REQUEST FOR PROPOSAL

RFP NUMBER: DRCP-10-0136
DATE ISSUED: August 17, 2009

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

ABC Prison Nursery (Achieving Baby Care Success)

INQUIRY PERIOD BEGINS:	August 17, 2009
INQUIRY PERIOD ENDS:	August 25, 2009
OPENING DATE:	August 31, 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 six (6) Parts and six (6) Attachments, totaling 31 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 ABC Prison Nursery (Achieving Baby Care Success), (hereinafter referred to as the "Project") at Ohio Reformatory for Women (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 DRC 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 September 1, 2009 to June 30, 2011 with 2 optional 2 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:	August 17, 2009
Inquiry Period Begins:	August 17, 2009
Inquiry Period Ends:	August 25, 2009
Proposal Due Date:	August 31, 2009
Tentative Contract Award:	September 30, 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	Proposed Schedule for Services
Attachment Six	Contract

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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: Boniface Ogbonna

Title: Business Administrator III

Mailing Address: 1479 Collins Avenue, Marysville, OH 43040

Phone Number: (937) 642-1065 #2004

E-Mail Address: boniface.ogbonna @odrc.state.oh.us

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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.

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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:

"DRC-10-0136 ABC Prison Nursery (Achieving Baby Care Success)

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.

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 until1:00 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.

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PART THREE: SCOPE OF PROJECT

ABC Prison Nursery (Achieving Baby Care Success)

Objectives: The Department has the following objective that it wants this work to fulfill, and it will be the Contractor's obligation to ensure that the people the Contractor provides are qualified to perform their portions of the work:

The objective of this RFP is to solicit proposals for Comprehensive Primary Care Physician Services to the Ohio Department of Rehabilitation and Correction at the institution(s) indicated. The successful proposal will form the basis of a contract for such services.

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.

The budgetary allocation for these services has been set at $26,250.00 for the period of September 1, 2009 through June 30, 2010, and $31,500 July 1, 2010 through June 30, 2011.

Program Background: The Ohio Reformatory for Women (ORW) is a state correctional facility located in Marysville, Ohio. This institution houses an average of 2450 women of all security levels. The Ohio Department of Rehabilitation and Correction was given legislative permission to start a mother and infant program. Pregnant women who are first time offenders who have committed a non-violent 4th or 5th degree felony and have less than 18 months to serve may be considered to participate in this infant resident program. Pregnant offenders may apply to participate in the program at which time they will undergo an extensive background investigation for any previous child abuse or neglect or previous violent offenses, an extensive mental health screening and a medical evaluation. If they meet the screening criteria they will be admitted to the program. All female offenders that are pregnant are transferred to Franklin Pre-Release Center in Columbus, where they receive regular pre-natal care from OSU physicians. All babies are delivered at The Ohio State Medical Center. Any healthy baby delivered by an approved program participant mother will be discharged from OSU directly to ORW with their mother.

The mother and infant program is located in a separate housing unit from the general population. The program has several goals. First to allow the mother and infant to bond and develop an appropriate loving relationship. In addition the program has multiple requirements which stipulate that mothers must attend classes to complete a GED if needed and that they participate in many parenting and job skills courses. The staff will assist each participant with transition back into their communities and provide linkages for all available assistance once released.

There is room in the housing unit for up to 20 mothers and infants with a childcare center adjacent to the housing unit to provide the infants with care while moms work and attend classes. Another goal of the program is to simulate "real life" situations as closely as this environment will allow. The infants will enter this program post discharge from the hospital after birth and will reside at the institution for the remainder of the mother's sentence which can be up to 18 months. Our current statistics suggest a high turn over rate for the program participants as those that would have qualified in the past would have had only 4 to 8 months left to serve after the birth of their infants.

There is a clinical area adjacent to the housing unit where visits/care can take place. Basic pediatric equipment will be provided by the institution. The institution has some physician and nursing staff in another area that provides ambulatory care for the entire adult population in this institution. If the Contractor requires nursing assistance the Contractor will need to provide their own assistant. It is up to the Contractor as to whether they would like to provide the recommended schedule of child vaccines and then in turn bill that service to Medicaid and third party payors or to request that the Union County Health Department come in to provide that service. Currently, the local Health Department is providing and administering vaccines. The children participating in the program are not incarcerated and are not wards of the state and should be viewed as patients of your private practice.

Contractor Scope of Work:

1) An Ohio licensed physician, board certified in pediatrics to provide on-site physician care and clinical over site for the infants (newborn through 18 months of age) residing with their mothers at the Ohio Reformatory for Women. Clinic time must include patient/parent/staff education related to infant conditions and current pediatric topics.

2) The Contractor must agree to provide the hands-on physician care on-site and to bill said services to Medicaid, other government funding sources and/or private third party payers.

3) The Contractor agrees to accept Medicaid reimbursement as payment in full for services rendered for infants that have Medicaid coverage.

4) The Contractor must be participating provider with Ohio Medicaid and will be responsible for obtaining a Medicaid PIN number for provision of services at this site.

5) The Contractor agrees to provide, direct and oversee all aspects of infant medical care including weekly on-site clinics.

6) The Contractor agrees to provide direct clinical patient care which ensures that appropriate medical care is delivered to the infant patients in a timely manner.

7) The Contractor must provide on-call, telephone consultation services (institution staff must be able to reach the physician by telephone or pager, for consultation and orders, seven days a week, 24 hours per day) in addition to the on-site services. These on-call services will be compensated by DRC as a service not covered by Medicaid or third party payers.

8) The Contractor must attend meeting and training sessions as required by the institution and/or ODRC.

9) The Contractor must walk between various locations on the grounds to provide medical care where infants are housed.

10) Although not required, the physician(s) may elect to begin care of the program infants at the time of delivery. If Contractor elects to begin providing care at OSU this service must be done for all program infants and only after approval by the ODRC Medical Director.

11) The Contractor agrees to arrange actual clinic times for the provision of on-site services with the Health Care Administrator to provide adequate coverage as determined by institutional need and the availability of security and support staff.

12) Medical services will be provided in manner consistent with clinically accepted standards.

13) Contractor must identify potential problems areas or obstacles to the provision of services discussed. If any issues are identified, potential solutions should be proposed.

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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) Offeror Profile Summary (Attachment 1);
d) Statements of Declaration and Compliance (Attachment 2);
e) Conflict of Interest Statement;
f) Cost Summary (Attachment 3);
g) Contract Performance (Attachment 4);
h) Proposed Schedule for Services (Attachment 5);
i) Proof of Worker's Compensation;
j) Certificate of Insurance;
k) Completed W-9 IRS Form (sign in blue ink)

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 Prison Nursery. 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;
d) The Payment address.

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:

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

Offeror Profile Summary. Using the form in Attachment One, the Offeror must show at least three years experience providing services for the physician services. 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.

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.

Proposed Schedule for Service. The Offeror must complete Attachment Five.

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.

Certificate of Insurance. The Contractor agrees to carry general liability insurance as outlined in Article 13 of contract. 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.

W-9 Form. The Offeror must complete a W-9 form in its entirety. At least one original W-9 form must be submitted, completed in blue, not black, ink. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the cover letter, which Proposal is the original. The W-9 form may be accessed and downloaded at the following website: http://www.irs.gov/faqs/faq12-5.html

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PART 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:

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

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

It is the intent of ODRC, as a result of this RFP to make an award to one Contractor for Services for Pediatrician Physician at the prison nursery. 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 Six 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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PART SIX: PROPOSAL EVALUATION CRITERIA

ABC Prison Nursery (Achieving Baby Care Success) AT ORW

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

Criteria	Weight	Does Not Meet	Meets	SCORE
Cover Letter	1	0	2	
Letter of Commitment from employees, subcontractors and/or independent contractor	1	0	2	
Offeror Profile Summary, Attachment One	1	0	2	
Completed Statements of Declaration and Compliance, Attachment Two	1	0	2	
Conflict of Interest Statement	1	0	2	
Cost Summary, Attachment Three	1	0	2	
Contract Performance, Attachment Four	1	0	2	
Proposed Schedule, Attachment Five	1	0	2	
Proof of Worker's Compensation Coverage	1	0	2	
Certificate of Insurance	1	0	2	
Completed W-9 IRS Form (sign in blue ink)	1	0	2	

Criteria	Weight	Does Not Meet	Meets	Exceeds
Work Plan :				
1. An Ohio licensed physician, board certified in pediatrics to provide on-site physician care and clinical over site for the infants (newborn through 18 months of age) residing with their mothers at the Ohio Reformatory for Women. Clinic time must include patient/parent/staff education related to infant conditions and current pediatric topics.	3	0	5	7
2. The Contractor must agree to provide the hands on physician care whether provided on-site or at a mutually agreeable off site location i.e. Physician office or hospital and to bill said services to Medicaid, other government funding sources and/or private third party payers.	3	0	5	7
3. The Contractor agrees to accept Medicaid reimbursement as payment in full for services rendered for infants that have Medicaid coverage.	3	0	5	7
4. The Contractor must be participating provider with Ohio Medicaid and will be responsible for obtaining a Medicaid PIN number for provision of services at this site.	2	0	5	7
5. The Contractor agrees to provide, direct and oversee all aspects of infant medical care including weekly on-site clinics.	3	0	5	7

6. The Contractor agrees to provide direct clinical patient care which ensures that appropriate medical care is delivered to the infant patients in a timely manner.	2	0	5	7
7. The Contractor must provide on-call, telephone consultation services (institution staff must be able to reach the physician by telephone or pager, for consultation and orders, seven days a week, 24 hours per day) in addition to the on-site services. These on-call services will be compensated by DRC as a service not covered by Medicaid or third party payers.	3	0	5	7
8. The Contractor must attend meeting and training sessions as required by the institution and/or ODRC.	3	0	5	7
9. The Contractor must walk between various locations on the grounds to provide medical care where infants are housed.	3	0	5	7
10. Although not required, if pediatrician(s) have staff privileges at The Ohio State University Medical Center the physician(s) may elect to begin care of the program infants at the time of delivery. If Contractor elects to begin providing care at OSU this service must be done for all program infants and only after approval by the ODRC Medical Director.	3	0	5	7
11. The Contractor agrees to arrange actual clinic times for the provision of on-site services with the Health Care Administrator to provide adequate coverage as determined by institutional need and the availability of security and support staff.	3	0	5	7
12. Medical services will be provided in manner consistent with clinically accepted standards.	3	0	5	7
Potential Problems Areas:				
13. Potential problem areas or obstacles to the provision of services discussed. If any issues are identified, potential solutions should be proposed.	2	0	5	7
Staffing Plan:				
Sample schedule of proposed on-site service times (days per week/hours per day). (Attachment 5)	2	0	5	7

Contractor's Mandatory Requirements	Weight	Does Not Meet	Meets	Exceeds
Twenty-four months documented experience in providing pediatric care to an infant population	2	0	5	7
Twenty-four months documented experience with billing physician services to government programs and private third party payers.	2	0	5	7

Personnel Mandatory Requirements	Weight	Does Not Meet	Meets	Exceeds
Board Certified Pediatrician	2	0	5	7
Twenty-four months documented experience in providing direct, clinical pediatric patient care in the last 3 years.	2	0	5	7
Agreement to provide face to face patient care, to bill for such services and to accept Medicaid as payment in full.	2	0	5	7
Current Ohio Medical Board Licensure	2	0	5	7
No history of significant reports with the Ohio Medical Board or the National Practitioners Data Base or pending actions against licensure.	2	0	5	7

Personnel Desirable Requirements	Weight	Does Not Meet	Meets	Exceeds
Documentation of Staff Privileges at The Ohio State University Hospitals	2	0	5	7
Documentation of additional advanced training in Pediatrics.	2	0	5	7
Documentation experience in working with low income and/or under served populations.	2	0	5	7
Twelve months documented experience in working in a correctional environment.	2	0	5	7

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ATTACHMENT ONE: OFFEROR PROFILE SUMMARY

CANDIDATE: (Insert company name) _____

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

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

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

ATTACHMENT TWO: STATEMENT 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 Six. 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

ABC Prison Nursery (Achieving Baby Care Success)

FOR OHIO REFORMATORY FOR WOMEN

The budgetary allocation for these services has been has been set at $23,625 for the period of October 1, 2009 through June 30, 2010 and $31,500 for the period of July 1, 2010 through June 30, 2011.

* **NOTE** 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 may result in disqualification of the proposal.
Also,

My proposed firm fixed cost for all of the services included in this RFP for the time period of

October 1, 2009 through June 30, 2011 is as follows: $_____

SERVICE	COST PER MONTH	NUMBER OF MONTHS	TOTAL COST FOR 10/1/09 through 6/30/11
ABD Prison Nursery (Achieving Baby Care Success)	**$_____**	**X ___ Months**	**$_____**

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

Printed Name: _____

Signature: _____

Title: _____

Organization: _____

Vendor/Tax ID Number: _____

Address: _____

Email Address:_____

City, State, Zip Code: _____

Date: _____

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: PROPOSED SCHEDULE FOR SERVICE

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

Organization: _____

Signature of Contractor: _____ Date: _____

ATTACHMENT SIX: 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.

1.3 Contractor shall provide services and/or goods and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.

1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article VI., Termination of Contractor's Services and/or Goods. All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.

1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

ARTICLE 2: SCOPE OF SERVICES AND/OR GOODS

2.1 If the purchase was not solicited, the Contractor shall provide the following scope of services and/or goods:_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
____(If additional space is needed, then attach an additional page headed "Continuation of 2.1" which is attached hereto and incorporated herein.)

If solicited, the solicitation (number _____) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

2.2 The Contractor's Agency contact person for this Contract is _____ who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.

2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.

2.4 Contractor Disclosure:

2.4.1 The location(s) where all services and/or all goods will be provided:
_____.

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; restrain of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

ARTICLE 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 Offeror 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:

FOR OFFICE USE ONLY: