camp – 513 inmates

The Contractor is guaranteed to be paid a Per Diem for at least 90% of the Designated Bed Capacity regardless of the actual number of inmates at the Institution at that time.

Costs associated with transition shall be borne fully by the Contractor, including personnel, equipment, training and supplies. All equipment and supplies purchased by the Contractor shall remain the property of the Contractor unless otherwise provided for in this RFP.

In no event will payments under this Contract exceed the approved Contract amount without the prior, written approval of DAS and the ODRC. The Contractor's right to this amount is contingent on the complete and satisfactory performance of the Project.

For the eighteen months of the initial term of the Contract, the Contractor shall submit a fixed Per Diem to the ODRC for providing all services required by this RFP.

In the event the ODRC exercises its right to renew under Section 9.2, renewal rates shall be mutually agreed upon by the Contractor and the ODRC and must continue to provide a five-percent (5%) O&M Per Diem Cost Savings to the ODRC in accordance with ORC 9.06.

No Per Diem shall be paid for inmates assigned to the Institution who are temporarily housed and treated at another ODRC facility; however, the Per Diem payment will be made for any inmates hospitalized during a period when the Contractor is responsible for said hospitalization expense. No Per Diem shall be paid for any inmate away-with-leave, out-to-court, or otherwise not under the supervision or custody of the Contractor.

Payment of the Per Diem rate is contingent on the Contractor at the conclusion of each calendar month delivering a proper invoice and any other documents required by the RFP to the ODRC On-Site Monitor. An invoice must comply with the Office of Budget and Management's policies regarding invoices and their submission. The Contractor shall include with each invoice a statement listing the number of inmates at the Institution for each day of the invoiced period for which a Per Diem may appropriately be applied.

Except for the Per Diem (O&M) Cost and reimbursable costs, the State may pay the Contractor an Annual Ownership Fee (AOF) for costs (e.g., purchase price recovery, renovation and fixed equipment) associated with the ownership(s) of the Lake Erie Correctional Complex and or the Grafton Correctional Complex and or the North Central Correctional Complex and the use of any one or more of those complexes to house ODRC inmates subject to the Ohio General Assembly appropriating funds for such AOF. This AOF will result in an AOF portion of the Contract being executed and in effect for an initial term expiring June 30, 2013. This AOF is subject to re-negotiation upon the renewal of the AOF portion of the Contract. If the state terminates the O&M portion of the Contract, the AOF will be re-negotiated contingent upon such ownership. If such use and such AOF are terminated, then the owner of the correctional complex may use the complex to house out-of-state inmates consistent with the requirements of ORC Section 9.07. The Offeror has the option of not proposing an AOF.

If the Purchase Contractor defaults on any finance agreement for the Purchase Contract, then the State has the right to purchase such correctional complex subject to that agreement as set forth in Section 6.54 (Institution Reversion Plan) of this RFP.

The State will pay the Contractor the amount(s) identified in the RFP Attachment Seven Cost Summary Form for the O&M Per Diem and AOF (if applicable) (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period.

Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP. An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within fifteen (15) business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect. The Contractor will send all invoices under this Contract to the "bill to" address in the RFP or in the applicable purchase order.

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

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

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

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

- 9.6 CERTIFICATION OF FUNDS. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:
1. All statutory provisions under the Revised Code, including Section 126.07, have been met.
 2. All necessary funds are made available by the appropriate state agencies.
 3. If required, approval of this Contract is given by the Controlling Board of Ohio.
- If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

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

- 9.8 TAXES. The State is exempt from all taxed and does not agree to pay any taxes.

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

PART TEN: GENERAL TERMS AND CONDITIONS / WORK & CONTRACT ADMINISTRATION

10.1 RELATED CONTRACTS. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State such that the Project duplicates the work done or to be done under the other contracts.

10.2 BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES.

1. Executive Order Requirements. The Contractor affirms to have read and understands Executive Order 2010-09S issued by the Governor of Ohio 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 available at the following Web site: (<http://procure.ohio.gov/pdf/EO2010-09S.pdf>).

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.

2. Termination, Sanction, 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 one percent (1.0 %) 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.

3. 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.

10.3 SUBCONTRACTING. The Contractor may not enter into subcontracts for the Work after award without written approval from the State. The Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide

exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.

- 10.4 RECORD KEEPING. The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. The Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Project Account.

- 10.5 AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

- 10.6 INSURANCE.

In order to protect the State including all state agencies and all political subdivisions of the State with jurisdiction over the Institution or in which an Institution is located, from all claims and losses incurred as a result of the O&M of the Institution, the Contractor agrees, at its sole cost and expense, to procure and continue in force at all times during the term of the Contract (and any extensions thereof) in the names of the Contractor and the above stated government entities who shall be sent any notice of cancellation, the following insurance coverages:

1. Commercial General Liability and Umbrella Liability Insurance: Contractor shall maintain commercial general liability insurance (CGL), and if necessary umbrella liability insurance with a limit of not less than \$10,000,000 per occurrence. If the Contractor purchases more than one State-owned location, and the insurance policy has a general aggregate limit, it shall apply separately to each location. The CGL shall cover liability arising from the premises, operations, independent/sub-contractors, products/completed operations, personal injury, advertising liability, and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL to make it excess over any other available insurance. The CGL policy shall be endorsed to be primary and name both the ODRC and the State as additional insureds.

2. Employment Related Practices Liability Insurance: Contractor shall maintain employment related practices liability (ERPL) insurance covering civil rights violation claims with a limit of not less than \$1,000,000 per claim/annual aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor shall provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

There shall be no endorsement or modification of the ERPL to make it excess over any other available insurance. The ERPL policy shall be endorsed to be primary and name both the ODRC and the State as additional insureds.

3. Automobile Liability Insurance: Contractor shall maintain automobile liability (AL) insurance with a limit not less than \$1,000,000 for each accident. Such insurance shall cover the liability arising out of any auto, including owned, hired, and non-owned autos.

There shall be no endorsement or modification of the AL to make it excess over any other available insurance. The AL policy shall be endorsed to be primary and name both the ODRC and the State as additional insureds.

4. Property Insurance: If the Contractor assumes ownership of the property, the Contractor shall maintain commercial property insurance (PI) coverage for the buildings, boilers, equipment, fixtures, improvements, and betterments. The policy shall cover perils on an all risk basis, including contents for State-owned property, flood¹ and earth movement². The insurance shall cover the replacement cost of the buildings. Any coinsurance requirement in the policy shall be eliminated through the attachment of an agreed value endorsement. Contractor shall maintain business income, business interruption, extra expense, or similar coverage as part of the insurance. In no event shall the ODRC or the State be liable for any business interruption or other consequential loss sustained by the Contractor, whether or not it is insured. There shall be no endorsement or modification of the PI to make it excess over any other available insurance.

There shall be no endorsement or modification of the PI to make it excess over any other available insurance. The PI policy shall be endorsed to be primary.

¹Flood insurance with a limit as close to the replacement cost of building as reasonably available by NFIP or private insurer.

²Earth movement with a limit as close to the replacement cost of building as reasonably available.

5. Workers' Compensation Insurance: Contractor shall carry and maintain workers' compensation coverage as required by Ohio law.

Alternative Risk Programs: The ODRC and the State reserve the right to approve all policy deductibles, or captive insurance programs the Contractor requests to provide in lieu of private insurance.

Waiver of Subrogation: The Contractor agrees to waive subrogation against the ODRC and the State.

Evidence of Insurance: The Contractor shall furnish a Certificate(s) of Insurance to the State for the required coverages evidencing insurance from an insurance carrier, or carriers, authorized to do business in the state of Ohio. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an A-rating by A.M. Best.

- 10.7 STATE PERSONNEL. The Contractor shall, for each policy required by this contract provide the State with thirty (30) day prior written notice of cancellation, or non-renewal, with the sole exception of a ten (10) days notice of cancellation for non-payment of premium. During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any State employee involved with the Project, if such hiring creates a conflict of interest.

10.8 REPLACEMENT PERSONNEL

Should the ODRC be dissatisfied with any services performed by certain personnel of the Contractor, the ODRC, in addition to the other remedies set forth in the Contract, shall have the right to request replacement personnel that the Contractor shall provide at no additional cost to the ODRC. Replacement personnel shall be limited to the positions of Warden, Deputy Warden(s), Chief of Security, Facility Investigator, Food Service Manager and Medical Administrator which are jobs deemed to be critical to the O&M of the Project.

The Contractor must be able to replace the persons in the six above listed job titles as quickly as needed. When a listed job is to be vacated for any reason, the Contractor will submit the resume of the replacement person for such position. The Contractor will submit the resume, along with such other information as the ODRC may reasonably request, within five business days after the decision to vacate any of the six listed job titles becomes known to the Contractor.

The ODRC reserves the right of final approval of any candidate offered for these positions. The ODRC may reject the proposed replacement for any reasonable reason(s). Should the ODRC reject the replacement candidate, the Contractor will be in default, and the cure period for default specified elsewhere in this Contract will apply. Within thirty days of ODRC approving a replacement candidate, the Contractor shall start the replacement working at the Institution.

The ODRC has an interest in providing a healthy and safe environment for its employees, inmates and visitors at its facilities. The ODRC also has an interest in ensuring that the O&M of the Institution is carried out in an efficient, professional, legal and secure manner. The ODRC, therefore, will have the right to require the Contractor to remove any individual working on the Project if the ODRC determines that any such individual has or may interfere with the ODRC's best interests identified above. In such a case, the Contractor will follow the procedures identified above for replacing personnel unless waived, in writing, by the ODRC On-Site Monitor. This provision applies to people engaged by the Contractor's subcontractors.

- 10.9 CONTRACT NON-COMPLIANCE. A primary goal of the Agency is to assure that the program receives high quality services from the Contractor. To this end, the Agency will work in partnership with the Contractor(s) to meet this goal. The partnership

is defined by the Contract and it is important that communication between the Contractor and state agencies be open and supportive. Should contract non-compliance be an issue, the Agency shall make every effort to resolve the problem.

1. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in the Contract may result in the imposition of remedies as explained below in paragraph 2.

The Agency must be promptly notified of any procedural changes outside the technical requirements listed herein.

2. Resolution for Contract Non-Compliance. The Agency will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract.
 - a. For any infractions not immediately remedied by the Contractor, the Agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction.
 - b. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

- 10.10 SUSPENSION AND TERMINATION. The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, may specify either that the termination is effective immediately, on a date certain in the future or that the Contractor shall cease operations under the Contract in stages. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The State will have the option to suspend rather than terminate the Project where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

10.10.1 PARTIAL DEFAULT. In case of a breach in which the Contractor fails to cure the breach or meet acceptable performance levels, the State has the option to declare the Contractor in partial default, as opposed to termination or suspension. In those cases where the State deems it in its best interest to declare a partial default, the State will take over providing the service for which the Contractor is in breach. The Contractor shall still be responsible for all other obligations under the Contract.

The State may declare a partial default by providing the Contractor with notice that includes:

1. The date upon which the Contractor shall terminate providing the defaulted service
2. The date in which the State will assume the responsibility to perform that service

Upon request, the Contractor shall promptly provide the State with an accounting of the costs the Contractor has associated with the performance of the defaulted service.

The State may withhold from the amounts due the Contractor the greater of the following:

3. The amounts the State would have paid the Contractor to perform the defaulted service, or
4. The actual cost to the State to provide the that service

Upon a partial default, the Contractor shall not have a right to recover from the State any actual, general, special, incidental, consequential or any other damages of any description or amount.

10.11 CONTRACT REMEDIES.

1. **Actual Damages.** Contractor is liable to the state of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, Deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.
3. **Specified Liquidated Damages.** The State will also have the option to assess specified liquidated damages for certain breaches that are described in Attachment Nine, rather than terminating the Project where the State believes that by doing so best serves the State's interests. The parties agree that the State may exercise this option based on the complicated nature of the Contractor's obligations and the difficulty to designate specifically a monetary amount for those breaches associated with those obligations listed in the above-referenced attachment.

The specified liquidated damages assessed pursuant to this section do not include:

- Any injury or damage sustained by a third-party and any amounts owed by the contractor pursuant to the indemnity provision of this Contract
- If the State owns the Institution and real estate; any damages to the Institution or real estate resulting from the Contractor's actions.
- The State may choose to discontinue assessing damage amounts pursuant to this section, and subsequently choose to seek other remedies available under this Contract or at law or at equity.

4. Deduction of Damages from Contract Price. The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the State.

10.12 REPRESENTATIVES. The State's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Project.

10.13 WORK RESPONSIBILITIES. The State will be responsible for providing only those things expressly identified, if any, in the RFP. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

The ODRC will provide the equipment listed in Attachment Fourteen. The type and quality of the listed equipment shall be consistent with the equipment used in other prisons operated by the ODRC. Other fixtures, supplies and equipment on-site that was purchased by Management and Training Corporation may be purchased by the successful Contractor at a price to be negotiated. The Contractor must provide all other equipment that is needed and may provide any additional equipment that is desired for the O&M of the Institution. Such additional equipment shall remain the property of the Contractor unless otherwise agreed.

The Contractor is responsible for all supplies and consumable goods needed or desirable for the O&M of the facility.

Additionally, the ODRC shall develop monitoring procedures that may require the Contractor to submit periodic reports.

The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Agency Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Agency Project Representative any issues, recommendations, and decisions related to the Project.

If the Project, or parts of it, requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or Federal agency for the Project and maintaining them throughout the duration of this Contract.

10.14 CHANGES. The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance

schedule for the Work. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

- 10.15 EXCUSABLE DELAY. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.
- 10.16 INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.
- 10.17 HAZARDOUS MATERIAL. The Contractor shall not place, hold or dispose of any hazardous materials (as defined below) on, under or at the Institution. The Contractor shall not use or operate the Institution as a treatment, storage or disposal site (whether permanent or temporary) for any hazardous materials. These restrictions shall not apply to those materials that are germane and necessary for the operation of the facility. The Contractor shall have a plan for the storage, use and retention of all such materials, consistent with applicable laws, rules and regulations applicable thereto. The Contractor shall not cause or allow any asbestos to be incorporated into any improvements or alterations made to the Institution. For purposes of the Contract, "hazardous materials" means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability Act, The Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order, or decree relating to any hazardous, toxic, or dangerous waste, substance or material.
- 10.18 EMERGENCY ACTION. Notwithstanding any other provisions in this Contract, when the State determines that the Contractor is not operating in compliance with a term or condition of the Contract, and that by these operational shortcomings the security

of an Institution or the health of inmates or other persons are adversely affected, the State has the right to demand immediate corrective action.

Upon receipt by the State of the State's determination concerning security and/or safety issues, the Contractor shall promptly notify the State of its proposed corrective actions.

If the State accepts the above-referenced Proposal, the Contractor shall immediately implement the proposed corrective actions.

If the State does not accept the Contractor's Proposal, the State shall specify the corrective action, and the Contractor shall implement that action.

- 10.19 PARTIAL TAKEOVER. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between the Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed Breach of contract by the ODRC.

The Contractor shall be given at least thirty days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption.

Any Partial Takeover by the State shall not alter in any way the Contractor's other obligations under this Contract. The Contractor may elect to terminate for convenience upon any partial takeover of a portion of the operations that is provided by the Contractor directly if said takeover substantially undermines the benefit of the bargain to the Contractor. In that event, the Contractor and the State shall agree on a date of assumption and termination for convenience that is mutually acceptable to both parties. The State will work cooperatively with the Contractor in the partial takeover of an operation provided by a subcontractor in order to minimize any prejudice to the Contractor.

The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The Contractor will supply the State with information to demonstrate their cost of providing the service. The amounts shall be withheld effective as of the date the State assumes the service.

Upon partial takeover, the Contractor shall not have the right to recover from the ODRC any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.

- 10.20 ADJUSTMENT OF INVOICE FOR STAFF VACANCY. In addition to the remedies above, the ODRC may deduct from an invoice the Contractor's cost of any vacant position. For purposes of this paragraph, "vacant position" means any actual vacancy in a staff position in the Institution engaged in the delivery or support of the O&M described in the Proposal. "Vacant position" also includes a staff position that is filled with a person who does not possess the training, licensure, or credentials required to perform the function. "Vacant position" does not include a vacancy in a position on the Contractor's table of organization if the Contractor arranges for the service to be provided by another appropriately qualified individual, so long as the service is actually provided on the shift or during the hours and in the manner contemplated by the Contract. The Contractor shall not be billed for vacancies in food service and corrections officer posts for a period of ninety days or until the next scheduled pre-service academy, whichever is sooner, as long as coverage is provided. After that period of time, the ODRC may deduct from an invoice the Contractor's cost of the vacant position regardless of whether coverage is provided.

The ODRC expects the Contractor to maintain the numbers and positions of its employees as it is described in its Proposal. In that event that any employee of the Contractor is separated, terminated, resigns, takes leave or is otherwise away from the Institution for more than thirty days, regardless of the reason, the ODRC expects the Contractor to replace the absent employee. If the Contractor utilizes another employee assigned to another position to perform the duties of the absent employee for more than thirty days, the Contractor may be subject to liquidated damages for its failure to fill the vacancy. Such liquidated damages may be imposed without the need of written notice, given the self-evident nature of the vacancy. The Contractor shall provide documentation of its services in such a manner as to facilitate verification of its provision of services.

This adjustment shall not be considered a form of liquidated damages, but is a withholding of payment for a service not provided. After thirty days, a "vacant position" may also be subject to an assessment of liquidated damages without the necessity of written notice.

PART ELEVEN: GENERAL TERMS AND CONDITIONS / OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

11.1 CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) Was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) Is independently developed by the Contractor; (3) Is or becomes publicly available without breach of this Contract; (4) Is rightfully received by the Contractor from a third party without an obligation of confidence; (5) Is disclosed by the Contractor with the written consent of the State; or (6) Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) Notifies the State of such order immediately upon receipt of the order and (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

11.2 HANDLING OF THE STATE'S DATA. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

1. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession.

