

# REQUEST FOR PROPOSAL

RFP NUMBER: DRCP-14-1024  
DATE ISSUED: 11/12/2013

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

## INDEPENDENT MEDICAL EXAMINATION (IME) SERVICES

INQUIRY PERIOD BEGINS: 11/12/2013

INQUIRY PERIOD ENDS: 11/21/2013

OPENING DATE: 11/26/2013

OPENING TIME: 2:00 PM Eastern Standard Time

OPENING LOCATION: Ohio Department of Rehabilitation and  
Correction  
770 West Broad Street, 4<sup>th</sup> Floor  
Columbus OH 43222

ATTN: Speranca Szana, CPPB  
Contract Analyst

This Request for Proposal (RFP) consists of six (6) Parts and five (5) Attachments. Please verify that you have a complete copy.

## TABLE OF CONTENTS

### PART

<b>ONE:</b>	<b>General Instructions</b>
<b>TWO:</b>	<b>RFP Time Frame Requirements</b>
<b>THREE:</b>	<b>Project Scope</b>
<b>FOUR:</b>	<b>Proposal Requirements</b>
<b>FIVE:</b>	<b>Evaluation of Proposals and Contract Award</b>
<b>SIX:</b>	<b>Proposal Evaluation Criteria</b>

### ATTACHMENTS

<b>Attachment One</b>	<b>Service Contract</b>
<b>Attachment Two</b>	<b>Offeror Profile Summary</b>
<b>Attachment Three</b>	<b>Declaration Statement</b>
<b>Attachment Four</b>	<b>Cost Summary Sheet</b>
<b>Attachment Five</b>	<b>Ohio Department of Rehabilitation and Correction &amp; Adult Parole Authority Regions Map</b>

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## PART ONE: GENERAL INSTRUCTIONS

### I. GENERAL INSTRUCTIONS

#### A. Contacts

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

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

**Name:** Speranca Szana, CPPB  
Contract Analyst  
**Institution:** Operation Support Center, Contract Administration  
**Address:** 770 West Broad Street 4<sup>th</sup> Floor, Columbus OH 43222  
**Phone:** 614-752-1655  
**Email:** [speranca.szana@odrc.state.oh.us](mailto:speranca.szana@odrc.state.oh.us)

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:** Tina Smith  
Program Administrator  
**Institution:** Operation Support Center  
Office of Human Resources, Bureau of Personnel  
**Address:** 770 West Broad Street 2<sup>nd</sup> Floor, Columbus OH 43222  
**Phone:** 614-752-1820  
**Email:** [tina.smith@odrc.state.oh.us](mailto:tina.smith@odrc.state.oh.us)

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

The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in this RFP.

#### B. Inquiries/Clarifications

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

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

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

Offerors may view inquiries using the following process:

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

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

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

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

#### **C. Recruitment**

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

#### **D. Proposal Deadline and Requirement**

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

Acceptable delivery methods for submission of Proposals are U.S. Mail, any over night or express delivery service, courier or hand delivery. All Proposals must be received at the submission address indicated within this RFP no later than 2 pm, Eastern Standard Time on the listed deadline date. No Proposals will be accepted after the deadline.

Submit Proposals to the ODRC RFP Project Representative named on page 3 of this RFP at PART ONE, I.A.

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

**Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.**

**ODRC may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. ODRC may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the potential Offerors responding to this RFP.**

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

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

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

**E. Waiver of Defects**

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

**F. Proposal Instructions**

The Offeror 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 Offerors should take care to completely answer questions and meet all RFP requirements.

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## PART TWO: RFP TIME FRAME REQUIREMENTS

### II. RFP TIME FRAME REQUIREMENTS

The RFP proposal schedule is below. ODRC may change this schedule at anytime. If ODRC changes the schedule before the Proposal due date, ODRC will amend this RFP and Offerors are responsible for watching the State Procurement website identified in PART ONE: General Instructions, B. Inquiries/Clarifications for such amendment. Once ODRC awards the Contract, the Contractor must negotiate any subsequent schedule changes.

#### A. Firm Dates

RFP Issued:	11/12/2013
Inquiry Period Begins:	11/12/2013
Inquiry Period Ends:	11/21/2013
<b>Proposal Due Date:</b>	<b>11/26/2013 by 2:00 PM Eastern Standard Time</b>
Selection of Proposed Contractor	12/5/2013
Controlling Board	TBD, (if applicable)
Work Begins:	01/2/2014

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

#### B. Amendments to Proposals

Amendments or withdrawals of Proposals are allowed until 2:00 P.M., Eastern Standard Time, on the state Proposal Due Date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

#### C. Proposal Deadline and Requirement

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

***“DRCP-14-1024 Independent Medical Examination (IME) Services”***

**The term of this contract is from 1/2/2014 to 6/30/2015 with two optional two-year renewals which will extend the contract through 6/30/19.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## PART THREE: PROJECT SCOPE

### III. PROJECT SCOPE

#### A. Objective

The objective of this RFP is to solicit Proposals for a vendor to partner with ODRC to provide the highest quality of Independent Medical Examination (IME) services to the employees at ODRC in the most expeditious and cost-efficient manner possible. The successful Proposal will form the basis of a Contract for such services.

Currently ODRC Operation Support Services oversees the procurement of IME services for all of ODRC employees. It is the ODRC goal to improve this process by reducing the amount of time it takes to find and schedule high quality professionals to evaluate the employees. In return, the improved process will reduce the time an employee is on administrative leave.

#### B. Background – ODRC Responsibilities for Independent Medical Examination Services

The ODRC anticipates that Offerors will propose creative, competitive solutions as they relate to the IME service requirements specific to the ODRC. Offerors are encouraged to submit the most comprehensive proposal possible offering the highest quality of service, while providing opportunities for improving ODRC's fitness for duty process by identifying and locating appropriate medical practitioners and scheduling staff examinations in the most expeditious and cost-effective manner possible.

Award of this RFP will include IME services for all ODRC's staff located at the Operation Support Center, correctional facilities and field offices located throughout the State of Ohio. The Offeror shall provide IME services, as described herein, as requested by the Contract Monitor or Designee on behalf of ODRC employees.

The IME services award/agreement will incorporate this RFP, including any addenda issued by ODRC during the solicitation process, the response to the RFP and the terms, conditions and specifications of this RFP. Attachment One of this RFP is a sample of the Contract that may result from this RFP. The sample Contract is simply to give Offerors a sense of the standard legal terms and conditions with which execution of the agreement will contain. Exceptions to any of the terms should be noted on a separate page and will be considered during the evaluation process.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## PART FOUR: PROPOSAL REQUIREMENTS

### IV. PROPOSAL REQUIREMENTS

#### A. 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. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response, if a detailed plan has been requested, and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

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

1. Cover Letter
2. Letter of commitment to provide the service from employees and/or subcontractors
3. Completed & Signed Declaration Statements, Attachment Three
4. Offeror Profile Summary, Attachment Two
5. Scope of Services:
  - A. IME Services in detail;
  - B. Potential Problem Areas;
  - C. Staffing Plan; and
  - D. Project Management Methodology.
6. Payment Address
7. Cost Summary
8. Completed W-9 IRS Form
9. Proof of Workers' Compensation Insurance

#### 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:

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

For each proposed employee and/or subcontractor, the Offeror must attach a letter from each of them, signed by them or someone authorized to legally bind them, and must include the following information:

- a. The subcontractor's legal status, federal tax identification number, and principal place of business address;
- b. The name, address, and phone number of someone who is authorized to legally bind them to contractual obligations;
- c. A description of the services that the person will provide;
- d. A statement that the Offeror is solely responsible for any payments made to them;
- 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; and
- h. A statement that they have read and understood the RFP and will comply with the requirements of the RFP.

**3. Completed and Signed Declaration Statements Attachment Three:**

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

- a. Statement of Compliance;
- b. Location of Services / Off-Shore / I-9 Certification;
- c. Contract Performance;
- d. Conflict of Interest; and
- e. Purchase Contract Compliance.

