



Ohio Department of Rehabilitation and Correction

770 West Broad Street
Columbus, OH 43222
614-752-1164

John R. Kasich, Governor

www.drc.ohio.gov

Gary C. Mohr, Director

REQUEST FOR PROPOSAL (RFP)

RFP Number: – DRCP-13-0836

COMMERCIAL DRIVER LICENSE (CDL) TRAINING PROGRAM For Offenders Housed at Richland Correctional Institution (RICI) and Pickaway Correctional Institution (PCI)

INQUIRY PERIOD BEGINS: June 15, 2012

Mandatory Site Visit PCI June 26, 2012 – 10 am to Noon

Mandatory Site Visit RICI June 27, 2012 – 10 am to Noon

INQUIRY PERIOD ENDS: July 3, 2012

OPENING DATE / TIME: July 9, 2012 - 3:00 PM EST

AWARD BY : July 13, 2012

CONTROLLING BOARD HEARING August 6, 2012

OPENING LOCATION: ODRC Central Office Contracts

770 West Broad Street

Columbus, OH 43222

ATTN: Speranca Szana, Contract Analyst

I. INTRODUCTION

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

A. **Objective**

The objective of this RFP is to solicit Proposals from a commercial driver training school, licensed by the Ohio Department of Public Safety, to provide basic mandated classroom instruction (40 hours) and behind-the-wheel instruction to offenders who hold a current Commercial Driver License Instruction Permit (CDLIP) and are housed at the Richland and Pickaway Correctional Institutions. The commercial driver training school must be in compliance with all requirements in the Ohio Revised Code Chapter 4507-7, Driver's License Law. The successful Proposal will form the basis of a contract for such services.

B. **Background**

The Office of Offender Reentry (Education) and the Office of Enterprise Development within Ohio Department of Rehabilitation and Correction (ODRC), plan to implement a commercial driver license (CDL) training program, collaboratively, to include basic class room instruction and behind-the-wheel instruction for offenders who hold a current CDLIP. ODRC will be responsible for and will

allow selected offenders to review the CDL handbooks and other material in study sessions. ODRC will then coordinate efforts to ensure the offenders are able to take the written portion of the CDL test to allow offenders to test and receive a CDL instruction permit. Offenders meeting specific criteria will be selected to participate in this program. ODRC will provide the facilities for classroom instruction and have an understanding that the hands-on-driving will occur within a 20-30 mile radius from the institutions.

C. Term of the Contract

This Request for Proposal, which is not a contract, is considered a procurement solicitation for the product(s)/service(s) as listed herein. The successful Offeror may commence performance of the awarded contract upon receipt of an official state of Ohio Purchase Order (ADM0523). Upon receipt of proper invoices, payment will be provided. The term of this contract is from August 6, 2012 (Controlling Board approval date) through June 30, 2013 with two (2) optional one-year renewals, by mutual agreement.

D. Project Representative

The following person will represent the State during the Proposal process and the performance of the Work:

Nicolle D. Brooks, LSW, MSW
Deputy Administrator
Office of Enterprise Development
Ohio Department of Rehabilitation and Correction
770 West Broad Street
Columbus OH 43222
nicolle.brooks@odrc.state.oh.us
614-728-1645

II. INFORMATION FOR OFFERORS

A. General Information

1. Proposals received after that date and time will be returned unopened and will not be considered for award. All Proposals should be complete and must include all of the requirements set forth below to be considered. Offerors must also enclose an original copy of their W-9 form, signed in blue (not black) ink.
2. ODRC may reject any Proposals or unsolicited Proposal amendments received after the deadline. ODRC will reject late Proposals regardless of the cause for the delay. The time clock at the facility of the Proposal opening will serve as the official time. Should a disagreement occur regarding delivery, the Offeror must provide evidence of delivery date and time.
3. 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.
4. ODRC may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. ODRC may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the potential contractors responding to this RFP.
5. To protect the integrity of the evaluation and award process, Proposal responses will not be available for public viewing until after the contract has been officially awarded. Offerors may not contact ODRC staff, other contractors or any other member of the State to discuss their Proposal or to discuss any of the other responses to the RFP. Offerors who attempt to make such contacts may be deemed not responsive.

6. All Proposals and other submitted material will become the property of ODRC and will not be returned. The Offeror should not include proprietary information in a Proposal because ODRC maintains the right to use any materials or ideas submitted without compensation to the Offeror. Additionally, all Proposals will be open to the public after ODRC awards the Contract.
7. ODRC will retain all Proposals or a copy of them, as part of the contract file for the period of the contract and any subsequent renewals. After the retention period, ODRC may return, destroy, or otherwise dispose of the Proposals and copies.
8. Offerors must provide the services outlined in the attached Scope of Work. Times and dates of on-site services must be arranged with the ODRC Institutional Program Administrator (Assigned OCSS staff) (Item #7 SOW). Any on-site provider(s) may be subject to a background investigation conducted by ODRC.

B. Mandatory Site Visits

Mandatory Site Visit Pickaway June 26, 2012 – 10 am to Noon
Mandatory Site Visit Richland June 27, 2012 – 10 am to Noon

1. Mandatory site visits at the designated institution(s) are listed above.. NO knives, firearms, cameras/photo equipment, recording devices, cell phones, computers and/or pagers will be permitted in the complex, in accordance with ODRC policy.
2. 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).

C. Proposal Submittal

1. Acceptable delivery methods for completed Proposal submissions are US Mail, any overnight or express delivery service, courier or hand delivery to the address listed:

ODRC Operation Support Center (OSC)
Attn: Speranca Szana, Contract Administration
770 West Broad Street
Columbus, OH 43222

2. Submit one (1) original and three (3) copies of your final Proposal.
3. Proposals received after that date and time will be returned unopened and will not be considered for award.

D. Internet Inquiries

1. Access the Ohio Dept. of Rehabilitation & Correction website at:
<http://www.drc.ohio.gov>
2. Following the directions stated above, click on Business Opportunities under the Quick Links, which will navigate you to the link to the details pages of the contractual opportunity. Clicking on the link will provide the document in PDF format.

OR:

1. Access the State Procurement Website at:
<http://www.ohio.gov/procure>

***NOTE:** This is the only website available to process inquiries and responses during the inquiry period. All questions should be submitted a minimum of three (3) working days prior to the Proposal opening date.

2. From the Navigation Bar on the left, select Find It Fast; -Select Doc/Proposal/Schedule # as the Type; -Enter the Proposal Number -Click the "find It Fast" button; following the directions stated above will navigate you to the details page for the opportunity. Clicking on the link that reads "Click to View Document" will provide the document in PDF format.

Any changes to this Proposal will be achieved by addendum. ODRC does not send out emailed notices regarding addendums so potential Offerors are encouraged to check the website daily, until the date of Proposal opening.

E. Proposal Format

Each Proposal must include sufficient data to allow the evaluation team to verify the total cost for the Offeror to provide services and all of the Offeror's claims of meeting the RFP's requirements. These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

The Contractor must organize each Proposal in a manner consistent with the order of this RFP and any attachments, if any. ODRC wants clear and concise Proposals. Potential contractors should take care to completely answer questions and meet all RFP requirements.

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

1. Cover Letter
 2. Letter of commitment to provide the service from any and all proposed employees
 3. Completed & Signed Declaration Statements, Attachment Three
 4. Offeror Profile Summary, Attachment Two
 5. Work Plan
 - A. Approach to Scope of Work
 - B. Address Potential Problem Areas
 - C. Describe Project Management Methodologies
 6. Proof of Workers' Compensation
 7. Payment Address
 8. Cost Summary
 9. Completed W-9 IRS Form
 10. Signed Copy of Service Contract
 11. Copy of DMA Precertification
 12. Copy of EEO/AA Plan
- 1. Cover Letter.** The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing the same or similar services as requested in this RFP. All services must comply with ACA Standards, any relevant licensure laws and related ODRC policies and protocols. The letter must also include the following:

Minimum Required Response:

- a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles;
- c. The name, address, telephone number, and fax number of a project representative who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors or independent contractors, if any, that the Offeror will use to provide services;
- e. A statement that the Offeror's Proposal meets all the requirements of this RFP;

- f. A statement that the Offeror is not now, and will not become subject to an “unresolved” finding for recovery under ORC 9.24, prior to the award of a Contract arising out of this RFP, without notifying ODRC of such finding.

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

Minimum Required Response:

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

3. **Completed and Signed Declaration Statements ATTACHMENT THREE**

Minimum Required Response:

Failure to complete, and return Attachment Three with the RFP may deem the Offeror non-responsive. Attachment Three must be completed for the company or individual submitting the Proposal. The Declaration Statements include: **Election laws** (See *Attachment One, Article XVI*), **Ethics** (*Attachment One, Article X*) **EEO** (*Attachment One, Article XI*), **Statement of Compliance**, (*Attachment One, Article XIV*) **Sub-contractor Disclosure**, (*Attachment One, Article VII*) **Affirmations, Contract Performance**, (*Attachment One, Article I*) and **Conflict of Interest** (*Attachment One, Article X*).

4. **Offeror Profile Summary.** Using the form provided in ATTACHMENT TWO, the Offeror must provide a five-year (5) history of all contracts, for which the Offeror is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP. Information provided includes: Company name and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this RFP. ATTACHMENT TWO may be reproduced as needed to respond to the mandatory requirements and desirable requirements as stated in this RFP.

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

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

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

5. **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 project, including method of delivery for the following:

A. Scope of Services

The Offeror must respond to and demonstrate an understanding of the project scope "Scope of Work," and the nature of each activity. The Offeror must make this description as complete and as detailed as possible. The Offeror must describe the Work Plan as to approach, method and specific steps of how Offeror will design and implement the training program.

See Roman numeral III – SCOPE OF WORK for details

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

Minimum Required Response:

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

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

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

7. **Payment Address.** The Offeror must provide an address for payments.
8. **Cost Summary.** Using the form provided as ATTACHMENT FOUR, Offerors must indicate pricing in the form of fee for service. Offerors may not reformat this form. Reformatting may result in the rejection of the Offeror's Proposal.

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

The successful Offeror will invoice for services on a mutually agreed upon schedule. The schedule is for the convenience of the contractor and represents lump sum payments from their fee for services rendered. Payment will be made within thirty (30) days upon receipt of a proper, correct invoice and documentation of completion of work, in compliance with O.R.C. 126.30.

9. **W-9 Form.** The Offeror must complete a W-9 form in its entirety. At least one original W-9 form must be submitted, completed in blue, not black, ink. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the cover letter, which Proposal is the original. The W-9 form may be accessed and downloaded at the following website: <http://www.irs.gov/faqs/faq12-5.html>
10. **Signed Copy of Service Contract.** The offeror must complete the following sections of the Contract provided as ATTACHMENT ONE of this RFP and return the original with its Proposal. **DO NOT FILL IN ANY OTHER SECTIONS OF THE CONTRACT FORM:**

- 11. Completed Declaration of Material Assistance (DMA)/NonAssistance to Terrorist Organization.** (see Article 25 of the attached contract) – in order to meet this requirement, please complete this form; also review the Terrorist Exclusion List which is referenced on the declaration form. Access the form at the following website:
http://www.drc.ohio.gov/web/vendor_documents.htm
Select and complete the [Government Business and Funding Contracts](#) (PDF).

- 12. Completed Affirmative Action Program Verification Form (EEO/AAPV).** The Contractor must **complete online** and have on file with the DAS Equal Opportunity Division to comply with affirmative action requirements.

