

# Request For Proposal

**NUMBER: DRCP-09-0123**  
**DATE ISSUED: JUNE 12, 2009**

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

## **Electronic Inmate Messaging**

Furnishing, Installing and Maintaining at Institutions Statewide

**INQUIRY PERIOD BEGINS: JUNE 12, 2009**

**INQUIRY PERIOD ENDS: JULY 14, 2009**

**OPENING DATE: JULY 20, 2009**

**OPENING TIME: 3:00 P.M. Eastern Standard Time**

**OPENING LOCATION: ODRC Central Office Contracts  
770 West Broad Street  
Columbus, OH 43222  
Attn: Speranca Szana  
Contract Analyst  
DRCP 09 0123 EIM**

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

## PART ONE: EXECUTIVE SUMMARY

### Purpose

The Ohio Department of Rehabilitation and Correction (ODRC) is seeking competitive sealed Proposals (hereinafter referred to as "Proposal") from qualified vendors (hereinafter referred to as "Offerors") for Electronic Inmate Messaging, (hereinafter referred to as the "Project") through Central Office for all ODRC inmates (hereinafter referred to as the "Central Office"). If an acceptable Proposal is made in response to this Request for Proposal (hereinafter referred to as "RFP"), the ODRC may enter into a Contract (hereinafter referred to as "Contract"), to have the selected Offeror perform the Project.

The term of this Contract is from August 1, 2009 to June 30, 2011 with two optional two-year renewals.

This RFP provides details on what is required to submit a Proposal, how the Committee will evaluate the Proposals and what will be required of the Offeror who executes a Contract (hereinafter referred to as "Contractor").

### Calendar of Events

The following schedule is given to assist Offerors in responding to this RFP:

RFP Issued:	June 12, 2009
Inquiry Period Begins:	June 12, 2009
Inquiry Period Ends:	July 14, 2009
Proposal Due Date:	July 20, 2009
Tentative Contract Award:	August 1, 2009

### Structure of RFP

The RFP consists of the following Parts and Attachments:

PART ONE:	Executive Summary
PART TWO:	General Instructions
PART THREE:	Scope of Work
PART FOUR:	Requirements for Proposals
PART FIVE:	Evaluation of Proposals
PART SIX:	Proposal Evaluation Criteria
Attachment One:	Offeror Profile Summary
Attachment Two:	Statements of Declaration and Compliance
Attachment Three:	Contract Performance
Attachment Four:	Contract
Attachment Five:	Institution Map
Attachment Six:	Institution Population Count

**Project Representative**

The Project Representative shall represent the Agency in matters relating to this RFP and the Proposal process. The Project Representative may be contacted as follows:

**Name:** Speranca Szana, CPPB  
**Title:** Contract Analyst  
**Address:** DRC Office of Administration, 770 West Broad Street, Columbus, OH 43222  
**Phone:** 614-752-1655  
**Fax:** 614-995-5103  
**Email:** speranca.szana@odrc.state.oh.us

**Contract Monitor**

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

**Name:** Randall Booth  
**Title:** ODRC Central Office, IT Supervisor  
**Address:** DRC Office of Administration, 770 West Broad Street, Columbus, OH 43222  
**Phone:** 614-728-1100  
**Fax:** 614-728-1578  
**Email:** randall.booth@odrc.state.oh.us

## PART TWO: GENERAL INSTRUCTIONS

### Inquiries

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

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

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

Offerors may view inquiries using the following process:

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

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

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

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

**Site Visit**

A site visit is not mandatory, but is strongly encouraged and available at any of the designated institution(s) as scheduled with the Project Monitor. 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.*

To arrange a site visit, please contact the Project Monitor.

To allow time for security to arrange for visitation passes, names of all visitors must be disclosed at the time of visit scheduling. ODRC will not admit visitors whose names do not appear on the site visit list. Visitors must have a driver's license or photo ID to enter the institution. All site visits must be scheduled at a time agreeable to the institution(s).

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

**“RFP DRCP-090123 Electronic Inmate Messaging”**

Proposals must be received no later than 3:00 p.m. local time on the Proposal Due Date. The Project Representative **shall reject any Proposals** or unauthorized Proposal amendments submitted after the Proposal Due Date. Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once the Proposal Due Date has passed, Proposals cannot be altered, except as allowed by this RFP.

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

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

**Proposal Instructions**

The ODRC wants clear and concise Proposals, but Offerors should take care to completely answer questions and meet the RFP's requirements. Proposals must demonstrate an understanding of the requirements and show experience providing like services as well as the ability to meet the service requirements.

The requirements for the Proposal's contents and formatting are contained in Part Four of this RFP. Any Offeror shall submit only one Proposal.

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

**Waiver of Defects**

The State has the right to waive any defects in any Proposal or in the submission process followed by an Offeror, but the State will only do so if it believes that is in the State's interests and will not cause any material unfairness to other Offerors.

**Amendments to Proposals**

Amendments or withdrawals of Proposals are allowed until 3:00 p.m. local time on the Proposal Due Date. No amendments or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

## **PART THREE: SCOPE OF WORK**

### **Objective**

The objective of this RFP is to solicit Proposals for a vendor to partner with ODRC to provide Electronic Inmate Messaging (EIM) services to Ohio inmates statewide.

EIM service should allow friends, family and civic/religious organizations (herein referred to as "Customers") to send messages electronically into the institution's mailroom to be delivered to inmates and allow ODRC the capability to record and monitor messages in accordance with security protocols. A primary goal is to insure the safety and security of staff, inmates and the public through the use of current technology.

The ODRC is responsible for managing the operation of thirty-two (32) adult correctional institutions located within the State of Ohio. The inmate population is approximately 50,800. The institutions vary in level of security and include correctional reception centers, correctional camps, and pre-release centers.

### **Background – ODRC Responsibilities for Electronic Inmate Messaging**

Currently all inmate mail, other than legal mail, is opened and inspected for the presence of contraband and may be read or copied in the institution mailroom. The written portion of the mail is promptly delivered to the inmate, unless it is a threat to security. Incoming and outgoing letters are held for no more than 48 hours, excluding holidays and weekends. Letters which are incorrectly addressed may be returned to the sender after a reasonable effort to ascertain the addressee has failed.

### **Contractor Scope of Work for Electronic Inmate Messaging Services**

The Contractor must provide clear, concise, and complete plans for addressing all the requirements listed below.

EIM should provide an alternative to sending letters to inmates via normal mail. EIM service should save the Customer time and money by providing a service that is easy to use and allows sending of text messages and photos (no videos) for less than the price of a first-class, postage stamp (currently 44cents). Other than providing physical space in the mailrooms for the equipment and an Internet connection, the ODRC will not be responsible for any costs associated with EIM service or equipment, guaranteed by the Contractor.

The Proposal shall describe the method Customers will use to set up monthly accounts based on a fixed flat rate for a specified size of message and describe the payment method in detail. The Customers will be responsible for the cost of the service that allows them to send and receive e-messages. There shall be no additional fees, surcharges, or other types of costs associated with EIM service billed to the Customers other than the monthly account charge.\* Contractor must provide written copies of "how to" instructions for Customers to access and utilize the proposed messaging system. These instructions will be disseminated to all institutions.

The contractor must provide a plan for signing up current Customers and Customers entering the system after the contract is in place.

\* NOTE: ODRC will not be involved with account billings. Price must be firm, fixed for each biennium.

The Contractor shall furnish an independent system to provide EIM service to the inmates and provide guidelines for daily operations including signing up for the service and the system's ability to limit the number of Customers (no more than fifteen) each inmate is allowed to have on an approved list. Each message shall automatically generate an inmate response page that will allow the inmate to write a response. The response will be processed by the ODRC's mailroom staff, scanned back into the EIM system where the Customer will automatically be notified of the inmate's response. Customer will then be able to log in and read the response.

The Contractor shall provide and maintain a website where Customers can log on and sign up for the EIM service, type their text message, attach pictures if so desired, then send the message and receive a response back. The sent message shall automatically print out at a dedicated terminal in the institution's mailroom.

The Contractor shall store a copy all e-messages for the term of the Contract and have the ability to retrieve specific messages as requested by the ODRC. At the time the Contract is terminated, the Contractor shall provide a text base file of all messages to and from ODRC inmates. EIM service should increase the efficiency of the mailroom and reduce contraband in processing mail by printing out messages and automatically flagging a message if key words (of security concern) are present in the incoming message. If the message is flagged, the Contractor will not deliver the message, but instead shall send a notification to the approved ODRC staff to review the message to determine if it is acceptable for sending to the inmate.

The Contractor shall state parameters for automatically notifying the ODRC of certain communications, and automatic screening of certain words and phrases. The ODRC will be responsible for providing the words / phrases for security screening. The Contractor will add or remove key words at the request of the ODRC.

The Contractor will train ODRC staff on the use and upkeep of the hardware (i.e., replacing paper or toner cartridges) and software and shall be available by phone or email 7 days a week, 12 hours/day, for questions and / or training. The Contractor's website shall provide instruction / training for the Customer to easily understand how the operation works including signing-up for a payment account. Provisions of all required training and instructional materials required for use of the EIM services shall be the responsibility of the Contractor. The Contractor shall provide to each ODRC Institution a demonstration / promotion video for the ODRC to play on its television network inside housing units for inmate use.

The Contractor shall identify and provide name, title, and contact information for key personnel who will be the single point of contact and responsible for all equipment, hardware, software, implementation/installation, wiring, training, maintenance/support, and other system matters, required to meet the scope of this RFP.

The EIM system shall be inclusive of all equipment (i.e., computers, terminals, scanners, and printers), installation, training, toner and paper, and ongoing repairs and maintenance of the entire system and its components and the EIM system shall be the responsibility of the Contractor. The Contractor will automatically send out paper and toner to the Department's mailroom in advance of those supplies running out in order to minimize downtime. The Contractor shall determine the amount of equipment required to handle the workload based on the number of inmates at each institution as outlined in Attachment Six. The Contractor shall agree to increase the amount of equipment, if necessary, to fully deliver the EIM service.

The Contractor will procure, ship, and install all equipment necessary for operation of the EIM system at no cost to the ODRC. Equipment will be shipped directly to the mailroom (attention of the mailroom supervisor) prior to installation. The ODRC staff will sign for equipment upon receipt. The Contractor will coordinate with mailroom staff as to the expected delivery date of the equipment and expected arrival of Contractor staff for the installation and testing to ensure it is properly working and staff and Customer are properly trained. The Proposal shall describe in detail an installation and implementation plan institution by institution, and ODRC has the right to request changes to this schedule.

The Contractor will coordinate all repairs and updates required on the hardware / software with the manufacturer representative, the ODRC, and Contractor's employees. Approved planned outages or maintenance times must not adversely affect system availability. Planned maintenance times requiring service outages must be arranged and approved with ODRC at least 15 calendar days in advance.

The Contractor will "pick-up" an inmate data file (name, inmate number, facility name, and housing unit) from a designated ODRC server identifying new and terminated accounts and inmate transfers for accurate mailing purposes. The file will be picked up nightly at a designated time (excluding weekends and holidays).

The Contractor shall provide examples of all system reports for ODRC's review and approval. The ODRC may request additional information prior to and during the Contract term. Reports shall be available by hard copy or on a web based system.

The Contractor shall ensure that Customers sending an e-message to an inmate provide sufficient identifying information (i.e., name and billing address) that will allow for follow up contact with the Customers' account holder should it become necessary for security purposes.

While the ODRC requires functionality to enable response to be scanned and sent from the institution mailroom, the ODRC is interested in the potential for e-mailing kiosks located in housing units in the future. The Contractor shall describe the requirements and cost associated with this alternate functionality.

## **PART FOUR: REQUIREMENTS FOR PROPOSAL**

### **Proposal Format**

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

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

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

1. Cover Letter;
2. Description of Scope of Work;
3. Offeror Profile Summary (Attachment 1);
4. Statements of Declaration and Compliance (Attachment 2);
5. Conflict of Interest Statement;
6. Contract Performance (Attachment 3);
7. Proof of Workers' Compensation;
8. Completed W-9 IRS Form.

### **1. Cover Letter**

The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing EIM services. The letter must include the following:

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

### **2. Description of Scope of Work**

This section must fully describe the Offeror's approach, method and specific steps for providing services. The detailed Proposal must present and explain the Offeror's recommended approach to the EIM project as described in Part Three Scope of Work of this RFP.

### **3. Offeror Profile Summary**

Using the form in Attachment One, the Offeror must show at least three years experience providing EIM services at sites comparable to the ODRC. Information to be provided includes: company name and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this RFP. The form in Attachment One may be replicated if additional space is needed.

- Three (3) years experience providing EIM services to a state correction department or other state department;
- Experience billing customers for EIM services.

**4. Statements of Declaration and Compliance**

The Offeror must complete Attachment Two Declaration and Compliance Statements stating that they are able to contractually comply with all the following requirements:

- a. The Contractor's Scope of Work for EIM Services listed in Part Three of this RFP;
- b. Location of Service/Off-Shore/I-9 Certification is part of Attachment Two.
- c. The Contract terms and conditions set forth in Attachment Five of this RFP; and
- d. If there are any requirements in the Contractor's Scope of Work for EIM Services or the Contract terms and conditions with which the Offeror is unable to contractually comply, the Offeror must provide a detailed statement as to why that requirement cannot be met.

**5. 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, direct or indirect, which is incompatible with the fulfillment of the Project. The ODRC has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

**The State will not be liable for any costs the Offeror does not identify in its Proposal Price.**

**6. Contract Performance**

The Offeror must complete Attachment Three.

**7. Proof of Workers' Compensation**

The Offeror must carry and provide a copy of a current certificate of coverage for Workers' Compensation for all employees, subcontractors and independent Offerors under this contract. The Offeror agrees and understands that ODRC shall not provide Workers' Compensation coverage for the Offeror, employees of the Offeror or any subcontractors. Sole proprietors and staffing agency companies are also subject to comply with all Workers' Compensation insurance requirements.

**8. Completed IRS Form W-9**

The Offeror must complete a W-9 form in its entirety. At least one original W-9 form must be submitted, completed in blue, not black ink. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the cover letter, which Proposal is the original. The W-9 form may be accessed and downloaded at the following website: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

## **PART FIVE: EVALUATION OF PROPOSAL**

### **Rejection of Proposals**

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

### **Evaluation of Proposals Generally**

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

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

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

It is the intent of ODRC, as a result of this RFP to make an award to one Contractor for EIM Service for all DRC inmates. However, ODRC reserves the right to award in the best interest of the State.

### **Clarifications & Corrections**

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

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

### **Initial Review**

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

### **Committee Review of the Proposals**

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

The evaluation committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The evaluation committee may also seek reviews of end users of the Work or the advice or evaluations of other State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations and advice, the evaluation committee will first decide, in writing, how to incorporate the results in the numerical scoring of the Proposals. The evaluation 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. Those Offerors submitting the highest rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the evaluation committee's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase. At any time during this phase, the evaluation committee may ask an Offeror to correct, revise, or clarify any portions of its Proposal if ODRC believes doing so does not result in an unfair advantage for the Offeror and it is in ODRC's interests.

The evaluation committee will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

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

The Proposal with the best value to ODRC including highest total points will determine contract award if the Offeror is considered responsive and responsible. One or more of the Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposal(s) selected to be considered in the next phase would always be the highest-ranking Proposal(s) based on this analysis. That is, the evaluation committee may not move a lower ranking Proposal to the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any Proposals that the evaluation committee disqualifies because of excessive cost or other reasons. Alternatively, if there is to be no more phases because the evaluation committee feels they are unnecessary or inappropriate, the Proposal with the best value to ODRC including highest total points will be awarded the Contract.

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

This RFP asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the best value to the ODRC in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

#### **Offeror's Prior Experience with Other Jurisdictions**

Offerors must provide a list of all Contracts performed within the past three years, for which the Offeror is providing, or has provided under any previous corporate name or identity, similar services. Using the form provided as Attachment One, Offerors must identify references from previous Contracts similar to the scope of this RFP. Specifically any state departments of corrections or large city/county corrections operations should be clearly identified with references.

#### **Interviews, Presentations and Demonstrations**

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

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

**Financial Ability**

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

**Contract Negotiations**

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

It is entirely within the discretion of the evaluation committee 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. The evaluation committee is free to limit negotiations to particular aspects of any Proposal, to limit the potential Contractors with whom the evaluation committee wants to negotiate, or to dispense with negotiations entirely. The evaluation committee will normally negotiate to correct deficiencies in the selected Offeror's Proposal. If negotiations fail with the selected Offeror, the evaluation committee may negotiate with the next Offeror in highest point ranking. Alternatively, the committee may decide that it is in the best interests of ODRC to negotiate with all the remaining potential Contractors to determine if negotiations lead to an adjustment in the ranking of the remaining potential Contractors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of ODRC to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other potential Contractors, and the Evaluation Committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

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

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

**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, ODRC may terminate negotiations with that Offeror.

**Contract Award**

It is the intent of ODRC, as a result of this RFP, to make an award to one Contractor for required services. The contract will be awarded to the Offeror whose Proposal provides the best value to the ODRC.

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

**Contract**

If this RFP results in a Contract award, the Contract will include this RFP, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. These Contract elements will be incorporated into the Purchase Contract provided in Attachment Four. The Contract may also include any materials incorporated by reference in the above documents. The general terms and conditions for the Contract are contained in the Purchase Contract. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

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

Notwithstanding the order listed above, purchase orders, and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

## PART SIX: PROPOSAL EVALUATION CRITERIA

### Proposal Evaluation Criteria

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

<b>Criteria</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>	<b>Total Score</b>
Cover Letter	0	1	N/A	
Offeror Profile Summary, Attachment One	0	2	N/A	
Statement of Declaration and Compliance, Attachment Two	0	1	N/A	
Conflict of Interest Statement	0	1	N/A	
Contract Performance, Attachment Three	0	1	N/A	
Proof of Workers' Compensation Insurance	0	1	N/A	

<b>Company Experience</b> <i>Attachment 1, Offeror Profile Summary</i>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>	<b>Total Score</b>
Three (3) years experience providing EIM services to a state correction department or other state department	0	5	10	
Experience billing customers for EIM services	0	5	10	

<b>Fees and Payment Method</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>	<b>Total Score</b>
Offeror guarantees ODRC will not be responsible for any cost associates with the project other than physical space and internet connections	0	5	N/A	
Fee rates for Customers, (The price must be less than the current cost of a stamp)	0	10	20	
Methods of payment	0	10	10	

<b>Service and Training</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>	<b>Total Score</b>
Project approach guidelines for daily operations including ability to limit the number of Customers (no more than 15) sending e-messages and automatically generating a response page	0	5	10	
Company website and services provided within the site	0	5	10	
Process to store & retrieve messages	0	10	20	
System process of flagging and notifying ODRC of security concerns	0	10	20	
Training plan on hardware and software, instructional video and institution systems support	0	10	25	
Project approach on instructions and training for Customers	0	10	25	
Sample of "how to" instructions for Customers to access/use messaging system, to be disseminated to all institutions	0	10	25	
Detailed plan for signing up current Customers and Customers entering the system after the contract is in place	0	10	25	

<b><i>Equipment, Maintenance, Installation and Implementation Plan</i></b>	<b><i>Does Not Meet</i></b>	<b><i>Meets</i></b>	<b><i>Exceeds</i></b>	<b><i>Total Score</i></b>
Equipment to be installed for the service	0	5	20	
Installation and implementation plan institution by institution	0	10	20	
Plans for preventative and emergency maintenance	0	10	25	

<b><i>Data Files and Reports</i></b>	<b><i>Does Not Meet</i></b>	<b><i>Meets</i></b>	<b><i>Exceeds</i></b>	<b><i>Total Score</i></b>
Data file transfer	0	10	25	
System reports	0	5	10	

<b><i>Kiosk</i></b>	<b><i>Does Not Meet</i></b>	<b><i>Meets</i></b>	<b><i>Exceeds</i></b>	<b><i>Total Score</i></b>
Project approach for kiosks (future)	0	10	15	

**ATTACHMENT ONE: OFFEROR PROFILE SUMMARY**

**CANDIDATE:** (Insert company name) \_\_\_\_\_

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

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

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

**ATTACHMENT TWO: STATEMENTS OF DECLARATION & COMPLIANCE**

Provide signature on statements below:

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

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

\_\_\_\_\_ (Company) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

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

\_\_\_\_\_ (Company) agrees to above:

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

Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

**STATEMENT OF COMPLIANCE**

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

**ATTACHMENT THREE: CONTRACT PERFORMANCE**

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

Yes/No	Description
	The Offeror has had a Contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past Contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has been suspended. If so, the Offeror must submit full details including the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent 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 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 is affirmative, the Offeror must provide complete background details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Offeror from consideration, at the sole discretion of the Evaluation Committee, such an answer and a review of the background details may result in a rejection of the Proposal. The Evaluation Committee 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 ODRC.

**ATTACHMENT FOUR: SERVICE CONTRACT**

**FOR OFFICE USE ONLY:**

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

**PURCHASE CONTRACT  
BETWEEN THE  
OHIO DEPARTMENT OF REHABILITATION AND CORRECTION**

**AND**

\_\_\_\_\_

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

**WHEREAS**, Agency desires to engage Contractor to **furnish, install, and maintain Electronic Inmate Messaging (EIM) services at institutions statewide;**

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

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

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

**ARTICLE 1: NATURE OF CONTRACT**

- 1.1 Contractor shall be employed as an independent Contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services and/or goods to be rendered under this Agreement are of such a personal nature that Agency is the sole judge of the adequacy of such services and/or goods. Agency thus reserves the right to cancel this Agreement should Agency at any time be dissatisfied with Contractor's performance of its duties under this Agreement.
- 1.2 Agency enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

- 1.3 Contractor shall provide services and/or goods and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.
- 1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article VI., Termination of Contractor's Services and/or Goods. All provisions of this Agreement relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.
- 1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

## **ARTICLE 2: SCOPE OF SERVICES AND/OR GOODS**

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

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

If solicited, the solicitation (RFP number **DRCP-09-0123**) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

- 2.2 The Contractor's Agency contact person for this Contract is **Randall Booth, ODPRC Central Office IT Supervisor** who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.
- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.
- 2.4 Contractor Disclosure:
- 2.4.1 The location(s) where all services and/or all goods will be provided: **ODRC institutions statewide.**
- 2.4.2 The location(s) where any state data applicable to the Contract will be maintained or made available: **770 West Broad Street, Columbus OH 43222.**
- 2.4.3 The principal location of business for the Contractor:  
\_\_\_\_\_.
- 2.4.4 Contractor shall not, during the performance of this Contract, change the location(s) of the county where the services and/or goods are provided or change the location(s) of the county where the data is maintained or made available without prior written approval of the Agency.
- 2.5 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

### **ARTICLE 3: TIME OF PERFORMANCE**

- 3.1 This Contract shall remain in effect until the work described in Article II, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services and/or Goods, whichever is sooner.
- 3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire on **June 30, 2011.**
- Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 18 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract.
- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13 (campaign contribution), O.R.C. Section 127.16 (controlling board), or O.R.C. Chapter 102 (public officers – ethics).

### **ARTICLE 4: COMPENSATION**

- 4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of \$\_\_\_\_\_.

- 4.2 The total amount due was computed according to the following payment schedule:
- 4.3 Contractor shall submit an invoice for the compensation incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services and/or goods provided and total amount due. Upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.
- 4.4 Invoice Requirements. The Contractor must submit an original invoice with three copies (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
- 4.4.1 The purchase order number authorizing the delivery of goods or services. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.
- 4.5 Payment Due Date. Payments under this Contract will be due on the 30<sup>th</sup> calendar day after the later of:
- 4.5.1 The date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.
- 4.5.2 The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.
- 4.6 Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval and in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code. It is understood that Section (G) of Rule 126-1-02 does not apply.

#### **ARTICLE 5: CERTIFICATION OF FUNDS**

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

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

- 6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.

- 6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.
- 6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.
- 6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

#### **ARTICLE 7: RELATIONSHIP OF PARTIES**

- 7.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.
- 7.3 While Contractor shall be required to provide services and/or goods described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's provision of services and/or goods hereunder.
- 7.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.5 License number \_\_\_\_\_. The Contractor will maintain any professional licensing required to fulfill the Contract.
- 7.6 The Contractor recognizes the security requirements for entering Agency's facilities and acknowledges receipt of the "Standards of Conduct for Contractor" (DRC 4376). The Contractor agrees to comply with these standards and with safety rules and procedures. Due to institutional security requirements, the Agency staff may require the Contractor to document when the Contractor or any subcontractor is on state property.
- 7.7 The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.

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

#### **ARTICLE 8: RECORD KEEPING**

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

#### **ARTICLE 9: RELATED AGREEMENTS**

- 9.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article II, Scope of Services and/or Goods, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

#### **ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE**

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of, understand, and currently in compliance with the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing

the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

#### **ARTICLE 11: NONDISCRIMINATION OF EMPLOYMENT**

- 11.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.
- 11.3 The O.R.C. section 125.111 requires any Contractor doing business with the state of Ohio to maintain a written affirmative action program addressing employment practices. The law further requires that this plan be filed annually with the Department of Administrative Services, Equal Employment Opportunity Division.
- 11.4 Contractor and any subcontractor shall not engage in discriminatory employment practices. Contractor certifies that it and any subcontractor will comply with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. Contractor and any subcontractor are encouraged to purchase goods and services from certified Minority Business Enterprise and Encouraging Diversity, Growth and Equity vendors.

#### **ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

- 12.1 Agency shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by Agency shall be subject to copyright by Contractor in the United States or any other country.
- 12.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

#### **ARTICLE 13: LIABILITY**

- 13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint ventures while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 13.2 Contractor shall bear all costs associated with defending Agency and the State of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Contract, general liability insurance with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be

endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The state reserves the right to approve all policy deductibles, levels of self-insured retention, captive insurance programs and may require the Contractor to have their policy(s) endorsed to reflect per project/per location general aggregate limits. Such insurance shall be written by a company authorized to conduct such business in the State of Ohio, with at least an A- "Excellent" rating from A.M. best Company.

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

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

#### **ARTICLE 14: COMPLIANCE WITH LAWS**

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

#### **ARTICLE 15: DRUG FREE WORKPLACE**

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

#### **ARTICLE 16: CAMPAIGN CONTRIBUTIONS**

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

#### **ARTICLE 17: ENTIRE AGREEMENT/WAIVER**

- 17.1 This Contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 17.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.
- 17.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

#### **ARTICLE 18: NOTICES**

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

## **ARTICLE 19: HEADINGS**

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

## **ARTICLE 20: SEVERABILITY**

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

## **ARTICLE 21: CONTROLLING LAW**

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

## **ARTICLE 22: SUCCESSORS AND ASSIGNS**

Neither this Contract nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of Agency.

## **ARTICLE 23: FINDINGS FOR RECOVERY**

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

## **ARTICLE 24: DEBARMENT**

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

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

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

## **ARTICLE 26: FORCE MAJEURE**

If the Agency or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes;

tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

**ARTICLE 27: "SWEATSHOP - FREE" PURCHASING**

For all state purchases of clothing, Contractor certifies that sweatshops are not being used in the production of that supplier's clothing. Additionally, Contractor certifies that as a supplier of state purchases of clothing, as well as their manufacturers and subcontractors, are in compliance with all applicable laws; including, but not limited to, laws establishing standards for wages, occupational safety and work hours, prohibiting discrimination, harassment or abuse, and recognizing employees' rights to freedom of association and collective bargaining. Consequences for violating this certification may include, but are not limited to, cancellation of the contract, a finding by the Agency that the Contractor/supplier is not a responsible bidder or a determination that the Contractor/supplier is ineligible to receive future contract bid awards.

**ARTICLE 28: EXECUTION**

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

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

Signature of Contractor:	
Printed Name of Contractor:	Date:

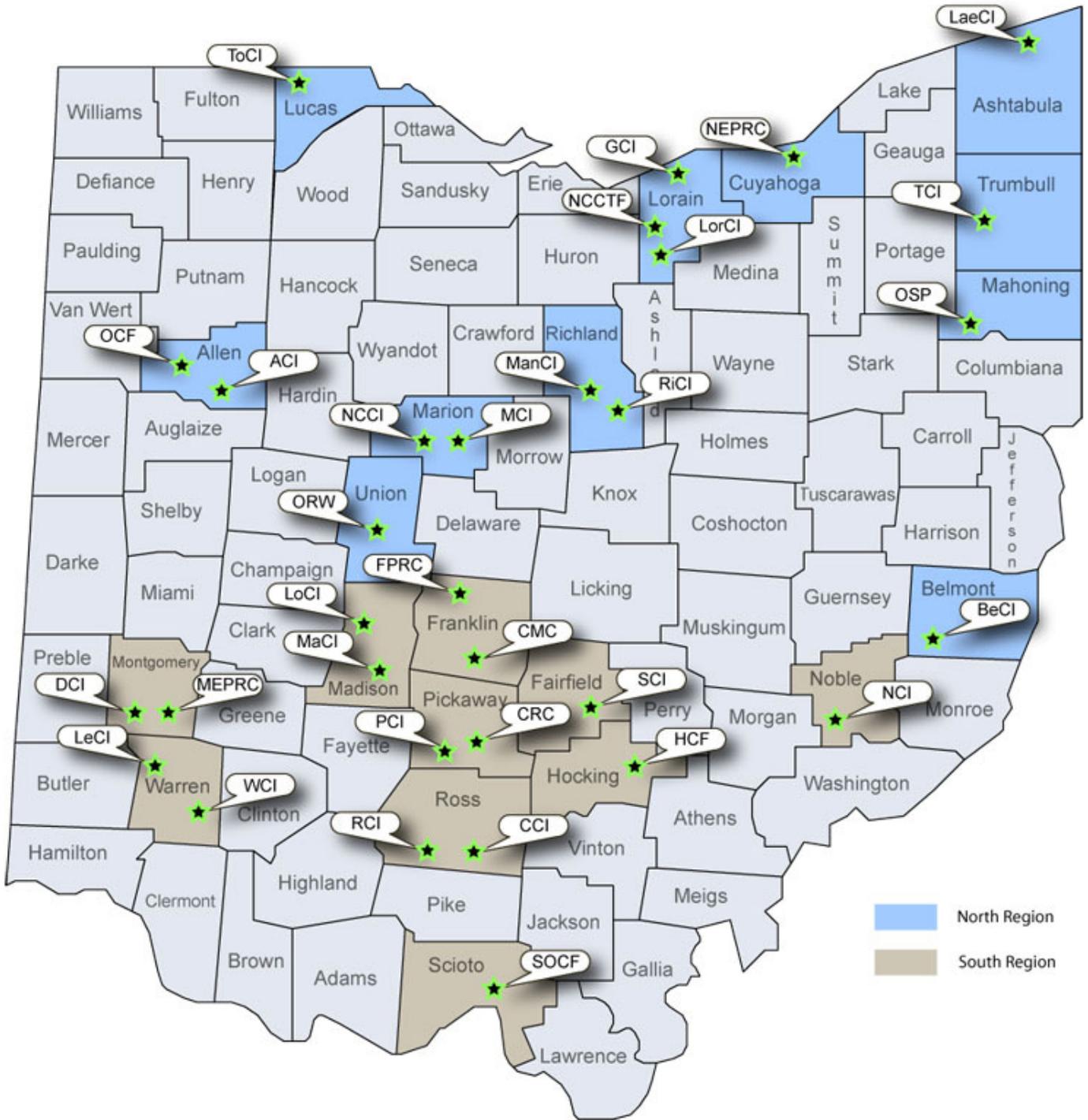
ATTESTATION: I hereby attest that there are sufficient funds available to cover the cost of this Contract:	
Fiscal Officer:	Date:
Warden/Program Manager/Department Head:	Date:

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

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

ATTACHMENT FIVE: INSTITUTIONS MAP

Ohio Department of Rehabilitation and Correction  
Correctional Institutions Map



## ATTACHMENT SIX: ODRC INMATE COUNT

### DEPARTMENT OF REHABILITATION AND CORRECTION BUREAU OF CLASSIFICATION INMATE COUNT 3/23/2009

INSTITUTION	COUNT	INSTITUTION	COUNT
ALLEN	1,282	MONTGOMERY (MEPRC)	344
ALLEN R.T.U.	58		
TOTAL	1,320		
BELMONT	2,176	NOBLE	2,456
BELMONT CAMP	480		
TOTAL	2,656	NORTH CENTRAL	2,331
CHILlicothe	2,774	NORTH COAST (NCCTF)	656
CHILlicothe R.T.U.	98		
TOTAL	2,872		
CORR. MEDICAL CTR. (CMC) MALE	54	NORTHEAST (NEPRC)	580
CORR. MEDICAL CTR. (CMC) FEMALE	9		
CORR. MEDICAL CTR. (CMC) CADRE	80	OAKWOOD CADRE	44
TOTAL	143	OAKWOOD FEMALE	4
		OAKWOOD MALE	97
CORR. REC. CTR. (CRC) RECEPTION	1,141	TOTAL	145
CORR. REC. CTR. (CRC) CADRE	165		
CORR. REC. CTR. (STO)	160	OHIO REF. WOMEN (ORW)	1,989
CORR. REC. CTR. (CRC) MHU	94	OHIO REF. WOMEN (STO)	36
TOTAL	1,560	OHIO REF. WOMEN (ORW) RECEPTION	333
		ORW CAMP MERIDIAN	22
DAYTON	467	ORW R.T.U.	38
		TOTAL	2,418
FRANKLIN (FPRC)	481	OSP (YOUNGSTOWN)	307
		OSP CAMP	222
GRAFTON	1,284	TOTAL	529
GRAFTON CAMP	175		
GRAFTON R.T.U.	49	PICKAWAY	1,918
TOTAL	1,508	PICKAWAY CAMP	526
HOCKING	474	TOTAL	2,444
LAKE ERIE	1,482	RICHLAND	2,489
LEBANON	2,457	ROSS	2,283
LEBANON CAMP	185	ROSS CAMP	329
TOTAL	2,642	TOTAL	2,592
LONDON	2,268	SOCF (LUCASVILLE)	1,234
LONDON CAMP	277	SOCF R.T.U.	92
TOTAL	2,545	TOTAL	1,326
LORAIN RECEPTION	1,620	SOUTHEASTERN (SCI)	1,524
LORAIN CADRE	106	SOUTHEASTERN (SCI) CAMP REAMS	61
LORAIN STO	151	TOTAL	1,585
TOTAL	1,877		
MADISON MINIMUM	1,130	TOLEDO	967
MADISON	1,079	TOLEDO CAMP	172
MACI YOUTHFUL OFFENDERS	75	TOTAL	1,139
TOTAL	2,284		
MANSFIELD	2,042	TRUMBULL	1,015
MANSFIELD CAMP	410	TRUMBULL CAMP FEMALE	350
TOTAL	2,452	TRUMBULL R.T.U.	0
MARION	1,925	TOTAL	1,365
MARION CAMP	334	WARREN	1,343
TOTAL	2,259	WARREN R.T.U.	50
		TOTAL	1,393
<b>POPULATION TOTAL:</b>		<b>LAST WEEK'S INMATE COUNT 03/16/09</b>	
	<b>50,814</b>		<b>50,751</b>
<b>MALE TOTAL:</b>	<b>46,972</b>		
<b>FEMALE TOTAL:</b>	<b>3,842</b>		