

THIS IS NOT AN ORDER

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

THIS IS NOT AN ORDER

P.O. /Quote No.
DRCQ-12-0741

REQUEST FOR QUOTATION

Quote Date

We are in need of the items listed below. If you are interested in furnishing them please submit your quotation to the party listed below.

QUOTES WILL BE RECEIVED UNTIL 12:00 NOON OF THE OPENING DATE.

Fund	Account	ALI	DEPT	Program	Grant/Prj	Project	Serv Loc	Reporting
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BILL TO : 770 West Broad Street, Columbus OH 43222 Attn: Accounts Payables

F.O.B.
PREPAID
DEST.

CONTACT PERSON: Speranca Szana, CPPB

PHONE: (614) 752-1655 x.

Send Quote to:	QUOTE NO.	10/18/2011
	OPENING DATE 12:00 NOON	
VIA FAX		
Speranca Szana, Contract Analyst		
614-995-5103		

FEDERAL
E.I. NO.

QUOTER'S
NAME

STREET
ADDRESS

CITY
STATE & ZIP

QUOTER'S CONTACT PERSON:
PHONE NO.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION AND SPECIFICATIONS	UNIT PRICE	AMOUNT
			<p>CLASS, ITEM AND SPECIFICATION NO.:</p> <p>Specifications provided on attached SCOPE OF WORK, Web Solution Law Library Services</p> <p>Attach. One: Price Summary</p> <p>Attach. Two: Minimum Library Contents</p> <p>Attach. Three: Location/Institution & Terminals/Computer List</p> <p>Attach. Four: Inmate Access to Court & Counsel</p>		

Quotations must comply with instructions that accompany this form. Please read the instructions along with the terms and conditions carefully before preparing the request for quotation. Failure to comply fully with instructions may disqualify your quotation.

Shipment to be made _____ days after receipt of order.

Date:	Authorized Signature:	Printed Name:
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INSTRUCTIONS FOR SUBMITTING QUOTATIONS

1. All quotations must be typewritten or in ink and signed by an officer of the company. Quotations written in pencil will not be accepted.
2. All prices quoted **MUST BE FIRM**.
3. Quotations are requested for material or supplies specified. If materials or supplies other than those specified are offered, **NAME AND DESCRIPTION OR PROPOSED EQUAL MUST BE STATED**.
4. Quoters must specify **THE BRAND AND TYPE** they intend to furnish if the product is generally described by the brand name or manufacture.
5. Whenever brand names or catalog numbers or other specific descriptions are used to indicate the type of product described, **APPROVED EQUALS WILL ALSO BE CONSIDERED**.
6. Unless the buyer or quoter states otherwise, quotes will be awarded by item or as a whole at the discretion of the the buyer.
7. Transportation Charges: Quotations **MUST BE MADE F.O.B. DESTINATION**. The State of Ohio **DOES NOT PAY ANY FREIGHT TAX**. Therefore quoter **MUST NOT INCLUDE** such charges in their quotation.
8. The State weights and measures are to govern. No package or cartage charges.
9. Unit prices **MUST BE ENTERED, EXTENDED AND TOTALED ON ALL ITEMS**.
10. Terms: Any cash discounts offered will be accepted, and buyer will endeavor to use.
11. Request for information regarding quotes must include, (1) **THE QUOTE NUMBER, AND (2) THE DATE OF OPENING**.
12. **ALL QUOTATIONS RETURNED TO INSTITUTION MUST SHOW THE DATE AND QUOTE NUMBER ON THE LEFT HAND CORNER OF THE ENVELOPE**.
13. Ohio Election Law: By signing this Request for Quotation, the vendor affirms that no party listed in Division (I) or (J) of section 3517.13 of the Ohio Revised Code, or spouse of such party, has made, as an individual, within the past two previous years, one or more contributions totaling in excess of \$1,000.00 to the Governor or this committees.
14. Ohio Revised Code 9.24 prohibits the State from awarding a contract to any quoter(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the quoter warrants that it is now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this Invitation to Quote, without notifying the Department of such finding.
15. Contractor Disclosure; location of services, data. As part of this agreement, Contractor shall disclose, on Attachment Two, the following:
 - (1) The location(s) where all services will be performed;
 - (2) The location(s) where any state data applicable to the contract will be maintained or made available;and (3) The principal location of business for the Contractor and all subcontractors.
16. Contractor shall not, during the performance of this Contract, change the location(s) of the county where the services are performed or change the location(s) of the county where the data is maintained or made available without prior written approval of the state.

NOTE: The Business Administrator's Office reserves the right to reject any or all quotes.

Standard Quote Award Terms and Conditions

1. Terms and Conditions

The terms and conditions relating to this quote and any subsequent quote award or purchase order award are listed below. Any references in the quote, or attached descriptive literature, that intends to alter the terms and conditions and specifications of this QUOTE (i.e. F.O.B. place of destination or prices subject to change) will not be part of any resulting quote award or purchase order, and will be disregarded by the ODRC.

2. Quotes are Firm for 90 Days

Unless stated otherwise, once opened all quotes are irrevocable for sixty (60) days. Beyond ninety (90) days, quoter will have the option to honor their quote or make a written request to withdraw their quote from consideration.