- 11.3 OWNERSHIP OF DELIVERABLES. All Deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

- 11.4 LICENSE IN COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP or as an attachment referenced in the RFP, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State secrets. Otherwise, the State will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.

5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

PART TWELVE: GENERAL TERMS AND CONDITIONS / REPRESENTATIONS, WARRANTIES, AND LIABILITIES

- 12.1 GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

The warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things: (1) Modify the Deliverable so that it is no longer infringing; (2) Replace the Deliverable with an equivalent or better item; (3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) Remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

- 12.2 SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was

written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

- 12.3 EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor's will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

- 12.4 GENERAL EXCLUSION OF WARRANTIES. The State makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the contractor's work will meet the stated purpose for that work.

- 12.5 INDEMNITY. The Contractor agrees to indemnify and hold harmless the State its officers, agents, and employees, and also any political subdivisions or other government entities in the State having jurisdiction over or otherwise affected by the O&M of the Institution, and shall reimburse said entities and/or individuals for expenses or damages incurred by any of them including but not limited to court costs, reasonable attorney fees and other defense costs arising out of the following:

1. Any claims or losses for services rendered by the Contractor or by any person, or entity performing or supplying services for or on behalf of the Contractor in connection with the performance of the Contract;
2. Any failure of the Contractor, or its officers or employees to adhere to laws, rules, regulations or terms agreed to in the Contract.
3. Any constitutional, federal, state or civil rights claim brought against the State or the ODRC related to the Institution;
4. Any claims, losses, demands, or causes of action arising out of the Contractor's person's or entity's activities in this State;
5. Any attorney's fees or court costs arising from any habeas corpus actions or other inmate suits that may arise from any event that occurred at the Institution or was a result of such an event, or arise over the conditions, management, or operation of the Institution, which fees and costs shall include, but not be limited to, attorney's fees for the State's representation and for any court-appointed representation of any inmate, and the costs of any special judge who may be appointed to hear those actions or suits.

The foregoing indemnity shall be in addition to Contractor's obligation to supply insurance as required by this RFP and not in discharge of or substitution for it.

No immunity from liability granted to the ODRC or the State shall extend to the Contractor or its officers, directors, employees, agents or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.

2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract.
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

12.6 LIMITATION OF LIABILITY. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this agreement, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages.
2. The Contractor further agrees that the Contractor shall be liable for all direct damages due to the fault or negligence of the Contractor.

PART THIRTEEN: GENERAL TERMS AND CONDITIONS / ACCEPTANCE AND MAINTENANCE

- 13.1 STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Project Representative will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Project.

PART FOURTEEN: GENERAL TERMS AND CONDITIONS / CONSTRUCTION

- 14.1 ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.
- 14.2 BINDING EFFECT. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.
- 14.3 AMENDMENTS – WAIVER. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.
- 14.4 SEVERABILITY. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.
- 14.5 CONSTRUCTION. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 14.6 HEADINGS. The headings in this Contract are for convenience only and do not affect the interpretation of any of the Contract terms and conditions.
- 14.7 NOTICES. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.
- 14.8 CONTINUING OBLIGATIONS. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.
- 14.9 DAYS. When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

PART FIFTEEN: GENERAL TERMS AND CONDITIONS / LAW & COURTS

- 15.1 COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.
- 15.2 DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on State property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.
- 15.3 CONFLICTS OF INTEREST. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.
- 15.4 OHIO ETHICS AND ELECTIONS LAW.
- A. Ethics Law
- 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 ORC 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.
- B. Political Contributions
- The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.
- 15.5 DECLARATION OF MATERIAL ASSISTANCE. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:
- A. I have not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the State, instrumentalities, or political subdivisions during the current fiscal year;
- Or
- B. 1. I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the State, instrumentalities, or political subdivisions during the current fiscal year.
- And
2. I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.
- 15.6 EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all State and federal laws regarding equal employment opportunity and fair labor and employment practices, 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 Department of Administrative Services 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 Ohio Business Gateway at: <http://business.ohio.gov/efiling>
- 15.7 INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

- 15.8 ASSIGNMENT. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.
- 15.9 GOVERNING LAW. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 15.10 PUBLICITY. The Contractor shall not do the following without prior, written consent from the State:
1. Advertise that the Contractor is doing business with the State; and
 2. Use this Contract as a marketing or sales tool.

ATTACHMENT ONE
CONTRACT

This Contract, which results from RFP CSP901412, entitled Operation, Management, and Purchase of Correctional Facilities is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Rehabilitation and Correction (the "State") and

(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's Proposal, and written, authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another part of the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

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

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

This Contract has an effective date of the later of December 31, 2011 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

_____ (Contractor)	<u>Department of Administrative Services</u> <u>(State of Ohio Agency)</u>
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	<u>Robert Blair</u> <u>(Printed Name)</u>
_____ (Title)	<u>Director, Department of Administrative Services</u> <u>(Title)</u>
_____ (Date)	_____ (Date)

ATTACHMENT TWO A
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT TWO B
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact Name and Title:	
Address:	Phone Number:	
Project Name:	E-mail:	Beginning Date of Project (Month/Year):
		Ending Date of Project (Month/Year):

ATTACHMENT TWO C
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact Name and Title:	
Address:	Phone Number:	
Project Name:	E-mail:	Beginning Date of Project (Month/Year):
		Ending Date of Project (Month/Year):

ATTACHMENT TWO D
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact Name and Title:	
Address:	Phone Number:	
Project Name:	E-mail:	Beginning Date of Project (Month/Year):
		Ending Date of Project (Month/Year):

ATTACHMENT THREE
OFFEROR REFERENCES

Three (3) professional references who have received services from the Offeror in the past five (5) years

Company Name:	Contact Name and Title:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of similar project in their nature, scope of work and size, and the Offeror's role in this project.		

Company Name:	Contact Name and Title:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of similar project in their nature, scope of work and size, and the Offeror's role in this project.		

Company Name:	Contact Name and Title:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of similar project in their nature, scope of work and size, and the Offeror's role in this project.		

ATTACHMENT FOUR A
OFFEROR'S CANDIDATE REFERENCES

Candidate's Name: _____

Candidate's Proposed Position: _____

Three (3) professional references who have received services from the candidate in the past three (3) years:

Company Name:		Contact Name and Title:	
Address:		Phone Number:	
		E-mail:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of similar project in their nature, scope of work and size, and the Candidate's role in this project.			
Company Name:		Contact Name and Title:	
Address:		Phone Number:	
		E-mail:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of similar project in their nature, scope of work and size, and the Candidate's role in this project.			
Company Name:		Contact Name and Title:	
Address:		Phone Number:	
		E-mail:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of similar project in their nature, scope of work and size, and the Candidate's role in this project.			

ATTACHMENT FOUR B
OFFEROR'S CANDIDATE INFORMATION
EDUCATION AND TRAINING

Candidate's Name: _____

Education and Training: This section must be completed to list the education and training of the proposed candidate.

Name and Address	Months/Years	Degree/Major
College		
Technical School		
Licenses		
Certifications		

ATTACHMENT FOUR C
OFFEROR'S CANDIDATE EXPERIENCE REQUIREMENT

Candidate's Name: _____

Candidate's Proposed Position: _____

Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			

ATTACHMENT FIVE
OFFEROR PERFORMANCE FORM

The Offeror under its current corporate name or identity, or any previous corporate name or identity, must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror, under its current corporation name or identity, or any previous corporation name and identity, 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.
	Has trading in the stock of the company ever been suspended? If so provide 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 Offeror 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 Offeror has been convicted of a felony or is currently under indictment on any felony charge.

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

ATTACHMENT SIX
CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE FORM

By the signature affixed to this response, the Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by the Governor of Ohio. If awarded a contract, the 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 available at the following Web site: (<http://procure.ohio.gov/pdf/EO2010-09S.pdf>).

