

# REQUEST FOR PROPOSAL

**RFP NUMBER:** DRCP 10 0122  
**DATE ISSUED:** June 8, 2009

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

## Deaf Services Coordinator

**INQUIRY PERIOD BEGINS:** June 11, 2009  
**INQUIRY PERIOD ENDS:** June 18, 2009  
**OPENING DATE:** June 25, 2009  
**OPENING TIME:** 1:00 P.M. Eastern Standard Time  
**OPENING LOCATION:** ODRC Central Office  
Attn: Yolanda Cooks, Contract Analyst  
770 West Broad Street  
Columbus, OH 43222

This RFP consists of five( 5) Parts and six (6) Attachments, totaling 42 consecutively numbered pages. Please verify that you have a complete copy.

## Part One Executive Summary

**Purpose.** The Ohio Department of Rehabilitation and Correction (ODRC) is seeking competitive sealed Proposals (hereinafter referred to as "Proposal") from qualified contractors (hereinafter referred to as "Offerors") for Services for Visually Impaired/Blind Inmates, (hereinafter referred to as the "Project") at Madison Correctional Institution (hereinafter referred to as the "Institution"). If an acceptable Proposal is made in response to this Request for Proposal (hereinafter referred to as "RFP"), the ODRC may enter into a Contract (hereinafter referred to as "Contract"), to have the selected Offeror perform the Project.

The term of this Contract is from July 1, 2009 to June 30, 2010 with four optional one-year renewals by mutual agreement.

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

**Calendar of Events. The schedule for the RFP is given below to assist the Offeror in responding to this RFP. The following is the RFP schedule:**

RFP Issued:	June 11, 2009
Inquiry Period Begins:	June 11, 2009
Inquiry Period Ends:	June 18, 2009
Proposal Due Date:	June 25, 2009
Tentative Contract Award:	July 1, 2009

**Structure of RFP.** The RFP consists of the following Parts and Attachments:

Part One	Executive Summary
Part Two	General Instructions
Part Three	Scope of Project
Part Four	Requirements for Proposals
Part Five	Evaluation of Proposals
Part Six	Proposal Evaluation Criteria
Attachment One	Offeror Profile Summary
Attachment Two	Statements of Declaration and Compliance
Attachment Three	Cost Summary
Attachment Four	Contract Performance
Attachment Five	Contract
Attachment Six	Institution Demographics and Information

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

Name: Yolanda Cooks

Title: Contract Analyst

Mailing Address: DRC Office of Administration, 770 West Broad Street, Columbus, OH 43222

Phone Number: 614-995-0637

Fax Number: 614-995-5103

E-Mail Address: Yolanda.Cooks@odrc.state.oh.us

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

Name: Gary Croft

Title: Chief Inspector

Mailing Address: 770 West Broad Street, Columbus, OH 43222

Phone Number: (614) 752-1677

Fax Number: (614) 752-1748

E-Mail Address: gary.croft@odrc.state.oh.us

## Part Two General Instructions

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

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

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

Offerors may view inquiries using the following process:

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

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

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

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

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

**“DRC090122 – Deaf Service Coordinator”**

Proposals must be received no later than 1:00 p.m. local time on the Proposal Due Date. The Project Representative **shall reject any Proposals** or unauthorized Proposal amendments submitted after the Proposal Due Date. Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once the Proposal Due Date has passed, Proposals cannot be altered, except as allowed by this RFP.

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

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

**Proposal Instructions.** The ODRC wants clear and concise Proposals, but Offerors should take care to completely answer questions and meet the RFP’s requirements. Proposals must demonstrate an understanding of the requirements and show three (3) years experience providing like services as well as the ability to meet the service requirements.

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

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

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

**Amendments to Proposals.** Amendments or withdrawals of Proposals are allowed until 1:00 p.m. local time on the Proposal Due Date. No amendments or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

### Part Three Scope of Project

**Objectives:** ODRC has the following objective that it wants this Work to fulfill, to solicit proposals for the requested Deaf Coordinator Services to the Ohio Department of Rehabilitation and Correction. 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 ODRC 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), the Ohio Department of Rehabilitation and Correction and all federal, state and local laws.

