

Request for Quotation
RFQ 12-186

Date Issued: August 31, 2011

The State of Ohio, through the Ohio Department of Public Safety (ODPS), Administration Division is requesting a quotation for:

**Physician Services for the Ohio State Highway Patrol
Academy**

You are invited to submit a quotation for the services described in this document.

Signed quotation must arrive by 3:00 P.M. September 14, 2011.

Faxed and e-mail quotations are permissible, but must be followed by original documentation no later than September 23, 2011.

Send to:

Mark A. Contosta, CPPO, CPPB
Chief, Purchasing
Ohio Department of Public Safety
1970 W. Broad St., 5th Floor
P.O. Box 182081
Columbus, Ohio 43218-2081
614-752-7823 (fax)
614-752-4225 (phone)

1 General Overview

The Ohio Department of Public Safety/Ohio State Highway Patrol is soliciting this Request for Quotation (RFQ) to prospective Offerors to provide a physician to administer medical care services for the Ohio State Highway Patrol Academy (OSHPA). The OSHPA conducts law enforcement training for the state of Ohio. The OSHPA facility includes a Health and Wellness Center. The Center is staffed by a team of four (4) full-time health professionals (state employees) consisting of one (1) registered nurse, two (2) exercise physiologists and one (1) secretary. This team is primarily responsible for monitoring the physical fitness of sworn officers, conducting physical fitness-related tests, developing health and wellness plans to improve the overall fitness of sworn officers, and providing nursing-related services and administrative assistance to the contracted physician. Primarily, the contracted physician provides care for illness, injury, and medical emergencies that may occur with new recruit training classes, performs physicals of cadet, police officers and enforcement agent applicants (numbers vary based on class size) and sworn officers on a routine basis, and reviews medical charts and makes referrals as necessary.

The physician will be responsible for the overall medical care of approximately one thousand four hundred (1,400) Ohio State Highway Patrol (OSHP) sworn personnel and prospective employees (i.e., Police Officer applicants, Enforcement Agent applicants and Cadet Candidates) as applicable. This will include sick call, physicals, medical reports, performance of comprehensive evaluations of medical examinations, interpretations of technical laboratory findings and review of patient's progress and treatment plans. Medical services are to be performed in a manner consistent with the American Medical Association (AMA) standards. During the course of treatment for illness or injuries, the physician will treat OSHP sworn personnel and prospective employees and have access to a limited on-site pharmacy. For medicines required for treatment that are not available at the on-site pharmacy, the physician will prepare a prescription for the affected individual.

If a suitable offer is made in response to this RFQ, the State of Ohio ("State") may enter into a contract (the "Contract") to have the selected Offeror (the "Contractor") perform the Work (described in the General Overview and Scope of Work). This RFQ provides details on what is required to submit a quotation for the Work, how the State will evaluate the quotations, and what will be required of the contractor in performing the Work.

2 Specifications:

2.1 Scope of Work:

- 2.1.1 The physician shall collect data and medical history of sworn personnel or prospective employees who are to receive a physical examination. The physician shall also review medical information maintained by the Academy of sworn personnel or prospective employees in conjunction with conducting a physical examination.
- 2.1.2 The physician shall perform physical examinations for sworn personnel and prospective employees (averaging approximately six hundred (600) physical examinations annually).
- 2.1.3 The physician shall order all required laboratory and imaging tests.
- 2.1.4 The physician shall oversee the drawing of blood and the preparation of the blood for analysis in conjunction with the physical examination. In the absence of qualified assistants, the physician will draw the blood. The physician shall oversee the forwarding of blood samples for analysis and interpret the results of the test.
- 2.1.5 The physician will read and interpret Electrocardiograms (EKGs). EKGs needing further evaluation or interpretation will be referred to a specialist. Results will be included in the completed physical examination report.
- 2.1.6 The physician will provide assistance as requested to the exercise physiologist while stress test and EKG treadmill tests are performed. Unless an unusual situation exist, the EKG treadmill test will be performed simultaneously with the physical examination; the physician will not personally supervise the treadmill and related fitness tests. However, the physician must be on the premises, available to assist the physiologist, if requested or required. **Prior to taking fitness tests, sworn personnel or prospective employees must have completed their physical examination.**
- 2.1.7 The physician will provide complete medical reports and comprehensive evaluations of the physical examinations to include but not limited to vision, spirometry, and hearing testing results, provide interpretations of technical laboratory findings to include but not limited to chest x-rays,

- EKG results, blood/urine results, stress test results, vascular body scans, and review patients progress and treatment plans.
- 2.1.8 The physician will follow-up with the personal physician of sworn personnel or prospective employees if a serious health condition is found as a result of the physical examination.
 - 2.1.9 Prepared reports from routine physical examinations shall be completed within fourteen (14) calendar days. The OSHPA will make available secretarial services as needed.
 - 2.1.10 The physician shall conduct sick call for Basic/Cadet trainees, and Academy instructors/students, Monday through Friday, between the hours of 7:30 A.M. and 8:00 A.M., provide emergency care and treatment for Basic/Cadet trainees and Academy instructors/students who become sick or injured during normal scheduled working hours; prescribe medications, and perform various treatment procedures as needed.
 - 2.1.11 The physician shall use professional discretion in referring Basic/Cadet trainees or Academy instructors/students to an emergency room or specialist.
 - 2.1.12 When a Basic/Cadet trainee or an Academy instructor/student has to be admitted to a medical facility or requires follow-up treatment, the physician is not responsible for treating the Basic/Cadet trainee or Academy instructor/student in the medical facility. However, the physician may recommend a specialist to care for the Basic/Cadet trainee or Academy instructor/student.
 - 2.1.13 At the request of the OSHP Superintendent, or his/her designee, the physician will evaluate the care and treatment of OSHP employees under the care of other physicians and report findings and recommendations.
 - 2.1.14 The physician shall work closely with the OSHP Superintendent or his/her designee when dealing with applicants under consideration for employment and render a decision based upon (the physician's) medical knowledge and the written medical standards established for law enforcement positions.
 - 2.1.15 If a medical condition exists which could limit the applicants ability to perform a law enforcement job, or which creates a reasonable probability of harm to that individual or others, the physician may request further testing be conducted and may recommend an independent medical examination be performed from a specialist in the appropriate field. This additional testing will be coordinated with the OSHP Superintendent or his/her designee.
 - 2.1.16 If conditions exist where the physician's opinion and the written medical standards are in conflict, the physician is to address these concerns with the OSHP Superintendent or his/her designee prior to rendering a final decision.
 - 2.1.17 The physician shall review medical deferrals of all OSHP employees. If the physician's opinion differs from the physician completing the medical deferral, the physician may, after consultation with the OSHP Superintendent or his/her designee, recommend an independent medical examination be performed.
 - 2.1.18 The physician shall act as a consultant to the OSHP Superintendent or his/her designee, on medical matters concerning current and new employees. The consultation will be at the discretion of the Superintendent.
 - 2.1.19 The physician shall advise the OSHP Superintendent or his/her designee of any medical problems encountered. Medical information which is pertinent to the employee's ability to perform his or her job duties shall be forwarded to the OSHP Superintendent through his/her designee.
 - 2.1.20 The physician shall advise and may represent the OSHP Superintendent on matters pertaining to employee's fitness for duty and ability to perform OSHP standard health and fitness tests.
 - 2.1.21 The physician shall advise the OSHP Superintendent or his/her designee on formulating and updating health maintenance programs.
 - 2.1.22 In the course of performing all of the above duties, the physician will maintain and oversee the medical records of employees and prospective employees. The physician will complete when