The Offeror 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 Offeror not responsive and no further consideration will be given to the response. The Offeror's Proposal will not be considered. If the Offeror 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)

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)

ATTACHMENT SEVEN
COST SUMMARY FORM

Title: Operation, Management, and Purchase of Correctional Complexes

RFP Number: CSP901412

Correctional Complexes	Designated Bed Capacity	Description of Cost	Offeror's Proposed Cost	Extended Cost	Ref. Ltr.
Lake Erie Correctional Institution (LaECI) Complex	1,798	Operations and Maintenance per RFP requirements, in Per Diem \$	Per Diem \$	\$	A
		Annual Ownership Fee per RFP requirements, in annual \$	Annual \$	\$	B
		Purchase Price	\$	\$	C
		Cost Evaluation Total	n/a	\$	D
Grafton Correctional Institution (GCI) and North Coast Correctional Treatment Facility (NCCTF) Complex	1,967	Operations and Maintenance per RFP requirements, in Per Diem \$	Per Diem \$	\$	A
		Annual Ownership Fee per RFP requirements, in annual \$	Annual \$	\$	B
		Purchase Price	\$	\$	C
		Cost Evaluation Total	n/a	\$	D
North Central Correctional Institution (NCCI) and North Central Correctional Institution Camp (NCCI Camp) Complex	2,796	Operations and Maintenance per RFP requirements, in Per Diem \$	Per Diem \$	\$	A
		Annual Ownership Fee per RFP requirements, in annual \$	Annual \$	\$	B
		Purchase Price	\$	\$	C
		Cost Evaluation Total	n/a	\$	D

- Extended Cost evaluation period is **five (5)** years.
- Designated Bed Capacity for evaluation purposes is included in the second column above. Note that this number differs from the minimum number of inmates guaranteed (90%) per this RFP.
- Offeror is to complete Offeror's Proposed Cost column, rows A, B, and C. The State will calculate Costs as follows:

Extended Cost Ref. Ltr. A = Offeror's Proposed Cost Per Diem X Designated Bed Capacity X 365 days X 5 years

Extended Cost Ref. Ltr. B = Offeror's Proposed Cost Annual Ownership Fee X 5 years

Extended Cost Ref. Ltr. C = Offeror's Proposed Purchase Price

Extended Cost Ref. Ltr. D = A + B - C = Cost Evaluation Total

- The State will evaluate the Offeror's Proposed Per Diem cost based upon the evaluation criteria in Part Four of this RFP.
- Offerors who wish to offer different costs for combinations of correctional complexes may reproduce this form and include as an alternate in their Cost Proposal.
- All costs must be in U.S. Dollars.
- The State will not be responsible for any costs not identified.
- Proposed Costs are firm fixed price for the initial term of the contract.

ATTACHMENT EIGHT
OHIO REVISED CODE SELECTED SECTIONS

Lawriter - ORC - 9.06 Private operation and management of initial intensive program prison.

Lawriter - ORC - 9.07 Correctional facility to house out-of-state prisoners.

Sub. H. B. No. 153 As Pending in the House Finance and Appropriations Committee (L# 1066-2)

Lawriter - ORC - 145.01 Public employees retirement system definitions.

ATTACHMENT NINE
SPECIFIED LIQUIDATED DAMAGES SCHEDULE

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

$$V \times B \times \$75.00 \text{ per day where}$$

V = Relative Value of Service Area
B = Relative Value of the Breach

Service Area 1 – Value = 5; Security and Controls (e.g., communications, audits, public information, and investigations, number and location of posts, authority structure written policies, post orders, inmate discipline, special management statuses, use of force, inmate deaths, criminal activity, discrimination and racial issues, appearance and grooming, hardware and radios, contingency plans, security threat groups, reports, and critical incident management). Health Care Services (e.g., medical, dental, mental health, and psychological services).

Contract Breach	B
Failure to Staff	5
Failure of Staff	5
Failure to Document	4
Failure to Report	3
Failure to Comply with Other Applicable Standards	5

Services Area 2 – Value = 4; Human Resources (e.g., personnel, training, equal employment opportunity, labor relations, employee conduct standards, job qualifications, activation, background checks, certifications and licensure, uniforms, recruitment, vacancies, and hiring). Inmate Programs (e.g., reception, recovery services, and religious services, education, training, rehabilitative programs, work, pre-release, social services, community services, industry, drug testing, alcohol and other drug services).

Contract Breach	B
Failure to Staff	5
Failure of Staff	5
Failure to Document	3
Failure to Report	2
Failure to Comply with Other Applicable Standards	5

Services Area 3 – Value = 3; Administration and Maintenance (e.g., equipment acquisition, management information services, facility maintenance, equipment maintenance, division of responsibilities, health and safety, sanitation, dietetics, records, ACA, drug testing, transportation, vehicles, utilities, physical operation, community relations, and facility reversion plan).

Contract Breach	B
Failure to Staff	4
Failure of Staff	4
Failure to Document	2
Failure to Report	1
Failure to Comply with Other Applicable Standards	4

Services Area 4 – Value = 2; Inmate Services (e.g., food service, recreation, commissary, grievances, library, legal services, inmate groups, property control, mail and visiting, reception, orientation, kites, vending services, inmate telephones, clothing, linens, laundry, parole and release, and inmate manual).

Contract Breach	B
Failure to Staff	4
Failure of Staff	4
Failure to Document	1
Failure to Report	1
Failure to Comply with Other Applicable Standards	4

Failure to Staff – means the Contractor has failed to staff the area in question in accordance with the Staffing Plan or failed to hire within the required time frames, thereby having a position vacancy for longer than permitted under the Contract.

Failure of Staff – means the staff of the Contractor assigned to the area has not performed the duties as required by the Contract.

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.

Failure to Report – means the Contractor has failed to submit required reports; failure to report incidents or other information to the ODRC as required by the Contract.

Failure to Comply with Other Applicable Standards – means the Contractor has failed to comply with any Federal, State or local law and ordinances, Court Orders, ACA Standards, National Commission on Correctional Health Care (NCCHC) Standards (if applicable), ODRC Policy Directives and Operating Procedures, ODRC Director's Office Memorandum, state of Ohio Administrative Rules, ODRC Chronic Care Guidelines, ODRC Transport Policy, and/or Correctional Mental Health Program Admission/Discharge Criteria and Guidelines.

ECONOMIC PRICE ADJUSTMENT. The \$75.00 per day basis value in this attachment is firm through the initial term of the Contract. Thereafter, as part of Contract renewal, the State may adjust this basis value through an Economic Price Adjustment as described in Part Nine, Section 9.3.

ATTACHMENT TEN
DEFINITION OF TERMS

1. **“ACA”** represents the American Correctional Association.
2. **“ACA Standards”** represents the Standards for Adult Correctional Facilities (Fourth Edition, January 2003 and 2010 Standards Supplement, as the same may be modified, amended, or supplemented in the future) published by the American Correctional Association.
3. **“Administrative Rules”** represents the rules of the Ohio Administrative Code.
4. **“AOD”** represents the alcohol and other drug treatment program.
5. **“Breach”** represents any of the following: failure to perform in accordance with any term or provision of this Contract, partial performance of any term or provision of this Contract, or any act prohibited or restricted by the Contract. The term breach and the term non-performance shall be considered to have the same meaning, that being the failure to perform a condition of the Contract.
6. **“CIM”** represents Critical Incident Management.
7. **“Commercial Material”** represents anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media.
8. **“Contract”** represents the operation and management contract.
9. **“Contractor”** represents the private prison company awarded the Contract to operate and manage the Facility as described in this Contract pursuant to Section 9.06 of the Ohio Revised Code.
10. **“Department”** represents the Ohio Department of Rehabilitation and Correction.
11. **“Deputy Director”** represents the ODRC Regional Deputy Director of the Office of Prisons.
12. **“Director”** represents the Director of the Ohio Department of Rehabilitation and Correction.
13. **“Employee”** represents an employee of the Contractor or a sub-contractor working within the Facility providing services under this Contract.
14. **“Equipment”** represents any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of durable goods provided by the Contractor or the ODRC as part of the O&M services of the Facility.
15. **“Evaluation Committee”** represents the ODRC team responsible for reviewing and scoring each Proposal.
16. **“Facility/Institution”** represents the State or privately owned correctional Facility/Institution that is to be operated, managed and maintained by the Contractor. A fully equipped and furnished medium and/or minimum custody adult male correctional facility operated by the Contractor, including housing units, administrative offices and all other structure and improvements of whatever kind, including but not limited to all support buildings, roads, fences, and utility systems.
17. **“Fiscal Year”** represents each one-year period, beginning on July 1 and ending on June 30, that is used for budgeting and appropriation purposes by the State.
18. **“Fussell v. Wilkinison”** represents the minimum staffing level requirements for medical and dental care services.
19. **“GCI”** represents the Grafton Correctional Institution.
20. **“Individual Education Program (IEP)”** represents a written plan describing the student’s levels of performance which contains measurable individualized student goals/objectives and the special education related services, program modifications and supplementary aids and services to be provided.
21. **“Inmate”** represents the adult male offender committed by Ohio courts of competent jurisdiction to the ODRC and assigned by the ODRC to the Facility/Institution.
22. **“LaECI”** represents the Lake Erie Correctional Institution.
23. **“MaJCF”** represents the Marion Juvenile Correctional Facility.
24. **“Medium Security”** represents the security level of the GCI, LaECI, NCCI, and NCCI Camp and inmates assigned thereto, as classified by the ODRC. A security level that offers a moderate to high degree of physical restraint and detection according to ODRC policy. Physical plant requirements, supervision and movement shall not be less restrictive than established in ODRC policy.
25. **“Minimum Security”** represents the security level of the NCCTF and inmates assigned thereto, as classified by the ODRC. A security level that offers the lowest level of supervision and physical restraint and detection according to

ODRC policy. Physical plant requirements, supervision and movement shall not be less restrictive than established in ODRC policy.

26. **“Minimum Staffing Level”** represents the required number of positions to be filled with trained, qualified staff on a shift to shift basis in medical and dental areas.
27. **“NCCI”** represents the North Central Correctional Institution.
28. **“NCCI Camp”** represents the North Central Correctional Institution Camp (formerly known as Marion Juvenile Correctional Facility).
29. **“NCCTF”** represents the North Coast Correctional Treatment Facility.
30. **“O&M”** represents the operation, management and maintenance of the Facility/Institution.
31. **“OCSS”** represents the Ohio Central School System.
32. **“ODRC”** represents the Ohio Department of Rehabilitation and Correction.
33. **“Offeror”** represents the company or other entity that responds to the Request for Proposal.
34. **“On-Site Monitor”** represents the employee(s) of the ODRC designated to monitor the O&M of the Facility for compliance with the O&M contract and to coordinate actions and communications between the ODRC and the Contractor.
35. **“ORC”** represents the Ohio Revised Code.
36. **“Owner”** represents the entity that owns the Facility/Institution.
37. **“Per Diem Rate”** represents the charge to the ODRC for the Contractor to operate and manage the Facility for each inmate, per inmate day.
38. **“Policy”** represents the basis for O&M of the Facility/Institution and all of its components as approved by the Director.
39. **“Project”** represents the O&M work the Contractor will perform at the Facility/Institution.
40. **“Project Representative”** represents the employee of the Department designated to oversee the RFP and the Proposal processes and who is authorized to grant exceptions and waivers during the RFP process. This person will be the central point of contact for all Proposers.
41. **“Proposal”** represents the written response to the Request for Proposal, submitted for consideration to the Department from a company or other entity.
42. **“Proposal Due Date”** represents the date and time at which all proposals are due to the Department of Administrative Services for consideration. The Proposal Due Date is 1:00 p.m. (local time), June 15, 2011.
43. **“Purchase Contract”** represents the contract for the purchase of real property.
44. **“Purchase Contractor”** represents the company or other entity awarded the Contract to purchase real property as described in the Contract.
45. **“RFP”** represents this Request for Proposal, together with any attachments or amendments.
46. **“Service Commencement Date”** represents the date on which the selected Proposer shall begin providing O&M services at the Facility.
47. **“SOP”** represents the Standard Operating Procedures of the ODRC.
48. **“State”** represents the state of Ohio or the ODRC.
49. **“Vacant Position”** represents any actual vacancy in staff positions in the Institution engaged in the delivery or support of the O&M of services described in the Proposal or a staff position that is filled with a person who does not possess the training, licensure or credentials required to perform the function.
50. **“Warden”** represents the Facility/Institution administrator who is the chief on-site manager for the Contractor in the context of this RFP.

ATTACHMENT ELEVEN
INSTITUTION / INMATE DEMOGRAPHICS

Generally, the following demographics describe the profile of the total inmate population classified as minimum and medium security based on the snapshot population of male inmates on August 30, 2010. This profile is for informational purposes only.

Minimum (Level 1A and 1B) Security Inmate Profile

The average age at commitment for these offenders was 34.1 years. The average current age is 36.8 years. Of these inmates 42.5 % were African Americans. About sixty-three percent (63.4%) of these offenders had earned a high school degree or GED. The most frequently occurring most serious commitment offenses among minimum security male inmates were as follows: drug trafficking (13.4%); drug possession (11.9%); burglary (7.9%); rape (6.4%); and theft (4.1%). About thirty percent (30.4%) possessed, used or threatened a weapon during the commission of their offense. About three quarters (73.9%) had a significant current drug abuse problem and a little under half (45.6%) had a significant current alcohol abuse problem. On intake over a quarter of these (28.7%) of the inmates indicated some mental health history.

Information regarding prior criminal history indicates that slightly over a quarter (28.7%) were committed to the ODRC as a result of a probation or parole violation. About three fifths (59.1%) had at least one prior felony conviction; about a fifth (21.2%) had at least one prior conviction for a violent felony (not including prior sex offenses), and five percent (5.1%) had a prior sex felony. Slightly under half (44.4%) had served at least one prior prison term, and two fifths (41.8%) had at least one prior adult supervision revocation. Almost five percent (4.8%) had an escape history.

Medium (Level 2) Security Inmate Profile

The average age at commitment for these offenders was 31.9 years. The average current age is 35.2 years. Of these inmates 47.0% were African Americans. Over half (56.9%) of these offenders had earned a high school degree or GED. The most frequently occurring most serious commitment offenses among minimum security male inmates were as follows: rape (9.9%); burglary (9.1%); aggravated robbery (8.0%); felonious assault (7.9%) and robbery (7.5%). Almost half (46.3%) possessed, used or threatened a weapon during the commission of their offense. About three quarters (71.3%) had a significant current drug abuse problem and a little under half (47.7%) had a significant current alcohol abuse problem. On intake almost a third of these (31.4%) of the inmates indicated some mental health history.

Information regarding prior criminal history indicates that slightly over a quarter (27.3%) were committed to the ODRC as a result of a probation or parole violation. Over three fifths (61.5%) had at least one prior felony conviction; about a third (33.5%) had at least one prior conviction for a violent felony (not including prior sex offenses), and about seven percent (6.7%) had a prior sex felony. Just over half (51.9%) had served at least one prior prison term, and two fifths (43.0%) had at least one prior adult supervision revocation. Over fifteen percent (15.4%) had an escape history, although it is likely many of these offenses were generated by a Parole Violator At-Large experience.

ATTACHMENT TWELVE
EXEMPTED POLICIES AND ADMINISTRATIVE RULES

Exempted ODRC Policies and Rules of the Ohio Administrative Code

ORGANIZATION DESIGN & CONTROLS - Chapter (01-20)	
01-COM	COMMUNICATIONS
01-COM-04	Monthly Staff Meetings
01-COM-11	Execution
05-OIT	OFFICE OF INFORMATION AND TECHNOLOGY SYSTEMS
05-OIT-01	Hardware and Software Management
05-OIT-02	LEADS Access and Control
05-OIT-03	Boundary Security
05-OIT-08	IT Project Process
05-OIT-09	Ohio Local Law Enforcement Information-Sharing Network
05-OIT-10	Internet, Electronic Mail, and On-Line Services Use
07-ORD	OFFENDER RECORDS
07-ORD-01	Records Management Program
07-ORD-02	Public Records
07-ORD-04	Inmate Name Change
07-ORD-05	Cooperation with Court and Interagency Records Requests
07-ORD-06	Access to DYS Information
08-MAU	MANAGEMENT AUDITS
08-MAU-02	DP&CS Management Audits
08-MAU-03	Bureau of Community Sanctions Program Audit Process
10-SAF	WORKPLACE SAFETY AND ENVIRONMENTAL MANDATES
10-SAF-03	Respirator Use, Selection, and Training
11-COP	CENTRAL OFFICE OPERATIONS
11-COP-01	Central Office Security
11-COP-02	Central Office – Areas of Responsibility
CAPITAL & FISCAL – CHAPTER (21-30)	
21-CAM	FACILITIES MAINTENANCE
21-CAM-01	Prison Construction/Expansion
21-CAM-02	OPI Construction Guidelines
21-CAM-03	Design Procedures
21-CAM-04	Real Estate Policy
21-CAM-05	Construction Bidding and Contract
21-CAM-06	Demolition of Structure on Institution Property
21-CAM-07	Construction Process
21-CAM-08	Capital Improvement Projects Planning and Pre-Design Process
21-CAM-09	Close Out and Contract Completion
21-CAM-10	Energy Conservation
22-BUS	BUSINESS OPERATIONS
22-BUS-01	Employee Housing
22-BUS-04	Travel Policy
22-BUS-06	Grants Coordination Policy
22-BUS-07	Financial and Commissary Audits
22-BUS-09	Procurement Procedures
22-BUS-10	Contractor Review Procedures
22-BUS-11	Internal Control of Fiscal Activity Within the Department
22-BUS-13	IACP Field Staff Accountability
22-BUS-14	Purchased Services Contracting
22-BUS-15	Bid Protests
22-BUS-16	Communication With Bidders
23-BUD	BUDGET
23-BUD-02	Participation in Budget Planning
23-BUD-03	Capital Project Budgeting and Administration
23-BUD-04	Fiscal Planning, Budgeting, and Account Procedures
23-BUD-05	Strategic Planning and Program Budgeting
23-BUD-06	Program Budget Allocation Control and