**The Contractor will schedule service times with the appropriate ODRC Institution program administrative staff. The Contractor must provide services within hours that inmates are available as dictated by count, meal, movement schedules and support staff availability.**

**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 any and all proposed employees and/or subcontractors or independent contractors
3. Statement of Compliance/Location of Services
4. Offeror Profile Summary
5. Service Provider Profile Summary
6. Work Plan
  - A. Scope of Work
  - B. Potential Problem Areas
  - C. Staffing Plan
  - D. Project Management Methodology
7. Conflict of Interest/Elections Declaration
8. Contract Performance
9. Proof of Workers' Compensation
10. Payment Address
11. Cost Summary
12. Completed W-9 IRS Form
13. Signed Copy of Service Contract

## Ohio Elections Law

### A. Prohibition

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

### B. Individual, Partnership, Association, Estate or Trust

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

### C. Corporation or Business Trust

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

### D. Ohio Ethics and Conflict of Interest Laws

In accordance with Executive Order 2007-01S, Contractor or Grantee certifies: (1) it has reviewed and understands Executive Order 2007-01S; (2) it has reviewed and understands the Ohio ethics and conflict of interest laws; and, (3) will take no action inconsistent with those laws and this order. The Contractor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

**1. Cover Letter.** The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing the same or similar services as requested in this RFP. All services must comply with ACA Standards, any relevant licensure laws and related ODRC policies and protocols. The letter must also include the following:

#### **Minimum Required Response:**

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

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

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

**Minimum Required Response:**

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

**3. Statement of Compliance.** ODRC intends for the Contractor, all of the Contractor's employees and/or subcontractors to implement and comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODRC security policies, Standard Operating Procedures and Protocols of the Office of Correctional Healthcare, ODRC Management Audit Standards and ACA Standards pertaining to healthcare services as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted. The Contractor agrees that any students, interims, or residents, as part of a formal training program, will work under staff supervision commensurate with their level of training.

**Minimum Required Response:**

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

*The Offeror will provide services that comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODRC security policies, Standard Operating Procedures and Protocols of the Office of Correctional Healthcare, and 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.*

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

**5. Service Provider Profile Summary:** For continuity of care and oversight of the program, one, qualified individual is required to provide the services listed in the RFP. The Offeror's proposed staffing plan is to begin with this established and stated acceptable minimum level of personnel. If additional staffing is required to meet the intent of the 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 Coordinator).** The Offeror must designate one qualified, responsible service provider who will act as the contractor's point-of-contact for this contract. Failure to provide one qualified, responsible lead service provider will result in disqualification of the proposal.

The Responsible Coordinator must be certified by the National Association of the Deaf or the Registry of Interpreters for the Deaf and have 24 months minimum experience in providing interpreting services to the hearing impaired within the last 4 years.

If additional staff is offered, the Offeror must provide the following documentation for all other candidates 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 of the proposed service provider, as delineated in the Scope of Services.
3. A copy of any other relevant certificates of education, training etc.

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

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

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

Each candidate proposed by the Contractor at anytime during the term of this contract and any subsequent extensions, must meet all of the applicable technical experience. The Offeror is not to 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 waivers are granted by ODRC.

The final Contractor will not remove or replace proposed candidates from the Work without providing written notice to the ODRC. The final Contractor must provide documentation to the ODRC as required by this RFP (i.e. current resume or CV, DEA certificate, applicable current Ohio licensure, etc.) before any candidate is approved to provide services within an ODRC institution. The final Contractor must notify ODRC immediately of any service provider who has any licensure problems and must stop provision of services immediately by any service provider who becomes unlicensed, professionally impaired or is criminally prosecuted during the term of this contract.

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 may determine that any proposed replacement candidates meet the minimum qualifications of this RFP and still substantially reduce the value ODRC perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials ODRC decided to enter into a contract. Therefore, ODRC will have the right to reject any candidate that ODRC determines will provide diminished value.

The final 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 at any time during the term of this contract and any subsequent extensions. The ODRC 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 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 final 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 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 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. ODRC shall not be liable for any taxes or premiums incurred by the Offeror and subsequent Contractor.

**6. Work Plan.** This section must fully describe the Offeror's approach, method and specific steps for providing services. The detailed Proposal must present and explain the Offeror's recommended approach to the project, including method of delivery for the following:

**A. Scope of Work.** The Offeror must respond to and demonstrate an understanding of the project "Scope of Work," and the nature of each activity. The Offeror must make this description as complete and as detailed as possible. The Offeror must indicate the following details in its explanation:

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

### **Deaf Services Coordinator**

**The initial effective date for the contract for these services is: July 1, 2009 through June 30, 2010.**

**Overview of the Scope of Work:** The Scope of the Work follows below. This section only gives a summary of the Work.

The Contractor agrees to provide Deaf Services for the ODRC. The Contractor agrees to do all of the following:

- 1) **Service Requirement:** The Contractor must provide interpreting services for deaf inmates that use American Sign Language. This includes interpreting at Parole Board hearings, disciplinary actions, medical and/or mental health appointments, meetings with institutional staff, classroom and individual instruction and other occasions when the inmate needs an interpreter to adequately communicate and/or receive information. It is estimated that seventy-five percent of the Contractor's time will be spent on this service activity.

**Minimum Required Response:** Statement of agreement to provide deaf services to the inmate population of the ODRC, as described, through the services of a nationally certified interpreter(s).

- 2) **Service Requirement:** If more than one provider will be utilized, one certified interpreter, who provides on-site services, must be designated by the Contractor as the responsible contact over the Contractor's services for this contract. If only one interpreter provides these services that person must be the designated, responsible contact.

**Minimum Required Response:** The Contractor must name a nationally certified interpreter as the designated, responsible contact for the on-site services provided. The Contractor must provide a copy of the full credentials of the this practitioner at the time of proposal submission, including a copy of the certification by the National Association of the Deaf or the Registry of Interpreters for the Deaf, and a CV which should include a full work history, education and any advanced training.

- 3) **Service Requirement:** The Contractor must provide prison staff with information regarding any particular problems associated with accommodating deaf inmates and inmates with other disabilities.

**Minimum Required Response:** The Contractor must provide a written document that demonstrates experience and an understanding of the potential problems of providing this service in the correctional environment.

- 4) **Service Requirement:** The Contractor must meet with deaf inmates to determine any needs that they may have that are not being met or that they have been unable to communicate to staff.

**Minimum Required Response:** Describe plan to meet with and survey the needs of the deaf inmate population as they relate to communication with staff.

- 5) **Service Requirement:** The Contractor must consult with the ODRC Americans with Disabilities Act Coordinator (AWDAC) and train custody and non-custody staff on issues related to the provision of services to the deaf.

**Minimum Required Response:** The Contractor must provide a statement confirming that they will collaborate with the AWDAC in planning and implementing training to ODRC staff.

- 6) **Service Requirement:** The contractor must travel to various institutions, this will also include the Division of Parole Community Service across the state as needed, or requested to help evaluate inmates' need and to provide interpreting and assistance as described.

**Minimum Required Response:** The Contractor must provide a statement of agreement to travel as needed to institutions throughout the state to provide interpreting services.

- 7) **Service Requirement:** The contractor will travel between the North Central Correctional Institution (NCCI) and the Madison Correctional Institution (MaCI) (sites where a majority of service provision takes place) on a regular basis.

**Minimum Required Response:** The Contractor must provide a statement acknowledging that travel between NCCI and MaCI will be provided on a regular basis – as required.

- 8) **Service Requirement:** The Contractor must be willing to provide emergency services when required. The contractor must provide an emergency number and/or pager number for this purpose.

**Minimum Required Response:** The Contractor must provide a statement of agreement to acknowledge that emergency situations may occur during the term of the contract and that emergency services will be provided as needed. The Contractor must also include emergency contact information.

- 9) **Service Requirement:** The Contractor must agree to perform services within correctional institutions unescorted and /or unattended by ODRC staff, if necessary.

**Minimum Required Response:** The Contractor must provide a statement that acknowledges that the Contractor may be required to perform services within the correctional institutions unescorted and unattended by staff.

- 10.) **Service Requirement:** The Contractor will work as a liaison between ODRC and Rehabilitation Service Commission, to coordinate necessary services upon release of inmate out in the community.

**Minimum Required Response:** The Contractor must provide a statement of agreement acknowledging that they will coordinate the necessary service for inmate upon release.

**B. Potential Problem Areas.** The Offeror must identify any potential problem areas and recommend solutions for those identified problem areas.

**C. Staffing Plan.** The Offeror must provide a description of a staffing plan that demonstrates an understanding of the project scope based on the cluster or institution specific demographics provided.

The details of the staffing plan must include:

1. Sample schedule that details the Contractor's proposed time of day that on-site services will be scheduled;
2. Proposed number of days per week/hours that direct inmate services will be provided;
3. Level of expertise and/or licensure of service provider and associated scope of duties;
4. Detailed plan for addressing multiple service requests as specified in the Scope of Work or in the temporary absence of the usual service provider(s).

**7. Conflict of Interest.** Each Proposal must include a statement indicating whether the Offeror, or any people that may work on the project through the Offeror, have a possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of these services. ODRC has the right to reject a Proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict. Use Attachment Five.

**8. Contract Performance.** Attachment Four must be completed for the company or individual submitting the Proposal.

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

**Minimum Required Response:**

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

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

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

**10. Payment Address.** The Offeror must provide an address for payments.

**11. Cost Summary.** Using the form provided as Attachment Three, Offerors must indicate pricing 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 the event of a calculation error, the unit cost or "cost per month" amount will prevail. Reformatting may result in the rejection of the Offeror's Proposal.

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

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

**12. 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>

**13. Signed Copy of Service Contract.** The Offeror must complete the following sections of the Contract provided as Attachment One of this RFP and return the original with its Proposal. DO NOT FILL IN ANY OTHER SECTIONS OF THE CONTRACT FORM:

- Section A: Tax Identification Number, Name of Independent Contractor, Address
- Section F: Signature of Independent Contractor, Print Name, Date

**Completed Declaration of Material Assistance (DMA)/NonAssistance to Terrorist Organization.** Prior to Award, the Contractor must complete and have on file with the Contracts Section of ODRC, the DMA Pre-Certification Form. The form may be accessed and downloaded at the following website:

[http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/HLS\\_0038\\_Contracts.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf)

## PART FOUR: EVALUATION OF PROPOSALS AND CONTRACT AWARD

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

**Evaluation of Proposals Generally.** The evaluation process may consist of up to five distinct phases:

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

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

It is the intent of ODRC, as a result of this RFP to make an award to one contractor for services at both the main compound and camp locations; however, Proposals that address the provision of service for only one of the locations, either main compound or camp, will be considered. Multiple awards may result from this RFP. ODRC reserves the right to award in the best interest of the State.

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

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

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

**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 Work or to a criterion in the evaluation process. The evaluation team may also seek reviews of end users of the Work or the advice or evaluations of other State teams that have subject matter expertise or an interest in the Work. 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 this section, 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. And 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 not-to-exceed fixed price for the Work 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 feels 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 above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

**Offeror's Performance History with Other Jurisdictions.** Offeror's must provide a list of all contracts performed within the past seven 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 Four, Offerors must identify three 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 provided by the Offeror. If the Offeror has previous experience with ODRC, the Bureau of Medical Services will complete the questionnaire based on the Offerors performance history as documented by Notice of Non-Performance and Complaint to Contractor forms on file as of February 1, 2005. The ODRC questionnaire will count as one of the three required reference checks.

The evaluation team will consider a 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 the RFP.

**Interviews, Presentations and Demonstrations:** The evaluation team may require a 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 work.

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.

**Background Investigations:** All Contractor personnel must pass a background investigation conducted by ODRC as a requisite under this contract. ODRC 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.

**Financial Ability.** The evaluation team may insist that an Offeror submit financial documents for the past three 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.

**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. A 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 contractors with whom the evaluation team wants to negotiate, or to dispense with negotiations entirely. The evaluation team will normally negotiate to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, the evaluation team may negotiate with the next Offeror in ranking. Alternatively, the team may decide that it is in the interests of ODRC to negotiate with all the remaining potential contractors to determine if negotiations lead to an adjustment in the ranking of the remaining potential contractors.

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

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

Any negotiated changes will be reduced to writing and become part of the contract file open to public inspection. The Offeror will submit a signed, written notice of change to the evaluation team within five 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 offer will become a part of the Contract.

**Failure to Negotiate.** If a Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, ODRC may terminate negotiations with that Offeror and collect on the Offeror's Proposal bond, if a Proposal bond was required in order to respond to this RFP.

**Contract Award.** It is the intent of ODRC, as a result of this RFP to make an award to one contractor for services at both the main compound and camp locations; however, Proposals that address the provision of service for only one of the locations, either main compound or camp, will be considered. Multiple awards may result from this RFP. ODRC reserves the right to award in the best interest of the State.

The contract will be awarded to the Offeror(s) whose Proposal is the lowest cost per point ratio to the ODRC. ODRC plans to award the Contract no later than the Proposal Due Date specified in Part Two of this RFP, if ODRC decides the Contract is in its best interests and has not changed the award date. If the value of the contract is \$75,000 or more, or if this contract combined with any other contract(s) that the contractor holds with ODRC will total \$75,000 or more for the period of work designated in this contract, the contract will need the approval of the Ohio Controlling Board, and any announcement of award is contingent upon that approval.

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

ODRC expects the Contractor to commence the work on the Work Begins date specified in Part Two of this RFP and ODRC will issue a purchase order under the contract.

**Contract.** If this RFP results in a Contract award, the Contract will include this RFP, written amendments to this RFP, the Contractor's Proposal Letter, and written, authorized amendments to the Contractor's Proposal. These contract elements will be incorporated into the standard ODRC Service Contract format (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 Personal 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 Contractor's Proposal, as amended; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

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

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## Part Four Requirements for Proposals

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

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

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

- a) Cover Letter;
- b) Letter of Commitment;
- c) Response Requirements
- d) Offeror Profile Summary (Attachment 1);
- e) Statements of Declaration and Compliance (Attachment 2);
- f) Conflict of Interest Statement;
- g) Cost Summary (Attachment 3);
- h) Contract Performance (Attachment 4);
- i) Contract (Attachment 5)

**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 services for the visually impaired / blind. The letter must include the following:

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

**Letter of Commitment.** The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The letter must include the following:

- Offeror's commitment to provide service, MaCI, for the inmates and employees identified in Part Three, Page 6, Scope of Work.
- Identify potential problem areas and recommend solutions for those identified problem areas.

**Response Requirements.** The Offeror must respond to each of the requirements below as well as requirements per the Scope of Work, pages 6 – 7 of this RFP.

- a) Description of services to include proposed schedule, length, number of trainers involved, approach to project, supplies, and proposed cost for each of the below program areas:
  - a. Personal Adjustment Services
  - b. Orientation & Mobility
  - c. Rehabilitation Teaching
  - d. Life Skills Training
  - e. Training of Trainers
  - f. Comprehensive Evaluation
  - g. Equipment & Aids
- b) Three years experience providing similar services
- c) Experience providing similar services in correctional setting, if applicable
- d) Accreditation, credentials, and licensures

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

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

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

**Conflict of Interest Statement.** Each Proposal must include a statement indicating whether the Offeror, or any people that may work on the Project through the Offeror, have a possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of the Project. The ODRC has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

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

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

**Contract Performance.** The Offeror must complete Attachment Four.

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## Part Five Evaluation of Proposals

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

**Evaluation of Proposals Generally.** The evaluation process may consist of up to five distinct phases:

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

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

It is the intent of ODRC, as a result of this RFP to make an award to one Contractor for Services for Death Services Coordinator. However, ODRC reserves the right to award in the best interest of the State.

