REQUEST FOR PROPOSAL

RFP NUMBER: DRCP-13-0917
DATE ISSUED: 04/08/2013

The Ohio Department of Rehabilitation and Correction (ODRC) and
The Ohio Department of Youth Services (ODYS)
Are requesting Proposals for:

COMPREHENSIVE OPTOMETRY SERVICES FOR
NORTHWEST REGION (AOCI, DCI, ManCI, MCI, NCCC, ORW, RiCI, ToCI), (SJCF)
NORTHEAST REGION (GCI, LaECI, LorCI, NEPRC, OSP, TCI) (CHCJF) (IRJCF)
SOUTHWEST REGION (CCI, FMC, LeCI, LoCI, MaCI, RCI, WCI)
SOUTHEAST REGION (BeCI, CRC, HCF, NCI, PCI, SCI, SOCF) (CJCF)

INQUIRY PERIOD BEGINS:	**04/08/2013**
INQUIRY PERIOD ENDS:	**04/26/2013**
OPENING DATE:	**05/02/2013**
OPENING TIME:	**2:00 PM EST**
OPENING LOCATION:	**Ohio Department of Rehabilitation and Correction** **770 West Broad Street, 4th Floor** **Columbus OH 43222**
ATTN:	**Speranca Szana, CPPB** **Contract Analyst**

This Request for Proposal (RFP) consists of nine (9) Parts and five (5) Attachments. Please verify that you have a complete copy.

TABLE OF CONTENTS

PART

ONE:	**General Instructions**
TWO:	**RFP Time Frame Requirements**
THREE:	**Site Visit Information**
FOUR:	**Overview of Health Care Services**
FIVE:	**Scope of Services and Response Requirements**
SIX:	**Special Service Contract Terms and Conditions**
SEVEN:	**Evaluation of Proposals and Contract Award**
EIGHT:	**Proposal Evaluation Criteria**
NINE:	**Institution Demographics**

ATTACHMENTS

Attachment One	**Service Contract**
Attachment One-A	**Ohio Revised Code §109.36, §9.85, §9.86, and §9.87**
Attachment One-B	**Executive Order 2011-12K**
Attachment Two	**Offeror Profile Summary**
Attachment Three	**Declaration Statement**
Attachment Four	**Cost Summary Sheet**
Attachment Five	**Proposed Contractor Schedule for Services**

ODRC Document Library

In addition to the contents of this RFP, the Ohio Department of Rehabilitation and Correction (ODRC) has a library of materials that have a bearing on the Project. The library contains materials that are relevant to the contract services, but are not practical to include as part of this RFP. The document library contains the following:

- ACA Standards for Adult Correctional Institutions, 4th edition and subsequent yearly Supplements;
- ODRC policies and protocols;
- Liquidated Damage sample calculation.

Materials in the document library will be available to all prospective potential Contractors for review by appointment only. ODRC will maintain the document library during the inquiry period. Prospective potential Contractors who wish to view the materials in the document library may schedule an appointment with the Document Library contact person named under contacts.

Appointments will be scheduled at mutually convenient times during normal business hours, 8:00 a.m.- 4:00 p.m., Monday through Friday. Department personnel will not be available to answer questions on the content of the RFP, content of documents in the document library, or technical questions regarding the contracted services during these appointments.

Ohio Department of Youth Services (ODYS) policies are available upon request.

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
Address:	770 West Broad Street, Columbus OH 43222
Phone:	614-752-1655
Email:	speranca.szana@odrc.state.oh.us

The following Project Representative will represent ODYS during the Proposal process:

Name:	Steve Hrinko Agency Procurement Officer
Institution:	Central Office
Address:	30 West Spring Street 5th Floor, Columbus OH 43215
Phone:	614 466-7225
Email:	Steven.Hrinko@dys.ohio.gov

During the performance of the Contract, a Project Representative will represent ODRC and ODYS, herein known as the agencies, and will be the primary contact for matters relating to the Contract. The agencies will designate the Contract Monitor in writing at the time the contract is awarded.

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 the ODRC/ODYS 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 the agency’s 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 contractor 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.

The agencies may reject any Proposals or unsolicited Proposal amendments received after the deadline. The agencies 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.

The agencies 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. The agencies 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.

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 the agencies' 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 the agencies and will not be returned. The Offeror should not include proprietary information in a Proposal because the agencies maintain the right to use any materials or ideas submitted without compensation to the Offeror. Additionally, all Proposals will be open to the public after the agencies awards the Contract.

The agencies 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, the agencies may return, destroy, or otherwise dispose of the Proposals and copies.

E. Waiver of Defects

The agencies maintain the right to waive any defects in any Proposal or in the Offeror's submission process. The agencies will only waive immaterial defects if they believe that is in the agencies' interest.

F. Proposal Instructions

The Contractor must organize each Proposal in a manner consistent with the order of this RFP and any attachments, if any.

The agencies want clear and concise Proposals. Potential contractors 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.

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

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PART TWO: RFP TIME FRAME REQUIREMENTS

II. RFP TIME FRAME REQUIREMENTS

The RFP proposal schedule is below. The agencies may change this schedule at anytime. If the agencies change the schedule before the Proposal due date, the agencies will distribute the new schedule to all RFP recipients. Once the agencies award the Contract, the Contractor must negotiate any subsequent schedule changes.

A. Firm Dates

RFP Issued:	04/08/2013
Inquiry Period Begins:	04/08/2013
Site Visit Reservation:	As scheduled per PART THREE, III. Site Visit
	No later than 04/22/2013
Inquiry Period Ends:	04/26/2013
Proposal Due Date:	**05/02/2013 by 2:00 PM Eastern Standard Time**
Selection of Proposed Contractor	05/30/2013
Controlling Board	TBD, (if applicable)
Work Begins:	07/01/2013

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 agencies **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-13-0917 COMPREHENSIVE OPTOMETRY SERVICES"

The term of this contract is from 7/1/2013 to 6/30/2015 with two optional two-year renewals.

PART THREE: SITE VISIT

III. SITE VISIT

A site visit is available at the designated institution(s) / facilities as scheduled with the Health Services Administrator for ODYS or Deputy Warden of Special Services (DWSS) at each ODRC institution. Telephone numbers to the institutions are available on the ODRC website at: http://www.drc.state.oh.us

ODYS Contacts

Circleville Juvenile Correctional Facility	Robert Walker, RN	(740) 477-2500 Ext 7180	Robert.Walker@dys.ohio.gov
Cuyahoga Hills Correctional Facility	Dale LeChance	(216) 682-2223	Dale.LaChance@dys.ohio.gov
Indian River Juvenile Correctional Facility	Karen McCluney-Jackson	(330) 834-2712	Karen.McCluney-Jackson@dys.ohio.gov
Scioto Juvenile Correctional Facility	Vickie Donohue, RN	(740) 477-2500 Ext 7180	Vickie.Donohue@dys.ohio.gov

In accordance with each agency's policies, no knives, firearms, cameras/photo equipment, recording devices, cell phones, tobacco products, computers and/or pagers will be allowed in the agencies' institution.

All potential contractors are strongly encouraged to participate in site visits at the institutions and are encouraged to review PART NINE: INSTITUTION COUNT, prior to the visit.

To allow time for security to arrange for visitation passes, names of all visitors must be disclosed at the time of visit scheduling. The agencies 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), but must be scheduled no later than the date referred in PART TWO: RFP Time Frame Requirements.

Directions to the institutions are available on ODRC's website at: http://www.drc.state.oh.us/

On the ODYS website at:
http://www.ODYS.ohio.gov/dnn/InsideODYS/JuvenileCorrectionalFacilities/tabid/62/Default.aspx

Click on each Juvenile Correctional Facility for directions.

Participants shall not attempt to recruit employees of any current service provider during the visit and are not to interact with any of the current contractor's staff. Questions should be held until after the tour of the facility. At the post-tour meeting, the agencies will not answer questions that might potentially change the scope of this RFP. Those questions must be posted to the website as set forth in PART ONE: General Instructions, I.B. Inquiries/Clarifications. Potential Contractors are not to question institution personnel or any current contractor.

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PART FOUR: OVERVIEW OF HEALTH CARE SERVICES

IV. OVERVIEW OF SERVICES

Ohio Department of Rehabilitation and Correction (ODRC)

Most ODRC institutions have a full service infirmary/clinic, to include physician services, nursing services, medical record clerks, x-ray technicians, phlebotomists, medical secretaries, pharmacy services, OPTOMETRY services and dental services. The medical service area in most institutions have x-ray capabilities, on-site phlebotomy, EKG services and a multitude of basic medical equipment. Prescriptions are filled in a timely manner and laboratory services are available through ODRC's centralized lab.

The inmates require primary care treatment of acute illness and management of chronic, communicable or infectious diseases. The Contractor will screen severe or life-threatening health problems and appropriately refer patients to the institution's Chief Medical Officer or local emergency department as indicated by the patient's condition. Specialty medical services may be requested through the institution's Chief Medical Officer for specialty clinics held at Franklin Medical Center in Columbus. Board certified specialty physicians from the Ohio State University Medical Center provide specialty physician services. The ODRC uses local emergency hospitals to treat and/or stabilize emergency conditions. Should an inmate patient require a further extensive diagnostic evaluation, surgery, or extended hospital stay, he/she is stabilized at the local hospital and transferred to the Franklin Medical Center (FMC) or the Ohio State University Medical Center when able to safely travel.

At least one R.N. staffs every shift at an ODRC institution. For non-emergency medical care, inmates use a sign-up system to request treatment. Nursing staff triage patients as the first line of care. The nursing staff will refer patients who require further evaluation or treatment to physicians or physician extenders for the next level of service.

FMC is a skilled nursing facility which houses inmate patients with long-term health care needs, acute and pre and post operative care needs as well as palliative care.

All ODRC institutions have a dental clinic area that is furnished with basic dental equipment for the provision of primary dental care.

Ohio Department of Youth Services (ODYS)

ODYS is the juvenile correction system for the state of Ohio. ODYS is statutorily mandated to confine felony offenders, ages 10 to 21, who have been adjudicated and committed by one of Ohio's 88 county juvenile courts. During their stay with ODYS, youth are engaged in programming that is designed to address their criminological and behavioral needs. Each of the ODYS facilities also operates a year-round school that offers general curriculum as well as vocation opportunities. There are 464 youth incarcerated in four (4) correctional institutions. More than 500 offenders are under supervision by the Bureau of Parole. There are approximately 1,378 employees.
The Ohio Department of Youth Services staffs four (4) medical service clinics and a Central Medical Facility located at Scioto Juvenile Correctional Facility, as follows:

Scioto Juvenile Correctional Facility
5993 Home Road
Delaware, OH 43015
740-881-3250

Cuyahoga Hills Juvenile Correctional
4321 Green Road
Highland Hills, OH 44128
216-464-8200

Indian River Juvenile Correctional Facility
2775 Indian River Road, SW
Massillon, OH 44646
330-837-4211

Circleville Juvenile Correctional
PO Box 598
Circleville, OH 43113
740-477-2500

The services at each clinic include primary care, dental, nursing, optometry, and psychiatric services. Acute medical and psychiatric hospitalization services are referred to local hospitals. The ODYS Bureau of Medical Care and Dietary Services also must maintain compliance with ORC Chapters 2151-2152, SH Stipulation, OSHA, ADA, and ACA mandated requirements for treatment.

For the purposes of this RFP any reference to inmate(s) also includes a youth(s) residing in an ODYS facility.

PART FIVE: SCOPE OF SERVICES AND RESPONSE REQUIREMENTS

V. SCOPE OF SERVICES AND RESPONSE REQUIREMENTS

A. Objectives

It will be the Contractor's obligation to ensure that the people the Contractor provides are qualified to perform the services requested by this RFP:

The objective of this RFP is to solicit Proposals for the requested services to the agencies at the institution(s) and facilities set forth in PART NINE. The successful Proposal will form the basis of a contract for such services, and be the minimum acceptable standard expected of the Contractor throughout the term of the contract.

It is the intent of the agencies, as a result of this RFP to make an award to one contractor for EACH OF THE FOUR REGIONS. Multiple awards within each of the four regions may result from this RFP as the agencies will give the Contractors' the ability to only bid on specific institutions in each of the four regions. The agencies reserve the right to make such awards in the best interest of the State.

It is the intent of the agencies to acquire a complete and operational program for these requested services. The Contractor's proposal shall include any incidental items omitted from these specifications in order to deliver a working program and be in compliance with the specifications and requirements of this RFP. The Contractor's proposed service program, curriculum, staff and supplies must be fully identified, described and documented within the Proposal. **All staff, supplies and other required components of this RFP must be included in the not to exceed firm, fixed, total price**.

The Contractor must fully describe and document how they will fulfill the services as required by the RFP. The Contractor must provide services in a manner consistent with established standards of the American Correctional Association (ACA), ODRC/ODYS, and all federal, state and local laws.

The Contractor will schedule service times with the appropriate ODRC/ODYS institution/facility program administrative/healthcare staff within hours that inmates are available as dictated by count, meal, movement schedules, and support staff availability.

B. Proposal Format

Each Proposal must include sufficient data to allow the evaluation team to verify the total cost for the Contractor 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. Service Provider Profile Summary
6. Scope of Services:
   A. Comprehensive OPTOMETRY Services;
   B. Potential Problem Areas;
   C. Staffing Plan; and
   D. Project Management Methodology.
7. Payment Address
8. Cost Summary
9. Completed W-9 IRS Form

1. Cover Letter

The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing the same or similar services as requested in this RFP. All services must comply with ACA Standards, any relevant licensure laws and related agencies' policies, protocols and procedures. 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. 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, 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 the agencies 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;

e. Purchase Contract Compliance.

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. Attachment Two may be reproduced as needed to respond to the mandatory requirements and desirable requirements as stated in this RFP.

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 EIGHT of this RFP.

5. Service Provider Profile Summary

Offeror must provide adequate and qualified personnel to provide the services listed in this RFP. The Offeror's proposed staffing plan is to begin with the established and stated acceptable minimum level of personnel, found in the Staffing Plan portion of Work Plan, and 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.

At a minimum, the Offeror must name the following:

Lead Service Provider Profile (Responsible Clinical Contact). The Offeror must designate one qualified, Responsible Clinical Contact who will act as the contractor's service provider for this contract. Failure to provide one qualified, responsible lead optometrist will result in disqualification of the Proposal.

The Responsible Clinical Contact must have current Ohio licensure and either formal training or 24 months minimum experience in providing OPTOMETRY care to patients within the last five (5) years.

The Offeror must provide the following documentation for the Responsible Clinical Contact named in the Proposal:

1. A current resume or Curriculum Vitae for the proposed service provider. (Must include education, training, complete work history to include name of facility or organization, complete mailing address, name of an administrator or supervisor and a correct telephone number and an explanation of any gaps in employment.)
2. A copy of current applicable licensure.
3. A copy of any other relevant certificates of education, training etc.
4. A signed letter of commitment by the Responsible Clinical Contact to work for the Offeror at ODRC/ODYS.

***Note: For each proposed subcontractor, 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 PART FIVE.**

If Ohio licensure is required, any Responsible Clinical Contact proposed at the time of Proposal submission must hold the applicable and valid Ohio licensure. Please submit verification of the Responsible Clinical Contact'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.

The agencies 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.

Each Responsible Clinical Contact proposed by the Contractor at anytime during the term of the Contract and any subsequent extensions, must meet all of the applicable technical experience. The Offeror <u>is not to</u> propose personnel solely as a startup effort, with the intention

of introducing replacement personnel at the earliest possible opportunity. The quality and level of the awarded staffing plan must be provided, by the Contractor, throughout the term of the Contract, unless prior approved replacements are granted by ODRC/ODYS.

The Contractor will not remove or replace Responsible Clinical Contact from the Scope of Services without providing written notice to the agencies. The Contractor must provide documentation to the agencies as required by this RFP (i.e. current resume or CV, DEA certificate, applicable current Ohio licensure, etc.) before any Responsible Clinical Contact is approved to provide services within ODRC/ODYS institution/facility. The Contractor must notify the agencies immediately of any Responsible Clinical Contact who has any licensure problems and must stop provision of services immediately (e.g., unlicensed, professionally impaired or is criminally prosecuted).

The qualifications of Offeror personnel and/or subcontractors are material to the State's evaluation and subsequent award of the Contract. Any personnel and/or subcontractors identified in the Offeror's Proposal will be considered the standard by which any subsequent replacement personnel and/or subcontractors will be evaluated. ODRC/ODYS may determine that any proposed replacement optometrist meet the minimum qualifications of this RFP or substantially reduces the value the agencies perceived they would receive through the Scope of Services of the original individual(s) the Contractor proposed and on whose credentials the agencies decided to enter into a contract. Therefore, ODRC/ODYS will have the right to reject any replacement optometrist that the agencies determine will provide diminished value.

The Contractor will provide the institution with a resume, copy of licensure, certification or degree if applicable, a signed background investigation release statement, and written verification of successful completion of a drug screen test for any person recommended for placement at the institution or facility at any time during the term of this contract and any subsequent extensions. The ODRC/ODYS may request a drug screen test of any on-site provider that displays behaviors that indicate the use of drugs at any time during the term of this contract and any subsequent renewals. The cost of the drug screen test will be the responsibility of the Contractor. The drug screening must test for cocaine, amphetamines, PCP, THC (marijuana), and opiates. The institution or facility will run computerized criminal history checks on each prospective service provider at no charge to the Contractor for the background investigation report. All Contractor's personnel and sub-contractors must pass background checks and comply with security regulations.

The Contractor must show proof of current inoculations and/or screening tests for infectious diseases (e.g. Tuberculosis screening, Hepatitis B vaccinations, and any other inoculation or screening test as required by the Department) for each member of the Contractor's health care staff or other service providers as required by ODRC/ODYS policy (both professional and clerical). The Contractor is required to update personnel files as necessary for the above.

The Offeror, its personnel and/or subcontractors are not employees of ODRC/ODYS with regard to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code for state and federal tax law, state workers' compensation law, and state unemployment insurance law. The Offeror and subsequent Contractor accepts full responsibility for payment of all taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or deductions required for employees engaged by an Independent Contractor. The ODRC/ODYS shall not be liable for any taxes or premiums incurred by the Offeror and subsequent Contractor.

6. Scope of Services

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 at 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 service requirements.

A. COMPREHENSIVE OPTOMETRY SERVICES

The Offeror agrees to provide comprehensive optometry services for the designated correctional institution(s) / facilities. The Offeror agrees to provide the specified services below and any other optometry services as part of the Offeror's total price for providing a comprehensive inmate optometry care program:

1) **Service Requirement**: Through the use of one or more Ohio licensed optometrist(s), the Offeror will provide comprehensive optometry services to the inmate population of the designated institution(s) / facilities.

2) **Service Requirement**: One or more Ohio licensed optometrist(s) will be utilized at a designated institution. If more than one then one will be designated as the Responsible Clinical Contact over the Offeror's services.

   At the time of Proposal submission, the Offeror will provide a copy of the full credentials of the optometrist(s), including a copy of the Ohio license, letter of commitment from the practitioner (if different from the Offeror that they understand they are being proposed and that they agree to provide services at the designated institution) and a CV which should include a full work history, education and any advanced training.

3) **Service Requirement**: The Offeror will provide optometry services in compliance with all federal, state, and local laws, rules of the Ohio Administrative Code, state licensure, certification, ODRC/ODYS policies, standard operating procedures and protocols, the agencies' Management Audit Standards pertaining to the services specified in this RFP as currently enacted and promulgated and as they may subsequently be amended and adopted, the American Correctional Association (ACA) standards, and generally accepted community standards.

   Based on institutional need, but not less than once every thirty (30) days, the Offeror must provide regularly scheduled, on-site clinical optometry services at the institution(s) / facilities. Optometry services will also be scheduled within hours that support staff and inmates are available as dictated by count, meal and movement schedules of inmates.

4) **Service Requirement**: If the waiting period for an inmate to meet with an optometrist exceeds thirty (30) days for non-emergent care, and/or the total number of inmates waiting for non-urgent care exceeds 20 patients, then the Offeror will provide additional services, within 7 business days, of being notified by the institution(s) of the backlog and/or excessive waiting time. In the event the contract is awarded to an Offeror who is not currently providing optometry services at the designated institution(s), an initial sixty (60) day grace period will be granted regarding the backlog/waiting requirements at the start of the contract term to allow the Contractor to determine the actual service needs of the institution(s) / facilities.

5) **Service Requirement**: The Offeror will oversee all aspects of inmate direct clinical optometric care which ensures that such care is appropriate and medically necessary. Optometry services must be provided by Ohio licensed optometrist(s) within the scope of practice as allowed by federal, state, and local laws.

6) **Service Requirement**: The Offeror will provide on-site optometry services to the fullest extent as allowed by both the law and the facilities and equipment to include, but not be limited to: patient evaluation, consultation, treatment, glaucoma checks, eye exams, diabetic eye exams and care, vision screenings, prescription of corrective lenses as required, patient education, any other examinations and treatments that are medically necessary, and minor surgical procedures as allowed by the optometrist's licensure. Extensive, complicated surgical procedures and referral for specialty ophthalmology consults may be referred out as allowed by ODRC/ODYS policies and protocols.

7) **Service Requirement**: The Offeror will provide and direct on-going optometry services in the case of any inmate with documented serious chronic disease processes only as medically necessary and indicated. The Offeror will not otherwise provide continued examinations or treatments of patients without a referral from the institutional physician or an ophthalmologist.

8) **Service Requirement**: The Offeror will ensure that all patient assessments, consultations, treatments, doctor's orders, and other services are legibly documented in each patient's chart at the time the services are provided, including date, signature and credentials of the physician.

9) **Service Requirement**: The Offeror will provide services in cooperation with other ODRC/ODYS staff and medical contractors.

10) **Service Requirement**: All medications will be prescribed by the Offeror in compliance with ODRC/ODYS Drug Formulary.

11) **Service Requirement**: The Offeror understands that ODRC or ODYS do not provide an employee health services program. The Offeror shall not provide optometry services within the institution(s)/facilities to any staff, visitors, other medical contractors, or volunteers.

12) **Service Requirement**: The Offeror will provide a telephone number and/or email address for contacting the Responsible Clinical Contact to consult regarding patient care during normal business hours.

13) **Service Requirement**: Prescriptions for corrective lenses and frames,
For **ODRC**, prescriptions for corrective lenses and frames will be filled by the ODRC Ohio Penal Industries with the appropriate documentation from the Offeror's optometrist(s). This cost will be the responsibility of the ODRC.

For **ODYS** prescription for corrective lenses and frames will be filled by Institutional Eye Care Associates with the appropriate documentation from the Offeror's optometrists(s). This cost will be the responsibility of ODYS.

14) **Service Requirement**:
For **ODRC,** the Offeror will make referrals for specialty consults or extensive procedures, as medically necessary, to the Ohio State University Medical Center (OSUMC) ophthalmologist(s) and clinics provided at the Franklin Medical Center (FMC). Emergencies should be referred to the local hospital emergency department or to the OSUMC, if the patient's condition is stable enough to allow for transportation. ODRC will be responsible for the cost of treatments delivered at FMC, OSU or local hospital as the result of appropriate referrals.

For **ODYS,** the Offeror will make referrals for specialty consults or extensive procedures, as medically necessary, to the Ohio State University Medical Center (OSUMC) ophthalmologist(s) or other approved clinics as determined by ODYS. Emergencies shall be referred to the local hospital emergency department. ODYS will be responsible for the cost of treatments delivered at OSUMC or local hospitals as a result of appropriate referrals.

15) **Service Requirement**: The Offeror will provide patient and staff education as requested by the ODRC/ODYS.

16) **Service Requirement**:
For **ODRC,** the Offeror will assist the institution's Chief Medical Officer in the review of specialty physician consult recommendations to determine medical necessity and appropriateness with regard to eye care and conditions.

For **ODYS,** the Offeror will assist the Facilities Physician in the review of specialty physician consult recommendations to determine medical necessity and appropriateness with regard to eye care and conditions.

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

1. The Offeror must provide a description of a staffing plan that demonstrates an understanding of the scope of services based on the Institution Demographics provided in PART NINE of this RFP. If an Offeror has been awarded or, is being considered for award of, additional health care contracts for the State of Ohio, the ODRC/ODYS may require, prior to award, a revised staffing plan or, a written statement that confirms the Offeror's ability to provide the expected level of service for the ODRC/ODYS contract.

2. The contractor must provide a detailed staffing plan on how on-site services will be provided. The plan must meet the stated minimum level of personnel as referenced in this RFP and include the most efficient mix of both numbers of service providers and experience and/or licensure level of providers required to comply with the RFP. In addition, the contractor must provide the number of on-site provider hours that will be provided on a weekly basis for each position. Use Attachment Five to show schedule date and time for each onsite provider. The final schedule will be mutually agreed upon between the institutional program administrative staff and selected provider.

   *** Note:** Prior to implementing changes to the staffing plan after the award of the Contract, the ODYS facilities Health Services Administrator or Medical Director and the ODRC Office of Correctional Health Care must approve the change.

3. The Contractor will provide OPTOMETRY services in compliance with all federal, state, and local laws; rules of the Ohio Administrative Code, state licensure, certification, the ODRC/ODYS policies, standard operating procedures and protocols; the agencies' Management Audit Standards pertaining to the services specified in this RFP as currently enacted and promulgated and as they may subsequently be amended and adopted, the American Correctional Association (ACA) and generally accepted community standards.

4. If lower level service providers are proposed, the plan must demonstrate that appropriate oversight will be provided as required by any Federal and Ohio laws and licensing boards. If physician extenders are being proposed, include the scope of services that can be provided and how physician clinical oversight will be provided as required by Ohio laws and/or licensing boards.

5. Recruitment plan.

6. Detailed plan for addressing excessive backlogs or delays in the provision of services as specified in the Scope of Services or in the temporary absence of the usual service provider(s).

7. Describe the orientation process for new on-site staff and/or subcontractors to the correctional healthcare environment including attending orientation as required by ODRC Policy 39-TRN-12.

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.

If the Offeror chooses to use any subcontractors then describe its approach to effectively manage its subcontractors.

7. **Payment Address**
The Offeror must provide an address for contract payments in exchange for contract services.

8. **Cost Summary**
Using the form provided as Attachment Four: Cost Summary Comprehensive OPTOMETRY Services, Offerors must indicate cost in the form of a **monthly** comprehensive rate. Offerors may not reformat this form. Reformatting may result in the rejection of the Offeror's Proposal. In addition, the Offeror must provide on Attachment Four the number of hours of service **per month** to be provided at each institution and the total cost for twenty-four (24) months of service. The said total cost must be equal to the cost per month multiplied by 24 months.

The successful Offeror will invoice for services on a monthly basis. The schedule is for the convenience of the Contractor 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 ODRC/ODYS will not be liable for any costs the Offeror does not include on Attachment Four.

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

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PART SIX: SPECIAL SERVICE CONTRACT TERMS AND CONDITIONS

VI. SPECIAL SERVICE CONTRACT TERMS AND CONDITIONS as follows:

Orientation: The Offeror agrees that all on-site providers must attend an orientation session prior to entering the institution in accordance with ODRC Policy 39-TRN-12. The Offeror shall be financially responsible for the time to attend this orientation. The institution will provide the instructors and the training site.

Invoice Adjustments: The ODRC/ODYS may deduct from its payment on an invoice for vacancies in the minimum posts specified in the Staffing Plan. The amount to be deducted shall be the cost of the position as reported in the hourly-rate section of the pricing pages. This adjustment shall not be considered a form of liquidated or actual damages to compensate the agencies for the consequences of the vacancy, but is a payment adjustment for a service not provided or received, as required by the Contract.

Penalties: If the Contractor fails to satisfy its obligations, the ODRC/ODYS may, in addition to its right to declare the Contractor in default, impose against the Contractor monetary penalties. The agencies may waive or reduce penalties at its discretion for unusual circumstances. Hourly penalties shall be determined individually for each facility receiving services (for podiatrists). The Contractor must provide the number of hours of service that will be provided at each of the institutions as documented on Attachment which will be used for calculating penalties when services are not provided in accordance with the Contract. After thirty (30) days, a staff vacancy may also be subject to an assessment of liquidated damages without the necessity of written notice.

Liquidated Damages: In the event of a breach by Contractor in any of the defined areas, the ODRC/ODYS may assess, as liquidated damages, the monetary amounts calculated by the formula below. In the interest of promoting cooperation and the successful accomplishment of the objectives of the Contract, the ODRC/ODYS will have discretion to apply or waive liquidated damages for any occasion of Breach. The agencies are not obligated to assess liquidated damages before availing itself of any other remedy. Liquidated damages may continue to be assessed until the Contractor cures the breach.

Liquidated damages are intended to represent solely the damages sustained by the ODRC/ODYS in losing the benefits of the Contract.

Definitions

1. **Breach of Contract –** The Contractor shall be deemed to have breached the Contract, if any of the following occurs:
   - Failure to perform in accordance with any term, condition or provision of the Contract;
   - Partial performance of any term, condition or provision of the Contract; or
   - Any act prohibited or restricted by the Contract.

2. **Failure to Staff –** The Contractor has failed to staff the area in question, in accordance with the approved Staffing Plan or failed to hire within the required time frames thereby having a Position Vacancy.

3. **Failure of Staff to Perform –** The staff of the Contractor assigned to the area has not performed the duties as required by the Contract.

4. **Failure to Document –** The Contractor has failed to complete or failed to accurately complete the required reports, logs, files or other required written, audio and video documentation.

5. **Failure to Report –** The Contractor has failed to submit required reports; failure to report incidents or other information to the ODRC/ODYS as required by the Contract.

6. **Failure to Comply with Standards –** The Contractor has failed to comply with any of the following standards: Federal, State or local law and ordinances, ACA Standards, NCCHC Standards (if applicable), ODRC/ODYS Policy Directives and Standard Operating Procedures and Protocols, or Legal Settlements, and Operating Procedures, ODRC Director's Office Memorandum, Ohio Administrative rules, ODRC Chronic Care Guidelines, and ODRC Transportation Policy.

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

- ***Breach Weight*** times **Daily Breach Value** times ***Duration of Breac*h** = ***Penalty***

Breach Weight values are hereby noted below:

Breach	Weight
Failure to Staff	5
Failure of Staff to Perform	5
Failure to Document	4
Failure to Report	3
Failure to Comply with Standards	5
Total Breach Weight:	22

Daily Contract Value is determined by the total Contract Value divided by 365 days in effect.
Daily Breach Value is determined by the Daily Contract Value divided by the Total Breach Weight

A sample calculation is available in the ODRC document library.

PART SEVEN: EVALUATION OF PROPOSALS AND CONTRACT AWARD

VII. EVALUATION OF PROPOSALS AND CONTRACT AWARD

A. Rejection of Proposals

The ODRC/ODYS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the agencies believe are excessive in price or otherwise not in its interests to consider or accept. Additionally, ODRC/ODYS 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

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 the agencies believe doing so does not result in an unfair advantage for the Offeror and it is in ODRC/ODYS' interests.

During the evaluation process, unless clarifying information is requested by the ODRC/ODYS 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 the ODRC/ODYS 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 agencies will review all Proposals for their format and completeness. The agencies 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 EIGHT 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, 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 cost for the Scope of 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 EIGHT: PROPOSAL EVALUATION CRITERIA. The value assigned to each criterion is only a value used to determine which Proposal is the most advantageous to the agencies in relation to other Proposals that the ODRC/ODYS 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 five (5) years, for which the Offeror is providing, or has provided under any previous corporate name or identity, similar services. Using the form provided as Attachment 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/ODYS, the ODRC Office of Correctional Health Care and the ODYS Bureau of Medical Care and Dietary Services will complete the questionnaire based on the Offeror's performance history. The ODRC/ODYS 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 Contract Performance score in PART EIGHT 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. Background Investigations

All Contractor personnel must pass a background investigation conducted by ODRC/ODYS as a requisite under the Contract. The agencies will conduct a computerized check through a national database and with applicable Ohio licensing agencies. The cost of this investigation will not be the responsibility of the Offeror.

I. 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.

J. 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 a priced Proposal or any other material information derived from competing Proposals. The Offeror as described below will reduce any oral modification of a Proposal to writing.

It is entirely within the discretion of the evaluation 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 interest of the ODRC/ODYS 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/ODYS 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.

The ODRC/ODYS may disqualify from consideration any Offeror who 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.

K. Contract Award

The Contract will be awarded to the Offeror whose Proposal is the lowest cost per point ratio to the ODRC/ODYS. The ODRC/ODYS plan is to award the Contract no later than the date specified in PART TWO of this RFP, if the agencies decide the Contract is in their 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 Contractor holds with ODRC or with ODYS will total $50,000 for each agency 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/ODYS will issue an award letter to the selected Contractor. The Contract will not be binding on the agencies until the agencies' duly authorized representative signs the Contract, the agencies issue 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/ODYS expect the Contractor to commence the work on the Work Begins date specified in PART TWO of this RFP and ODRC/ODYS 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 Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. The RFP and Proposal will be attached and incorporated into the standard ODRC/ODYS 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.

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PART EIGHT: PROPOSAL EVALUATION CRITERIA
COMPREHENSIVE OPTOMETRY SERVICES

VIII. Proposal Evaluation Criteria

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

Criteria	Weight	Does Not Meet	Meets	Score
1. Cover Letter.	1	0	1	
2. Letter, signed and dated statement that the proposed practitioner (whether they are an employee, sub-contractor, or the Offeror) is aware they are being proposed and that they agree to provide the service at this location 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).	1	0	1	
5. Service Provider Profile Summary for Offeror's Responsible Clinical Contact.	1	0	1	
6. Scope of Service (Optometry Services / Problem Areas / Staffing Plan / Methods).	1	0	1	
7. Payment Address.	1	0	1	
8. Cost Summary.	1	0	1	
9. Completed/Signed W-9 Form.	1	0	1	

SCOPE OF SERVICES

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
1. Through the use of one or more Ohio licensed optometrist(s), the Offeror will provide comprehensive optometry services to the inmate population of the designated institution(s) / facilities.	1	0	5	N/A	N/A	
2. One or more Ohio licensed optometrist(s) will be utilized at a designated institution. If more than one then one will be designated as the Responsible Clinical Contact over the Offeror's services. At the time of Proposal submission, the Offeror will provide a copy of the full credentials of the optometrist(s), including a copy of the Ohio license, letter of commitment from the practitioner (if different from the Offeror that they understand they are being proposed and that they agree to provide services at the designated institution) and a CV which should include a full work history, education and any advanced training.	3	0	5	N/A	N/A	
3. The Offeror will provide optometry services in compliance with all federal, state, and local laws, rules of the Ohio Administrative Code, state licensure, certification, ODRC/ODYS policies, standard operating procedures and protocols, the agencies' Management Audit Standards pertaining to the services specified in this RFP as currently enacted and promulgated and as they may subsequently be amended and adopted, the American Correctional Association (ACA) standards, and generally accepted community standards. Based on institutional need, but not less than	1	0	5	N/A	N/A	

once every thirty (30) days, the Offeror must provide regularly scheduled, on-site clinical optometry services at the institution(s) / facilities. Optometry services will also be scheduled within hours that support staff and inmates are available as dictated by count, meal and movement schedules of inmates.						

SCOPE OF SERVICES

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
4. If the waiting period for an inmate to meet with an optometrist exceeds thirty (30) days for non-emergent care, and/or the total number of inmates waiting for non-urgent care exceeds 20 patients, then the Offeror will provide additional services, within 7 business days, of being notified by the institution(s) of the backlog and/or excessive waiting time. In the event the contract is awarded to an Offeror who is not currently providing optometry services at the designated institution(s), an initial sixty (60) day grace period will be granted regarding the backlog/waiting requirements at the start of the contract term to allow the Contractor to determine the actual service needs of the institution(s) / facilities.	2	0	5	N/A	N/A	
5. The Offeror will oversee all aspects of inmate direct clinical optometric care which ensures that such care is appropriate and medically necessary. Optometry services must be provided by Ohio licensed optometrist(s) within the scope of practice as allowed by federal, state, and local laws.	2	0	5	N/A	N/A	
6. The Offeror will provide on-site optometry services to the fullest extent as allowed by both the law and the facilities and equipment to include, but not be limited to: patient evaluation, consultation, treatment, glaucoma checks, eye exams, diabetic eye exams and care, vision screenings, prescription of corrective lenses as required, patient education, any other examinations and treatments that are medically necessary, and minor surgical procedures as allowed by the optometrist's licensure. Extensive, complicated surgical procedures and referral for specialty ophthalmology consults may be referred out as allowed by ODRC policies and protocols.	1	0	5	N/A	N/A	
7. The Offeror will provide and direct on-going optometry services in the case of any inmate with documented serious chronic disease processes only as medically necessary and indicated. The Offeror will not otherwise provide continued examinations or treatments of patients without a referral from the institutional physician or an ophthalmologist.	1	0	5	7	9	

SCOPE OF SERVICES

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
8. The Offeror will ensure that all patient assessments, consultations, treatments, doctor's orders, and other services are legibly documented in each patient's chart at the time the services are provided, including date, signature and credentials of the physician.	1	0	5	N/A	N/A	
9. The Offeror will provide services in cooperation with other ODRC/ODYS staff and medical contractors.	1	0	5	N/A	N/A	
10. All medications will be prescribed by the Offeror in compliance with ODRC/ODYS Drug Formulary.	2	0	5	N/A	N/A	
11. The Offeror understands that ODRC or ODYS do not provide an employee health services program. The Offeror shall not provide optometry services within the institution(s)/facilities to any staff, visitors, other medical contractors, or volunteers.	2	0	5	N/A	N/A	
12. The Offeror will provide a telephone number and/or email address for contacting the Responsible Clinical Contact to consult regarding patient care during normal business hours.	2	0	5	N/A	N/A	
13. Prescriptions for corrective lenses and frames: For **ODRC**, prescriptions for corrective lenses and frames will be filled by the ODRC Ohio Penal Industries with the appropriate documentation from the Offeror's optometrist(s). This cost will be the responsibility of the ODRC. For **ODYS** prescription for corrective lenses and frames will be filled by Institutional Eye Care Associates with the appropriate documentation from the Offeror's optometrists(s). This cost will be the responsibility of ODYS.	2	0	5	N/A	N/A	
14. Referrals for specialty consults or extensive procedures: For **ODRC,** the Offeror will make referrals for specialty consults or extensive procedures, as medically necessary, to the Ohio State University Medical Center (OSUMC) ophthalmologist(s) and clinics provided at the Franklin Medical Center (FMC). Emergencies should be referred to the local hospital emergency department or to the OSUMC, if the patient's condition is stable enough to allow for transportation. ODRC will be responsible for the cost of treatments delivered at FMC, OSU or local hospital as the result of appropriate referrals. For **ODYS,** the Offeror will make referrals for specialty consults or extensive procedures, as medically necessary, to the Ohio State University Medical Center (OSUMC) ophthalmologist(s) or other approved clinics as	1	0	5	N/A	N/A	

determined by ODYS. Emergencies shall be referred to the local hospital emergency department. ODYS will be responsible for the cost of treatments delivered at OSUMC or local hospitals as a result of appropriate referrals.						
15. The Offeror will provide patient and staff education as requested by the ODRC/ODYS.	2	0	5	N/A	N/A	
16. Review of specialty physician consult recommendations: For **ODRC,** the Offeror will assist the institution's Chief Medical Officer in the review of specialty physician consult recommendations to determine medical necessity and appropriateness with regard to eye care and conditions. For **ODYS,** the Offeror will assist the Facilities Physician in the review of specialty physician consult recommendations to determine medical necessity and appropriateness with regard to eye care and conditions.	1	0	5	N/A	N/A	

STAFFING PLAN

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
1. **A staffing plan based on Institution Demographics (See PART NINE).** A detailed plan on how on-site services will be provided. The plan must meet minimum staffing levels and include the most efficient mix of both numbers of service providers and experience and / or licensure level of providers required to comply with this RFP. The Offeror must provide the number of on-site provider hours that will be provided on a weekly basis for each position that includes the day-of-the-week and time for each onsite provider. (See Attachment Five).	20	0	5	7	9	
2. Detail Offeror's recruitment program.	2	0	5	7	9	
3. Plan to address excessive patient backlog/waiting times.	2	0	5	7	9	
4. Orientation plan for new on-site staff including attending orientation as required by ODRC Policy.	1	0	5	7	9	
5. If lower level service providers are proposed, the plan must demonstrate that appropriate oversight will be provided as required by any Federal and Ohio laws and licensing boards. If physician extenders are being proposed, include the scope of services that can be provided and how physician clinical oversight will be provided as required by Ohio laws and/or licensing boards.	2	0	5	7	9	

POTENTIAL PROBLEMS

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
1. Identify and discuss any potential problem areas and recommend solutions.	1	0	5	7	9	

PROJECT METHODOLOGY

Criteria	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 on-site and off-site. 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.	5	0	5	7	9	

OFFEROR EXPERIENCE REQUIREMENT

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
Minimum of twenty-four (24) month documented experience in providing similar clinical comprehensive optometry services. (See Attachment Two).	5	0	5 (24 mos)	7 (25-60 mos)	9 (61 & up mos)	

CONTRACT PERFORMANCE

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
Contract performance history. (Results of the reference checks). (See Attachment Two).	35	0	5	7	9	

PERSONNEL REQUIREMENTS FOR RESPONSIBLE CLINICAL CONTACT

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
1. Optometrist proposed with current Ohio licensure.	1	0	5	N/A	N/A	
2. Optometrist has either formal training or a minimum of twenty-four (24) months documented experience providing optometry services to patients within the last five (5) years.	1	0	5	N/A	N/A	
3. Optometrist has no significant reports with Ohio licensing board or pending actions against licensure.	1	0	5	N/A	N/A	

PART NINE: INSTITUTION DEMOGRAPHICS

Region	*Institutions*	*Population as of 1/7/2013*	*Average # Inmates Seen Each Month*	*Average # Hours On-site Each Month*
NORTHWEST				
AOCI	Allen/Oakwood Correctional Institution	1,553	55	18
DCI	Dayton Correctional Institution	855	15	4
ManCI/Camp	Mansfield Correctional Institution	2,488	48	9
MCI/Camp	Marion Correctional Institution	2,565	64	9
ORW	Ohio Reformatory for Women	2,324	64	14
RiCI	Richland Correctional Institution	2,519	61	12
ToCI	Toledo Correctional Institution	1,259	16	7
NORTHEAST				
GCI/Camp	Grafton Correctional Institution	1,933	35	7
LorCI	Lorain Correctional Institution	1,567	53	8
NEPRC	Northeast Pre-Release Center	552	28	5
OSP	Ohio State Penitentiary	471	8	4
TCI	Trumbull Correctional Institution	1,057	26	7
SOUTHWEST				
CCI	Chillicothe Correctional Institution	2,669	39	8
FMC	Franklin Medical Center	492	12	3
LeCI/Camp	Lebanon Correctional Institution	2,576	34	13
LoCI	London Correctional Institution	2,265	37	9
MaCI	Madison Correctional Institution	2,329	30	8
RCI	Ross Correctional Institution	2,046	40	12
WCI	Warren Correctional Institution	1,402	16	6
SOUTHEAST				
BeCI/Camp	Belmont Correctional Institution	2,684	40	7
CRC	Correctional Reception Center	1,784	30	6
HCF	Hocking Correctional Facility	434	37	4
NCI	Noble Correctional Institution	2,473	32	8
PCI	Pickaway Correctional Institution	2,073	34	8
SCI	Southeast Correctional Institution	1,571	15	6
SOCF	Southern Ohio Correctional Facility	1,353	15	5

ODYS		*Population as of 1/31/2013*	*FY 12 Total*	*FY13 6-months*
CJCF	Circleville Juvenile Correctional Facility - Male	114	17	0
CHCJF	Cuyahoga Hills Correctional Facility - Male	160	79	17
IRJCF	Indian River Juvenile Correctional Facility - Male	136	126	59
SJCF	Scioto Juvenile Correctional Facility – Male & Female	53	173	96

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 - Operation Support Center, Office of Correctional Health Care AND THE OHIO DEPARTMENT OF YOUTH SERVICES - Bureau of Medical Care and Dietary Services

And

THIS AGREEMENT is made and entered into effective **July 1, 2013** by and between the Ohio Department of Rehabilitation and Correction, **Operation Support Center, Office of Correctional Health Care** located at **770 West Broad Street, Columbus OH 43222** and the Ohio Department of Youth Services, **Bureau of Medical Care and Dietary Services** located at **30 West Spring Street 5th Floor, Columbus OH 43215** (hereinafter collectively referred to as "Agency"), and _____ (hereinafter referred to as "Contractor"), located at _____ (hereinafter referred to as "Contract").

WHEREAS, Agency desires to engage Contractor to provide **On-Site OPTOMETRY Services**;

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:

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-13-0917_____) 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 persons for this Contract are the **ODRC Institution Health Care Administrator and the ODYS Medical Director** who are 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. **Contract includes an option to renew for any time period up to two (2) additional, two-year periods upon mutual agreement.**

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

ARTICLE 4: COMPENSATION

4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of **$_____.**

4.2 The total amount due was computed according to the following payment schedule: **_____.**

4.3 Contractor shall submit an invoice for the compensation incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services and/or goods provided and total amount due. Upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.

4.4 Invoice Requirements. The Contractor must submit an original invoice with three copies (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

4.4.1 The purchase order number authorizing the delivery of goods or services. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

4.5 Payment Due Date. Payments under this Contract will be due on the 30th calendar day after the later of: Upon receipt of proper invoice for services delivered in the month prior.

4.5.1 The date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.

4.5.2 The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.

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

ARTICLE 5: CERTIFICATION OF FUNDS

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

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

6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.

6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.

6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.

6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.

6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.

6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.

6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.

6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

ARTICLE 7: RELATIONSHIP OF PARTIES

7.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

7.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.

7.3 While Contractor shall be required to provide services and/or goods described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's provision of services and/or goods hereunder.

7.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

7.5 License number _____. The Contractor will maintain any professional licensing required to fulfill the Contract.

7.6 The Contractor recognizes the security requirements for entering Agency's facilities and acknowledges receipt of the "Standards of Conduct for Contractor" (DRC 4376). The Contractor agrees to comply with these standards and with safety rules and procedures. Due to institutional security requirements, the Agency staff may require the Contractor to document when the Contractor or any subcontractor is on state property.

7.7 The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.

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

ARTICLE 8: RECORD KEEPING

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

ARTICLE 9: RELATED AGREEMENTS

9.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article II, Scope of Services and/or Goods, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.

9.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.

9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

10.3 Any 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 an 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 / DELEGATION

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

ARTICLE 23: FINDINGS FOR RECOVERY

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

ARTICLE 24: DEBARMENT

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

ARTICLE 25: FORCE MAJEURE

If the Agency or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restrain of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

ARTICLE 26: "SWEATSHOP - FREE" PURCHASING

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

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

Deputy Director of Finance and Planning:	Date:
Legal Services:	Date:
Deputy Director, Facilities, Programs and Operations:	Date:
Director, Ohio Department of Youth Services:	Date:

ATTACHMENT ONE-A
Ohio Revised Code Sections 109.36, 9.85, 9.86, and 9.87

109.36 Defense of officers and employees definitions.

As used in this section and sections 109.361 to 109.366 of the Revised Code:

(A)(1) "Officer or employee" means any of the following:

(a) A person who, at the time a cause of action against the person arises, is serving in an elected or appointed office or position with the state or is employed by the state.

(b) A person that, at the time a cause of action against the person, partnership, or corporation arises, is rendering medical, nursing, dental, podiatric, optometric, physical therapeutic, psychiatric, or psychological services pursuant to a personal services contract or purchased service contract with a department, agency, or institution of the state.

(c) A person that, at the time a cause of action against the person, partnership, or corporation arises, is rendering peer review, utilization review, or drug utilization review services in relation to medical, nursing, dental, podiatric, optometric, physical therapeutic, psychiatric, or psychological services pursuant to a personal services contract or purchased service contract with a department, agency, or institution of the state.

(d) A person who, at the time a cause of action against the person arises, is rendering medical services to patients in a state institution operated by the department of mental health, is a member of the institution's staff, and is performing the services pursuant to an agreement between the state institution and a board of alcohol, drug addiction, and mental health services described in section 340.021 of the Revised Code.

(2) "Officer or employee" does not include any person elected, appointed, or employed by any political subdivision of the state.

(B) "State" means the state of Ohio, including but not limited to, the general assembly, the supreme court, the offices of all elected state officers, and all departments, boards, offices, commissions, agencies, institutions, and other instrumentalities of the state of Ohio. "State" does not include political subdivisions.

(C) "Political subdivisions" of the state means municipal corporations, townships, counties, school districts, and all other bodies corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.

(D) "Employer" means the general assembly, the supreme court, any office of an elected state officer, or any department, board, office, commission, agency, institution, or other instrumentality of the state of Ohio that employs or contracts with an officer or employee or to which an officer or employee is elected or appointed.

Effective Date: 04-09-2003

9.85 Immunity of public officers and employees definitions.

As used in this section and sections 9.86 and 9.87 of the Revised Code:

(A) "Officer or employee" has the same meaning as in division (A) of section 109.36 of the Revised Code.

(B) "State" has the same meaning as in division (B) of section 109.36 of the Revised Code.

(C) "Political subdivision" has the same meaning as in division (C) of section 109.36 of the Revised Code.

(D) "Employer" has the same meaning as in division (D) of section 109.36 of the Revised Code.

(E) "Motor vehicle" includes automobiles, trucks, motor vehicles with auxiliary equipment, self-propelling equipment or trailers, aircraft, or watercraft.

Effective Date: 03-13-1980

9.86 Immunity of public officers and employees.

Except for civil actions that arise out of the operation of a motor vehicle and civil actions in which the state is the plaintiff, no officer or employee shall be liable in any civil action that arises under the law of this state for damage or injury caused in the performance of his duties, unless the officer's or employee's actions were manifestly outside the scope of his employment or official responsibilities, or unless the officer or employee acted with malicious purpose, in bad faith, or in a wanton or reckless manner.

This section does not eliminate, limit, or reduce any immunity from civil liability that is conferred upon an officer or employee by any other provision of the Revised Code or by case law. This section does not affect the liability of the state in an action filed against the state in the court of claims pursuant to Chapter 2743. of the Revised Code.

Effective Date: 03-13-1980

9.87 Indemnification of public officers and employees.

(A) The state, except as provided in division (B) of this section, shall indemnify an officer or employee from liability incurred in the performance of official duties by paying any judgment in, or amount negotiated in settlement of, any civil action arising under federal law, the law of another state, or the law of a foreign jurisdiction. The reasonableness of the amount of any consent judgment or settlement is subject to the review and approval of the attorney general and of the director, administrative chief, or governing body of the employer of the officer or employee who is to be indemnified. The maximum aggregate amount of indemnification paid directly from state funds to or on behalf of any officer or employee pursuant to this division shall be one million dollars per occurrence, regardless of the number of persons who suffer damage, injury, or death as a result of the occurrence.

(B) The state shall not indemnify an officer or employee under any of the following circumstances:

(1) To the extent the officer or employee is covered by a policy of insurance for civil liability purchased by the state;

(2) When the officer or employee acts manifestly outside the scope of the officer's or employee's employment or official responsibilities, with malicious purpose, in bad faith, or in a wanton or reckless manner, as determined by the employer of the officer or employee or by the attorney general.

(3) For any portion of a judgment that represents punitive or exemplary damages, except that this prohibition does not apply if the employer of the officer or employee and the attorney general determine that the acts or omissions of the officer or employee were not within the terms of division (B)(2) of this section;

(4) For any portion of a consent judgment or settlement that is unreasonable.

(C) The director of administrative services may purchase a policy or policies of insurance on behalf of officers and employees of the state from an insurer or insurers licensed to do business in this state providing coverage for amounts in excess of one million dollars per occurrence incurred in connection with any civil action, demand, or claim against the officer or employee by reason of an act or omission by the officer or employee occurring in the performance of the officer's or employee's duties and not coming within the terms of division (B)(2) of this section.

(D) This section does not affect any of the following:

(1) The waiver arising under division (A)(1) of section 2743.02 of the Revised Code;

(2) Any defense that would otherwise be available in an action alleging personal liability of an officer or employee;

(3) The operation of section 9.83 of the Revised Code.

(E) The indemnification of officers or employees against judgments or settlements pursuant to this section shall be accomplished only through the following procedure:

(1) If the employer of the defendant officer or employee to be indemnified determines that the actions or omissions of its officer or employee giving rise to the claim were not within the terms of division (B)(2) of this section, an indemnity agreement shall be prepared by the attorney general, specifying that the employer will indemnify the officer or employee from a particular judgment that has been rendered or a particular settlement amount that has been negotiated. The agreement shall name the person or entity to whom payment by the state of the judgment or settlement amount will be made, and the agreement shall not be effective until it is approved by the officer or employee to be indemnified, the director, administrative chief, or other governing body of the employer, and by the attorney general. The attorney general shall approve the indemnity agreement, unless the attorney general finds that division (B) of this section prohibits the state from indemnifying the officer or employee, or prohibits the state from indemnifying the officer or employee for a portion of a judgment or settlement and the indemnity agreement would indemnify the officer or employee for all or a part of that portion.

(2) The attorney general shall forward a copy of the agreement to the director of budget and management.

(3) Any indemnification paid shall be charged by the director of budget and management against available unencumbered moneys in the appropriations of the employer of the officer or employee to be indemnified. The director of budget and management shall have sole discretion to determine whether or not unencumbered moneys in a particular appropriation are available for payment of the indemnification.

(4) The director of budget and management shall, upon receipt of the agreement from the attorney general pursuant to division (E)(2) of this section, provide for payment to the person or entity named in the agreement, in the amount specified in the agreement.

(5) If the director of budget and management determines that sufficient unencumbered moneys do not exist in the particular appropriations to pay the indemnification, the director shall make application for payment of the indemnification out of the emergency purposes account or any other appropriation for emergencies or contingencies, and payment out of this account or other appropriation shall be authorized if there are sufficient moneys greater than the sum total of then pending emergency purposes account requests, or requests for releases from the other appropriation.

(6) If sufficient moneys do not exist in the emergency purposes account or any other appropriation for emergencies or contingencies to pay the indemnification, the employer named in the agreement shall request the general assembly to make an appropriation sufficient to pay the indemnification, and no payment shall be made until the appropriation has been made. The employer shall make this

appropriation request during the current biennium and during each succeeding biennium until a sufficient appropriation is made.

(7) If the indemnification is to be made by an employer whose funds are not handled by the director of budget and management, the employer shall pay the person or entity named in the agreement.

If the employer determines that sufficient unencumbered moneys do not exist to pay the indemnification, the employer shall make application for payment of the indemnification out of the emergency purposes account or any other appropriation for emergencies or contingencies, and payment out of this account or other appropriation shall be authorized if there are sufficient moneys greater than the sum total of then pending emergency purposes account requests, or requests for releases from the other appropriation.

If sufficient moneys do not exist in the emergency purposes account or any other appropriation for emergencies or contingencies to pay the indemnification, the employer named in the agreement shall request the general assembly to make an appropriation sufficient to pay the indemnification, and no payment shall be made until such an appropriation has been made. The employer shall make this appropriation request during the current biennium and during each succeeding biennium until a sufficient appropriation is made.

(F)(1) Subject to division (F)(2) of this section, if an employer or the attorney general fails to approve indemnification or limits indemnification of an officer or employee of the employer, the officer or employee may commence an action against the employer in the court of claims pursuant to sections 2743.01 to 2743.20 of the Revised Code to prove that the officer or employee is entitled to indemnification pursuant to division (A) of this section and that division (B) of this section does not prohibit or limit the officer's or employee's indemnification and seeking either a judgment against the employer for a sum of money that the officer or employee has paid to satisfy a judgment or settlement or an order directing the employer to pay a judgment or settlement against the officer or employee that has not been satisfied. Section 109.365 of the Revised Code does not prohibit any information obtained by the attorney general in the attorney general's investigation conducted pursuant to division (A) of section 109.362 of the Revised Code to determine whether to defend the officer or employee from being admitted as evidence in any action brought pursuant to this section.

An action brought pursuant to division (F)(1) of this section shall be commenced no later than two years after the cause of action arising under division (F)(1) of this section accrues. A cause of action arising under this section accrues upon the entry of a money judgment against the officer or employee if the time for filing an appeal in the action lapses without the filing of an appeal, upon the conclusion of the final appeal in any action in which a money judgment is entered against the officer or employee if an appeal is filed in the action, or upon execution of any settlement agreement requiring payment of money by the officer or employee.

(2) Notwithstanding division (F)(1) of this section, an officer or employee may not commence an action against the employer in the court of claims or in any other court regarding a refusal of the employer or the attorney general to indemnify punitive or exemplary damages pursuant to this section.

Effective Date: 10-06-1994; 03-31-2005

ATTACHMENT ONE-B

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 contactor 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

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 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/ODYS security policies, Standard Operating Procedures and Protocols of the ODRC Office of Correctional Healthcare and the ODYS Bureau of Medical Care and Dietary Services, 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/ODYS. 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 the agencies, will be deemed as a default. If a default should occur, ODRC/ODYS 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/ODYS 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/ODYS; and, that the Contract does not constitute any joint employment relationship between the Offeror, and its representatives and the ODRC/ODYS, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

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 <u>Contract Performance</u> checklist or, inclusion of a statement of possible <u>Conflict of Interest</u>, 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 in Attachment Three.

Printed Name and Title: _____

Signature: _____

Organization: _____ Date: _____

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ATTACHMENT FOUR: COST SUMMARY
COMPREHENSIVE OPTOMETRY SERVICES

My proposed firm fixed cost for all of the services included in this RFP (total cost) for the 24 month time period of July 1, 2013 through June 30, 2015 (initial term) is as follows:

ODRC Region	***Institutions***	***Service Hours Per Month***	***Cost Per Month***	***Total Cost For 24 Months From 7/1/13 To 6/30/15***
NORTHWEST				
AOCI	Allen/Oakwood Correctional Institution			
DCI	Dayton Correctional Institution			
ManCI/Camp	Mansfield Correctional Institution			
MCI/Camp	Marion Correctional Institution			
ORW	Ohio Reformatory for Women			
RiCI	Richland Correctional Institution			
ToCI	Toledo Correctional Institution			
NORTHEAST				
GCI/Camp	Grafton Correctional Institution			
LorCI	Lorain Correctional Institution			
NEPRC	Northeast Pre-Release Center			
OSP	Ohio State Penitentiary			
TCI	Trumbull Correctional Institution			
SOUTHWEST				
CCI	Chillicothe Correctional Institution			
FMC	Franklin Medical Center			
LeCI/Camp	Lebanon Correctional Institution			
LoCI	London Correctional Institution			
MaCI	Madison Correctional Institution			
RCI	Ross Correctional Institution			
WCI	Warren Correctional Institution			
SOUTHEAST				
BeCI/Camp	Belmont Correctional Institution			
CRC	Correctional Reception Center			
HCF	Hocking Correctional Facility			
NCI	Noble Correctional Institution			
PCI	Pickaway Correctional Institution			
SCI	Southeast Correctional Institution			
SOCF	Southern Ohio Correctional Facility			

ODYS	***Facility***	***Service Hours Per Month***	***Cost Per Month***	***Total Cost For 24 Months From 7/1/13 To 6/30/15***
CJCF	Circleville Juvenile Correctional Facility			
CHCJF	Cuyahoga Hills Correctional Facility			
IRJCF	Indian River Juvenile Correctional Facility			
SJCF	Scioto Juvenile Correctional Facility			

I attest that I am a representative of the Offeror listed in this Proposal. I have read, understand and will contractually comply with all the terms and conditions of this RFP except as set forth in a detailed statement attached to Attachment Three, if any, and resulting contract. I have authority to contractually bind the Offeror to provide the Comprehensive OPTOMETRY Services indicated in this Proposal for the time period specified at the total cost listed in Attachment Four.

Printed Name: _____

Signature: _____

Email: _____

Title: _____

Phone/Fax: _____

Organization: _____

Address: _____

City, state, zip code: _____

Date: _____

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

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ATTACHMENT FIVE: PROPOSED CONTRACTOR SCHEDULE FOR SERVICES

COMPREHENSIVE OPTOMETRY SERVICES for _____

Institution/Facility Name

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
WEEK 1							
WEEK 2							
WEEK 3							
WEEK 4							

OFFEROR SIGNATURE _____ DATE _____