3. Evaluation of Quotes

The quote will be awarded to the lowest responsive and responsible quoter as determined by ODRC under the Ohio Revised Code. Buy America/Buy Ohio preference(s), as set forth in Sections 125.09 and 125.11 of the Ohio Revised Code, may be applied as evaluation criteria. See Number 6, below. To protect the integrity of the competitive quote process, quotes will be closed for public review once the evaluation and award process begins.

4. Information Requested

DRC may request additional information to evaluate a quoter's responsiveness to the Quote or to evaluate a quoter's responsibility. If a quoter does not provide the requested information within seven days of the request, it may adversely impact ODRC's evaluation of the quoter's responsiveness or responsibility.

5. Rejected Quotes

ODRC may reject any quote, in whole or in part, if any of the following circumstances are true:

- A. Quotes offering equipment that is not in compliance with the requirements, specifications, terms or conditions stated in the quote,
- B. The price of the lowest responsive and responsible quote is excessive in comparison with market conditions or with the ODRC's available funds, or
- C. ODRC determines that awarding the quote is not in the best interest of the State of Ohio.

Buy America/Buy Ohio

6. A quoter claiming preference(s) for domestic end product(s) and/or the Ohio preference, pursuant to Ohio Revised Code Sections 125.09 and 125.11, and Administrative Code Section 123:5-1-06, must complete Attachment One and return with the quote. A quoter who fails to complete and return Attachment One is ineligible to receive the preference. To receive the Buy Ohio preference, for significant Ohio economic presence, the quoter must meet all the following criteria:

- a. Pay required taxes to the state of Ohio;
- b. Be registered and licensed to do business in the state of Ohio with the Office of the Secretary of State; and,
- c. Have ten or more employees based in Ohio, or seventy-five percent or more of their employees based in Ohio.

7. General Representations and Warranties

Manufacturer's warranty should be at least one year from date of acceptance as defined herein. The Contractor further warrants that the recommendations, guidance, and performance of the Contractor under this Quote award will:

- A. Be in accordance with the sound professional standards and the requirements of this quote and without any material defect.
- B. No Deliverable will infringe on the intellectual property rights of any third party.
- C. That the Deliverables hereunder are merchantable and fit for the particular purpose described in this quote. Additionally, with respect to the Contractor's activities under this Quote award, the Contractor warrants that:
 - D. The Contractor has the right to enter into this quote award.
 - E. The Contractor has not entered into any other quote awards or employment relationships that restrict the Contractor's ability to perform under this quote award.
 - F. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
 - G. The Contractor has good and marketable title to any equipment delivered under this quote award and which title passes to the ODRC.
 - H. The Contractor has the right and ability to grant any applicable license granted in Deliverable in which title does not pass to the ODRC.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

8. Contractor Declarations

The Contractor declares that it is engaged as an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind necessary to its business. The Contractor also acknowledges that it is responsible for maintaining any and all professional licensing required fulfilling the quote award. The Contractor shall further provide professional services performed in accordance with community and relevant professional standards. The Contractor acknowledges that it does not have any authority to sign quote awards, notes and/or obligations or to make purchases and/or dispose of property for or on behalf of the State.

The Contractor may provide assistants, employees, and persons required to perform the work who are employees of the Contractor. The Contractor understands and agrees that the Contractor is responsible for providing any required benefits and withholding for the Contractor and the Contractor employees, including all taxes, workers' compensation, disability, unemployment compensation, any specialized insurance, and any other coverage for liability arising from or occurring during the performance of this Quote award. The State shall not be liable for any tax liabilities incurred by the Contractor under this Quote award. The Contractor assumes full responsibility for any and all applicable city, state, and/or federal taxes as a result of work and/or payments made under this Quote award.

9. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.

Pursuant to Ohio Revised Code Section 2909.33, in order to enter into a quote award for the work described herein, the successful quoter must hold a current and valid pre-certification from ODRC certifying that it has not provided material assistance to an organization listed on the United States Department of State Terrorist Exclusion List ("Terrorist Exclusion List"). This certification is achieved by truthfully answering "No" to every question on the DRC-provided Ohio Department of Public Safety's "Pre-Certification for Private Entities" form in light of a current copy of the Terrorist Exclusion List. The form is available at:

<http://www.homelandsecurity.ohio.gov/dma.asp>

10. Workers' Compensation

The Contractor shall obtain and maintain Workers' Compensation coverage, as required by Ohio law for the term of this Quote award. This shall cover all employees of the Contractor. Any service providers acting, as subcontractors must also have current Workers' Compensation coverage. The Contractor agrees and understands that DRC shall not provide Workers' Compensation coverage, or in any way be responsible for the premiums for Workers' Compensation coverage for the Contractor, employees of the Contractor or any subcontractors. The Contractor shall furnish proof of coverage by providing a copy of their Ohio Bureau of Workers' Compensation certificate to DRC.

