

Request for Proposal

RFP NUMBER: DRCP-15-2070
DATE ISSUED: January 6, 2015

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

PURCHASE OF A PULPER

INQUIRY PERIOD BEGINS: January 26, 2015

INQUIRY PERIOD ENDS: February 06, 2015

OPENING DATE: February 10, 2015

OPENING TIME: 12:00 PM EST

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

ATTN: Yolanda Cooks, Contract Analyst

This RFP consists of six (6) Parts and three (3) Attachments. Please verify 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

PURCHASE OF A PULPER AT LORAIN CORRECTIONAL

SERVICES (hereinafter referred to as the "Project"). If an acceptable Proposal is made in response to this Request for Proposal (hereinafter referred to as "RFP"), the ODRC may enter into a Contract (hereinafter referred to as "Contract") to have the selected Offeror perform the Project.

The initial term of the Contract is from the Contract effective date of February 1, 2015 or when signed by both parties, whichever is sooner; through June 30, 2015. The Contract effective date shall begin on the date on which the Contract is signed by both parties. In the event the Contract is signed by the parties on different dates, the later date shall control.

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

Calendar of Events (subject to changes) **The** following schedule is given to assist Offerors in responding to this RFP:

RFP Issued:	01/26/15
Inquiry Period Begins:	01/26/15
Inquiry Period Ends:	02/06/15
Proposal Due Date:	02/10/15 12:00 P.M. Local Time
Tentative Contract Award:	02/20/15
Effective Contract Date	02/28/2015

Structure of RFP The RFP is organized into six parts and has three attachments. The parts and attachments are listed below.

Part One:	Executive Summary
Part Two:	General Instructions
Part Three:	Scope of Work
Part Four:	Requirements for Proposal
Part Five:	Evaluation of Proposal and Contract Award
Part Six:	Proposal Evaluation Criteria

Attachment One:	Offeror Profile Summary
Attachment Two:	Declaration Statements
Attachment Three:	Service Contract Sample (NOT completed for Proposal Submission.)

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

Name: Attn: Yolanda Cooks, Contract Analyst
Title: Contract Analyst
Address: DRC Office of Administration
770 West Broad Street
Columbus, OH 43222

Contract Monitor Following Contract award and execution, 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: Leah Morgan
Title: Energy Conservation & Sustainability
Administrator
Address: 770 West Broad Street
Columbus, OH 43222

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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.ohio.gov/procure>;
- 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:
 - a. A reference to the relevant part of this RFP;
 - b. The heading for the provision under question; and
 - c. 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.ohio.gov/procure>;
- 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 ODR staff or any other agency of the State to discuss the Proposal may result in the Offeror being deemed not responsive.

Proposal Submission Requirements Each Offeror must submit four (4) complete, sealed, and signed copies of its Proposal to the ODRC Contract Representative at the address listed in Part One with the outside of each envelope clearly marked:

PURCHASE OF PULPER

Proposals must be received by Ohio Department of Rehabilitation and Correction, Attention: Contract Administration; 770 West Broad Street; Columbus, Ohio 43222, no later than 12:00 p.m. Eastern Standard Time on the Proposal Due Date. The ODRC Contract 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 ODRC Contract Representative may return, destroy, or otherwise dispose of the Proposals and copies.

Proposal Instructions The ODRC requires clear and concise Proposals, and Offerors should take care to completely answer questions and meet the RFP's requirements. Proposals must demonstrate an understanding of the requirements and show experience providing like services and the ability to meet the service requirements.

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

The State will not be liable for any costs incurred by any Offeror in responding to this RFP, even if the State does not award a Contract through this process. The ODRC 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 ODRC has the right to waive any defects in any Proposal or in the submission process followed by an Offeror, but the ODRC will only do so if it believes that it is in the ODRC's best interests and will not cause any material unfairness to other Offerors.

Amendments to Proposals Amendments or withdrawals of Proposals are allowed until 12:00 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 WORK

Background / Current State

This RFP is to solicit Proposals for a pulper to be used at the Lorain Correctional Institution to reduce food waste volumes. This includes the purchase of the pulper system, training, installation/assistance and warranty.

The Offeror should submit a Work Plan with its Proposal to demonstrate and/or describe how it will meet the following requirements. Failure to demonstrate may result in a lower possible Technical Score.

- a) Somat SPC-75S HT high tank, close-coupled pulper and hydra-extractors with hinged lid and limit switch, water flushed feed tray, 3 HP recirculating pump, chemical additive pump, valve package, Som-A-Trol control panel with water level control, push button station, and discharge chute with limit switch—or equal.
 - a. The Pulper should have high polished stainless steel tank with water flushed feed tray, hinged lid with limit switch, 3/8" thick stainless steel slurry chamber, 7 ½ HP TEFC direct drive motor, internal junk box and cutting mechanism, HyPoint cutting mechanism, stainless steel, consists of 1 piece security ring with 3 stationary, replaceable top cutters and impeller with 2 replaceable rotating cutters—or equal.
 - b. The scrapping/sorting table should be 8' long x 3'3" high x 3' wide, with 18" backsplash, removable legs with flanged feed and a pre-rinse spray hose—or equal.
 - c. Hydra-Extractor should have rigid stainless steel weldment with stainless steel legs, head assembly with 2 HP TEFC drive motor mounted to a 20:1 gear reducer, 17" long stainless steel discharge chute with limit switch, 3 HP TEFC recirculating pump and chemical additive pump. Water extracting mechanism should consist of 6" diameter stainless steel screw with nylon brush edge, stainless steel plug cutter and matching 6" diameter reinforced stainless steel screen, automatic rinse system with automatic shutdown timer—or equal.
 - d. Valves should include all required for proper operation (fresh water, tray flush and drain lines).
 - e. Electrical Control Panel should be UL approved and include all necessary electrical components prewired to a terminal strip; water level control and push button station, in a NEMA 4 stainless steel enclosure.
 - f. Life expectancy of the machine will be a minimum of fifteen (15) years in order to provide for the best return on investment available with a minimum of one year warranty including parts and labor;
- b) A "prison package" option – priced separately – should provide a safe and secure environment, as this machine will be placed within correctional institutions and offenders will have access to the equipment. It may consist of TEFC motors, NEMA 4 stainless steel enclosures for control panel and push button station, key actuated lockout for stop button, tamper resistant fasteners and locking capability for the cover plate, chute lid and control panel door.
- c) The system must be able to reduce food volume by a minimum of 60% on a single run through the system. The system is needed for Lorain Correctional Institution, which has a population of 1,574 (as of 7/14) and averages 1,000 lbs. of food waste per day.
- d) The proposal must describe how energy consumption is minimal for this type of equipment and how it fits into the ODRC energy conservation program;

- e) The proposal must include preparation, delivery, installation, training and support of the equipment.
- f) The proposal must include Total Cost of Ownership calculations.
 - a. The following assumptions should be used:
 - i. 1,000 lbs. of food waste/day
 - ii. Water costs \$0.0041/gallon
 - iii. Electricity costs \$0.0652/kwh
 - b. The following information should be provided:
 - i. Upfront Cost (I)
 - ii. Amount of run time needed to process 1,000 lbs. of food waste/day (T)
 - iii. Electricity used for given run time (E)
 - iv. Water used for given run time (W)
 - v. Cost of Warranty (R)
 - vi. Cost of replacement parts, not covered by warranty, over life of equipment (P)
 - vii. Cost of labor for maintenance, not covered by warranty, over life of equipment (L)
 - viii. Cost of preventative maintenance over life of equipment (M)
 - c. The following Total Cost of Ownership formula should be used:
 - i. $I + (((E \times \$0.0652/\text{kwh}) + (W \times \$0.0041/\text{gal})) \times 365 \text{ days} \times 20 \text{ years}) + P + L + M = \text{Total Cost of Ownership}$

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PART FOUR: REQUIREMENTS FOR PROPOSAL

Proposal Format Each Proposal shall 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 Offeror and Proposal to be considered responsive.

The Offeror may include any additional information it believes is relevant. All pages, except pre-printed technical inserts shall 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:**

1. Cover Letter;
2. Description of Offeror’s Scope of Work, Offeror’s Knowledge, Skills, and Abilities, and Price Proposal; and
3. Attachment 1 Offeror Profile Summary; and
4. Attachment 2 Declaration Statements; and
5. Attachment 3 Contract (Sample.)

1. **Cover Letter** The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing related services.

The Letter shall also include:

- a. General company profile including a description of the Offeror’s legal structure (e.g., corporation, partnership) 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. IRS Form W-9 Complete with Company information.
2. **Description of Offeror’s Scope of Work, Offeror’s Knowledge, Skills, and Abilities, and Price Proposal;** This section must fully describe the Offeror’s approach, method and specific steps for each of the service requirements in Part Three, Scope of Work of this RFP. To perform the scope of work successfully, the Offeror shall demonstrate in its Proposal that it has the education and/or experience to be able to perform in accordance with the requirements listed in Part Three, Offeror’s Knowledge, Skills, and Abilities of this RFP. This section shall also include any specific requirements or expectations of performance on behalf of the staff of ODRC.

The pricing shall include all travel and incidentals. . The ODRC will not be liable for any costs the Offeror does not identify in its Proposed Pricing.

3. **Offer or Profile Summary** Using Attachment One, the Offeror must show evidence of meeting the requirements in Part Three, Scope of Work and Offeror's Knowledge, Skills, and Abilities of this RFP, and contract experience providing or related services at sites comparable to the ODRC, such as state departments of correction and large city or county correctional operations. The information must be clearly identified and **three references provided** from those listed on Attachment One. Attachment One may be copied if additional space is needed.
4. **Declaration Statements** The Offeror must submit, along with their response, a completed Attachment Two: Declaration Statements.

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PART FIVE: EVALUATION OF PROPOSAL and CONTRACT AWARD

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

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

It is within the purview of the evaluation committee to decide whether phase four is necessary. The evaluation 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 Offeror. ODRC reserves the right to award in the best interest of the State.

1. Initial Review

a. Format and Completeness

The ODRC Contract Representative will review all timely-submitted Proposals for format and completeness and may reject any incorrectly formatted or incomplete Proposal. The ODRC Contract Representative may waive any non-material defects and allow an Offeror to submit corrections which: do not cause any material unfairness to other Offerors, do not create an unfair competitive advantage for the Offeror that is not allowed to other Offerors, and are in ODRC's best interests.

The ODRC Contract Representative will forward all timely-submitted, properly formatted, and complete Proposals to the Evaluation Committee.

b. Rejection of Proposals

A late proposal shall be immediately rejected and will neither be opened nor evaluated.

Failure to demonstrate meeting the Ohio driver's license and education and or experience requirements set forth in Part Three, Scope of Work shall result in rejection of the Offeror's Proposal.

ODRC may reject any Proposal that is not in the required format, is incomplete and 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.

2. Committee's Evaluation of the Proposals

a. 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 best 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.

b. Committee Review of the Proposals

The Evaluation Committee will evaluate and numerically score each Proposal that passes initial review. The evaluation will be according to the criteria contained in Part Six of this RFP. The Committee reserves the right to seek reviews or the advice of other State personnel with technical or professional experience that relates to this RFP. The Committee may adopt or reject any recommendations it receives from such reviews and advice or give them such weight as the Committee believes is appropriate. The evaluation will result in a point total being calculated for each Proposal.

The Committee will meet and review each Offeror's scores and come to an agreement on a consensus score.

The Proposal with the highest total points shall be considered the highest ranked and may determine contract award if the Offeror is considered responsive and responsible. Offerors will be considered responsive by fully completing and submitting the information required by this RFP and considered responsible based on past contract performance as identified by the Committee's use of the information provided in Attachment One, Offeror Profile Summary.

The Committee may also determine that interviews/presentations are necessary to select the highest ranked. In that event, the highest ranked proposers may be contacted to meet with the Committee.

3. Offeror's Performance History with Other Jurisdictions

All information sought by the Committee to evaluate Offeror responsibility shall be obtained in a manner such that no Offeror is provided an unfair competitive advantage. The Committee shall use Attachment One, Offeror Profile Summary, to conduct a responsibility evaluation for the Offeror whose Proposal is the highest ranking. The responsibility evaluation will measure the length of experience selected entities listed in Attachment One had with the Offeror. The selected entities' general evaluation of the Offeror's assumption of responsibility during their contract period (fulfillment of contractual responsibility) will also be measured.

4. Request for More Information

a. Interviews, Presentations and Demonstrations

The Committee may require an Offeror to interview with the Committee regarding its Proposal. Such interviews, presentations, and demonstrations provide the Offeror an opportunity to clarify its Proposal and to ensure a mutual understanding of the RFP content. These interviews, presentations, and demonstrations will be scheduled at the convenience and discretion of the 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.

After all meetings are completed the Committee, using the same evaluation criteria, may revise the rank of the proposals based on the interviews, presentations, and demonstrations. At that point, the Proposal with the highest rank will determine the contract award.

b. Background Investigations

Background investigations will be performed in accordance with ODRC Policy 34-PRO-07, available from the ODRC website at http://www.drc.ohio.gov/web/drc_policies/drc_policies.htm. ODRC's Managing Director/designee will coordinate the background investigation to be conducted as determined by the type of contract work to be performed. Pursuant to the Department of Administrative Services requirement for temporary personnel services, the Managing Director shall have the right to require the temporary service provider to perform the background investigation, at the ODRC's expense, or conduct the investigation internally. If the temporary service provider conducts the investigation, the Managing Director shall be provided the results of the investigation in its entirety.

c. 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 adequate they may reject the Proposal despite its other merits.

5. Contract Negotiations

a. Negotiations

It is entirely within the discretion of the Evaluation Committee, with the advice of ODRC Legal Counsel, to permit negotiations. The Committee is free to limit negotiations to the Offeror of the highest-ranked Proposal, to limit negotiations to a particular aspect of a Proposal, or to eliminate negotiations entirely. An Offeror must not submit a Proposal assuming there will be an opportunity to negotiate any aspect of the Proposal. If the Committee chooses to negotiate, the selected Offeror must negotiate in good faith. If negotiations are unsuccessful with the Offeror of the highest-ranked Proposal, the Committee may then choose to negotiate with the next highest ranking Offeror if the Offeror is considered responsive and responsible.

Any clarifications, corrections, or negotiated revisions that may occur during the negotiation phase will be reduced to writing and be amended in the RFP, the Offeror's Proposal, or the Contract, as appropriate.

b. 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 and begin negotiations with the next Offeror in order of rank if the Offeror is considered responsive and responsible.

Contract Award

The contract award process consists of two distinct phases:

1. Notification of Award / Non-Award; and
2. Contract Award.

It is the intent of ODRC, as a result of this RFP, to make an award to one Contractor for required services as stated in the scope of work requirements outlined in Part Three of this RFP.

1. Notification of Award / Non-Award

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

ODRC will issue a non-award letter to all non-selected Offerors.

2. Contract Award

If this RFP results in a Contract award, the Contract will include this RFP, written amendments to this RFP, the Offeror's Proposal, and written, authorized amendments to the Offeror's Proposal. These Contract documents will be attached and incorporated into the Service Contract provided in Attachment Three. This contract may also include any materials incorporated by reference in the above documents. The general terms and conditions for the Contract are contained in the Service Contract. 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 amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Offeror's Proposal, as amended; and
5. The documents and materials incorporated by reference in the Offeror'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.

PART SIX: PROPOSAL EVALUATION CRITERIA

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 points assigned to each criterion:

Proposal Requirements	<i>Does Not Meet</i>	<i>Meets</i>	<i>Total Score</i>
All submittals made and received on time.	0	5	

Scope of Work Requirements	Possible Points	Total Score
Total Cost of Ownership	40	
Return on Investment	40	
Conservation benefits and gained	20	

COST SUMMARY

Total Cost of Ownership \$ _____

1st year Warranty Cost \$ _____

5 year extended warranty to include parts, labor, and preventative maintenance

1 year extended warranty to include parts, labor, and preventative maintenance

Prison Package Cost (Optional) \$ _____

ATTACHMENT ONE: OFFEROR PROFILE SUMMARY

Using Attachment One, the Offeror must show evidence of meeting the requirements in Part Three, Scope of Work and Offeror's Knowledge, Skills, and Abilities of this RFP, and contract experience providing related services at sites comparable to the ODRC, such as state departments of correction and large city or county correctional operations. The information must be clearly identified and three references (i.e., customers during the last seven years) provided from those listed on Attachment One. Attachment One may be copied if additional space is needed.

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

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

Reference Company Name:	Contact Person:	
Reference Company Address:	Phone Number:	
Project Name:	Beginning Date of Contract: Month/Year	Ending Date of Contract: Month/Year

Description of related services provided:

ATTACHMENT TWO: DECLARATION STATEMENTS

A. STATEMENT OF COMPLIANCE, PURCHASE CONTRACT

_____, Offeror, acknowledges to having read, understood, and agrees to the Purchase/Service Contract as set forth in Attachment Three. Offeror is able to contractually comply with all the terms and conditions set forth in the Purchase/Service Contract. If there are any such terms and conditions which Offeror is unable to contractually comply, the Offeror must provide a detailed statement (attached to Attachment Three) as to the reason(s) such terms and or conditions cannot be met and provide alternative language which may be considered by ODRC.

B. CONFLICT OF INTEREST STATEMENT

_____, Offeror, confirms Offeror and any people who may work on the Project through the Offeror do not have a conflict of interest, direct or indirect, which is incompatible with the fulfillment of the Project. See Attachment Three- Purchase/Service Contract, Article 10, for conflict of interest and ethics compliance as it relates to award of this RFP. Offeror further agrees that 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.

C. EXECUTIVE ORDER 2011-12K

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the 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 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 Offeror not responsive and no further consideration will be given to the response. Offeror's offering will not be considered. If the 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)

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)

(Address, City, State, Zip)

D. CONTRACT PERFORMANCE

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

Offeror/Contractor Name _____

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 an 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.

I attest that I am a representative of the Offeror listed in this Proposal and have the authority to legally bind the Offeror to the aforementioned requirements (A. through D., inclusive) in Attachment Two.

Signature: _____

Print Name and Title: _____

Organization Name: _____

Date: _____

ATTACHMENT THREE: PURCHASE CONTRACT

FOR OFFICE USE ONLY:

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

Purchase
Contract
Between the
Ohio department of rehabilitation and correction -

**And
Contractor**

THIS CONTRACT is made and entered into effective Date by and between the Ohio Department of Rehabilitation and Correction, Section of ODRC (hereinafter collectively referred to as "Agency"), located at ODRC Section Address and Name of Contractor (hereinafter referred to as "Contractor"), located at Contractor Address (hereinafter referred to as "Contract").

WHEREAS, Agency desires to engage Contractor to Description of Services

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

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

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

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 6, 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:

N/A

(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 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 2, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article 4, Compensation, or until terminated as provided in Article 6, 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 **\$XXX**.
- 4.2 The total amount due was computed according to the following payment schedule:
See Attached Solicitation Documents
- 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 is not applicable.
- 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 2, 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, and their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this

Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

ARTICLE 11: NONDISCRIMINATION OF EMPLOYMENT

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

ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

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

ARTICLE 13: LIABILITY

- 13.1 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 ventures 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 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: ASSIGNMENT AND DELEGATION

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

ARTICLE 23: FINDINGS FOR RECOVERY

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

ARTICLE 24: DEBARMENT

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

ARTICLE 25: FORCE MAJEURE

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

ARTICLE 26: "SWEATSHOP - FREE" PURCHASING

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

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

ARTICLE 27: EXECUTIVE ORDER REQUIREMENTS

The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as Attachment C which is attached hereto and incorporated herein.

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

ARTICLE 28: TERMINATION, SANCTION, DAMAGES

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

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

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 25 % of the value of the Contract.

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

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

ARTICLE 29: EXECUTION

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

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

Signature of Contractor:	
Printed Name of Contractor:	Date:

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

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

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



JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

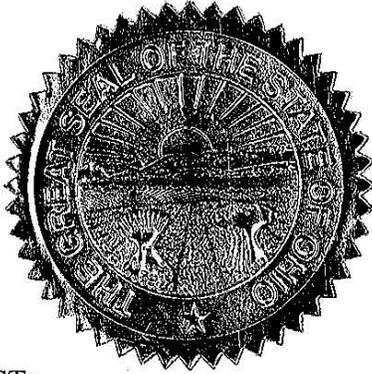
WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

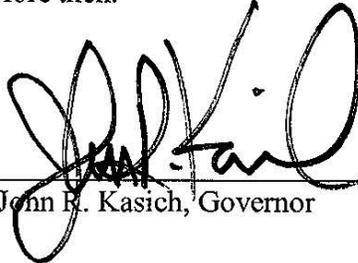
NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
 - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.

- ii. Require service providers or prospective service providers to:
 1. Affirm that they understand and will abide by the requirements of this Order.
 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
 - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.





John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State