necessary or assist and/or direct office staff personnel in the proper completion, filing and storage of medical records. Medical records on hand will be reviewed, updated, corrected, filed or disposed of in accordance with American Medical Association guidelines, policies, procedures and laws within a reasonable time.

3 Work Requirements and Special Provisions

3.1 Staffing Requirements

While only one (1) physician will be at the Academy during the specified work hours, no more than three (3) physicians in total may be assigned in the rotation to administer day-to-day services and cover vacation leave, sick leave, in-service days. If more than one (1) physician will be used to provide the specified services on a routine basis, one (1) physician must be assigned as primary or chief to coordinate services and to ensure consistency of operation during his/her brief absences. If only one (1) physician will be assigned to administer the day-to-day services outlined herein, the Offeror must provide a plan outlining how the required services will be covered during the physician's absences such as vacation leave, sick leave, in-service days, etc.

3.2 Licensing Requirements

The physician(s) must hold the legal title of Doctor of Medicine (M.D.) or Doctor of Osteopathic Medicine (D.O.) and be licensed to practice medicine in the state of Ohio. A copy of the medical license must be submitted for each physician with the proposal. During the term of the contract, if an assigned physician's medical license is suspended, he/she must be replaced with a physician with the proper medical credentials.

3.3 Health Insurance and Portability & Accessibility Act (HIPAA)

As a condition of receiving a contract from the State, the Contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Protected Health Information (PHI) is information received by the Contractor from or on behalf of the State (OSHP) that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

Please review above noted HIPAA regulations at <http://www.hhs.gov/ocr/privacy/>

HIPAA compliance requires, at a minimum, that the Contractor:

- 3.3.1 Shall not use or disclose PHI except as specifically required under the terms of the contract with the State (OSHP), or as otherwise required under the HIPAA regulations or other applicable law.
- 3.3.2 Shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement.
- 3.3.3 Shall promptly report to the State (OSHP) any knowledge of uses or disclosures of PHI that are not in accordance with the contract or applicable law. In addition, the Contractor shall mitigate any adverse effects of such a breach to the extent possible.
- 3.3.4 Shall insure that all its agents and subcontractors that receive PHI from or on behalf of the contractor and/or the State (OSHP) agree to the same restrictions and conditions that apply to the contractor with respect to the use or disclosure of PHI.
- 3.3.5 Shall make available to the State (OSHP) such information as the State (OSHP) may require fulfilling its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.

- 3.3.6 Shall make PHI available to the State (OSHP) in order for the State (OSHP) to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the State (OSHP), incorporate any amendments into the information held by the contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.
- 3.3.7 Shall make available its internal practices, books and records relating to the use and disclosure of PHI received from OSHP, or created and received by the contractor on behalf of OSHP, to OSHP and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining the State's (OSHP) compliance with HIPAA and the regulations promulgated by the United States Department of Health and Human Services and any amendment thereto.
- 3.3.8 Shall upon termination of this Agreement, at the option of the State (OSHP), return to the State (OSHP), or destroy, all PHI in its possession, and keep no copies of the information except as requested by the State (OSHP) or required by law.
- 3.3.9 If the contractor or its agent or subcontractor destroys any PHI, then the contractor will provide the State (OSHP) with documentation evidencing such destruction. Any PHI maintained by the contractor shall continue to be extended the same as required by HIPAA and the State (OSHP) for as long as it is maintained.
- 3.3.10 In the event of a material breach of contractor obligations under this section, the State (OSHP) may at its option terminate the contract according to provisions within the contract for termination.

3.4 Work Location

Work will be performed at the Ohio State Highway Patrol Academy, located at 740 East 17th Avenue, Columbus, Ohio 43211.

3.5 Work Hours

The physician's standard work hours are Monday through Friday from 7:00 A.M. through 1:00 P.M. Additional work hours may be required due to emergencies or special circumstances. As identified, the OSHP Superintendent or his/her designee will notify the physician of the need to work additional hours. The hourly rate will remain the same regardless of the hours worked. No services will be required on official state holidays.

3.6 Time Sheet

In order to document hours worked by the assigned physician for state auditing purposes, the physician(s) will be required to enter his/her start and end times on the OSHP provided time sheet. The time sheets will be used to match against the corresponding invoice(s) in order to ensure proper payment for services rendered.

3.7 Parking

One (1) reserved parking spot will be provided for use by the physician.

3.8 Time-Off

To the extent possible, the primary/chief physician will provide a minimum of four (4) weeks notification to the OSP Superintendent or his/her designee for planned time off such as vacation, in-service days, and continuing credit.

3.9 Payment

Payment will only be made for hours worked as entered by the physician(s) on the applicable time sheet, as approved by the OSHP Superintendent or his/her designee, and as properly reflected on the corresponding invoice.

4 General Terms and Conditions

4.1 Contractual Obligations:

The terms and conditions for the services to be performed are in accordance with the contractual obligations established by the Ohio Department of Public Safety (ODPS).

4.2 Contract Term:

This Agreement is to be effective from receipt of a purchase order through June 30, 2013. If intending to renew this Agreement, the ODPS shall give written notice to Independent Contractor prior to expiration. Upon mutual agreement of both parties, and contingent upon appropriation of such funds by the General Assembly, and Controlling Board approval, such renewal shall be from, July 1, 2013 through June 30, 2015.

4.3 Contract Extension:

The ODPS may unilaterally extend this agreement by giving thirty (30) days written notice prior to the expiration, for an additional six (6), one (1) month extensions at an hourly rate not to exceed the current contract rate.

4.4 Compensation:

4.4.1 In consideration of the Contractor's satisfactory performance, the State will pay the Contractor the amount(s) quoted in the Price Schedule. The Contractor's right to payment is contingent on the complete and satisfactory performance of the work. Upon actual receipt of proper invoices, the ODPS will make payment within thirty (30) days to the Contractor. The Ohio Revised Code (ORC) § 126.30 <http://codes.ohio.gov/orc/126.30> applies to this Agreement and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one-twelfth (1/12) of the rate per annum prescribed by ORC § 5703.47 <http://codes.ohio.gov/orc/5703.47>

4.4.2 The Contractor will invoice every two (2) weeks for work performed. In order to be considered a proper invoice, the Contractor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; and submit an original and two copies monthly to:

Ohio Department of Public Safety
Attn: Fiscal Services (OSHP)
P.O. Box 182074
Columbus, Ohio 43218-2074

4.4.3 Unless expressly provided for elsewhere in this Agreement, the Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

4.5 Fixed-Price with Economic Adjustments:

4.5.1 The contract price will remain firm for the first twenty-four (24) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price to be effective thirty (30) calendar days after acceptance by the ODPS.

4.6 Insurance:

The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- 4.6.1 Workers' compensation insurance, as required by Ohio law, and if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000 limit.
- 4.6.2 Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 1,000,000 General Aggregate
\$ 1,000,000 Products/Completed Operations Aggregate
\$ 500,000 Per Occurrence Limit
\$ 500,000 Personal and Advertising Injury Limit

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

- 4.6.3 Professional liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor shall provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

If not submitted with the Offeror's response, copies of the respective insurance certificate(s) shall be filed with the OSHP within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the Offeror being deemed not responsive. The certificate(s) must be in a form that is reasonably satisfactory to the ODPS as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

4.7 Drug Free Workplace:

The Contractor certifies that to the best of his/her ability, all of his/her employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply will result in IMMEDIATE termination of this Agreement.

4.8 Equal Opportunity Requirements:

- 4.8.1 The Contractor, and any of its subcontractors, shall comply with the requirements under ORC § 125.111 <http://codes.ohio.gov/orc/125.111> The Contractor and any of its subcontractors shall not discriminate against anyone because of race, color, religion, creed, sex, age, disability, national origin or ancestry.
- 4.8.2 The Contractor certifies that both the Contractor and any of its subcontractors are in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices.

4.8.3 The ODPS encourages both the Contractor and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) vendors.

4.9 Conflict of Interest:

The Contractor shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.

4.10 Campaign Contributions:

The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC § 3517.13 <http://codes.ohio.gov/orc/3517.13> are in full compliance with Divisions (I)(1) and (J)(1) of ORC § 3517.13J).

4.11 Ohio Ethics Clause:

Per O.R.C. 102.04 (D) <http://codes.ohio.gov/orc/102.04>: The Contractor affirms by the Contractor's signature that he/she is not elected or appointed to an office of or employed by the General Assembly or any department, division, institution, instrumentality, board, commission, or bureau of the State, excluding the Courts,

Or

The Contractor affirms by the Contractor's signature that he/she is a public official appointed to a non-elective office or is a public employee, but, is exempt from the provisions of O.R.C. 102.04 (A) or (B) because,

4.11.1 The Contractor is supplying the goods and/or services which are subject of this agreement to an agency other than the one with which he/she serves; AND

4.11.2 The Contractor has filed the required statements with the following agencies:

4.11.2.1 The appropriate ethics commission; AND

4.11.2.2 The public agency with which he/she serves; AND

4.11.2.3 The public agency to whom the goods and/or services will be provided.

4.12 Declaration Regarding Material Assistance/NonAssistance to Terrorist Organization - Sec. 2909.33 (C):

In accordance with R.C. 2909.33(C) <http://codes.ohio.gov/orc/2909.33>, I certify that I meet one of the following conditions:

4.12.1 (a) I have not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

Or

4.12.2 (b)(1) I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

And,

- 4.12.3 (2) I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

The Offeror must submit Declaration of Material Assistance form prior to award of a contract. The form is available by selecting the following link: <http://www.publicsafety.ohio.gov/links/HLS0038.pdf>

4.13 Executive Order 2011-12K, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided in Attachment 1. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response.

4.13.1 Executive Order Requirements:

The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

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

4.13.2 Termination, Sanction, Damages:

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

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

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

4.13.3 Assignment / Delegation:

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

4.14 **Responsibility for Claims:**

The Contractor agrees to indemnify and hold the ODPS harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Contractor and from claims for wages or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

4.15 **Ownership:**

4.15.1 Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and/or software developed under this Agreement (hereinafter referred to under this Section as "Deliverables") shall become the property of the ODPS. The ODPS, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of the ODPS, except that the Contractor shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. The Contractor shall not include in any Deliverables any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. The Contractor must identify in writing, prior to the start of work under this Agreement, any and all proprietary, copyrighted, and/or patented materials it intends to use.

4.15.2 The Contractor agrees that all Deliverables may be made freely available to the general public to the extent required by law.

4.15.3 This Section shall survive the termination of this Agreement and may be enforced by the ODPS in any court of competent jurisdiction.

4.16 **Availability of Funds:**

The obligations of the ODPS under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to the ODPS for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by ORC § 126.07 <http://codes.ohio.gov/orc/126.07> The ODPS may suspend or terminate this Agreement if the General Assembly fails to appropriate funds or if federal grant funds are not available for any part of the work under this Agreement.

4.17 **Auditor Recovery Finding – ORC § 9.24:**

The Contractor affirmatively represents and warrants to the ODPS that it is not subject to a finding for recovery under ORC § 9.24 <http://codes.ohio.gov/orc/gp9.24>, or that it has taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the ODPS hereunder shall be immediately repaid to

the ODPS, or an action for recovery may be immediately commenced by the ODPS for recovery of said funds.

4.18 Construction:

This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

4.19 Governing Law:

This Agreement shall be considered, interpreted, and the rights of the parties determined according to Ohio law. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected by such determination.

4.20 Suspension/Termination:

4.20.1 The Contractor or the ODPS may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.

4.20.2 Any violations or breach of the terms stated herein, by the Contractor, shall provide the ODPS with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the ODPS.

4.20.3 If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by the ODPS, however, the Contractor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and ORC § 126.30 shall apply. <http://codes.ohio.gov/orc/126.30>

4.20.4 If this Agreement is suspended or terminated, the Contractor shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the ODPS, furnish a report describing the status of all work under this Agreement, including results and conclusions accomplished, and such other matters as the ODPS may require. The requirements in this paragraph shall occur in accordance with the following:

4.20.4.1 If the Agreement is suspended or terminated by the ODPS, the requirements in this Agreement shall commence upon the date the Contractor receives notice of suspension or termination.

4.20.4.2 If the Agreement is suspended or terminated by the Contractor, the requirements in this Agreement shall commence upon the date the Contractor sends notice of suspension or termination.

4.20.5 If this Agreement is suspended or terminated, the Contractor, upon submission of a proper invoice, shall be entitled to compensation which shall be calculated by the ODPS according to this Agreement for the work performed prior to the date on which the Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable, less any funds previously paid by, or on behalf of, the ODPS.

Regardless of which party terminates the Agreement, any payments made by the ODPS in which services have not been rendered by the Contractor shall be prorated and returned to the ODPS.

PUBLIC

Such payment(s) must be sent to the ODPS within thirty (30) days of the date on which the Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable. The ODPS shall not be liable for any further claims.

4.21 Background Check:

A background check for the prospective physician(s) will be performed by the OSHP and must be successfully completed prior to the award of the contract. Physicians currently under suspension in Ohio or any other state or are under investigation that may involve disciplinary action in Ohio or any other state, are not eligible to perform this service. In addition, no physician who has been or currently is under any agreement with a licensing authority that conditions his or her medical license to medical or psychological treatment or monitoring is eligible to perform this service. During the term of the contract, if an assigned physician's medical license is suspended, the replacement physician will be required to successfully complete a background check prior to working at the OSHP Academy.

4.22 Antitrust Assignment:

The Contractor assigns to the ODPS all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

4.23 Record Keeping:

During the performance of this Agreement and for a period of three (3) years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the ODPS.

4.24 Changes:

The State may make reasonable changes within the general scope of this project. The State will do so by issuing a written order under this contract describing the nature of the change (Change Order). If a change causes an increase in the cost of, or the time required for, the performance of the project, the successful Contractor will notify the State in writing within five days of receiving the Change Order and request an equitable adjustment in the Contractor's fee, the delivery schedule, or both before the Contractor signs the Change Order. Any major changes will be handled through a contract addendum.

If the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the scope of the specifications for this project, the Contractor will have a right to request a Change Order from the State within five business days from receiving notification of the changes and before work on the change begins. This request must be made in writing to the State. Scope of work changes will be managed as follows: the Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and the specifications for the change as well as any equitable adjustments that need to be made in the Contractor's fee or the performance schedule for the work. The Contractor will sign the Change Order to signify an agreement with it within five days of receiving the Change Order.

The State will not be responsible for any increase in the fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedures for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the project, as changed.

4.25 Audits:

During the term of this contract and for three years after final payment under this contract, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other

materials that relate to this RFQ. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the project.

Unless it is impracticable to do so, all records related to this contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records from the Contractor's office closest to Columbus, Ohio.

The Contractor will make applicable records available within five business days whenever the State or others with audit rights request access to the Contractor's records. If any audit reveals any material deviation from the project's specifications, any misrepresentations, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

4.26 Excusable Delay:

Neither the State nor the Contractor will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after the delay. In the event of any such excusable delay, the date of performance or delivery must not create the need for a delay of the conference. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third party manufacturer's supplying commercial items and over whom the Contractor has no control.

4.27 Sub-contracting:

Sub-contracting will be allowed only with prior written approval from the ODPS.

4.28 Replacement Personnel:

The quality and professional credentials of the proposed resource(s) submitted in the Offeror's quotation are material factors in the State's decision. The Contractor may not remove the proposed resource(s) from the Work without the prior, written consent of the State, for the duration of the Contract, including any extensions except for reasons listed. If the Contractor removes the proposed resource(s) without prior written consent of the State, the Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

The Contractor may only remove the proposed resource(s) listed in the quotation response for legal or disciplinary reasons. In this event, the Contractor will have seven (7) business days to provide two (2) proposed qualified replacement resource(s) for each removed resource. The State may reject the proposed replacement resource(s) for the following reasons:

- 4.28.1 Failure of the resource(s) to meet the Mandatory Requirements and Qualifications identified in this RFQ.
- 4.28.2 Failure of the Contractor to provide two (2) qualified replacement resources for each removed resource.

If the State rejects the replacement resource(s), the Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

4.29 Nondisclosure Agreement:

Contractors/Consultants may be required to submit a completed and signed Nondisclosure Agreement to the ODPS as soon as possible after the Contractor has been accepted following the interview process but, prior to a Purchase Order being issued. If required, failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.25 Replacement Personnel of this RFQ (See Attachment 2, Nondisclosure Agreement).

4.30 Confidentiality and Conduct Agreement:

Contractors/Consultants may be required to submit a completed and signed Confidentiality and Conduct Agreement to the ODPS as soon as possible after the Contractor has been accepted following the interview process but, prior to a Purchase Order being issued. Failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 4.28 Replacement Personnel of this RFQ (See Attachment 3, Confidentiality and Conduct Agreement).

4.31 Work Rules, Policies and Procedure Compliance:

The Contractor agrees, as a condition of being awarded this contract, to require each of its agents, officers, and employees to abide by the State of Ohio and the Ohio Department of Public Safety's policies, work rules, safety rules, or policies regulating the conduct of persons on State property at all times while performing duties pursuant to this contract. Additionally, if the Contractor is using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the contract and sufficient grounds for immediate termination of the contract by the Ohio Department of Public Safety. The Contractor's resources assigned to work on this project will be provided a copy of the Consultant Policy Assignments and are required to sign a verification of receipt and acceptance/compliance within five (5) business days after start of work onsite at the ODPS.

5 Submission of Quotations and Additional Offeror Responsibilities:**5.1 Inquiries:**

Offerors may make inquiries regarding this RFQ any time during the inquiry period. To make an inquiry, Offerors must use the following process:

- 5.1.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- 5.1.2 From the Navigation Bar on the left, select "Find It Fast";
- 5.1.3 Select "Doc/Bid/Schedule #" as the Type;
- 5.1.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
- 5.1.5 Click "Find It Fast";
- 5.1.6 On the document information page, click "Submit Inquiry";

- 5.1.7 On the document inquiry page, complete the required "Personal Information" section by providing:
 - 5.1.7.1 First and last name of the prospective Offeror's representative who is responsible for the inquiry;
 - 5.1.7.2 Name of the prospective Offeror;
 - 5.1.7.3 Representative's business phone number; and
 - 5.1.7.4 Representative's e-mail address.
- 5.1.8 Type the inquiry in the space provided including:
- 5.1.9 A reference to the relevant part of this RFQ;
- 5.1.10 The heading for the provision under question; and
- 5.1.11 The page number of the RFQ where the provision can be found.
- 5.1.12 Click "Submit".
- 5.1.13 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.
- 5.1.14 Offerors may view inquiries and responses using the following process:
 - 5.1.14.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
 - 5.1.14.2 From the Navigation Bar on the left, select "Find It Fast";
 - 5.1.14.3 Select "Doc/Bid/Schedule #" as the Type;
 - 5.1.14.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
 - 5.1.14.5 Click "Find It Fast";
 - 5.1.14.6 On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.
- 5.1.15 The State will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.
- 5.1.16 When an amendment to this RFQ is necessary less than four (4) days before the RFQ due date, the State may extend the RFQ due date through an announcement. Amendment announcements may be provided any time before 3:00 P.M. on September 8, 2011.

5.2 Clarifications:

- 5.2.1 The ODPS may request clarifications on quotations to ensure the quotations are understood by the ODPS.
- 5.2.2 Clarifications shall be requested using e-mail to an address specified in the RFQ response, and clarifications shall be sent to the ODPS as a "reply" to the request for clarification within twenty four (24) hours (not including weekends or holidays).

5.3 Intentions:

- 5.3.1 It is the intent of the State to describe a complete set of requirements. Any incidental items omitted from these specifications but needed to satisfactorily complete the requirements, must be provided by the Offeror and will be included in the quotation.
- 5.3.2 If the State decides to revise this RFQ before the response due date, addenda will be posted to the Ohio Business Gateway: <http://www.ohio.gov/procure>
- 5.3.3 Quotations must be received no later than 3:00 P.M., September 14, 2011. Quotations should be:

Mailed to:	Delivered to:
Mark A. Contosta, CPPO, CPPB Chief, Purchasing Ohio Department of Public Safety 1970 W. Broad St., 5 th floor P.O. Box 182081 Columbus, Ohio 43218-2081	Mark A. Contosta, CPPO, CPPB Chief, Purchasing Ohio Department of Public Safety 1970 W. Broad St., 5 th floor Columbus, Ohio 43223

DELIVERY INSTRUCTIONS

Quotations, whether delivered through U.S.P.S., UPS, FedEx or by hand to the ODPS must be complete, cover page of the original quotation signed in blue ink, envelope sealed with the RFQ number and title clearly marked on the outside of the envelope or box.

Included in the sealed package, the Offeror must also submit one (1) copy of the Quotation on CD-ROM in Microsoft Word, Microsoft Excel, and PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Quotation.

If delivering the quotation in person to the ODPS, come to the loading docks on the South side of the building. There is a door to the immediate right of the right most loading bay. Next to the door is a bell to ring for service. Deliver the quotation to the ODPS mail room. Make sure the time and date of delivery is noted on the quotation and logged by the person receiving the envelope. If any problems are encountered, in the delivery, and to verify receipt of the quotation call Mark Contosta at (614) 752-4225. Attempts to deliver to the Highway Patrol Officer at the front desk of the Customer Service Center, as in the past, will be refused. The quotations will be received between the hours of 8:00 A.M. and 4:00 P.M. (3:00 P.M. on September 14, 2011) Monday through Friday.

- 5.3.4 Upon receipt by the ODPS Purchasing, all quotations will be time and date stamped. Postmarks or other times/dates appearing on the quotation envelope will not be considered as the official

time/date of receipt. An RFQ response submitted with insufficient postage or C.O.D. will not be accepted.

- 5.3.5 A facsimile of an offer will be considered, but an originally signed copy (signature to be in Blue Ink) of the offer must be received within seven (7) days after the quotation opening. Any other mode of transmitting a quotation to the ODPS shall not be considered a valid quotation.

5.4 Mandatory Content of RFQ Response:

- 5.4.1 RFQ Response Cover Letter:

The Offeror must HAND SIGN AND DATE THE RFQ COVER LETTER IN BLUE INK before submitting the quotation. The RFQ cover letter shall be on company letterhead, include an original signature in Blue Ink, and state the total dollar amount and hours to be worked by each listed candidate of the submitted quotation.

- 5.4.2 Quotation / Cost Summary:

Offerors will complete the Quotation/Cost Summary form/table found in Attachment 4 and identify all resources and costs associated with performing the work. The ODPS is expecting that the rates quoted shall be significantly discounted from the standard rates.

Offerors may not reformat these forms. Each Offeror must complete the Cost Summary forms in the exact format provided. Any reformatting may cause the State to reject the Offeror's quotation.

These forms and associated instructions are what the State projects as the final Cost Summary forms at the present time. The State reserves the right to modify the Cost Summary forms and instructions at the time qualified Offerors are invited to submit their fixed hourly rate. Completed Cost Table forms are to be provided when the quotations are submitted.

Offerors are to copy as many forms as are needed, and page number each sheet in the upper right hand corner. If there is any doubt as to which page a particular item should be recorded under, Offerors are to use their discretion. The important thing is that the item is listed and accounted for, not particularly where it is listed so that all costs are identified.

- 5.4.3 Experience, including environments, must be fully documented.

During the interview process with the OSHP staff, the resource consultant(s) must demonstrate competence/experience in their field. The resource's experience must also be documented for review and verification. Offered resources not showing technical or functional competency/experience will be reason to reject the Offeror's quotation. It is the responsibility of the Offeror to pre-screen their candidates to ensure compliance.

- 5.4.3.1 Provide three (3) professional references (Attachment 5), if less than three (3) references are provided, the Offeror must include information as to why less than three (3) references were provided. The State may disqualify the quotation if less than three (3) references are given.

- 5.4.3.2 Education, Training, Experience and Qualifications: The Offeror must submit a resume for each physician that is submitted for consideration listing their education, training, experience and qualifications.

5.4.4 Resource(s) Interview/Time Commitment:

The Offeror must agree to interviews, in person at the OSHP discretion, during the period of September 15 through 23, 2011. **No telephone interviews will be permitted. All interviews must be in person at the Ohio State Highway Patrol Academy, 740 East 17th Ave., Columbus, Ohio 43211.**

During the interview process the resource(s) must demonstrate their competency in their specific area(s) of project assignment. Additionally, the resource(s) must demonstrate excellent oral and written communication skills, knowledge in the English language, and their ability to speak clearly and understandably using the English language.

5.4.5 Contract Performance:

The Offeror must provide the contract performance information for the past seven (7) years (Attachment 7).

6 Evaluation

6.1 **Disclosure of Proposal Contents:**

The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded.

6.2 **Rejection of Proposals:**

The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFQ, or that the State believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the State may cancel this RFQ, reject all the Proposals, and seek to do the Project through a new RFQ or other means.

6.3 **Evaluation of Proposals Generally:**

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

- 6.3.1 The procurement representative's initial review of all Proposals for defects;
- 6.3.2 The State's evaluation of the Proposals;
- 6.3.3 Request for more information (interviews, presentations, and/or demonstrations); and
- 6.3.4 Negotiations

The State may decide whether phases three and four are necessary. The State has the right to eliminate or add phases three or four any time in the evaluation process. The State also may add or remove sub-phases to phases 2 through 4 any time if the State believes doing so will improve the evaluation process.

6.4 **Clarifications & Corrections:**

During the evaluation process, the State may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if the State believes doing so does not result in an unfair advantage for the Offeror and it is in the State's interests. Any clarification response that is broader in scope than what the State has requested may result in the Offeror's proposal being disqualified.

6.5 **Reference Checks:**

The state may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in the State not including the reference experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFQ as it relates to the Offeror's previous contract performance including but not limited to its performance with other local, state

and federal entities. The State reserves the right to check references other than those provided in the Offeror's Proposal.

To maintain fairness in the evaluation process, all information sought by the State will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

6.6 Initial Review:

The procurement representative will review all Proposals for their format and completeness. The procurement representative normally rejects any incomplete or incorrectly formatted Proposal, though he or she may waive any defects or allow an Offeror to submit a correction.

The procurement representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair.

6.7 Committee Review of the Proposals:

The evaluation committee will evaluate each Proposal that the procurement representative has determined is timely, complete and properly formatted. The evaluation will be according to the criteria contained in this Part of the RFQ. An attachment to this RFQ may further refine these criteria, and the committee has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of the State, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected. 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 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 committee may ask an Offeror to correct, revise, or clarify any portions of its Proposal.

6.8 Proposal Evaluation Criteria:

In the Proposal evaluation phase, the committee will rate the Proposals submitted in response to this RFQ based on the following criteria and weight assigned to each criterion: If the Offeror meets the mandatory requirements in the first table, the Offeror's Proposal will be included in the next part of this evaluation phase in the third table.

First Table

Mandatory Requirements	Does Not Meet	Meets
Must be licensed M.D. or D.O. in the State of Ohio.		

In the Proposal evaluation phase, the committee will rate the Proposals submitted in response to the RFQ based upon the following criteria and weight assigned to each criterion.

Second Table

Criteria	Weight	Meets Allowable Points
Proposal technical requirements	55%	275 Points
Proposal cost	30%	150 Points
Interview	15%	75 Points
Total	100%	500 Points

Third Table

Technical Proposal	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Line Score
		0	5	7	9	
Board certified or specialty trained in an area of primary medical care.	5					
Experience providing complete and thorough physical exams.	10					
Experience treating patients at sick call.	10					
Experience providing health appraisals.	10					
Experience evaluating patient treatment from other medical sources and preparing a report of findings and recommendations.	10					
Experience within the past five (5) years as a practicing, licensed M.D. or D.O. with direct patient care, i.e. family medicine, internal medicine and/or emergency medicine.	10					
Offeror's Total Technical Proposal Score						
Offeror's Candidate Interview Score	15					
Cost Summary (Attachment Four).	30	(Maximum possible score is 150 points)				
Offeror's Total Score						

Once the technical merits of a proposal have been evaluated as described above, the evaluation committee will identify three (3) Offeror candidates for interview selection. The evaluation committee will rank the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's total technical score. The scoring values shown, 0 through 9, are targets for each category. The number values assigned by each committee member may be higher or lower based on their determination/evaluation. Upon completion, the evaluation committee will identify the three (3) top ranking Offeror's proposal by highest combined total Technical Proposal score for interview selection. The Offeror's candidate will be scheduled for a structured interview by the evaluation committee which will be scored on a 0 to 9 scale (see Section 6.8).

After completion of the interviews, the evaluation committee will then calculate the Offeror's cost points. The Offeror's cost points are calculated using the following formula:

Cost points = (lowest Offeror's cost/Offeror's cost) x C. The value of C is 150, which is 30% of the total weighted "meets" evaluation points.

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 will always be the highest ranking Proposal(s) based on this analysis. The committee may not move a lower ranking Proposal(s) to the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any proposals that the committee disqualifies because of excessive cost or other reasons. Alternatively, if there are to be no more phases because the committee feels they are unnecessary or inappropriate, the highest ranking Proposal will be awarded the Contract.

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

This RFQ 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 meets the requirements or intent of the RFQ in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting any single requirement to participate in the Proposal process.

6.8 Interviews, Demonstrations, and Presentations:

The State will require the three (3) top Offeror's proposal by highest combined total Technical Proposal score to interview the Offeror's physician candidate. Such presentations, demonstrations, and interviews provide an Offeror with an opportunity to:

- 6.8.1 Clarify its Proposal and to ensure a mutual understanding of the Proposal's content;
- 6.8.2 Test or probe the professionalism, qualifications skills and work knowledge of the proposed candidates.

The presentations and interviews will be scheduled at the convenience and discretion of the State. The State may record any presentations, and interviews.

The State may decide to revise its existing proposal evaluations based on the interviews, demonstrations, and presentations.

6.9 Contract Negotiations:

The final phase of the evaluation process may be contract negotiations. Negotiations will be scheduled at the convenience of the State. The selected Offeror(s) must negotiate in good faith.

7.0 Basis of Award:

The award will be made to the highest ranking Offeror proposal meeting the requirements specified in this RFQ.

7.1 Estimated Schedule:

RFQ Release	August 31, 2011
Inquiry Period Begins	September 1, 2011
Inquiry Period Ends	September 9, 2011
RFQ opening	September 14, 2011 at 3:00 P.M. EDT
Evaluations / Interviews Conducted	September 15 - 23, 2011
Selection of Contractor/Approval Package	September 23 - 26, 2011
Anticipated Award/Start Date	November 1, 2011

7.2 Site Visit:

There will be a site visit at the Ohio State Highway Patrol Academy, 740 E. 17th Avenue, Columbus, Ohio 43211, Thursday, September 8, 2011, from 2:00 P.M. until 3:00 P.M.

All Offerors are encouraged to participate in this visit. No alternate site visit dates will be scheduled. Due to security requirements, you must submit your name and organization by fax or e-mail by Wednesday, September 7, 2011, 4:00 P.M. This information will be forwarded to the security desk at Ohio State Highway Patrol Academy to prepare them for your arrival. Fax number for submission of names is 614-387-0891, Attention: Mark Contosta and e-mail is mcontosta@dps.state.oh.us.

ATTACHMENT 1**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE**

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:_____
(Address)_____
(City, State, Zip)**Name/Principal location of business of subcontractor(s):**_____
(Name)_____
(Address, City, State, Zip)_____
(Name)_____
(Address, City, State, Zip)**2. Location where services will be performed by Contractor:**_____
(Address)_____
(City, State, Zip)**Name/Location where services will be performed by subcontractor(s):**_____
(Name)_____
(Address, City, State, Zip)_____
(Name)_____
(Address, City, State, Zip)**3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:**_____
(Address)_____
(Address, City, State, Zip)**Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):**_____
(Name)_____
(Address, City, State, Zip)_____
(Name)_____
(Address, City, State, Zip)

ATTACHMENT 1

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE (CONT)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

NAME: _____
(PLEASE PRINT)

TITLE: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT 2**NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (“**Agreement**”) is made this ____ day of _____, 20____
by _____ (“**Contractor**”)

WHEREAS, Contractor holds a position of trust relative to the information received during the performance of the work on the project. By executing this Agreement, Contractor acknowledges and recognizes the responsibility entrusted to Contractor and to the State of Ohio in preserving the security and confidentiality of the information.

NOW THEREFORE, Contractor agrees as follows:

- 1.** The term "**Confidential Information**" shall mean any and all information which is disclosed by the State verbally, electronically, visually, or in a written or other tangible form that is not generally disclosed to the public, including but not limited to, trade secrets, computer programs, software, software manuals and documentation, technology, systems, source code, databases, applications, engine protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination and arrangement of the contents thereof, formulas, data, inventions, methodologies, algorithms, techniques, processes, research activities and plans, marketing and sales plans, strategic plans, forecasts, training materials, pricing and pricing strategies, methods of operation, internal controls, security procedures, third party confidential information, customer lists, unpublished financial information, and personal information such as social security numbers, home addresses, telephone numbers, emergency contact information, and any other personal information.
- 2.** Contractor warrants and agrees to keep Confidential Information in strict confidence and shall not disclose it to any third party. Contractor shall use Confidential Information in a manner consistent with the terms of this Agreement and only in furtherance of the work on the project. Contractor's internal disclosure of Confidential Information shall be only to those employees, contractors or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Contractor shall promptly notify the State of any unauthorized disclosure or use of Confidential Information by any person and/or entity. Upon termination of this Agreement, or the State's written request, the Contractor shall cease use of the Confidential Information and immediately return all tangible Confidential Information to the State. With respect to Confidential Information stored in electronic form, the Contractor shall delete all such Confidential Information from its systems and certify in writing to the State that such information has been deleted.
- 3.** This Agreement imposes no obligation upon Contractor with respect to Confidential Information which Contractor can establish by legally sufficient evidence that such information: (a) was, prior to receipt from the State, in the possession of, or was rightfully known by Contractor, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement or without a violation of an obligation of confidentiality owed to the State; (c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by Contractor without the use of or reference to the Confidential Information. Contractor may disclose Confidential Information in accordance with valid judicial or other governmental order, provided that Contractor shall have given the State reasonable notice and opportunity to object prior to such disclosure, will seek confidential treatment of the information disclosed, and shall comply with any applicable protective order or equivalent.
- 4.** The Confidential Information is provided “as-is” and the State makes no representation or warranty of any kind, express or implied, with respect to the suitability, accuracy or non-infringement of third party rights. The

State shall at all times retain sole and exclusive title to, ownership of, all rights in and control over the use of all its Confidential Information. Contractor agrees that nothing in this Agreement is intended to grant any rights or license under any intellectual property rights of the State, nor shall this Agreement grant Contractor any rights in or to the Confidential Information, except the limited right to use such information in accordance with this Agreement.

5. Contractor will be liable for the disclosure of Confidential Information whether the disclosure is intentional, negligent, or accidental, and that breach of this Agreement may result in Contractor and Contractor’s organization being prohibited from participating in any future work with the Ohio Department of Public Safety.

6. This Agreement constitutes the entire agreement and supersedes all prior understandings and agreements concerning this subject matter. All additions or modifications to this Agreement must be in writing and signed by the authorized representatives of both parties. This Agreement shall be governed by the laws of the State of Ohio, excluding choice of law principles. Contractor acknowledges that monetary damages may not be sufficient remedy for unauthorized use or disclosure of Confidential Information, or for breach of this Agreement, and the State shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Contractor has read and understands this Nondisclosure Agreement. Contractor’s signature below indicates Contractor’s agreement to all of the above terms.

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT 3

CONFIDENTIALITY AND CONDUCT AGREEMENT

As part of this engagement by you with the State of Ohio, you hold a position of trust relative to the information received during the performance of the Work. By executing this Confidentiality and Conduct Agreement, you acknowledge and recognize the responsibility entrusted to you and to the State of Ohio in preserving the security and confidentiality of the information.

I will not disclose any confidential and/or sensitive information to third parties, unless otherwise authorized in writing by the State to do so.

I will use any confidential or sensitive information solely to do the Work.

I will restrict circulation of confidential and/or sensitive information within my organization and then only to people in my organization that have a need to know to do the Work.

Title to confidential and/or sensitive information and all related materials and documentation the State delivers to me will remain with the State.

I will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental.

I will not incorporate any portion of any confidential and/or sensitive information into anything, other than a Deliverable, and will have no proprietary interest in any of the confidential and/or sensitive information.

I will return all originals of any confidential information and destroy any copies I have made on termination or expiration of this project.

I will destroy any sensitive information (notes, work documents, documentation, etc.) that I have accumulated while doing the Work upon termination or expiration of this project.

I understand that I am not a representative of the State of Ohio and will not represent myself as such unless requested in writing by the State.

I understand that breach of this Agreement may result in my organization and I being prohibited from participating in any future work related to this project.

I have read and understand the Confidentiality and Conduct Agreement. My signature below indicates my agreement to all of the above terms.

BY: _____
(PLEASE PRINT)

TITLE: _____

SIGNATURE : _____

DATE: _____

ATTACHMENT 4**QUOTATION/COST SUMMARY TABLE**

Offerors will complete the Quotation/Cost Summary table below, and identify all costs associated with performing the work. The ODPS anticipates the hourly rates quoted to be significantly discounted from the standard rates.

The Offeror shall include the Individual(s) Name, Staffing Position Title, Standard Hourly Rate, Discount Rate %, Offered Hourly Rate, and Extended Cost per Fiscal Year for the individual(s) proposed in response to this Scope of Work. The following table is provided to assist in providing this information.

(The following tables assume that the vendor will be selected by September 23, 2011, will begin work on November 1, 2011 and complete the work by June 30, 2013).

Offeror Name: _____

Fiscal Year	Individual(s)	Staffing Position Title	Standard Hourly Rate	Discount Rate %	Offered Hourly Rate	Est. Hrs. (See Note 1)	Extended Cost
2012 <i>(November 1, 2011 – June 30, 2012)</i>						1008	\$
2013 <i>(July 1, 2012 – June 30, 2013)</i>						1638	\$
Estimated FY12 and FY13 Total						2646	\$

Note 1: Total hours noted above are broken out per Fiscal Year and must not exceed total aggregate hours of the contract.

ATTACHMENT 5
CANDIDATE(S) REFERENCES

Candidate's Name:

Three (3) professional references who have received services from the candidate in the past five (5) years.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Note: A routine background check will be processed by the Ohio State Highway Patrol as soon as possible after the candidate has been accepted. Failure to pass the background check may result in immediate dismissal of the candidate; whereupon, the Offeror must submit a replacement candidate within the time limits as set forth in 3.7 Replacement Personnel of this RFQ.

ATTACHMENT 6

A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF PUBLIC SAFETY
AND

(CONTRACTOR)

THIS CONTRACT, which results from **RFQ 12-186, Physician Services for the Ohio State Highway Patrol Academy**, is between the State of Ohio, Department of Public Safety (the "State"), and _____ (the "Contractor").

If this RFQ results in a contract award, the Contract will consist of this RFQ including all attachments, written amendments to this RFQ, the Contractor's quotation, and written, authorized amendments to the Contractor's quotation. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one page attachment to the RFQ, which incorporates by reference all the documents identified above. The terms and conditions for the Contract are contained in this RFQ. 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 RFQ, as amended;
2. The documents and materials incorporated by reference in the RFQ;
3. The Contractor's quotation, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's quotation.

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 of them will take precedence over anything else that is part of the contract.

This contract has an effective date of the later of _____, 201_, or the occurrence of all conditions precedent specified in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF PUBLIC SAFETY

By:

By: Thomas P. Charles, Director

Title:

Ohio Department of Public Safety

Date: _____

Date: _____

ATTACHMENT 7**CONTRACT PERFORMANCE**

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

Yes/No	Description
	Whether 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.
	Whether 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 government 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.
	Whether 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.
	Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	Whether the Offeror, any officer of the Offeror, or any owner of a 20% 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.
	Whether the Offeror, any officer of the Offeror, or any owner with a 20% 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 details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the evaluation team, such an answer and a review of the background details may result in a rejection of the Offeror's quotation. The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.