11. Certification of Drug-Free Workplace Compliance

The Contractor certifies that, while on State property, he/she and/or all employees will not purchase, transfer onto State property, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

12. Invoice and Payment

The Contractor will invoice for the equipment provided after the date the equipment is delivered and accepted, in accordance with the terms of this QUOTE. 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; that is, payment will be made within thirty days upon receipt of a proper, correct invoice and documentation of completion of work. To be a proper invoice, the invoice must include the following information:

- A. The purchase order number authorizing the delivery of the equipment.
- B. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the equipment.

If this Quote award exceeds \$10,000 or the Contractor holds quote awards that total in excess of \$10,000 over a 12-month period, the Contractor agrees to allow the federal government access to the quote awards and the books, documents, and records needed to verify the Contractor's and/or SubContractor's costs.

13. Discrimination

The services to be performed under this Quote award shall comply with the requirements set forth under Title VI of the Civil Rights Act of 1964, amended 1972 and Section 504 of the Rehabilitation Act of 1973 which states "...no person shall on the grounds of race, color, national origin, and handicap be excluded from participation in or denied the benefits of, or be otherwise subjected to discrimination under any program or activity."

14. Governing Law/Severability

The purchase order or Quote award that results from this QUOTE shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Quote award or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Quote award will remain in full force and effect.

15. Quote award Construction

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

16. Force Majeure

If the State or Contractor is unable to perform any part of its obligations under this Quote award 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 Quote award. 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.

17. Amendments

No amendment or modification of this Quote award will be effective unless it is in writing and signed by both parties.

18. Assignment / Delegation

The Contractor will not assign any of its rights nor delegate any of its duties under this Quote award without written consent of the DRC. Any assignment or delegation not consented to may be deemed void by the DRC.

19. Documentation

Contractor agrees to complete all documentation requested by the ODRC.

Supplemental Quote award Terms and Conditions

1. Quote award Components

(If Request for Quote results in an award) The Quote award will consist of the completed Invitation to Quote; the completed competitive sealed quote; and applicable, valid State of Ohio, purchase order ("Quote award").

2. Term of Quote award

This Quote award is effective upon receipt of the purchase order by the preferred quoter. This Quote award will remain in effect until the Quote award is fully performed by both parties or until it is canceled or terminated, whichever occurs first. State quote awards may not extend beyond a biennium.

3. Delivery and Acceptance

Contractor receiving the purchase order must provide the equipment under this QUOTE F.O.B. the place of destination. The equipment will be delivered and installed at the place of destination. Freight will be prepaid.

Acceptance (transfer of title) of the equipment by DRC will occur upon the inspection and written confirmation by DRC that the equipment was delivered and installed conforming to the requirements set forth in the QUOTE. Unless otherwise provided in this QUOTE, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

Prior to delivery of the equipment, the Contractor must coordinate the date and time of delivery with the indicated institution contact. The Contractor will be responsible for adhering to the institution's security policies and procedures.

4. Return Goods Policy

The DRC will apply the following Return Goods Policy on all purchases made under the Quote award. The quoter acknowledges to have read, understood, and agreed to this Policy. When due to Contractor error (i.e., over-shipment, defective merchandise, unapproved substitution) goods shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the DRC premises within seven (7) calendar days after receiving notification from DRC. The Contractor shall not apply any restocking or other charges to the DRC. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the DRC will dispose of accordingly.

5. Debarment

Contractor represents and warrants that it is not debarred from consideration for quote award awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code Section 153.02 or Ohio Revised Code Section 125.25. If this representation and warranty is deemed to be false, this Quote award is void *ab initio* and Contractor shall immediately repay to the DRC any funds paid under this Quote award.

Attachment One: Buy America/Buy Ohio Certification

A quoter claiming preference(s) for domestic and products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following applicable information. A Quoter who qualifies as an "Ohio" quoter (offer an Ohio produced product or who have significant Ohio economic presence) or who qualifies as a border state quoter is eligible to receive a five percent (5%) preference over the price offered by a low non-Ohio/non-border state quoter. The Ohio Department of Rehabilitation and Correction (ODRC) may clarify any information provided below.

QUOTERS MUST COMPLETE THIS CERTIFICATE TO RECEIVE THE PREFERENCE(S).

A. Domestic Preference (Buy America): [Not applicable to "Excepted Products", as published by DAS]

1. Where is each product/service being offered mined, raised grown, produced or manufactured?

United States: _____ Canada Mexico (Go to B-1) Other: _____ (Go to A-2)
(State) (Specify Country)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, whether or not a duty free entry certificate if issued.

Yes (Go to B-1) No (Go to A-3)

3. The Quoter hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of the unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

_____	_____
(Country of Origin)	(Item)
_____	_____
(Country of Origin)	(Item)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Contractor, their Sub-contractor(s) and any agent or the Contractor, their Sub-contractor(s) must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by Taliban, or Serbia (excluding the territory of Kosovo).

B. Ohio Preference (Buy Ohio):

1. The production/services being offered are raised, grown produced, mined or manufactured in Ohio.

Yes (Go to C.) No (Go to B-2)

2. Quoter has significant economic presence within the State of Ohio. Yes (Answer a, b, c. below) No (Go to B. 3)

a) Quoter has paid the required taxes due the State of Ohio Yes No

b) Quoter is registered and licensed to do business in the state of Ohio with the Ohio Secretary of State.

Yes (Charter/Registration No: _____) No

Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:

www.state.oh.us/sos/

c) Quoter has ten or more employees based in Ohio. Yes No (Go to B. 2d)

d) Quoter has seventy-five percent or more employees based in _____ Yes No (Go to B. 2d)

3. Border state quoter: Yes (Specify: KY MI NY PA) No (Go to B. 4)

4. Border state quoter: products produced or mined in respective border state Yes No Not Applicable

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

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

The Contractor 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 may subject the Contractor to sanctions. If the Contractor 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)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

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.

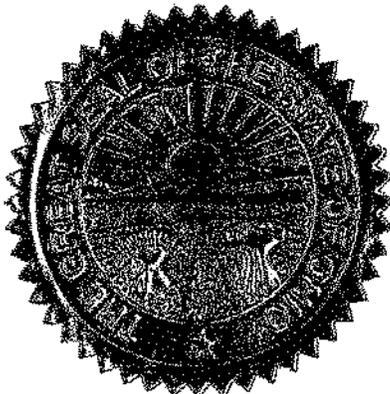
WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

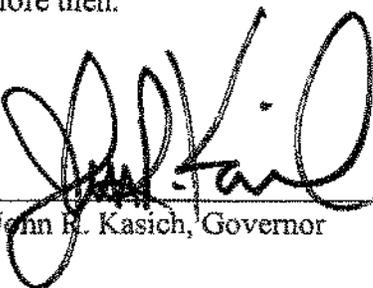
NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

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 E. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

SCOPE OF WORK

Web Solution Law Library Services

Objective

The objective of this RFQ is to competitively solicit Proposals from Offerors with relevant knowledge and experience to provide a web solution comprised of legal materials for research for access by five (5) employees of the ODRC Legal Services Division employees and 28 institutions. The system must be fast, reliable and user-friendly to accommodate a wide range of computer and research skill levels and the on-site operations will be administered by the ODRC Operation Support Center, Bureau of Information & Technology (BITS). In addition, the Contractor will provide necessary training for ODRC staff to ensure that the software is fully utilized. It will be the Contractor's obligation to ensure that the people the Contractor provides are qualified to perform their portion of the work.

Background Information and ODRC Responsibility for Web Solution Law Library Services

ODRC is held accountable to protect and support citizens of Ohio by ensuring that offenders are effectively supervised in environments that are safe, humane, and appropriately secure. Those convicted of adult felonies are incarcerated in a state facility for the course of their sentence. The ODRC allows offenders access to legal resources so that they may challenge their convictions, sentences, or the conditions of their confinement. The ODRC Division of Legal Services manages in-house legal concerns for the department.

ODRC will maintain on-line law library access for 106 terminals/computers located in both public and two privately operated and managed penal institutions plus access for five (5) Legal Services employees as set forth in Attachment Three. ODRC provides hardware required for users to access the on-line service.

Contractor Scope of Work

1. The proposed WEB solution must run in a centralized environment.
2. Offeror **MUST** notify ODRC BITS staff at least two (2) weeks prior to initiating or installing any changes to its website, in order for ODRC to prepare by conducting compatibility testing.
3. Solution other than a web client based application will be rejected by ODRC and not considered in the evaluation process. Terminal services and other similar remote client connection solutions are **NOT** considered a web client based solution by ODRC. Direct HTTP or HTTPS connections to the application using Firefox 3.5 or above is considered a web client based solution. Describe contractor's arrangement to meet this requirement.
4. The Contractor will not forward or send additional/promotional software to ODRC.
5. The proposed WEB solution must work with the ubuntu desktop edition operating system.
6. The WEB solution must work with the Firefox web browser.
7. The WEB solution shall not contain computer language that allows access to the Internet or permits links to other websites. Also, the WEB solution shall not pull any data from other websites.
8. Security measures for off-site web hosted services must meet the following criteria:
 - a. All data services will conform to the ODRC Inmate access policy 59-LEG-01 including Contractor's off-site web hosted services. (See Attachment Four: 59-LEG-01, Inmate Access to Court and Counsel).
 - b. Inmates shall not have access to any internet site outside the proposed application without approval by the Deputy Director of Administration or Designee.
 - c. No other services such as chat, email, web mail or any communication methods shall exist for the inmate use.
 - d. The off-site service will be locked to only one host server and shall not perform redirects to other sites.
 - e. The Contractor will assume responsibility for backups of all user and account data in an off-site solution.

9. Security measures for on-site web hosted services must follow the same guidelines as the off-site solution and ODRC's BITS staff will maintain the uptime, physical security, server hardware and backups. The Contractor will be responsible for providing updates and support maintenance.
10. In case of hardware failure or natural disasters the Contractor must respond to service issues four (4) hours from notification and return to normal working status within 24 hours.
11. Visual impaired persons must be able to read the contents of the WEB solution according to ADA guidelines.
12. Each WEB client must be able to access the WEB solution system independently and simultaneously.
13. The Contractor must be able to have sufficient internet speed to accommodate the anticipated users at any given site.
14. The Contractor must provide administrative rules, statutes (both Ohio and Federal) and (Ohio and Federal) case law back to 1972 as listed in (Attachment Two, Minimum Library Contents), plus a means of checking case history and current status of the case, and whether it has been affirmed, overruled, etc.
15. The Contractor's training and implementation team must ensure that all ODRC users or assigned personal are thoroughly trained, have a good operational understanding of the system's operation and have sufficient proficiency to perform day-to-day system operations. Describe training applications, schedules and materials used as part of the initial system implementation. The training should contain different information for the institutional staff, Legal staff and BITS to meet each of their needs due to the particular sections' type of application and responsibility.
16. The Contractor must provide a list of contact names and numbers for those who will be assigned to this project.

ATTACHMENT ONE: PRICE SUMMARY

1. The Bidder's subscription fee shall be a firm fixed price.
2. The application licensing shall encompass the number of terminals at each site as described in Attachment Three. The solution implementation shall not include any other 3rd party long-term license costs.
3. The Bidder's annual subscription fee shall include unlimited telephone technical support for ODRC staff (not inmates).
4. ODRC reserves the right to add an inmate terminal to a prison or an additional subscriber for the Legal Staff if demand is increased. If so, the Contractor shall provide that addition at a cost specified in Attachment Three. For inmate terminals, that is subscription cost per inmate terminal, based on the relevant time period. For Legal Staff, that is a cost based on a pro-rated annual subscription cost for Legal Staff per number of subscribers for Legal Staff.

The following cost submission is mandatory for the Department to evaluate the bid:

Annual Subscription Pricing

Term (Initial and three, two year renewals) Time Period for Service	Number of Terminals - all ODRC Institutions	Subscription Cost per Inmate Terminal at ODRC Institutions	Total Annual Subscription Cost for Inmate Terminals	Number of Subscribers for Legal Staff	Total Annual Subscription Cost for Legal Staff
January 1, 2012 to June 30, 2013 (Initial term)	106			5	
July 1, 2013 to June 30, 2015 (1 st renewal)	106			5	
July 1, 2015 to June 30, 2017 (2 nd renewal)	106			5	
July 1, 2017 to June 30, 2019 (3 rd renewal)	106			5	

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

Printed Name: _____ Title: _____

Signature: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Email: _____

ATTACHMENT TWO: MINIMUM LIBRARY CONTENTS

A. CASE LAW

Federal:

1. U.S. Supreme Court Reporter: at least from volume 92 (1972) to present.
2. Federal Reporter: at least from volume 451 (1972) to present;
3. Federal Supplement: at least from volume 351 (1972) to present.

State

Ohio Cases: at least from volume 272 (1972) to present.

- ✓ The Bidder should offer a system for the search and retrieval of cases by citation, party name or subject matter. The Bidder should also provide a system by which a user could search the history of a given case or cross-reference the case with other decisions or statutes.

B. STATUTORY, PROCEDURAL, CONSTITUTIONAL MATERIALS

Federal Statutes - U.S. Code

State Statutes - Ohio Revised Code

Legislative histories

Cross reference to other statute or rules

Ohio Administrative Code

C. GENERAL REFERENCE

Law Dictionary

**ATTACHMENT THREE: WEB Solution Law Library
Institution and Legal Office Terminal List**

	Location / Institution	Camp	Number of Web Terminals @ DRC Computers
1	Allen and Oakwood Correctional Institutions	1	3
2	Belmont Correctional Institution	1	4
3	Chillicothe Correctional Institution		6
4	Corrections Reception Center		3
5	Dayton Correctional Institution		2
6	Franklin Pre-Release and Franklin Medical Center	1	1
7	Grafton and North Coast Correctional Institutions	2	3
8	Hocking Correctional Facility		1
9	Lake Erie Correctional Institution		4
10	Lebanon Correctional Institution	1	5
11	London Correctional Institution		4
12	Lorain Correctional Institution		3
13	Madison Correctional Institution		5
14	Mansfield Correctional Institution	1	6
15	Marion Correctional Institution	1	4
16	Noble Correctional Institution		5
17	North Central Correctional Institution	1	4
18	Northeast Pre-Release Center		1
19	Ohio Reformatory for Women		5
20	Ohio State Penitentiary	0	1
21	Pickaway Correctional Institution		4
22	Richland Correctional Institution		5
23	Ross Correctional Institution		4
24	Southeastern Correctional Institution		3
25	Southern Ohio Correctional Facility		3
26	Toledo Correctional Institution		3
27	Trumbull Correctional Institution		2
28	Warren Correctional Institution		3
	Total Number of Inmate Terminals	9	97
	Total Number of Legal Office Staff Terminals		5

ATTACHMENT FOUR: 59-LEG-01, INMATE ACCESS TO COURT AND COUNSEL

STATE OF OHIO



DEPARTMENT OF REHABILITATION
AND CORRECTION

SUBJECT: Inmate Access to Court and Counsel	PAGE <u>1</u> OF <u>6</u>
	NUMBER: 59-LEG-01
RULE/CODE REFERENCE: 5120-9-17; 18; 20; and 48	SUPERSEDES: 59-LEG-01 dated 09/10/09
RELATED ACA STANDARDS: 4-4272; 4-4274; 4-4275; 4-4276; 4-4280; 4-4489; 4-4492	EFFECTIVE DATE: September 6, 2010
	APPROVED: 

I. AUTHORITY

This policy is issued in compliance with Ohio Revised Code 5120.01 which delegates to the Director of the Department of Rehabilitation and Correction the authority to manage and direct the total operations of the Department and to establish such rules and regulations as the Director prescribes.

II. PURPOSE

The purpose of this policy is to establish guidelines that ensure that inmates have adequate access to courts, attorneys, and legal research materials.

III. APPLICABILITY

This policy applies to all institutional employees and all inmates incarcerated with the Department of Rehabilitation and Correction.

IV. DEFINITIONS

Illiterate Inmate - Inmates who function below a sixth grade level of reading or writing proficiency shall be deemed illiterate. The institutional school administrator or his/her designee shall determine the inmate's literacy.

Indigent Inmate - An inmate is considered indigent if, during the 30 days immediately preceding the request, the inmate has earned or received less than \$12.00 and, if the inmate's account balance has not exceeded \$12.00 at any time during the thirty (30) days immediately preceding the request.

General Legal Materials - Items such as law books, formbooks, photocopied research materials, blank legal forms, and stationery.

Personal Legal Materials - Those documents that pertain to active litigation to which the inmate is a party. Examples of such materials include pleadings, motions, memoranda, orders, judgments, and transcripts.

Legal Mail – Mail addressed to an inmate clearly bearing the return address of an attorney-at-law, a public service law office, a law school legal clinic, court of law, or the correctional institution inspection committee. It may be opened and inspected for contraband only in the presence of the inmate-addressee.

V. POLICY

It is the policy of the Ohio Department of Rehabilitation and Correction (DRC) to permit inmates' access to legal counsel by means of visitation, which will permit confidential communication, uncensored written correspondence, and telephone communication. Inmates shall have access to courts so that they may challenge their convictions, sentences, or the conditions of their confinement. Inmates who are foreign nationals shall have access to the diplomatic representative of their country of citizenship. Pursuing such legal matters shall not subject the inmate to reprisals or punishment of any sort.

VI. PROCEDURES

A. Law Library

1. Each institution law library shall, at a minimum, maintain current or the most recent editions of the materials specified in the minimum required legal materials list or equivalent materials approved by DRC Legal Services including materials in digital, electronic, or other formats. (Appendix No. 1). In addition, each institution law library shall maintain current copies of department policies that have been designated by the Bureau of Accreditation and Standards Compliance as department policies accessible to inmates. Additional copies of the required legal materials may be placed at other locations in the institution to make them more accessible to various segments of the inmate population.
2. Each law library shall establish a schedule of reasonable hours that provide inmates with adequate access to legal materials. At least some of these hours shall not conflict with normal work assignments, visitation, counseling or other programs and shall include weekend and evening hours.
3. Each law library shall facilitate the access of inmates who are foreign nationals to the diplomatic representative of the country of their citizenship by maintaining a current copy of the U.S. Government Publication entitled "Foreign Consular Offices in the United States."

B. Inmate Clerks

1. Inmate clerks may be employed in the law library to assist inmates in the use of legal materials, to maintain the library collection, for typing and other clerical duties. Such clerks shall operate under the direct supervision of the librarian or other staff member designated by the Managing Officer.
2. The staff member designated by the Managing Officer shall determine the duties of the clerk positions in the law library. This staff member shall assign tasks to the inmate clerks. The clerks shall not be permitted to take it upon themselves to determine which

inmates they will assist or what tasks they will perform. Inmate clerks shall not be permitted to supervise other inmates or assign tasks to other inmates.

3. Inmates requesting assistance with typing, reading, writing, or researching legal materials or documents shall request such assistance from a staff member designated by the Managing Officer who may assign the specific task to one of the inmate clerks.

C. Illiterate Inmates

1. Illiterate inmates, or inmates who have physical or mental impairments which prevent them from reading or writing, may request assistance in preparing their initial pleadings to be filed with a court. Such assistance may include assistance with reading or writing their initial pleadings. These requests for assistance must be directed to the staff person designated by the Managing Officer who shall ensure that the necessary assistance is made available.
2. Inmates requiring the assistance of a translator may receive such assistance from a staff member, inmate, and volunteer or, if necessary, a person retained under contract for such purpose.
3. Inmates shall be instructed, both orally and in writing, on how they may obtain assistance in preparing or filing initial pleadings with the court. This information shall also be conveyed in a manner that is reasonably calculated to reach the inmates who might need such assistance.

D. Legal Service to Indigent Inmates

1. An indigent inmate shall receive a free legal kit containing, at a minimum, the items listed in Appendix No. 2 from the law library. The inmate shall direct his/her request to the librarian, or other staff person designated by the Managing Officer, who shall confirm the inmate's indigent status with the cashier's office and maintain a log of free kits issued utilizing Indigent Kit Log (DRC1005). An inmate may make such request once every thirty days.
2. An indigent inmate is also entitled to free first class mail to courts of law only. This free mail is in addition to the one free stamped envelope per month available to all inmates.

E. Legal Materials

1. Inmates are permitted to possess a reasonable amount of general and personal legal materials.
2. General and personal legal materials shall be maintained within the inmate's overall 2.4 cubic feet property limitation as provided in Administrative Rule 5120-9-33, Packages and Property Restriction, and applicable institutional policies. General legal materials are subject to the general possession limits applicable to books, law books, stationery, or writing materials, etc. as provided in Administrative Rule 5120-9-33, Packages and

Property Restrictions, and Department Policy 61-PRP-01, Offender Personal Property, and applicable institutional rules and policies.

3. Inmates are required to keep personal legal materials organized by title and case number. Each document associated with a particular case shall be identified with at least the correct case number.
4. Inmates may be required to produce a list of their active cases any time such materials are packed up and placed in storage for any reason. This list shall identify each active case by title of the case, case number, and the court in which the action is pending.
5. If an inmate has personal legal material, which exceeds his/her capacity to store in the space allotted, the inmate may request that he/she be permitted to store the excess personal legal material in a secure location designated by the Managing Officer for such purpose.
 - a. A staff person designated by the Managing Officer shall review this request. A request for additional storage shall not be granted unless the volume of the inmate's personal legal material is greater than one half of the inmate's footlocker.
 - b. Only personal legal material as defined in this policy may be stored in this manner. The inmate shall provide a list of the active litigation upon request.
 - c. Inmates requesting additional space must first make reasonable efforts to reduce the amount of legal material in their possession. (e.g., reducing general material, such as stationery supplies, blank forms, photocopied materials, etc; reducing personal legal material, such as duplicate documents, drafts, outdated or unnecessary correspondence, inactive case files, etc.) All excess material, including inactive case files, must be either mailed out of the institution at the inmate's expense or otherwise disposed of by the inmate.
6. Additional space granted to an inmate is subject to review every 60 days by a staff person designated by the Managing Officer. Inmates may exchange stored materials with those in their immediate possession once every 30 days.

F. Inmate Legal Assistance

1. Inmates are permitted to assist one another in the preparation and filing of legal documents or other legal matters. General population inmates should generally be permitted to assist each other in common areas such as the library, dayroom, etc.
2. Although inmates may receive assistance from other inmates, this privilege is not without limitation:
 - a. Inmates do not have a right either to receive assistance from a specific inmate or to provide assistance to a specific inmate.
 - b. Managing Officers or their designees, can impose reasonable time, manner, and place restrictions on the access inmates have with each other even though such restrictions

may have an impact on their ability to assist one another. Such restrictions must be based on a legitimate interest in maintaining the good order and discipline of the institution, institutional security, and the personal safety of inmates and staff. In considering time, manner, and place restrictions, institutions shall consider factors such as the housing assignments, control status (LC, DC, SC, PC), custody level, and separations, etc.

- c. Managing Officers or their designees may in their discretion, approve special or individualized arrangements for inmates to assist one another where a need has been demonstrated and it is otherwise appropriate.
 - d. The fact that one inmate is assisting another does not entitle such inmate to maintain possession of the legal materials of another inmate. Inmates may maintain possession of their own legal materials as provided above in Paragraph E.
3. No inmate law clerk, library assistant, or any other inmate shall, in any manner, trade, exchange or deal his/her assistance with legal matters to another inmate. The institution shall prominently display a notice in the law library, and in either the inmate handbook, or orientation materials, which states: "It is a violation of institutional rules for inmates to require payment of any kind for providing legal assistance. No inmate shall be required to pay or deal for legal services. If you or someone you know has been asked to pay or deal for legal assistance, please notify your unit manager or the law librarian."
 4. No inmate shall hold himself/herself out in any manner as a paralegal or an attorney at law or as authorized to practice law in any capacity.
 - a. No inmate shall use the words "lawyer", "attorney at law," "counselor at law," "law," "law office," "esquire," or other equivalent words in connection with his/her own name, either in writing or orally, in an effort to induce others to believe that he/she is an attorney.
 - b. Any inmate who violates 4(a) of this procedure may be issued a conduct report for giving false information.

G. Communication With Attorneys

1. Legal mail, including inmate mail to and from attorneys, shall be handled pursuant to Administrative Rules 5120-9-17, Incoming Mail, and 5120-9-18, Outgoing Mail. Letters to or from staff members of the DRC do not qualify as legal mail under this provision.
2. Attorneys shall be permitted to visit inmates under the procedures set forth in Administrative Rule 5120-9-20, Visits by Attorneys and Inmates Access to Legal Services. Attorney visits will take place in a room designated for that purpose where they can talk in private but be subject to visual observation.
3. An attorney may request to confer with his or her client by telephone when there is not enough time for the attorney to either correspond with or personally visit the inmate due to the circumstances of the inmate's litigation. Such requests shall be directed to the Managing Officer or the person designated by the Managing Officer. Such conversations

between the inmate and the attorney shall be considered confidential; the same as in-person visits.

4. Inmates may contact attorneys by telephones placed in the institution for general inmate use; however, because calls from such phones may be monitored and/or recorded, these phones should not be used to discuss confidential attorney/client matters.

Attachments

Appendix 1	Minimum Required Legal Materials List
Appendix 2	Minimum Required Materials for Legal Kits

Related Department Forms

Indigent Kit Log	DRC1005
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APPENDIX 1

I. Case Reporters

A. Federal:

1. U.S. Supreme Court Reporter: from volume 92 (1972) to present with subscription to advance sheets
2. Federal Reporter: from volume 451 (1972) to present, with subscription to advance sheets
3. Federal Supplement: from volume 351 (1972) to present, with subscription to advance sheets

B. State

1. Ohio Cases: from volume 272 (1972) to present, with subscription to advance sheets

C. Citators

1. Shepard's United States Citations (consistent with U.S. reporters maintained)
2. Shepard's Federal Citations (consistent with federal reporters and federal supplements maintained)
3. Shepard's Ohio Citations (consistent with Ohio Cases maintained)

II. Statutory, Procedural, Constitutional Materials

A. Federal Statutes

1. U.S. Code Annotated: with current supplements, minimum volume/titles required:
 - a. U.S. Constitution
 - b. Title 18
 - c. Title 28 (sections 2241-2255)
 - d. Title 42 (sections 1981-1985)
 - e. Rules of the U.S. Supreme Court

B. State Statutes

1. Ohio Revised Code: minimum titles/volumes
 - a. General Provisions
 - b. Constitution of the State of Ohio
 - c. Civil Rules
 - d. Rules of Criminal Procedure
 - e. Rules of Evidence
 - f. Court Rules-Rules of Superintendence, Appellate Rules, Rules of the Ohio Supreme Court
 - g. Title 1-State Government
 - h. Title 19-Courts, Municipal Mayors, County
 - i. Title 21-Courts Probate, Juvenile
 - j. Title 23- Courts Common Pleas
 - k. Title 25-Courts Appellate
 - l. Title 27-Courts, General Provisions, Special Remedies

- m. Title 29-Crimes/Procedure
 - n. Title 37-Health/Safety/Morals
 - o. Title 45-Motor Vehicles
 - p. Title 51-Public Welfare
 - q. General Index
2. Ohio Criminal Law Handbook, Anderson Pub. Paperback contains compilation of criminal and related statutes, procedural rules, and other materials.

C. Rules of Court

1. Ohio Rules of Court Federal, West Pub. Paperback contains federal rules of civil procedure, evidence, appellate procedure, and local court rules for the 6th Circuit, and Ohio Northern and Southern Districts.
2. Ohio Rules of Court State, West Pub. Paperback contains rules for Ohio civil, criminal, juvenile, and appellate procedure;
3. Ohio Rules of Court Local, contains various local court rules including the Ohio Supreme Court.

D. Administrative Code

1. DRC Administrative Rules

Series	Title
5120-1-1	Release
5120-2	Sentence Reduction
5120-3	Employment of Prisoners
5120-5-01	Transfer of Funds for Inmates Transferred to the Department of Mental Health or Mental Retardation
5120-5-02	Inmate Funds
5120-5-03	Court Order for Payment of Funds from Inmate's Account
5120-5-04	Administration of Industrial and Entertainment Funds
5120-5-05	Inmate Commissaries
5120-5-06	Industrial Arts Activities
5120-5-07	Inmate Groups Fiscal Activities
5120-5-08	Procedure for Handling Money Confiscated from Inmates
5120-5-13	Correctional Health Care Services Co-payment
5120-9	Institutions
5120-11	Intensive Prison Program
5120-12	Transitional Control

2. Policies of the Department of Rehabilitation and Correction excluding security policies

III. Materials by subject matter:

A. Legal Research:

Legal Research In A Nutshell, West Pub.

B. General reference:

Black's Law Dictionary, West Publishing

C. Criminal Law, Practice, and Procedure

1. General materials:

- a. Complete Manual of Criminal Forms
- b. Criminal Procedure in a Nutshell, West Pub.
- c. Post Conviction Remedies, by Larry Yackle, Clark Boardman Callaghan, West Pub.
- d. Georgetown Law Journal Annual Review of Criminal Procedure (available from the Georgetown Law Journal, Annual Review of Criminal Procedure, 600 New Jersey Avenue, N.W., Washington, D.C. 20001)

2. Ohio Law:

- a. Ohio Criminal Law, Katz & Giannelli, West Pub.
- b. Ohio Jury Instructions, Vol. 4 Criminal Instructions, Anderson Pub.

3. Federal Habeas Corpus:

- a. Federal Habeas Corpus, Practice and Procedure, Hertz & Liebman, Michie Pub.

4. Ohio Appellate Practice:

- a. Appellate Practice and Procedure in Ohio, Wolff et al., Anderson Pub.

D. Conditions of Confinement

1. Constitutional Rights of Prisoners by John W. Palmer
2. Law of Sentencing, Corrections, and Prisoners Rights, West Pub.

E. Foreign Nationals

1. Foreign Consular Offices in the United States (available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402)

F. Legal Directory: Ohio Legal Directory, published annually by Legal Directories Publishing

APPENDIX 2

MINIMUM REQUIRED MATERIALS FOR LEGAL KITS

1. Two large manila envelopes, 10" x 15";
2. One black ink pen;
3. Five sheets of carbon paper, 8-1/2" x 11";
4. Forty sheets of white bond or copy paper, 8-1/2" x 11"; and
5. One 8-1/2" x 11" white writing-paper tablet.