**4. Offeror Profile Summary**

Using the form provided in Attachment Two, the Offeror must provide at least an eighteen-month (18) history of all contracts, for which the Offeror is providing, or has provided, under any previous corporate name or identity, IME services at sites comparable to the ODRC. 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. Additionally, provide a listing of all counties where services were provided. Attachment Two may be reproduced as needed.

The evaluation team will consider an Offeror's years of experience in providing services similar to those in this RFP, as a scored criteria in the evaluation process as set forth in PART SIX of this RFP.

**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 Services**

**A. IME Services in Detail**

The Offeror must respond to and demonstrate an understanding of and an agreement with each service requirement. The Offeror must fully describe the Offeror's approach, method of delivery, and specific steps for providing each of the services. The Offeror must make this description as complete and as detailed as possible:

- 1. Which services will be performed by the Contractor and which services will be performed by a sub-contractor;
- 2. Which services will be performed on-site and the institution and which services will be performed off-site, if any, at another facility or site.

The detailed Proposal must present and explain the Offeror's approach to each of the following IME service requirements:

- 1. The Offeror must show at least an eighteen (18) month history of providing IME services at sites comparable to ODRC facilities.
- 2. The Offeror must meet all of the applicable certifications, as required by Ohio law.
- 3. The Offeror must identify the appropriate medical practitioner needed based upon the facts relating to the employee's perceived disabling illness, injury or condition and the physical and mental requirements of the employee's position.

4. The Offeror must work directly with the appropriate Contract Monitor or Designee to obtain the facts relating to the employee's condition as well as the physical and mental requirements of the position, duty statements, job classification specifications and position description.
5. The Offeror must identify an appropriate medical practitioner in Ohio within 50 miles or less of the employee's residence or headquarters. If no practitioner is available within 50 miles, the Offeror must contact the Contract Monitor or Designee via telephone within 5 business days of the request from the Contract Monitor or Designee to discuss alternative solutions. The ODRC has institutions and Adult Parole Authority offices throughout the State of Ohio as identified on Attachment Five.
6. The medical practitioner must be a registered state approved vendor who's practice is board certified to do IME's.
7. The Offeror must schedule and coordinate an appointment for an IME within 5 business days or less, of the request from the Contract Monitor or Designee.
8. The Offeror must send a certified letter to the employee with the scheduled exam information including doctor's name, date and time of the appointment, office location, directions, and any required documentation which the employee must bring to the appointment. The certified letter will be a standardized letter developed by the ODRC and the Offeror.
9. The Offeror must coordinate the release of the IME test results to the appointing authority within 30 days or less of the exam.
10. IME test results must be comprehensive and conclusive and include a recommendation as to whether the employee is fit for duty based upon the unique requirements of his/her position and the nature of his/her condition.
11. The Offeror will provide the below reports to the Contract Monitor or Designee in an encrypted, password protected electronic format. Offeror must indicate: how long reports are available to be viewed on-line for downloading; and archiving procedures.

The following reports are required by the ODRC.

- a) Monthly Report – shall include summary information for each IME request arranged by Date of Request, Practitioner Type, Exam Date, Date Result Sent, Flat Fee, Additional Fees, and Total Cost. This report shall be sent to the Contract Monitor or Designee by 9:00 a.m. on the 30<sup>th</sup> of each month or the first business day following the end of the month.
  - b) Annual Report, Fiscal Year – shall include monthly summary information for each IME along with grand totals for the fiscal year (e.g., July 1, 2013 through June 30, 2014). This report shall be sent to the Contract Monitor or Designee no later than August 15<sup>th</sup> following the end of the fiscal year.
12. Offeror must provide a plan to maintain a daily backup of all data and information pertaining to the ODRC's account.

The Offeror agrees to provide the above services for the ODRC and any other services required by this RFP as part of the Offeror's total cost for providing the IME services.