	Revisions
24-CAS	CASHIER/COMMISSARY
24-CAS-01	I & E Funds for Outside Entertainment
24-CAS-03	Control and Security of Cash, Checks and Other Funds
24-CAS-04	External Fund Establishment and Control
25-OPI	OHIO PENAL INDUSTRIES
25-OPI-01	Institutional and OPI Citations, Edicts or Mandates
HUMAN RESOURCES – CHAPTER (31-50)	
31-SEM	STANDARDS FOR EMPLOYEES
31-SEM-02	Standards of Employee Conduct
31-SEM-04	Employee Random Drug Testing
31-SEM-05	Political Practices
31-SEM-06	Departmental Dress Code
32-EEO	EQUAL EMPLOYMENT OPPORTUNITY PROGRAMS AND REQUIREMENTS
32-EEO-01	Anti-Discrimination Policy
32-EEO-02	Sexual Harassment Policy
32-EEO-03	Americans with Disabilities Act, Title I (Employment)
33-ERD	EMPLOYEE RECORDS
33-ERD-01	Personnel Files
33-ERD-02	Performance Reviews
33-ERD-04	Photo Identification System (Staff)
34-PRO	REQUIREMENTS FOR HIRING AND PROMOTING EMPLOYEES
34-PRO-01	Nepotism
34-PRO-02	Job Descriptions and Worker Characteristics
34-PRO-04	Procedures for Review and Selection of Applicants
34-PRO-05	Selection, Retention, and Promotion
34-PRO-06	Correction Officer Contractual Selection Policy
34-PRO-08	Interim Appointments
34-PRO-09	Initial Probationary Periods
34-PRO-10	Workforce Planning Policy
35-PAY	EMPLOYEE PAY, TIMEKEEPING, AND OVERTIME ISSUES
35-PAY-01	Overtime
35-PAY-02	FLSA Overtime Exempt Employees
35-PAY-03	Overtime for FLSA Non-Bargaining Unit Employees
34-PAY-04	Payroll and Timekeeping Procedures
35-PAY-05	PIN Punching and Prox ID Cards
35-PAY-06	SEIU/District 1199 Nurse Overtime Policy
35-PAY-07	1199 Recruitment and Retention Supplement
35-PAY-08	Alternative Work Schedule Procedure
35-PAY-09	Telecommuting Procedure
35-PAY-10	Leave Without Pay and Unpaid Leave of Absence
35-PAY-12	Trial 1199 Bargaining Unit Voluntary Cost Savings Program
36-LEV	EMPLOYEE LEAVE BENEFITS AND RELATED MANDATES
36-LEV-02	Family Medical Leave Act
36-LEV-03	Policy for Monitoring Administrative Leave
36-LEV-04	Military Service Leave and Notice Requirements
36-LEV-05	Return to Work Partnership Program
36-LEV-06	Disability Review and Separation
37-EAP	EMPLOYEE ASSISTANCE AND SUPPORT PROGRAMS
37-EAP-01	Employee Assistance Program
37-EAP-03	Legal Representation and Assistance
37-EAP-04	Insurance Coverage for Employees
37-EAP-07	Exempt Employee Grievance Procedure
38-CED	CONTINUING EDUCATION DEVELOPMENT OPPORTUNITIES
38-CED-01	Tuition Reimbursement for Exempt Employees
38-CED-03	College and University Partnerships
38-CED-04	Educational Leave
38-CED-05	Internship Guidelines
39-TRN	EMPLOYEE TRAINING

39-TRN-06	Standards for Training Personnel and Instructors (Conditionally waived) The Contractor is expected to have qualified staff available to instruct other staff in training areas for the operation and management of the Institution. Special skills instructor training may be available to the Contractor through the Corrections Training Academy.
39-TRN-10	Employee Orientation Training This waiver is conditional in those areas that don't apply to the Contractor.
39-TRN-12	Contractor Orientation
INSTITUTION OPERATIONS – CHAPTER (51-98)	
51-STF	ASSIGNMENT OF PRISON STAFF
51-STF-04	Institution Working Alone Policy
52-RCP	INMATE RECEPTION PROCEDURES
52-RCP-01	Reception Admission Procedures
52-RCP-02	Reception Admission Procedures: Male Death Row Inmates
52-RCP-03	Reception Admission Procedures: Female Death Row Inmates
52-RCP-06	Reception Intake Medical Screening
52-RCP-07	Reception Center Housing Assignments
57-EDU	INMATE EDUCATION
57-EDU-08	Education Staff Credentials (This waiver does not exempt from utilizing the professional development committee that was developed for them nor from using the forms required within the policy.)
57-EDU-10	Ohio Penal Education Consortium Fiscal Issues
67-MNH	MENTAL HEALTH SERVICES
67-MNH-12	Sex Offender Services
71-SOC	SOCIAL SERVICES
71-SOC-02	Birthing Support Person
71-SOC-04	Female Offender Programs and Services
71-SOC-05	Youthful Offender Program Management
71-SOC-07	Infant Property for Participants of the Mother/Infant Program
PAROLE AND COMMUNITY SERVICES – CHAPTER (99-108)	
100-APA	ADULT PAROLE AUTHORITY
100-APA-01	APA Evidence and Contraband Policy
100-APA-02	APA Vehicular Pursuit
100-APA-03	APA Workload Formula
100-APA-04	APA Administrative Review of Parole/Post Release Cases
100-APA-05	APA Search and Arrest Procedures
100-APA-06	Financial Obligation of Offenders
100-APA-07	Offender Travel Permits
100-APA-08	Slate Checks
100-APA-09	Conditions of Supervision
100-APA-10	APA Probation/Community Control Violation and Supplement Reports
100-APA-11	APA Offender Investigations - Revised
100-APA-13	Supervision Reentry Planning and Offender Classification
100-APA-14	Sanctions for Violations of Conditions of Supervision
100-APA-15	APA Initial Interview with the Offender
100-APA-16	APA Termination Recommendation
100-APA-17	Offender Grievance Procedure
100-APA-19	Monitored Time
100-APA-20	APA Monitoring of Sanctions
100-APA-21	APA Offender Transfers
100-APA-23	APA Field Officer Tablet and File Policy
100-APA-24	APA Violation Report
100-APA-25	APA Staffing of Supervision Cases and Investigations
100-APA-27	Determination of Lost Time
100-APA-28	Offender Transportation
100-APA-29	Special Assignments
100-APA-30	Equitable Sharing of Federally Forfeited Property
100-APA-31	DPCS Leadership and Direction

101-PLA	PLACEMENT
101-PLA-01	Reentry Supervision Release Process
102-FUG	FUGITIVE
102-FUG-02	Violator at Large
102-FUG-03	APA Cooperation with Law Enforcement
102-FUG-04	Absconding from Probation or Community Control
103-SPS	SPECIAL SERVICES
103-SPS-01	Interstate Compact for Probation and Parole
103-SPS-02	Sex Offender Supervision
103-SPS-03	DPCS Offender Services Needs and Programming
103-SPS-07	Offender Substance Abuse Testing
104-TAW	TRAINING AND WEAPONS
104-TAW-01	APA Firearms Policy
104-TAW-02	APA Use of Force
104-TAW-03	DPCS OC (Pepper Gas) Spray in Use of Force Continuum
104-TAW-04	APA Equipment Policy
106-BCS	COMMUNITY SERVICES
106-BCS-02	Construction/Renovation Review and Approval for Halfway Houses and CBCF
107-BAD	ADULT DETENTION
107-BAD-01	Inspections of Ohio Jails
107-BAD-02	Enforcement Process for Life Safety Concerns in Ohio Jails
107-BAD-03	Voluntary Certification of Local Jails
107-BAD-04	Local Jail Construction and Renovation Funding Program
107-BAD-05	Variance Process for Ohio Minimum Jail Standards
107-BAD-06	Bureau of Adult Detention Oversight of Jail Operations
107-BAD-07	BAD Construction/Renovation Plans Review and Approval for Local Jails
108-ABC	APA/BCS PARTNERSHIPS
108-ABC-01	Transitional Control Supervision
108-ABC-04	Electronic Monitoring and Global Positioning Systems
108-ABC-05	Transitional Control Screening

Exempted Ohio Administrative Code Rules

SENTENCE REDUCTION	
5120-2-03	Determination of Minimum, Maximum, and Definite Sentences when Multiple Sentences are Imposed
5120-2-031	Determination of Stated Prison Terms and Life Sentences When Multiple Terms or Sentences are Imposed
5120-2-032	Determination of Multiple Sentences or Prison Terms with an Offense Committed Before July 1, 1996 and an Offense Committed On or After July 1, 1996
5120-2-04	Reduction of Minimum and Maximum or Definite Sentence or stated prison term for Jail Time Credit
5120-2-05	Time Off for Good Behavior
5120-2-07	Days of Credit of Maintaining Minimum Security
5120-2-10	Life Sentences
5120-2-12	Calculation of Time Off for Good Behavior for Prisoners Committed to the DRC on or before October 31, 1987
EMPLOYMENT OF PRISONERS	
5120-3-11	Prison Employment Committee
FINANCE	
5120-5-04	Administration of Industrial and Entertainment Funds
5120-5-09	Employees' Housing
5120-5-11	Employee Activity Funds
5120-5-12	Facility Site Selection