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

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

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

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

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

The evaluation will result in a point total being calculated for each Proposal. Those Offerors submitting the highest rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the evaluation committee's discretion, but regardless of the number of Proposals selected

for the next phase, they will always be the highest rated Proposals from this phase. At any time during this phase, the evaluation committee may ask an Offeror to correct, revise, or clarify any portions of its Proposal if ODRC believes doing so does not result in an unfair advantage for the Offeror and it is in ODRC's interests.

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

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

The evaluation team will then divide the Offeror's total not-to-exceed fixed price for the Work 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 feels they are unnecessary or inappropriate, the Proposal with the lowest cost per point ratio will be awarded the Contract.

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

**Offeror's Prior Experience with Other Jurisdictions.** Offerors must provide a list of all Contracts performed within the past three (3) years, for which the Offeror is providing, or has provided under any previous corporate name or identity, similar services. Using the form provided as Attachment One, Offerors must identify references from previous Contracts similar to the scope of this RFP. Specifically any state departments of corrections or other state departments or large city/county government entities should be clearly identified with references.

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

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

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

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

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

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

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

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

**Failure to Negotiate.** If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, ODRC may terminate negotiations with that Offeror.

**Contract Award.** It is the intent of ODRC, as a result of this RFP, to make an award to one Contractor for required services. The contract will be awarded to the Offeror whose Proposal is the lowest cost per point ratio to the ODRC.

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

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

1. The Contract;
2. This RFP, as addended;
3. The documents and materials incorporated by reference in the RFP;

4. The Contractor's Proposal, as amended; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

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

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## DEAF SERVICES COORDINATOR

### PART SIX Proposal Evaluation Criteria

**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:

Required Documents	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Total Score
Cover Letter	0	1	n/a	n/a	
Letter of Commitment	0	1	n/a	n/a	
Conflict of Interest Statement	0	1	n/a	n/a	
Offeror Profile Summary, Attachment One	0	2	n/a	n/a	
Declaration & Compliance Statements, Attachment Two	0	1	n/a	n/a	
Cost Comparison, Attachment Three	0	2	n/a	n/a	
Contract Performance, Attachment Four	0	1	n/a	n/a	
Proof of Workers' Compensation Insurance	0	1	n/a	n/a	

Criteria (Must include detailed description of each item listed below and per the Scope of Project on pages 6 & 7.)	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Total Score
Method to evaluate low vision and functional assessments to determine if the inmate can benefit with aids or training.	0	5	10	15	
Method to determine skill levels in areas of personal adjustment and mobility.	0	5	10	15	
Process to evaluate potential need for and to teach Braille.	0	5	10	15	
Training for personal adjustment services.	0	5	10	15	
Training for mobility and activity of daily living.	0	5	10	15	
Training tools used to develop independent living and socialization skills for re-entry purposes.	0	5	10	15	
Training to prepare for competitive employment.	0	5	10	15	
Training for the "Blind Guides".	0	5	10	15	
Reports as listed & provide samples per page 7, # 6	0	5	10	15	

Company Experience (Attachment 1, Offeror Profile Summary)	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Total Score

Three (3) years experience providing Vision and Vocational services.	Reject	5	10	15	
One (1) year experience providing Vision and Vocational services to a state correction department or other state departments.	0	5	10	15	
Documented Accreditation, credentials & licensure for all employees.	0	5	10	15	

Criteria	Weight	Does Not Meet	Meets	Score
	1	0	1	
	1	0	1	
	1	0	1	
	1	0	1	
	1	0	1	
	1	0	1	
	1	0	1	
	1	0	1	
	1	0	1	
	1	0	1	
	1	0	1	