#### **B. Potential Problem Areas**

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

#### **C. Staffing Plan**

The Offeror must provide a description of a staffing plan that demonstrates an understanding of the above-stated scope of work. Offeror must provide adequate and qualified personnel to provide the services listed in this RFP. The Offeror's proposed staffing plan is to include the most efficient mix of both numbers of service providers and experience and/or licensure level of providers required to comply with the purpose and intent of this RFP. Each of the Offeror's proposed candidates must

meet all of the applicable technical experience. The Contractor must engage only licensed and qualified personnel to provide professional coverage. Each of the Offeror's proposed candidates must meet all of the applicable certifications as required by Ohio law.

**D. Project Management Methodology**

The Project Management Methodology must describe the following:

1. The Offeror's management structure responsible for fulfilling the contract requirements and a table of organization which reflects the corporate suspension of all line staff, and administrative staff responsible for functional service delivered on-site and off-site.
2. The qualifications of any management staff.
3. The Offeror's recruiting capabilities and ability to respond to recruitment needs prior to the start of the contract.
4. If the Offeror chooses to use any subcontractors then describe its approach to effectively manage its subcontractors.

**6. Payment Address**

The Offeror must provide an address for contract payments in exchange for contract services.

**7. Cost Summary**

This RFP includes a Cost Summary Form provided as Attachment Four. Offerors may not reformat this form. Any reformatting may cause the State to reject the Offeror's Proposal. Each Offeror must complete the Cost Summary Form in the exact format provided.

The successful Offeror will invoice for services on a monthly basis. The schedule is for the convenience of the Offeror and represents lump sum payments for 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.

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

**8. Completed W-9 IRS 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 W-9 form 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>

**9. Proof of Workers' Compensation Insurance**

The Offeror must carry and show proof of current coverage for Workers' Compensation for all employees and subcontractors under the contract. The Offeror 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.

## PART FIVE: EVALUATION OF PROPOSALS AND CONTRACT AWARD

### V. EVALUATION OF PROPOSALS AND CONTRACT AWARD

#### A. Rejection of Proposals

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

#### B. Evaluation of Proposals Generally

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

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

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

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

#### C. Clarifications and Corrections

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

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

#### D. Initial Review

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

#### E. Team Review of the Proposals

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

The evaluation team may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other State personnel with technical or professional experience that relates to the Scope of Services or to a criterion in the evaluation process. The evaluation team may also seek reviews of end users of the Scope of Services or the advice or evaluations of other State teams that have subject matter expertise or an interest in the Scope of Services. In seeking such reviews, evaluations and advice, the evaluation team will first decide, in writing, how to incorporate the results in the numerical scoring of the Proposals. The evaluation team may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. Those Offerors submitting the highest rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the evaluation team's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase. At any time during this phase, the evaluation team may ask an Offeror to correct, revise, or clarify any portions of its Proposal.

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

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

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

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

This RFP asks for responses and submissions from Offerors, most of which represent components of the PART SIX: PROPOSAL EVALUATION CRITERIA. The value assigned to each criterion is only a value used to determine which Proposal is the most advantageous to the ODRC in relation to the other Proposals that the ODRC received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

#### **F. Offeror's Performance History with Other Jurisdictions**

Offerors must provide a list of all contracts performed within the past eighteen (18) months, for which the Offeror is providing, or has provided under any previous corporate name or identity, similar services. Using the form provided as Attachment Two, Offerors must identify three (3) references from previous contracts of similar size and complexity to the scope of this RFP. A reference check questionnaire will be sent to the three references. If the Offeror has previous experience with ODRC, the Office of Correctional Health Care will complete a questionnaire based on the Offeror's performance history. The ODRC questionnaire will count as one of the three required reference checks.

The evaluation team will consider an Offeror's past performance as a scored criteria in the evaluation process. The questionnaire point total will be used to determine the Company Experience score in PART SIX of this RFP.

#### **G. Interviews, Presentations and Demonstrations**

The evaluation team may require an Offeror to interview with the evaluation team regarding their Proposal. Such presentation, demonstrations, and interviews provide the Offeror with an opportunity to

clarify its Proposal and to ensure a mutual understanding of the RFP content. These presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation team. This phase of the evaluation is not an opportunity for the Offeror to engage in any negotiations over the form of the Proposal or required scope of the services.

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

#### **H. Financial Ability**

The evaluation team may insist that an Offeror submit financial documents for the past three (3) years if the evaluation team is concerned that an Offeror may not have the financial ability to carry out the Contract. This is not an essential element of the initial evaluation phase, but may be requested at any time. If the evaluation team finds that the Offeror's financial ability is not adequate, they may reject the Proposal despite its other merits.

#### **I. Contract Negotiations**

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

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

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

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

Any negotiated changes will be reduced to writing and become part of the contract file open to public inspection. The Offeror will submit a signed, written notice of change to the evaluation team within five (5) business days. If the evaluation team accepts the change, the team will give the Offeror written notice of the team's acceptance. The negotiated changes to the successful Proposal will become a part of the Contract.

#### **J. 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.

#### **K. Contract Award**

The Contract will be awarded to the Offeror whose Proposal is the lowest cost per point ratio to the ODRC. ODRC plans to award the Contract no later than the date specified in PART TWO of this RFP, if ODRC decides the Contract is in its best interests and has not changed the award date. If the cost of the Contract is \$50,000 or more, or if the Contract combined with any other contract(s) that the Offeror

holds with ODRC will total \$50,000 or more for the period of work designated in this contract, the Contract will need the approval of the Ohio Controlling Board, and any announcement of award is contingent upon that approval.

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

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

**L. Contract**

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## PART SIX: PROPOSAL EVALUATION CRITERIA

### VI. Proposal Evaluation Criteria

In the Proposal evaluation phase, the evaluation team will rate the Proposals submitted in response to this RFP

Required Documents	Weight	Does Not Meet	Meets	Total Score
1. Cover Letter.	1	0	1	
2. Letter of commitment; signed and dated with statement from an employee, sub-contractor, or the Offeror that they are aware they are being proposed and that they agree to provide the service as cited in attached staffing plan.	1	0	1	
3. Completed/Signed Declaration Statements (Attachment 3).	1	0	1	
4. Offeror Profile Summary (Attachment 2, min. 18-mos. Experience).	1	0	2	
5. Scope of Service (IME Services / Problem Areas / Staffing Plan / Methods).	1	0	1	
6. Payment Address.	1	0	1	
7. Cost Summary.	1	0	2	
8. Completed/Signed W-9 Form.	1	0	1	
9. Proof of Workers' Compensation Insurance	1	0	1	

Company Experience (Attachment 2, Offeror Profile Summary)	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	SCORE
1. Eighteen (18) months experience providing IME services at sites comparable to ODRC facilities.	1	0	5	10	15	
2. Provide a listing of all counties where services were provided.	1	0	5	N/A	N/A	

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	SCORE
1. Offeror will work directly with the appropriate Contract Monitor or Designee to obtain fact relating to the employee's condition as well as the physical and mental requirements of the position, duty statements, job classification specs and position description.	1	Reject	5	N/A	N/A	
2. Offeror will identify the appropriate medical practitioner needed based on facts relating to the employee's perceived disabling illness, injury or condition, and the physical and mental requirements of the employee's position provided by the appropriate Contract Monitor or Designee.	1	Reject	5	N/A	N/A	
3. Offeror will send certified letter to employee with the scheduled exam information.	1	0	5 (5 days)	10 (3-4 days)	15 (Same day)	
4. Offeror agrees to provide monthly and annual reports in proper format and accessible.	1	Reject	5	N/A	N/A	
5. Offeror will identify an appropriate medical practitioner within 50 miles of the employee's residence or headquarters. If not so identified then notify the Contract Monitor or Designee within 5 business days of the ODRC request.	5	0	5 (5 days)	10 (3-4 days)	15 (Same day)	
6. Offeror will provide state-approved practitioners whose practices are board certified to do IME's.	1	0	5	N/A	N/A	
7. Offeror will schedule and coordinate an IME appointment within 5 business days of the ODRC request.	5	0	5 (5 days)	10 (3-4 days)	15 (Same day)	
8. Offeror will coordinate the release of the IME test results to the appointing authority within 30 days or less of the exam.	1	0	5 (30 days)	10 (15 days)	15 (10 days or less)	
9. Offeror agrees to ensure results are comprehensive and conclusive and include a recommendation regarding the employee's fitness for	2	Reject	5	N/A	N/A	

duty based upon the unique requirements of his/her position and the nature of his/her condition.						
10. Offeror has provided a plan to maintain a daily backup of all data and information pertaining to the ODRC's account.	5	0	5	N/A	N/A	

Potential Problem Areas	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	SCORE
1. Identify and discuss any potential problem areas or obstacles to the provision of services. If any issues are identified, recommend solutions.	1	0	5	7	9	

Staffing Plan	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	SCORE
1. Schedule of how proposed on-site services will be provided; including the most effective mix of both numbers of service providers and experienced/licensed providers, and detailed schedule date and time for each onsite provider.	9	0	5	7	9	

Project Management Methodology	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	SCORE
1. Describe the Project Management Methodology: The Offeror's management structure responsible for fulfilling the contract requirements and a table of organization which reflects the corporate suspension of all line staff, and administrative staff responsible for functional service delivered. The qualifications of any management staff. The Offeror's recruiting capabilities and ability to respond to recruitment needs prior to the start of the contract. If the Offeror chooses to use any subcontractors then describe its approach to effectively manage its subcontractors.	5	0	5	7	9	

**ATTACHMENT ONE: SERVICE CONTRACT**

**FOR OFFICE USE ONLY:**

<b>Contract No.</b>	<b>Fund</b>	<b>ALI</b>
<b>Dept.</b>	<b>Program</b>	<b>OAKS Vendor ID No.</b>

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

---

**And**

---

**THIS AGREEMENT** is made and entered into effective **January 1, 2014** by and between the Ohio Department of Rehabilitation and Correction, **Office of Human Resources, Bureau of Personnel** (hereinafter collectively referred to as "Agency"), located at **770 West Broad Street 2<sup>nd</sup> Floor, Columbus OH 43222** and \_\_\_\_\_ (hereinafter referred to as "Contractor"), located at \_\_\_\_\_ (hereinafter referred to as "Contract").

**WHEREAS**, Agency desires to engage Contractor to provide **Independent Medical Examination Services**, to the Agency;

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

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

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

**ARTICLE 1: NATURE OF CONTRACT**

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

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

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

- 2.1 If the purchase was not solicited, the Contractor shall provide the following scope of services and/or goods:

(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 (  DRCP-14-1024  ) 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 **Program Administrator** who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.
- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.
- 2.4 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

**ARTICLE 3: TIME OF PERFORMANCE**

- 3.1 This Contract shall remain in effect until the work described in Article II, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor’s Services and/or Goods, whichever is sooner.
- 3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire on **June 30, 2015**.

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 additional two (2) two-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 30<sup>th</sup> calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.
- 4.6 The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.

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

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

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

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

- 6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.
- 6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.
- 6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.
- 6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

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

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

## **ARTICLE 8: RECORD KEEPING**

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

## **ARTICLE 9: RELATED AGREEMENTS**

- 9.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article II, Scope of Services and/or Goods, but which are required for its

satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.

- 9.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

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

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 All contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Section 102.01 to 102.09. Contractor certifies that 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: 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 26: "SWEATSHOP – FREE" PURCHASING**

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

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

#### **ARTICLE 27: EXECUTIVE ORDER REQUIREMENTS**

The Contractor affirms to have read and understands Executive Order 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 C 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 28: 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 29: EXECUTION**

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

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

Signature of Contractor:	
Printed Name of Contractor:	Date:

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

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

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



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.

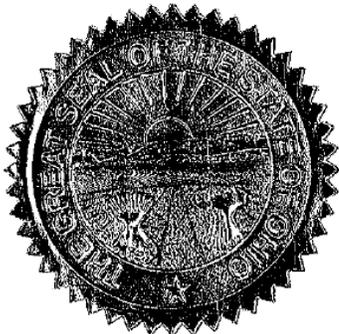
**WHEREAS**, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

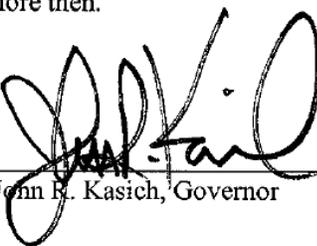
**NOW THEREFORE**, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

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 R. Kasich, Governor

ATTEST:

\_\_\_\_\_  
Jon Husted, Secretary of State

**ATTACHMENT TWO: OFFEROR PROFILE SUMMARY**

(provide at least an eighteen-month (18) history)

**OFFEROR:** (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 Proposal, this declaration attachment may deem your Proposal non-responsive.

**A. STATEMENT OF COMPLIANCE**

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

**B. 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 and locations where work will be performed or data will be stored:

_____	_____
_____	_____
_____	_____

The Offeror 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 Offeror/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.

Offeror affirms it shall not allow others to perform work or take data outside the United States without express authorization from the ODRC Project Representative.

Offeror affirms that all personnel provided for the contract, 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.

Offeror agrees that it (and any sub-contractors provided for performance of the contract) is a separate and independent enterprise from the State of Ohio and the ODRC; and, that the Contract does not constitute any joint employment relationship between the Offeror, and its representatives and the ODRC, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

**DECLARATION STATEMENTS (Continued)**

**C. CONTRACT PERFORMANCE**

The Offeror must respond to the following information for the past five (5) years. Please indicate yes or no in each column. If the answer to any item is yes, the Offeror must provide complete details about the matter on a separate page.

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

**D. CONFLICT OF INTEREST**

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

Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, see Attachment One: Service Contract, Article 10.

Provide statement regarding any potential Conflict of Interest:

---



---



---

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

**E. PURCHASE CONTRACT COMPLIANCE**

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

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

Printed Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Organization: \_\_\_\_\_ Date: \_\_\_\_\_

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT FOUR: COST SUMMARY**

The initial term of the contract is from **1/2/2014** through **6/30/2015** with **two optional two-year renewals**, by mutual agreement, which will extend the contract **through 6/30/2019**. Listed below is the scope of IME services projected for the contract.

**The proposed firm fixed pricing for the IME Service is to be listed below:**

<i>Scope of IME Services</i>	<i>Annually Projected Exams</i>	<i>Cost Per Exam</i>	<i>Projected Annual Cost (# of exams x cost/exam)</i>
<b>Cardiology</b>	<b>2</b>		
<b>Chiropractic</b>	<b>2</b>		
<b>Internal Medicine</b>	<b>5</b>		
<b>Neurological</b>	<b>10</b>		
<b>Orthopedic</b>	<b>2</b>		
<b>Psychological</b>	<b>20</b>		
<b>Physical Therapy &amp; Rehabilitation</b>	<b>2</b>		
<b>TOTAL:</b>			

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

Printed Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

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

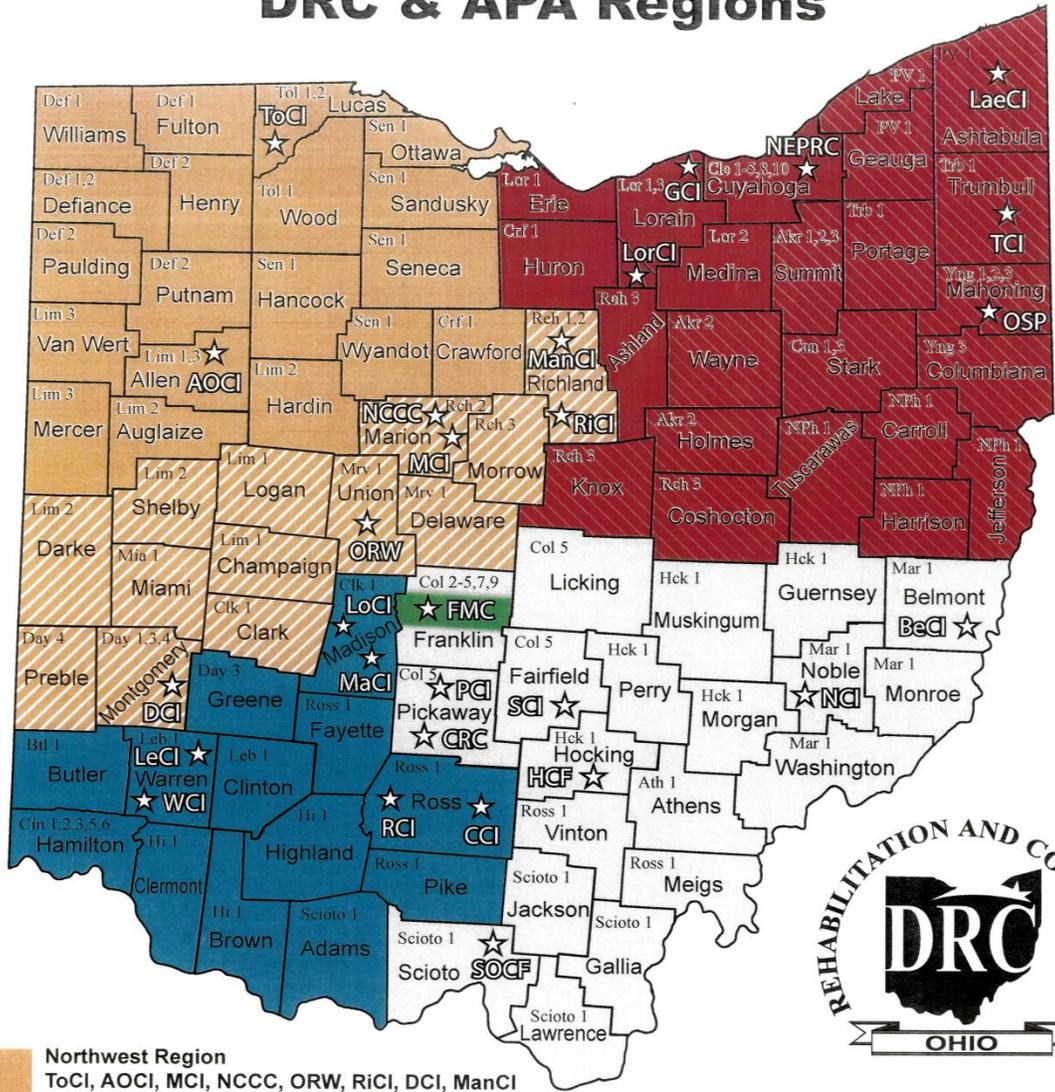
Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

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

**ATTACHMENT FIVE: Ohio Department of Rehabilitation and Correction &  
Adult Parole Authority Regions Map**

# DRC & APA Regions



**Northwest Region**  
 ToCI, AOCI, MCI, NCCC, ORW, RiCI, DCI, ManCI  
 Jesse Williams, Regional Director  
 Marva Allen, Operations Manager  
 Chris Yanai, Reentry Administrator  
 Casey Moore, APA Regional Administrator  
 Tina Patrick, APA Regional Administrator

**Southwest Region**  
 RCI, CCI, MaCI, LoCI, WCI, LeCI  
 Robin Knab, Regional Director  
 Mike Bane, Operations Manager  
 Rona Dorsey, Reentry Administrator  
 Teresa Minney, APA Regional Administrator

**FMC**  
 Stu Hudson, Chief of Correctional Healthcare

**Northeast Region**  
 LaECI, OSP, TCI, NEPRC, GCI, LorCI  
 Todd Ishee, Regional Director  
 Charmaine Bracy, Operations Manager  
 Brian Byorth, Reentry Administrator  
 Steve Vukmer, APA Regional Administrator

**Southeast Region**  
 BeCI, NCI, SCI/HCF, PCI, CRC, SOCF  
 Ed Voorhies, Regional Director  
 Bob England, Operations Manager  
 Darryl Graves, Reentry Administrator  
 Katrina Ransom, APA Regional Administrator

Regions (11/19/12)