PERSONNEL	
5120-7-01	Appointing Authorities
INSTITUTIONS	
5120-9-12	Inmates Sentenced to Death
5120-9-25.1	Appearance and Grooming of Female Inmates
5120-9-52	Initial Classification of Inmates
5120-9-57	Prison Nursery Program and Infants Born During Confinement
RELEASE	
5120-1-1-01	Glossary of Terms
5120:1-1-06	Shock Parole
5120:1-1-13	Discharge from Parole
5120:1-1-15	Pardon, Reprieve, and Commutation of Sentence
5120:1-1-16	Violator-at-Large
5120:1-1-17	Responding to Release Violations
5120:1-1-21	Revocation of Release if Releasee Recommitted for New Offense
5120:1-1-22	Confinement of Mentally Ill and Mentally Retarded Releasee
5120:1-1-34	Return to Ohio on a Detainer
5120:1-1-37	Authority to Carry Firearms
5120:1-1-39	Use of Force
5120:1-1-41	Standards for Imposing, Modifying and Reducing Post-Release Control
THE FOLLOWING OHIO ADMINISTRATIVE CODE CHAPTERS ARE NOT APPLICABLE:	
5120-11	Intensive Program Prison
5120-12	Transitional Control
5120:1-3-01 through 18	Licensed Facilities
5120:1-5-01 through 09	Community Based Corrections Programs
5120:1-7-01 through 04	Bureau of Adult Detention Facilities and Services – Scope and Authority
5120:1-8-01 through 18	Minimum Standards for full Service Jails
5120:1-9-01 through 15	Minimum Standards for Minimum Security Jails
5120:1-10-01 through 18	Minimum Standards for Five-Day Facilities
5120:1-12-01 through 19	Minimum Standards for Eight-Hour Facilities
5120:1-14-01 through 10	Community Based Corrections Facilities and Programs
5120:2-1-01	Notice Procedure

ATTACHMENT THIRTEEN
DESCRIPTION OF LAND OFFERINGS

The ODRC is competitively soliciting proposals for the Operation and Management (O&M) and purchase of real estate for the following three individual offerings or in any combination thereof: 1) Lake Erie Correctional Institution (LaECI); 2) Grafton Correctional Institution (GCI) and North Coast Correctional Treatment Facility (NCCTF); and 3) North Central Correctional Institution (NCCI) and the North Central Correctional Institution Camp (NCCI Camp). If one or more of the below correctional complexes is sold and the purchaser-owner of the complex decides to construct a correctional facility outside the Institution compound then that facility may be used consistent with the purposes and requirements set forth in either ORC Section 9.06 or ORC Section 9.07 subject to the ODRC having the first right to use that facility.

Grafton Correctional Complex

The state of Ohio is offering to sell approximately 319 acre tract of real estate in the Village of Grafton, Lorain County.

The real estate is located just west of State Route 83 and 3 miles north of State Route 57 and County Road 151.

The following two (2) correctional facilities are located on this real estate containing the following number of acres for each compound:

- GCI Compound – 50 acres including 37.6 acres inside the security/perimeter fence;
- NCCTF Compound – 100 acres including 42.6 acres inside the security/perimeter fence; and

Total acreage for two (2) compounds – 150

Total acreage outside the two (2) compounds – 169

Total acreage for sale – 319 +/- (Actual metes, bounds and acreage to be determined by land survey.)

Included in this tract is an operating waste water pre-treatment facility that serves these two (2) facilities as well as the Lorain Correctional Institution located east of State Route 83. This pre-treatment facility discharges to the waste water treatment facility for the Village of Grafton and must be maintained in good operating condition pursuant to all relevant statutes, codes, rules and regulations.

Lake Erie Correctional Institution

The state of Ohio is offering to sell approximately 119 acre tract of real estate in the City of Conneaut, Ashtabula County.

The real estate is located at 501 Thompson Road.

The LaECI is located on this real estate containing 50 acres including 37.3 acres inside the security/perimeter fence.

Total acreage for LaECI compound– 50

Total acreage outside the compound –69

Total acreage for sale –119+/- (Actual metes, bounds and acreage to be determined by a land survey.)

North Central Correctional Complex

The state of Ohio is offering to sell approximately 258 acre tract of real estate in the City of Marion, Marion County.

The real estate is located at 670 Marion-Williamsport Road.

The following two (2) correctional facilities are located on this real estate containing the following number of acres for each compound:

- NCCI Compound – 55 acres including 45 acres inside the security/perimeter fence; and
- NCCI Camp Compound – 33 acres including 23 acres inside the security/perimeter fence.

Total acreage for two (2) compounds - 88

Total acreage outside the two (2) compounds – 170

Total farmland and compound acreage – 258 +/- (Actual metes, bounds and acreage to be determined by land survey.)

Disclaimer: The State does not guarantee the accuracy of the delineation/demarcation of the correctional complexes and any of the information provided herein. The exact acreage to be offered shall be determined by a survey provided at a later date.

ATTACHMENT FOURTEEN
INSTITUTION OVERVIEW AND EQUIPMENT LIST

State of Ohio
Department of Rehabilitation and Correction



Grafton Correctional Institution

2500 South Avon Belden Road
Grafton, Ohio 44044

Institution Information

Acreage	50 acres including 37.6 acres inside the security/perimeter fence
Date Opened	1988
Security Level	Level 2 (medium security)
Capacity	1,127 adult male beds

The Institution consists of fifteen (15) buildings; eight (8) are brick structures with flat rubberized roofs. The original brick structure is eight (8) cellblocks, one administration building, one service building, one entrance building, one warehouse/auto-garage, one sally port and two open bay dormitories. Two additional dormitories were built - one dormitory is aluminum frame with fitted plastic panels known as sprung steel structure and one dormitory is constructed of block and steel.

A map of the Institution and an equipment list is attached. *Note – The equipment list is intended to be representative of available equipment but is not guaranteed to be all-inclusive of equipment available at time of sale. Farm equipment, weapons and vehicles will not be included in the sale of the property.

ATTACHMENT FOURTEEN
INSTITUTION OVERVIEW AND EQUIPMENT LIST (cont'd)

State of Ohio
Department of Rehabilitation and Correction



North Coast Correctional Treatment Facility

2000 South Avon Belden Road
Grafton, Ohio 44044

Institution Information

Acreage	100 acres including 42.6 acres inside the security/perimeter fence
Date Opened	2000
Security Level	Level 1 (minimum security)
Capacity	840 adult male beds

The Institution consists of six (6) buildings dormitory style as follows: an entry building, administration building, inmate service building and three housing units.

A map of the Institution is attached. With respect to property on-site at the Institution owned by the ODRC, an equipment list is attached. *Note – The equipment list is intended to be representative of available equipment but is not guaranteed to be all-inclusive of equipment available at time of sale.

With respect to the property on-site at the Institution that is owned by the current operator, Management and Training Corporation (MTC), the Contractor should view and inspect all fixtures, equipment and furnishings that have been purchased by the current operator Management and Training Corporation (MTC).

ATTACHMENT FOURTEEN
INSTITUTION OVERVIEW AND EQUIPMENT LIST (cont'd)

State of Ohio
Department of Rehabilitation and Correction



Lake Erie Correctional Institution

501 Thompson Road
Conneaut, Ohio 44030

Institution Information

Acreage	50 acres including 37.3 acres inside the security/perimeter fence
Date Opened	2000
Security Level	Level 2 (medium security)
Capacity	1,798 adult male beds

The Institution consists of eleven (11) buildings as follows: an administration building, a segregation/medical service building, six (6) dormitories, a recreation building and a vehicle sally port. The buildings are concrete block and metal construction.

A map of the Institution is attached. With respect to property on-site at the Institution owned by the ODRC, an equipment list is attached. *Note – The equipment list is intended to be representative of available equipment but is not guaranteed to be all-inclusive of equipment available at time of sale.

With respect to the property on-site at the Institution that is owned by the current operator, Management and Training Corporation (MTC), the Contractor should view and inspect all fixtures, equipment and furnishings that have been purchased by the current operator Management and Training Corporation (MTC).

ATTACHMENT FOURTEEN
INSTITUTION OVERVIEW AND EQUIPMENT LIST (cont'd)

State of Ohio
Department of Rehabilitation and Correction



North Central Correctional Institution

670 Marion-Williamsport Road
Marion, Ohio 43302

Institution Information

Acreage	55 acres including 45 acres inside the security/perimeter fence
Date Opened	1994
Security Level	Level 2 (medium security)
Capacity	2,226 adult male beds

The Institution consists of sixteen (16) buildings as follows: an administration building, an operations building, a food service building, an education building, a special services building, a greenhouse building and ten (10) dorm style living units. The buildings are constructed of concrete block and metal structures with gable ends and slanted roofs. There are five (5) buildings outside the fence that are constructed of metal with slanted roofs.

A map of the Institution and an equipment list is attached. *Note – The equipment list is intended to be representative of available equipment but is not guaranteed to be all-inclusive of equipment available at time of sale. Weapons and vehicles will not be included in the sale of the property.

ATTACHMENT FOURTEEN
INSTITUTION OVERVIEW AND EQUIPMENT LIST (cont'd)

State of Ohio
Department of Rehabilitation and Correction



North Central Correctional Institution Camp

332 Marion-Williamsport Road
Marion, Ohio 43302

Institution Information

Acreage	33 acres including 23 acres inside the security/perimeter fence
Date Opened	2001
Security Level	Level 2 (medium security)
Capacity	570 adult male beds

The Institution consists of six (6) buildings as follows: an administration building, a maximum security dormitory, a special services building and three (3) dormitories.

The buildings are constructed of block and steel with flat roofs. The administration building is two story and all others are single story.

A map of the Institution and an equipment list is attached. *Note – The equipment list is intended to be representative of available equipment but is not guaranteed to be all-inclusive of equipment available at time of sale.

Equipment List



MAJCF Equipment
List.doc

ADDITIONAL INSTITUTION INFORMATION

Building Maps



Building Maps.pdf



Grafton
Complex.pdf



Lake Erie.pdf



North Central
Complex.pdf

ODRC Equipment Inventory



ODRC Equipment
Inventoryv2.xls...

ATTACHMENT FIFTEEN
MANDATORY MINIMUM STAFFING REQUIREMENTS

GRAFTON CORRECTIONAL COMPLEX
(GRAFTON CORRECTIONAL INSTITUTION AND NORTH COAST CORRECTIONAL TREATMENT FACILITY)

Capacity – GCI has 1,127 adult male medium security beds and NCCTF has 840 adult male minimum security beds

Medical Services Staffing Requirements

Physician-Chief Medical Officer	1 FTE
Physician and/or Extenders (CNP or PA)	1 FTE
Registered Nurses	12 FTEs
Licensed Practical Nurses	3 FTEs
Nursing Supervisor/Health Care Administrator	1 FTE
RN Assistant Health Care Administrator	1 FTE
Clerical / Medical Records	3 FTEs
Phlebotomist	As needed
X-ray Services	As needed
Pharmacy services	As needed

Other Medical Services Requirements

Dentist	1.3 FTEs
Dental Hygienists	0.7 FTE
Dental Assistants	2.3 FTEs

LAKE ERIE CORRECTIONAL INSTITUTION

Capacity – 1,798 adult male medium security beds

Medical Services Staffing Requirements

Physician-Chief Medical Officer	1 FTE
Physician and/or Extenders (CNP or PA)	0.75 FTE
Registered Nurses	11 FTEs
Licensed Practical Nurses	3 FTEs
Nursing Supervisor/Health Care Administrator	1 FTE
RN Assistant Health Care Administrator	1 FTE
Clerical / Medical Records	3 FTEs
Phlebotomist	As needed
X-ray Services	As needed
Pharmacy services	As needed

Other Medical Services Requirements

Dentist	1.2 FTEs
Dental Hygienists	0.6 FTE
Dental Assistants	2.0 FTEs

NORTH CENTRAL CORRECTIONAL COMPLEX
(NORTH CENTRAL CORRECTIONAL INSTITUTION AND NORTH CENTRAL CORRECTIONAL INSTITUTION CAMP)

Capacity – 2,796 adult male medium security beds

Medical Services Staffing Requirements

Physician-Chief Medical Officer	1 FTE
Physician and/or Extenders (CNP or PA)	1.5 FTEs
Registered Nurses	15 FTEs
Licensed Practical Nurses	4 FTEs
Nursing Supervisor/Health Care Administrator	1 FTE
Assistant Health Care Administrator	1 FTE
RN Assistant Health Care Administrator	1 FTE
Clerical / Medical Records	4 FTEs
Phlebotomist	As needed
X-ray Services	As needed
Pharmacy services	As needed

Other Medical Services Requirements

Dentist	2 FTEs
Dental Hygienists	1 FTE
Dental Assistants	3 FTEs

ATTACHMENT SIXTEEN
RFP CONTENTS REFERENCE

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1.2	Background
1.3	Objective
1.4	Pre-Proposal Meeting and Site Visit
1.5	Calendar of Events
1.6	Dates
1.6.1	Firm Dates
1.6.2	Estimated Dates
Part Two	Structure of the RFP
2.1	Organization
2.2	Parts
2.3	Attachments
Part Three	General Instructions
3.1	Contacts
3.2	Inquiries
3.3	Addenda to the RFP
3.4	Proposal Submittal
3.5	Confidential Information
3.6	Waiver of Defects
3.7	Multiple or Alternate Proposals
3.8	Addenda to Proposals
3.9	Additional Instructions
Part Four	Evaluation of Proposals
4.1	Evaluation of Proposals
4.1.1	Certification
4.1.2	Initial Review
4.1.3	Proposal Evaluation
4.1.4	Clarifications & Corrections
4.1.5	Interviews, Demonstrations, and Presentations
4.1.6	Contract Negotiations
4.1.6.1	General
4.1.6.2	Top-ranked Offeror
4.1.6.3	Negotiation with Other Offerors
4.1.6.4	Post Negotiation
4.1.6.5	Failure to Negotiate
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4.1.6.8	Reference Checks

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4.3	Mandatory Requirements
4.4	Proposal Evaluation Criteria
4.5	Cost Proposal Points
4.6	Final Stages of Evaluation
4.7	Rejection of Proposals
4.8	Disclosure of Proposal Contents
4.9	Cost Evaluation Scenarios
4.10	Per Diem Savings and, if applicable, Annual Ownership Fee
Part Five	Award of the Contract
5.1	Contract Award
5.2	Contract
5.3	Contract Duration and Continuation
5.4	Protests
Part Six	Work Requirements / Scope of Services
6.1	Compliance with Laws, Rules, Policies, Protocols, Procedures, and Standards
6.2	General Requirements
6.3	Waiver Requests
6.4	Institution Access
6.5	Institution Administration
6.6	Community Relations and Public Information
6.7	Personnel
6.8	Mandatory Minimum Staffing Requirements
6.9	Pre-Service Training
6.10	In-Service Training
6.11	Special Skills Training
6.12	Labor Agreements
6.13	ODRC On-Site Monitor
6.14	Record Office
6.15	Assignment of Inmates
6.16	Transportation of Inmates
6.17	Inmate Orientation and Handbooks
6.18	Unit Management
6.19	Security and Control Requirements
6.20	Disciplinary Procedures
6.21	Use of Force
6.22	Critical Incident Management
6.23	Security Threat Group Identification, Monitoring & Management
6.24	Inmate Grievance Procedures
6.25	Kites
6.26	Visitation
6.27	Food Service

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6.28.1	General Requirements
6.28.2	Staffing Requirements
6.28.3	Student Assessment and Placement
6.28.4	Academic Programs
6.28.5	Career Tech Programs
6.28.6	Special Populations
6.28.7	Student Guidance Counseling Services
6.28.8	Libraries
6.28.9	Training
6.28.10	Evaluation
6.29	Medical Services
6.29.1	General Requirements
6.29.2	Receiving Screening
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6.29.4	Infirmery and Nursing Care
6.29.5	Specialty Services
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6.29.7	Hospital Services/Care
6.29.8	Chronic Disease Management
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6.29.16	Dental Services
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6.29.18	Staffing Requirements
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SECTION NUMBER	SECTION DESCRIPTION
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6.37	Inmate Work Program Assignments
6.38	Commissary
6.39	Vending Operations
6.40	Inmate Telephone System
6.41	Laundry, Clothing, Linens and Supplies
6.42	Packages and Personal Property
6.43	Inmate Mail and Printed Materials
6.44	Property Inventories
6.45	Maintenance and Repairs
6.46	Vehicles
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6.48	Utilities
6.49	Management Information Systems
6.50	Releases
6.51	Reports and Investigations
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6.53	Transition Plan
6.54	Institution Reversion Plan
6.55	Delegation
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8.2.4	Offeror Profile and Prior Projects
8.2.5	Offeror References
8.2.6	Staffing Plan
8.2.7	Personnel Profile Summary
8.2.8	Work Plan
8.2.9	Support Requirements
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8.2.17	Affirmative Action
8.2.18	Banning the Expenditure of Public Funds on Offshore Services
8.2.19	Cost Summary Form
Part Nine	General Terms and Conditions / Performance and Payment
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9.2	Term
9.3	Economic Price Adjustment
9.4	Compensation
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9.6	Certification of Funds
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10.3	Subcontracting
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10.5	Audits
10.6	Insurance
10.7	State Personnel
10.8	Replacement Personnel
10.9	Contract Non-Compliance
10.10	Suspension and Termination
10.10.1	Partial Default
10.11	Contract Remedies
10.12	Representatives
10.13	Work Responsibilities
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10.16	Independent Status of the Contractor
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10.20	Adjustment of Invoice for Staff Vacancy
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14.2	Binding Effect
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Attachment Two A	Offeror Profile Form
Attachment Two B	Offeror Prior Project Form
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Attachment Two D	Offeror Prior Project Form
Attachment Three	Offeror References
Attachment Four A	Offeror's Candidate References
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Attachment Six	Contractor / Subcontractor Affirmation and Disclosure Form

SECTION NUMBER	SECTION DESCRIPTION
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Attachment Eight	Ohio Revised Code Selected Sections
Attachment Nine	Specified Liquidated Damages Schedule
Attachment Ten	Definition of Terms
Attachment Eleven	Institution / Inmate Demographics
Attachment Twelve	Exempted Policies and Administrative Rules
Attachment Thirteen	Description of Land Offerings
Attachment Fourteen	Institution Overview and Equipment List and Additional Institution Information
Attachment Fifteen	Mandatory Minimum Staffing Requirements
Attachment Sixteen	RFP Contents Reference