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
<b>Work Plan</b>					
1. Statement of agreement that The Contractor must provide Deaf Services to the inmate population, as described, through the use of one or more certified interpreters.	1	0	5	X	X

2. Contractor has provided the name of a certified interpreter as the designated contact for the contract and has supplied credentials, licensure and letter of commitment from this individual that they understand they are being proposed and that they agree to provide services at the designated institution(s). The name of the candidate, complete credentials, and copy of current certification and letter of agreement to provide such services as described within this bid document must be submitted at the time of the Proposal submission.	3	0	5	X	
3. Contractor's has provided a statement that prison staff will be provided information regarding any particular problems associated with accommodating deaf inmates and inmates with other disabilities.	1	0	5	X	
4. Contractor has provided a plan to meet with and survey the needs of the deaf inmate population as they relate to communication with staff	2	0	5	X	
5. Statement of agreement confirming that the Contractor will collaborate with the AWDAC in planning and implementing training to ODRC staff.	2	0	5	X	
6. Statement of agreement to travel as needed and requested to institutions throughout the state to provide interpreting services.	1	0	5	X	
7. Statement of agreement acknowledging that travel between NCCI and MaCI will be provided on a regular basis, or as required.	1	0	5	7	9
8. Statement of agreement that acknowledges that emergency situations may occur during the term of the contract and that emergency service will be provided.	1	0	5	X	
9. Statement of agreement that the Contractor, may be required to perform the described service within the institution unescorted and unattended by ODRC staff.	1	0	5	X	

**Potential Problem Areas**

Identification and explanation of potential problem areas and recommended solutions.	1	0	5	7	9
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Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
<b>Staffing Plan</b>					
The plan must provide a description of a staffing plan that demonstrates an understanding of the project scope based on the Scope of Work described within this bid.	2	0	5	7	9
Days Per Week/Hour of Direct Service	2	0	5	7	9
Level of expertise, education, training and licensure of service provider(s)	3	0	5	7	9
Plan to address Excessive Patient Waiting Times	2	0	5	7	9

**MANDATORY – PERSONNEL REQUIREMENTS FOR DEAF SERVICES COORDINATOR**

Requirement	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
1. Certified by the National Association of the Deaf or the Registry of Interpreters for the Deaf	3	Reject	5	NA	NA
2. Twenty-four months experience interpreting for the hearing impaired within the last four years.	3	Reject	5	NA	NA

**DESIRABLE – PERSONNEL REQUIREMENTS FOR DEAF SERVICES COORDINATOR**

Requirement	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
1. Twelve (12) months experience working in a correctional institution	2	0	5	7	9
2. Twelve (12) months documented experience in providing training on the issues associated with the deaf or the hearing impaired.	1	0	5 (12 mos)	7 (13-48 mos)	9 (48+ mos)

**ATTACHMENT ONE Offeror Profile Summary**

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

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

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

**ATTACHMENT TWO Statements of Declaration & Compliance**

Provide signature on statements below:

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

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

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

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

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

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

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Organization \_\_\_\_\_ Date \_\_\_\_\_

**STATEMENT OF COMPLIANCE**

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

**ATTACHMENT THREE COST SUMMARY**

The initial term of this contract is from July 1, 2009 through June 30, 2010 with an option to renew this contract for four additional one-year periods by mutual agreement. Listed below are services required for this project.

The proposed firm fixed pricing for the Deaf Services Coordinator is listed below:

SERVICE	COST PER WEEK	NUMBER OF MONTHS	TOTAL COST FOR 7/01/07 through 6/30/09
Deaf Services Coordinator for ODRC	\$	X 24 Months	\$

I attest that I am a representative of the organization listed in this proposal and have the authority to bind the Offeror to provide the products indicated above in the price comparison as well as all products included in the available products list for the time period and cost specified.

I agree to provide Visually Impaired / Blind Services to the Ohio Department of Rehabilitation and Correction as specified in the Scope of Work included in this Request for Proposal.