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

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

III. **SCOPE OF WORK: Contractor Scope of Services**

Services from Contractor shall include, but are not be limited to:

Technical Requirements

1. Contractor will design, develop, and deploy a licensed Commercial Driver License (CDL) Training Program, to include basic mandated classroom instruction (not to exceed 40 hours) and behind the wheel instruction (a minimum of 40 hrs) that shall include:
 - Must provide at least 4 hrs of instruction off the highway & behind-the-wheel BEFORE any on-highway / behind-the-wheel instruction can be offered;
 - Provide no less than 10 hrs/behind-the-wheel on off-highway ranges;
 - Provide no less than 10 hrs of behind-the-wheel instruction on streets/highways with normal traffic;
2. Contractor will provide curriculum for all training classes:
 - A. **Basic** – copy of mandated classroom curriculum for pre-approval;

Contractor will provide ODRC a copy of the mandated classroom instruction curriculum for pre- approval. The classroom instruction shall not exceed the 40 hours required by the Ohio Revised Code 4501-7-28 and must cover the following:

- a. Traffic laws
- b. Rules and regulations of the Public Utility Commission of Ohio
- c. Federal motor carrier safety regulations relating to the operation of trucks, commercial cars, commercial tractors, trailers and semi-tractors, and motor vehicles transporting flammable and/or hazardous cargo
- d. Federal laws relating to vehicle brake systems, lighting and display of emergency equipment
- e. Registration and licensing laws
- f. Special taxes such as the international registration plan, the international fuel tax alliance, and the unified carrier registration system
- g. Crash reporting and financial responsibility laws
- h. The effects of driver fatigue
- i. Safe driving practices
- j. Courteous driving practices and sharing the road
- k. Routine services and pre-trip and post-trip inspections and documentation.
- l. Use of occupant protection devices, including their benefits and effectiveness in motor vehicle collisions
- m. Emerging commercial motor vehicles safety technologies
- n. Commercial motor vehicle view limitations, also known as the “no zone”

B. Behind-the-wheel – copy of curriculum for pre-approval;

Contractor will provide ODRC a copy of the behind-the-wheel curriculum for pre approval. The curriculum will include a minimum of 40 hrs. and include the following topics:

- a. Starting
- b. Stopping
- c. Turning
- d. Shifting
- e. Braking
- f. Parking
- g. Docking
- h. Hooking up and unhooking trailers and semi trailers
- i. Display of emergency equipment
- j. Use of hazard lighting systems
- k. Checking and servicing the parts of commercial motor vehicles. Pre-trip and post-trip documenting vehicle repair needs.
- l. Sharing the road
- m. Safe driving practices
- n. Proper public thoroughfare railroad grade crossing procedure.

3. Contractor will provide the **screening tool** for the program (e.g., Criteria which trucking companies use to hire; How will offenders be screened for the program? What crimes will be excluded, etc.);
4. Contractor will provide an **Agenda** and conduct a **mandatory orientation** meeting prior to each new class to a) describe the training program, b) clearly express expectations for participating students and c) answer any questions.
5. Contractor will submit a proposed **plan of implementation** of the **program**, as well as a **plan for remedial training**, to include but not limited to, number of hours of training, schedules, hiring, etc.;

6. Contractor will provide all **supervision** and **personnel** necessary to perform the CDL training services, to educate/coach the selected students, including a **list of qualified proposed staff and their commitment letters**.

Administrative Requirements

7. Contractor will schedule service times with the appropriate ODRC Institutional Program Administrator (Assigned Operation Support Center staff).
8. Contractor must provide services within hours that offenders are available as dictated by count, meal, movement, schedules, etc.
9. Contractor will train 60 offenders per institution at both Richland and Pickaway in a 12 month period.
10. Contractors will schedule appointments with the Bureau of Motor Vehicles to facilitate the driving portion of the exam.
11. Contractor will accompany the offenders to the BMV site for the driving portion of the exam.
12. Contractor will provide remedial training and schedule a re-exam for those who do not pass the exam.
13. Contractor is expected to aid graduates of the program with job placement. Contractor to provide a **proposed plan** AND provide a **report on offender job placement** within **90 days** of program competition;
 - a. Contractor will provide a plan for job placement assistance.
 - b. Contractor’s success is measured by the number of offenders placed in jobs after release.
14. Contractor will provide his/her current job placement information in the Proposal (i.e. the number and percentage of those individuals who have already been trained by Contractor and who are placed with an employer after training is completed).

IV. EVALUATION OF PROPOSALS AND CONTRACT AWARD

Proposal Evaluation Method and Criterion. An initial review will be performed by an evaluation team. This evaluation team will review all Proposals for their format and completeness, will rate the Proposals, and come to an agreement on a consensus score based on the following:

Criteria	Does Not Meet	Meets		Total Score
1. Cover Letter On company letterhead, describe legal structure (e.g., Ohio Corporation, Sole Proprietor), principle place of business, list of people who prepared RFP including their titles, project representative and contact information (telephone, fax, email);	0	5		
2. Offeror Profile Summary A. Offeror must provide adequate and qualified personnel; B. Detailed yearly data: number of classes, number of students trained, number of students who have successfully passed AND have had successful placements;	0	10		
3. Work Plan – describe approach, method, specific steps A. Approach to Scope of Work B. Address Potential Problem Areas C. Describe Project Management Methodologies;	0	20		
4. Cost Summary.	0	5		
TOTAL POINTS		40		

Technical Criteria	Does Not Meet	Meets	Exceeds	Total Score
1. Describe the Work Plan as to approach, method and specific steps of how Contractor will design, develop, and deploy a licensed Commercial Driver License (CDL) Training Program, to include basic mandated classroom instruction (not to exceed 40 hours) and behind the wheel instruction (a minimum of 40 hrs) which must include: <ul style="list-style-type: none"> • Must provide at least 4 hours of instruction off the highway & behind-the-wheel BEFORE any on-highway / behind-the-wheel instruction can be offered; • Provide no less than 10 hours/behind-the-wheel on off-highway ranges; (within a 20-30 mile radius) • Provide no less than 10 hrs of behind-the-wheel instruction on streets/highways with normal traffic; (within a 20-30 mile radius); 	0	20	40	
2. Contractor will provide curriculum for all training classes:				
A. Basic – copy of mandated classroom curriculum for pre-approval;	0	10	20	
B. Behind-the-wheel – copy of curriculum for pre-approval;	0	10	20	
3. Contractor will provide screening tool for program;	0	5	10	
4. Proposed agenda for mandatory orientation meeting prior to each new class to: <ul style="list-style-type: none"> A. Describe training program; B. Clearly express expectations from participants; C. Answer any questions; 	0	5	10	
5. Contractor will submit a proposed plan of implementation of the program , as well as a plan for remedial training , to include but not limited to, number of hours of training, schedules, hiring, etc.;	0	10	20	
6. Contractor will provide all supervision and personnel necessary to perform the CDL training services, to educate/coach the selected students, including a list of qualified proposed staff and their commitment letters ;	0	5	10	
TOTAL POINTS		65		

Administrative Criteria	Does Not Meet	Meets		Total Score
Provide statements of agreement that the Contractor will provide CDL Training Services to the selected offender population of designated institution(s) identifying items 8 through 12, each ;				
7. Schedule services with appropriate institution program staff;	0	5		
8. Provide services within hours that offenders are available;	0	5		
9. Train at least 60 offenders at both institutions in 12 months;	0	5		
10. Schedule with BMV for exam AND	0	5		
11. Accompany offender for driving portion of exam (for first time and subsequent trips);	0	5		
12. Remedial training and re-schedule exam for those who do not pass the first time;	0	5		

13. Plan for aid with job placement assistance . Contractor to provide a proposed plan AND provide a report on offender job placement within 90 days of program competition; Contractor's success is measured by the number of offenders placed in jobs after release.	0	10		
TOTAL POINTS		40		

Reporting Criteria	Does Not Meet	Meets		Total Score
14. Contractor will provide his/her current job placement information in the Proposal (i.e. the number and percentage of those individuals who have already been trained by Contractor and who are placed with an employer after training is completed).	0	5		
GRAND TOTAL		150		

Rejection of Proposals. The Evaluation Team may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, takes exception to the specifications or requirements, or that the Evaluation Team believes is excessive in price or otherwise not in the State's interests. **Proposals received from an Offeror who did not attend the required site visit will be rejected.** Additionally, ODRC may cancel this RFP, reject all the Proposals, and seek services through a new RFP or other means.

Evaluation and Award. The Evaluation Team will review all Proposals for format and completeness. The Evaluation Team 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 if ODRC believes that is in the State's interests and will not cause any material unfairness to other Offerors. The Evaluation Team will then consider the cost of the Proposal.

It is the intent of ODRC, as a result of this RFP to make an award to one contractor for services; however, multiple awards may result from this RFP. ODRC reserves the right to award in the best interest of the State.

Contract Award. The Contract shall be awarded to the lowest responsive, most responsible Offeror meeting all Proposal specifications and requirements of this RFP. ODRC reserves the right to award in the best interest of the state. Upon award of the Contract, the Department will issue an award letter to the selected Contractor. The Contract will not be binding on the Department until the Department's duly authorized representatives sign the Contract, the Department issues a purchase order, and all other prerequisites identified in the Contract have occurred. The selected Contractor will receive an executed copy of the contract.

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ATTACHMENT ONE: SERVICE CONTRACT

FOR OFFICE USE ONLY:

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

**PURCHASE CONTRACT
BETWEEN THE
OHIO DEPARTMENT OF REHABILITATION AND CORRECTION -
Office of Enterprise Development**

And

THIS AGREEMENT is made and entered into effective August 6, 2012 by and between the Ohio Department of Rehabilitation and Correction, Office of Enterprise Development (hereinafter collectively referred to as "Agency"), located at 770 West Broad Street, Columbus OH 43222 and _____ (hereinafter referred to as "Contractor"), located at _____ (hereinafter referred to as "Contract").

WHEREAS, Agency desires to engage Contractor to provide Commercial Driver License (CDL) Training, to the Agency;

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

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

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

ARTICLE 1: NATURE OF CONTRACT

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

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

ARTICLE 2: SCOPE OF SERVICES AND/OR GOODS

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

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

If solicited, the solicitation (number **DRCP-13-0836**) 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 **Nicolle Brooks, Deputy Administrator** who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.
- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.
- 2.4 Due to institutional security requirements, available hours to provide services and/or goods may be limited by offender availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

ARTICLE 3: TIME OF PERFORMANCE

- 3.1 This Contract shall remain in effect until the work described in Article II, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services and/or Goods, whichever is sooner.
- 3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire on **June 30, 2013**.

Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 18 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract. **This contract may be renewed for two (2) optional one-year terms.**

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

ARTICLE 4: COMPENSATION

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

ARTICLE 5: CERTIFICATION OF FUNDS

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

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

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

termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.

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

ARTICLE 7: RELATIONSHIP OF PARTIES

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

the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.

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

ARTICLE 8: RECORD KEEPING

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

ARTICLE 9: RELATED AGREEMENTS

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

ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

ARTICLE 11: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion,

sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.

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

ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

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

ARTICLE 13: LIABILITY

- 13.1 Any Contractor who is rendering medical services to the Agency under the provisions of sections 109.36, 9.85, 9.86 and 9.87 of the Revised Code is subject to the immunity and indemnification provided therein; see Attachment B, attached hereto and incorporated herein. The Contractor may choose to carry general liability insurance or medical malpractice insurance for the contractor's own protection.
- 13.2 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.3 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation.

ARTICLE 14: COMPLIANCE WITH LAWS

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

ARTICLE 15: DRUG FREE WORKPLACE

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

ARTICLE 16: CAMPAIGN CONTRIBUTIONS

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

ARTICLE 17: ENTIRE AGREEMENT/WAIVER

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

ARTICLE 18: NOTICES

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

ARTICLE 19: HEADINGS

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

ARTICLE 20: SEVERABILITY

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

ARTICLE 21: CONTROLLING LAW

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

ARTICLE 22: ASSIGNMENT AND DELEGATION

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

ARTICLE 23: FINDINGS FOR RECOVERY

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

ARTICLE 24: DEBARMENT

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

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

Contractor hereby represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the

“Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization.” Contractor further represents and warrants that it has provided or will provide such to Agency prior to execution of this Contract. If these representations and warranties are found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 26: FORCE MAJEURE

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

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

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

ARTICLE 28: EXECUTIVE ORDER REQUIREMENTS

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

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

ARTICLE 29: TERMINATION, 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 25 percent of the value of the Contract.

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

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

ARTICLE 30: EXECUTION

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

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

Signature of Contractor:	
Printed Name of Contractor:	Date:

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

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

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

ATTACHMENT A



JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

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

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

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

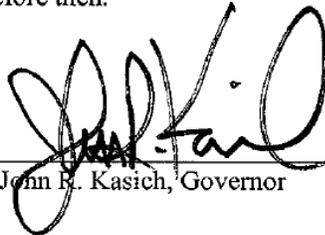
NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
 - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.

- ii. Require service providers or prospective service providers to:
 - 1. Affirm that they understand and will abide by the requirements of this Order.
 - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
 - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

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





John E. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

ATTACHMENT TWO: OFFEROR PROFILE SUMMARY

CANDIDATE: (Insert company name)

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

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

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

ATTACHMENT THREE: DECLARATION STATEMENTS

Failure to complete, and return with the bid, this declaration attachment may deem your bid non-responsive

Ohio Elections Law Information: (See Attachment One, Article XVI)

A. Prohibition

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

B. Individual, Partnership, Association, Estate or Trust

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

C. Corporation or Business Trust

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

Ohio Ethics and Conflict of Interest Laws Information: (See Attachment One, Article X)

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

Equal Employment Opportunity Information:

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

DECLARATION STATEMENTS (Continued)

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by following instructions on page 19, item number 12.

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

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:

List names of subcontractors who will be performing work under the Contract.

By the signature affixed to this Attachment, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODRC. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODRC, will be deemed as a default. If a default should occur, ODRC will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

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

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

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

_____ (Company) agrees to above:

DECLARATION STATEMENTS (Continued)

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

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

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

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

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

While an affirmative answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Bid from consideration, such an answer or statement and a review of the background details may result in a rejection of the Bidder's bid, at the sole discretion of the evaluation team. ***The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance on the project, and the best interests of the State.***

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

Printed Name and Title: _____

Signature: _____

Organization: _____ Date: _____

ATTACHMENT FOUR: COST SUMMARY

The term of this contract is August 6, 2012 to June 30, 2013 with two optional one-year renewals.

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

SERVICE	Students Trained Per Year	Cost per Student (All inclusive fee)	Total Cost 8/6/12 through 6/30/13
CDL Training Services		Classroom, Behind-the-Wheel, Testing and Re-Testing	
Richland Correctional Institution	60	\$	\$
Pickaway Correctional Institution	60	\$	\$

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

Printed Name: _____

Signature: _____

Title: _____

Email: _____

Phone/Fax: _____

Organization: _____

Address: _____

City, state, zip code: _____

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

I agree to provide CDL Training Services as specified in the Scope of Work included in this RFP.

Signature: **Date:**