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

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

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

**Payment Address:**

Name/Organization: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

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

Provide the name, mailing address, email address and telephone number of the primary point of contact for the contract period:

Printed Name:	
Mailing Address:	
Email Address:	
Telephone/Fax #'s:	

## ATTACHMENT FOUR CONTRACT PERFORMANCE

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

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

If the answer to any item is affirmative, the Offeror must provide complete background details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Offeror from consideration, at the sole discretion of the Evaluation Committee, such an answer and a review of the background details may result in a rejection of the Proposal. The Evaluation Committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the Project, and the best interests of the ODRC.

**ATTACHMENT FIVE: Contract**

**FOR OFFICE USE ONLY:**

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

**Purchase  
Contract  
Between the  
Ohio Department of Rehabilitation and Correction  
[Institution, Department or Office Name]  
And  
[Contractor Name]**

**THIS AGREEMENT** is made and entered into effective [Date] by and between the Ohio Department of Rehabilitation and Correction, [Institution, Department or Office Name] (hereinafter collectively referred to as “Agency”), located at [Street Address, City, State, Zip] and [Contractor Name] (hereinafter referred to as “Contractor”), and located at [Street Address, City, State, Zip] (hereinafter referred to as “Contract”).

**WHEREAS**, Agency desires to engage Contractor to [Brief Overview of the Scope of Work];

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

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

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

**ARTICLE 1: NATURE OF CONTRACT**

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



- 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 7Contractor Disclosure:
  - 2.4.1 The location(s) where all services and/or all goods will be provided:  
\_\_\_\_\_.
  - 2.4.2 The location(s) where any state data applicable to the Contract will be maintained or made available:  
\_\_\_\_\_.
  - 2.4.3 The principal location of business for the Contractor:  
\_\_\_\_\_.
  - 2.4.4 Contractor shall not, during the performance of this Contract, change the location(s) of the county where the services and/or goods are provided or change the location(s) of the county where the data is maintained or made available without prior written approval of the Agency.
- 2.5 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

**ARTICLE 3: TIME OF PERFORMANCE**

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

**ARTICLE 4: COMPENSATION**

- 4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of \$\_\_\_\_\_.
- 4.2 The total amount due was computed according to the following payment schedule:  
\_\_\_\_\_  
\_\_\_\_\_.

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

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

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

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

- 6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.
- 6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the

event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.

- 6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.
- 6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

**ARTICLE 7: RELATIONSHIP OF PARTIES**

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

- 7.7 The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.
- 7.8 Any misrepresentation or omission of a material fact concerning the Contractor's qualifications and fitness to provide services and/or goods under this Contract may be grounds for termination, as may be determined within the discretion of the Agency.

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

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

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

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

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

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its

sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

- 10.3 Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of, understand, and currently in compliance with the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website: <http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

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

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

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

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

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

- 13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's

own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

- 13.2 Contractor shall bear all costs associated with defending Agency and the State of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Contract, general liability insurance with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The state reserves the right to approve all policy deductibles, levels of self-insured retention, captive insurance programs and may require the Contractor to have their policy(s) endorsed to reflect per project/per location general aggregate limits. Such insurance shall be written by a company authorized to conduct such business in the State of Ohio, with at least an A- "Excellent" rating from A.M. best Company. The requirement to procure general liability insurance may be reduced/waived/self-insured with the prior written consent of the Agency's Division of Legal Services since certain contractors have potentially less or no exposure in liability depending on the nature of their work under the Contract.
- 13.5 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation.

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 19: HEADINGS**

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

#### **ARTICLE 20: SEVERABILITY**

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

#### **ARTICLE 21: CONTROLLING LAW**

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

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

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

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

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

#### **ARTICLE 24: DEBARMENT**

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

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

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

**ARTICLE 26: FORCE MAJEURE**

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

**ARTICLE 27: “Sweatshop - Free” Purchasing**

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

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

**ARTICLE 28: EXECUTION**

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

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

Signature of Contractor:	
Printed Name of Contractor:	Date of Signing:

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: