REQUEST FOR PROPOSAL

RFP NUMBER: DYS170101CO

DATE ISSUED: 6/15/2016

The Ohio Department of Youth Services (ODYS) is requesting Bids for:

Art Therapy for the Ohio Department of Youth Services

INQUIRY PERIOD BEGINS:	**6/15/2016**
INQUIRY PERIOD ENDS:	**6/24/2016**
OPENING DATE:	**6/29/2016**
OPENING TIME:	**3:00 PM Eastern Standard Time**
OPENING LOCATION: **(Mail or Deliver Sealed Bids to this Address)**	**Ohio Department of Youth Services** **c/o David Kukula** **30 West Spring Street 5th Floor** **Columbus, Ohio 43215**

Note: ***This Request for Proposal may result in multiple awards, Multiple awards may result from this bid. Potential bidders can submit proposals for multiple sites.***

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PART ONE: GENERAL INSTRUCTIONS

I. GENERAL INSTRUCTIONS

A. Contacts

The following section provides details on how to receive more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

The following Project Representative will represent ODYS during the Bid process:

Name:	Steve Hrinko – Agency Procurement Officer
Facilities:	Central Office During the bid process – communication should be only via email, with:
Bid Manager:	**Steve Hrinko, Agency Procurement Officer**

During the performance of the Contract, a Project Representative will represent ODYS and will be the primary contact for matters relating to the Contract. ODYS will designate the Contract Monitor in writing at the time the contract is awarded.

By submitting a Bid, the Bidder acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirement

The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in this RFP.

B. Inquiries/Clarifications

ONLY INQUIRIES/CLARIFICATIONS WILL BE ACCEPTED BY THE FOLLOWING METHOD. Any individual inquiry or clarification sent to the site/facility will not be answered.

Bidders may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Timeframe Requirements. To make an inquiry, Bidders must access the Department of Administrative Services (DAS) State Procurement Website and post their inquiries. All inquiries must be received prior to the end of the Inquiry Period listed on the cover page. The state will make every effort to post responses within 48 hours. All inquiries and responses will be posted on the website where the bid opportunity is posted. Interested bidders will be able to access the questions and answers during the time the bid is posted.

Bidders may make inquiries regarding this RFP any time during the inquiry period listed in the Timeframe Requirements, at this website:
www.ohio.gov/procure

The Inquiry function may be accessed at this site, by choosing, “Selling to the State”, “Procurement Opportunities”, click in the area “Advanced Search for Procurement Opportunities,” enter the “Document Number” and click the “Search” button.

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 end date.

Inquiries and or requests for clarification about a specific portion of this RFP must reference the relevant part of this RFP and include the provision heading with the RFP page number. The inquiry must contain the name of the prospective Bidder, and prospective Bidder’s representative who should receive the response, including the representative’s business telephone and fax numbers.

Bidders 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 ODYS staff or any other agency of the State to discuss the bid may result in the bidder being deemed not responsive.

C. Bid Deadline and Requirements

Each bidder must submit the complete, sealed, and signed one (1) original and three (3) complete, signed copies of its Bid, with the outside of the envelope(s) clearly marked as indicated in Part Two. The Original and all copies should include:

- Cover Sheet to include the following:
  - A statement regarding the Contractor's legal structure (e.g., an Ohio corporation), OAKS number or Federal tax identification number, and principal place of business;
  - A list of the people who prepared the RFP response, including their titles;
  - The name, phone number, fax number and e-mail address if available, of one (1) contact person who has authority to answer questions regarding the RFP response;
- the entire bid document;
- Completed, signed pricing page(s);
- Completed Bidder Profile Summary;
- Completed, signed Declaration Pages;
- Ohio Administrative Knowledge System (OAKS) vendor identification number. If bidder does not currently have an OAKS vendor identification number, it can be obtained from the following website: http://ohiosharedservices.ohio.gov/SupplierOperations/Forms.aspx
  Select the Vendor Information Form link**.** **Vendor information Form**:
  The process can take up to five business days.
- Completed checklist.

Acceptable delivery methods for submission of contractor Bids are U.S. Mail, any overnight or express delivery service, courier, or hand delivery. All Bids must be received at the submission address indicated within this RFP no later than 3:00 pm, Eastern Standard Time on the listed deadline date. No Bids will be accepted after the deadline. The time clock at the receiving facility will rule the official receipt time.

Submit Bids to the ODYS RFP Project Representative named under the Contact.

ODYS may reject any Bids or unsolicited Bid amendments received after the deadline. ODYS will reject late Bids regardless of the cause for the delay. Should a disagreement occur regarding delivery, the Bidder must provide evidence of delivery date and time.

Each Bidder must carefully review the requirements of this RFP and the contents of its Bid. Once opened, Bids cannot be altered, except as allowed by this RFP.

ODYS may reject any Bid if the Bidder takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Bidder's Bid fails to meet any requirement of this RFP. ODYS may also reject any Bid that it believes is not in its interests to accept and may decide not to do business with any of the potential contractors responding to this RFP.

To protect the integrity of the evaluation and award process, Bid responses will not be available for public viewing until after the contract has been officially awarded. Bidders may not contact ODYS staff, other contractors, or any other member of the State to discuss their Bid or to discuss any of the other responses to the RFP. Bidders who attempt to make such contacts may be deemed not responsive.

All Bids and other submitted material will become the property of ODYS and will not be returned. The Bidder should not include proprietary information in a Bid because ODYS maintains the right to use any materials or ideas submitted without compensation to the Bidder. Additionally, all Bids will be open to the public after ODYS awards the Contract.

ODYS will retain all Bids or a copy of them, as part of the contract file for the period of the contract and any subsequent renewals. After the retention period, ODYS may return, destroy, or otherwise dispose of the Bids and copies

D. Waiver of Defects

ODYS maintains the right to waive any defects in any Bid or in the Bidder's submission process. ODYS will only waive immaterial defects if it believes that is in the ODYS's interest.

E. Bid Instructions

The Contractor must organize each Bid in a manner consistent with the order of this RFP and any attachments, if any.

ODYS wants clear and concise Bids. Potential contractors should take care to completely answer questions and meet all RFP requirements.

The requirements for the Bid's contents and formatting are contained in an attachment to this RFP.

ODYS will not be liable for any costs incurred by any Bidder in responding to this RFP, even if the ODYS does not award a Contract through this process. ODYS may decide not to award a service contract. It may also cancel this RFP and contract for these services through some other process or by issuing another RFP.

The requirements for the Bid's contents and formatting are contained in an attachment to this RFP. A bid must be judged as responsive and responsible in order to be considered for award.

Responsive: A bidder is responsive if its bid responds to the bid specifications and requests for documents and attachments in all material respects; and, contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair advantage.

Responsible: DYS' determination of a bidder's responsibility includes the following factors:

1. experience of the bidder;
2. bidder's financial condition;
3. bidder's conduct and performance on previous contracts;
4. the bidder's facilities (if applicable);
5. the bidder's management skills;
6. the bidder's ability to execute the contract properly, and;
7. review of Federal and the Ohio Department of Transportation debarment list.

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PART TWO: RFP TIMEFRAME REQUIREMENTS

II. RFP TIMEFRAME REQUIREMENTS

A. Firm Dates

RFP Issued:	**6/15/2016**
Inquiry Period Begins:	**06/15/2016**
Inquiry Period Ends:	**06/24/2016**
Bid Due Date:	**06/29/2016 by 3:00 PM Eastern Standard Time**

Failure to meet a deadline, in the submission or evaluation phases or any objection to the dates for performance in the Bid phase, may result in the ODYS not considering the Bid of the Bidder.

B. Amendments to Bids

Amendments or withdrawals of Bids are allowed until 3:00 P.M., Eastern Standard Time, on the stated Bid Due Date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

C. Bid Deadline and Requirement

Each Bidder must submit its Original Bid, and three copies, in a sealed envelope, with the outside of each envelope clearly marked as:

DYS170101CO
Art Therapy for the Ohio Department of Youth Services

SENT TO:

Ohio Department of Youth Services
30 West Spring Street 5th Floor
Columbus, Ohio 43026
Attn: David Kukula

Multiple Awards: **MULTIPLE AWARDS MAY RESULT FROM THIS BID. YOU MUST INDICATE WHICH, IF NOT ALL SITES YOU ARE SUBMITTING A PROPOSAL**

The objective of this RFP is to solicit Bids for the requested services to the Ohio Department of Youth Services at the facility(s) indicated. The successful Bid(s) will form the basis of a contract for such services, and be the minimum acceptable standard expected of the contractor throughout the term of the contract.

The Contractor must fully describe and document how they will fulfill the services as required by the RFP. The Contractor must provide services in a manner consistent with established standards of the American Correctional Association (ACA), the Ohio Department of Youth Services and all federal, state and local laws.

The Contractor will schedule service times with the appropriate ODYS Institution or Regional Office administrative staff and provide the service within the hours that youth are available.

PART THREE: OVERVIEW OF SERVICES
EXHIBIT A
Art Therapy Project

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) has approximately 490 youth in our custody with a variety of mental health needs. These incarcerated youth are in need of therapeutic outlets to resolve conflicts and problems, develop interpersonal skills, manage behavior, reduce stress, increase self-esteem, self-awareness, and achieve insight. It has been proven that art therapy, acting as a supplement to all existing treatments, will offer alternative methods of dealing with each issue.

B. Statement of Services:

The Department is seeking a vendor to provide art therapy to the youth at the three ODYS facilities, Circleville Juvenile Correctional Facility, Cuyahoga Hills Juvenile Correctional Facility and Indian River Juvenile Correctional Facility. The Department may contract with one, two or three vendors for this need. The anticipated contract period is from July 1, 2016 through June 30, 2017, but is subject to change at the sole discretion of ODYS. The vendor can submit a proposal for one, two or all three locations. The following are the required services in more detail.

1. Contractor services shall include, but not be limited to, the following:
    a. Provide juvenile offenders in DYS facilities with arts-based programming and art therapy that can enhance the youth's cognitive, linguistic, social, and civic development
    b. Use the creative process of art making to improve and enhance the physical mental, and emotional well-being of individuals of all ages
    c. Use arts-based programming and art therapy as a creative process to clients who may be experiencing life changes, trauma, illness, or disabilities causing distress for the individual and for their family to help the client achieve
    d. Resolve conflicts and problems
    e. Develop interpersonal skills, manage behavior and reduce stress
    f. Increase self-esteem, self-awareness, and achieve insight
    g. Individual sessions held in a private room
    h. Group sessions held in the largest space available
    i. Showcasing the art works on the wall
    j. Motivate and manage the group
    k. Purchase all necessary materials, such as water-based paints, a good variety of brushes, pencils, paper, etc.
    l. Measurable directives given to the client, after building rapport, to allow the client to experience success
    m. Staff workshops

C. Sample, Schedule and Duties

The contractor shall provide services quarterly (in four 12 week sessions per year) consisting of one to four group sessions per week and one to four individual sessions per week. Provide art workshops and/or art shows at each facility.

The days of the week and the times of the day shall be mutually determined and agreed upon by the contractor and the Deputy Superintendent of Program Services of the facility in consultation with the ODYS Chief of Behavioral Health Services.

1. Contractor services shall include, but not be limited to, the following per institution:
    a. one to four, sixty to ninety-minute art therapy groups each week (approximately five to eight youth).
    b. one to four, fifty to sixty-minute individual art therapy sessions each week
    c. Basic art skills and techniques

d. Art shows
e. Vendor will be responsible for purchasing, preparing, and maintaining all art supplies needed
f. Provide DYS with and art supply cost per student that DYS will pay for
g. On site set up and clean up
h. Providing universal adaptive equipment as needed
i. Maintain necessary documentation

2. **Contractor will be responsible to purchase and supply all art supplies at the contractor's expense and cover the cost within the hourly rate on the Bidders Response Form. Contractor will not be reimbursed for required art supplies – The cost must be included in the bid. Please provide your list of supplies with your bid.**

D. Knowledge and Experience:

- Experience in working with adolescent and/or juvenile offender populations is preferred
- Previous experience in clinical work with children and adolescents in preferred
- Previous experience in clinical work with juvenile offender populations is preferred.

E. Requirements:

The contractor shall provide services quarterly (in four 12 week sessions per year) consisting of 1 to 4 group sessions per week and 1 to 4 individual sessions per week. Provide art workshops and/or art shows at each facility.

The days of the week and the times of the day shall be mutually determined and agreed upon by the contractor and the Deputy Superintendent of Program Services of the facility in consultation with the ODYS Chief of Behavioral Health Services.

The contractor shall observe the laws, regulations, policies and procedures of the State of Ohio and the Department of Youth Services in providing art therapy services.

The contractor will report administratively to the Deputy Superintendent of Program Services.

The contractor is required to submit and sign an invoice of services rendered for the process of payment. Biweekly submission is preferred.

Documentation of being "on-site" through the sign-in log is required for safety and security purposes.

Companies submitting proposals must be able to identify potential candidates upon submission of bid with required licensure.

Adherence to security, and key and tool control procedures is required at all times

F. Monitoring and Evaluation:

Contract compliance will be monitored by the Deputy Superintendent of Program Services. This report is reviewed at the end of each month and signed by the contractor and the Deputy Superintendent of Program Services, to indicate the quality of services rendered. A copy of the report shall be maintained by the Deputy Superintendent of Program Services.

G. Renewal Clause:

At the sole option of ODYS, this contract may be renewed, under the same terms and conditions, effective **July 1, 2017**, for any period of time up to a maximum of twenty-four (24) months.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriate, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all proposals where the offeree, taking into consideration factions including, but not limited to, price and the results of the evaluation process (if applicable), has determined that the award of a contract would not be in the best interest of the offeree or the state.

H. SELECTION CRITERIA:

Provided below are the scoring criteria that will be utilized in award of the contract:	**POINTS**
SERVICE DELIVERY Ability to provide services as detailed in Exhibit A.	25 pts.
KNOWLEDGE, EXPERIENCE Vendor's knowledge and experience in providing the services detailed in Exhibit A	30 pts.
COST EFFECTIVENESS Is this the lowest bid?	20 pts.
INTERVIEW (If Necessary)	25 pts.
Possible Total Points	100 pts

PROPOSAL EVALUATION SCORING SHEET

Project: _____

Date: _____

Evaluator Print and Sign: _____

All bullet points in each section will be a consideration in the evaluation team's scoring.

I. SERVICES DELIVERY

Meets requirements of Exhibit A.	**Poor**	**Adequate**	**Good**	**Superior**
• Proposal reflects vendor's ability to meet the service needs on-site each week at a mutually determined and agreed upon day/time. • Proposal reflects vendor's ability to demonstrate proper use of art therapy practices in accordance with ODYS policy/procedures. • Proposal reflects vendor's ability to adjust schedule when mutually agreeable based on population needs and staffing levels. • The proposal reflects the vendor's ability to meet with the Deputy Superintendent designated and to resolve any professional practice or contractual issues. • The proposal reflects the vendor's ability to provide a timely response to concerns regarding vendor's service delivery.				

II. KNOWLEDGE & EXPERIENCE

Demonstrates past experience/knowledge of servicing serious juvenile offenders.	**Poor**	**Adequate**	**Good**	**Superior**
l • The proposal reflects the vendor's ability to work with juvenile offenders. • The proposal reflects the vendor's ability to work in a multi-cultural youth environment. • The proposal reflects the vendor's past experience/record of work in a correctional facility.				

III. BUDGET

Costs are efficient	**Poor**	**Adequate**	**Good**	**Superior**
• Unit cost is reasonable considering the comprehensive services to meet the needs of the contract agency (ODYS). • The proposal reflects the lowest bid.				

IV. INTERVIEW (if necessary)

PART FOUR: BIDDER RESPONSE FORM

BIDDER RESPONSE

***DYS170101CO, Art Therapy* for the Ohio Department of Youth Services**

PROPOSAL MUST BE RECEIVED BY: (NOTE FAX COPIES WILL NOT BE ACCEPTED)

Deadline Date	**Deadline Time**	Person Name
6/29/2016	**3:00 P.M. EST**	**David Kukula**

a)	Bidder's Name	b) Company Name (If applicable)	
c)	Address	d) City, State and Zip	e) Telephone Number
f)	OAKs Number	g) Contact Person's Name (List telephone # if different than above)	
h)	Contact Email Address:		

i)	STATE FISCAL YEAR/LOCATION	UNIT		# OF UNITS	X	*(Required)* UNIT COST (Cost per hour)	=	*(Required)* TOTAL (Cost per hour)
	FY2017 Circleville	Per One Hour		1	X		=	
	FY2017 Cuyahoga Hills	Per One Hour		1	X		=	
	FY2017 Indian River	Per One Hour		1	X		=	
	N/A	N/A		N/A		N/A		N/A

If the Bidder receives or anticipates receiving any other type(s) of funding (e.g. **Medicaid, Title IV-E, etc**.), the Bidder is to provide multiple rates based on eligibility (e.g. one rate for non-eligible program/youth and one rate for eligible). A schedule detailing the adjusted rates is to be attached to the Bidder's Response.

NOTE: It is the Bidder's responsibility to assure that any individual who provides services related to this RFP, be licensed, certified or accredited as required above. If during the term of this proposal/contract, any required license, certificate and/or accreditation expire, it is the VENDOR'S RESPONSIBILITY to submit the renewal to ODYS.

A COPY OF ANY LICENSE REQUIRED MUST BE ATTACHED.

	CURRENT LICENSURE AS INDICATED IN EXHIBIT A IF APPLICABLE
i)	Provide a detailed description of the program/service that will be provided in response to this RFP. Include how you or your organization meets or exceeds the capability to provide the services described in the attached Exhibit A. If it is demonstrated that you or your organization can NOT provide these services, your RFP Response may be rejected.
k)	If there are any exceptions to the services requested in Exhibit A of this RFP, attach a detailed explanation. DYS reserves the right to disqualify any bidder whose exceptions significantly impact the delivery of services.

*My **ORIGINAL SIGNATURE** below signifies that I understand and accept, on behalf of myself or the above named Company, all of the terms and conditions contained herein and attached. I understand that an unsigned or copy of this RFP is **NOT** acceptable.*

Authorized Signature:

_____ _____

Date

NAME (type or print) **TITLE** (type or print)

_____ _____

ATTACHMENT ONE: STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR CONTROLLING BOARD APPROVAL: If DAS or Controlling Board approval is required, this Contract shall not be valid and enforceable until appropriate approvals are received.

2. CERTIFICATE OF AVAILABLE FUNDS: Notwithstanding any other provision of this Contract, and in accordance with Section 126.07 of the Revised Code of Ohio, this Contract shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

3. NATURE OF CONTRACT: It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant, or employee of ODYS or the State of Ohio. The Contractor must receive ODYS written approval prior to entering into any subcontract or joint venture for the delivery of services required by this Contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract.
   Throughout the term of this contract, the Contractor shall provide ODYS with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.

   The Contractor agrees that while operating in an ODYS facility the contractor and/or any employee or subcontractor of the contractor, shall follow all applicable rules and regulations for that facility.

   Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.

4. NONDISCRIMINATION: Pursuant to O.R.C., Section 125.111, the Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of the Contractor or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability, as defined in ORC 4112.01, national origin, or ancestry against any citizen of this state in the hiring of any person qualified and available to perform the work under this contract. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor shall not, in a 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, disability as defined in ORC 4112.01, national origin, or ancestry.

   The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, setting forth the provisions of this nondiscrimination clause. The Contractor and any Subcontractor shall state in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor that it is an equal opportunity employer and shall incorporate the requirements of this Section in all of its contracts for any of the performance of work under this contract.

   The Contractor agrees that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Ohio Revised Code, Section 122.71. Annually, the contractor agrees to file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services.

5. TAXES: The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable Federal, State, and Local laws in the performance of the work hereunder.

   The Contractor accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work authorized by this Contact. The contractor must provide workers compensation for their employees and submit proof upon request. ODYS and the State of Ohio shall not be liable for any taxes under this Contract.

Additionally, the State of Ohio, ODYS is exempt from state, county, and transit sales taxes for services and goods supplied to and billed directly to ODYS.

6. GOVERNING LAW: This Contract and any claims arising in any way out of this Contract shall be governed by the laws of the State of Ohio and the United States. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance hereunder shall be brought only in the courts of Ohio, and the Contractor hereby irrevocably consents to such jurisdiction.

7. TERMINATION OR DEFAULT: Prior to the expiration of the term of this Contract, either party may terminate the Contract, with or without cause, by providing written notice to the other party not less than thirty (30) days prior to the termination date.
   Termination pursuant to this paragraph will relieve either party of further obligation under this Contract. In no event will ODYS be obligated to pay for any services not actually performed by the Contractor.

8. CONTRACT AMOUNT CHANGES: ODYS and the Contractor agree that ODYS may make adjustments in the total amount of this contract as may be necessary to provide essential services. Adjustments shall not cause ODYS to exceed annual or biennial allocations. An increase in the total amount of the contract may be subject to approval by DAS or Controlling Board before any such change is valid and enforceable. ODYS shall notify the contractor, in writing, the effective dates of any such change.

9. MODIFICATION TO SERVICES: ODYS and the Contractor agree that any change in the rate(s) or type(s) of service shall require written agreement by both parties.

10. RECORDS RETENTION: The Contractor shall maintain independent books, records, documents, and papers involving all transactions relative to the performance of this Contract which reflect any and all direct and indirect costs expended in the performance of this contract in a manner consistent with generally accepted accounting principals in the performance of services required by this contract.
    Youth case files and material filed or referenced under a youth's name shall be maintained according to the retention schedule established by ODYS.
    The Contractor shall, for each subcontract authorized by ODYS, in excess of twenty-five hundred dollars ($2,500.00), require its subcontractor(s) to agree to the same provisions of this article.

    All of the above records, books, documents, papers, case files, etc. shall be retained for seven (7) years unless ODYS approves a shorter retention period, in writing. The Contractor may apply for such authorization after the fiscal year in which the final entry was made. In addition, all of the above documents shall be made available at all reasonable times during the period of their required retention by authorized Federal, State, and ODYS personnel.
    The Contractor agrees to be responsible for the costs of any audit in which it is determined that the Contractor violated, in any material respect, any provision of Federal, and State or local law.

11. DISCLOSURE OF INFORMATION: Contractor agrees that neither it, nor its designees or sub-contractors, will use or disclose any information concerning ODYS youth for any purpose unless necessary to the administration of ODYS or Contractor's responsibilities under this Contract. The Contractor agrees to obtain the written consent of ODYS prior to disclosure of youth records unless otherwise ordered by a court of competent jurisdiction.

12. LIMITATION OF LIABILITY: The State's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Contractor under the ODYS “Contract and Agreement,” “Compensation of Services” article, above, or the amount of direct damages incurred by the Contractor, whichever is less. In addition, the Contractor agrees that ODYS and the State of Ohio and any funding source for this contract are held harmless and immune from any and all claims for injury or damages arising from this contract which are attributable to the Contractor’s own actions or omissions or those of its trustee, officers, employees, subcontractors, suppliers, and other third parties 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. Contractor agrees to bear all costs associated with defending against any such claims or legal actions when requested by ODYS or State to do so.

13. CONFLICTS OF INTEREST: No personnel of the 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 exercises any functions or responsibilities in connection with the review or approval of the understanding 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.

    If any person acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or any such person involuntarily acquires any such incompatible or conflicting personal interest, then the contractor shall immediately disclose such interest to ODYS in writing. Thereafter, such person shall not participate in any action affecting the work under this contract, unless ODYS shall determine that, in the light of the personal interest disclosed, such participation in any such action would not be contrary to the public interest.

14. ENTIRE AGREEMENT: The Contract, when signed by both parties, along with any attachments and the Request for Proposal and Response (if an RFP process was used), constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This Contract supersedes any and all previous agreements, whether written, or oral, between the parties. 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.

15. NOTICES: Except as specifically provided otherwise, all notices, consents, and communications hereunder shall be given in writing, and be either hand carried or sent by certified mail, return receipt requested, to the respective addresses on the signature page of this document

16. SEVERABILITY: The provisions of this Contract are severable and independent. If any provision of this contract be deemed unenforceable by a court of competent jurisdiction in whole or in part, the remaining provisions of this contract and any partially enforceable provisions, to the extent enforceable, shall, nevertheless, be binding and enforceable.

17. SUCCESSORS AND ASSIGNS: Except as provided in this paragraph, neither this Contract nor any rights hereunder may be assigned or transferred in whole or in part by either party, without the prior written consent of the other party. The work contemplated in this contract is to be performed by the Contractor, who may subcontract without ODYS approval for the purchase of articles, supplies, components or special mechanical services that do not involve the type of work or services described in Exhibit A but which are required for its satisfactory completion. The Contractor should notify ODYS, in advance, of any of these subcontracts or joint ventures. All work subcontracted shall be at the expense of the Contractor.

18. DRUG FREE WORKPLACE: The Contractor agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

19. CHILD SUPPORT: The Contractor agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring that any person performing services hereunder meets child support obligations established under state law. Further, by executing this agreement the Contractor certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to Chapters 3119, 3121, 3123 and 3125 of the Ohio Revised Code.

20. OWNERSHIP: ODYS shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by ODYS shall be subject to copyright by the Contractor in the United States or any other country. The Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent required by law.

21. FIREARMS RESTRICTION: The Contractor agrees that the Contractor, any Subcontractor, and /or any person acting on behalf of the Contractor or Subcontractor, will not possess or maintain the presence of any

firearm in or on any premise used in the delivery of residential services of youth. The Contractor agrees to apply, in writing, within ten (10) days of the Contractor's execution of this contract for a written waiver of this provision from ODYS Director in the event that this provision would create an economic hardship (e.g. an employer, such as a police department, requires a foster parent who is also a police officer to carry a firearm as a requirement of his/her employment) or would otherwise be unreasonable.

22. OTHER APPLICABLE LAW:
The Contractor is required to comply with O.R.C., Chapter 4115 "Wages and Hours on Public Works" as required by law. The Contractor shall meet State of Ohio requirements for certification, licensure, and registration where applicable. Contractor shall be required to provide proof of such certification, licensure, and registration and to provide any renewal certification, licensure, and registration.
The Contractor shall comply with the provisions as specified in the O.R.C., Section 109.572 regarding criminal records check and fingerprinting and maintain adequate records thereof.
In the performance of this contract, the Contractor agrees to comply with all Federal, State, and Local laws and the Ohio Administrative Code.
ODYS is subject to O.R.C. 149.43 "Availability of Public Records," and therefore any documents, which are a part herein, shall be disclosed as required by law.

23. NOTICE TO RETIREES: A retiree cannot continue to receive benefits and work as an independent contractor under a contract for any period of time for the employer from which they retired. This prohibition is applicable regardless of the number of hours or days actually worked.

24. UNRESOLVED FINDINGS FOR RECOVERY: Contractor affirmatively represents and warrants to ODYS that it is not subject to a finding or recovery under ORC 9.24 or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under th at section. Contractor agrees that if this representation and warrant is deemed to be false, the Contract shall be void ab initio as between the parties to this Contract, and any funds paid by ODYS hereunder shall be immediately repaid to ODYS, or an action for recovery may be immediately commenced by ODYS for recovery of said funds.

25. SWEATSHOP FREE: By the signature affixed to this ITB/RFP, Bidder/Offerer certifies that all facilities used for the production of the supplies or performance of services offered in the bid/RFP are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Bidder/Offerer in furnishing the supplies or services described in the bid/RFP and awarded to the Bidder/Offerer. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, 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. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

26. PROHIBITION OF THE PURCHASE OF OFF-SHORE SERVICES: 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 available at the following website: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).

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.

TERMINATION, SANCTION, DAMAGES:

The State is not obligated and shall not pay for any services provided under this Contract that the Contractor or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and Contractor shall immediately return to the State all funds paid for those services.

In addition, if the Contractor or any of its subcontractors perform any such services outside of the United States, the State may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Contractor. If the State terminates the Contract, the State may buy substitute services from a third party, and the State may recover the additional costs associated with acquiring the substitute services.

If the Contractor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Contractor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Contractor has 10 business days to change or shift the location(s) of services performed to location(s) within the United States. The State may recover liquidated damages in the amount of 50 % of the value of the contract for every day past the time permitted to change or shift the location(s).

ASSIGNMENT / DELEGATION:

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

27. PRISON RAPE ELIMINATION ACT (PREA): If this Contract is for residential services, the contractor shall comply with all Federal PREA standards per the National PREA Resource Center.

28. BACKGROUND CHECKS: A Background check (LEADS) shall be completed on any individual contractor and may be run on anyone coming into the facility to provide services, prior to the contracted services being performed. Information obtained from the background check shall be used to determine whether a contract may be awarded

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ATTACHMENT TWO: BIDDER PROFILE SUMMARY

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

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

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

ATTACHMENT THREE: DECLARATION STATEMENTS

MUST BE COMPLETED, SIGNED AND RETURNED WITH BID RESPONSE

Failure to complete, and return with the bid, this Declaration Attachment may deem your bid non-responsive

Ohio Elections Law Information: (See Part FOUR)

A. Prohibition

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

B. Individual, Partnership, Association, Estate or Trust

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

C. Corporation or Business Trust

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

Ohio Ethics and Conflict of Interest Laws Information:

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

DECLARATION STATEMENTS (Continued)

Prohibition of the Use of Public Funds for Offshore Services:

In accordance with Executive Order 2011-12K, regarding the prohibition on the purchase of offshore services, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands the provisions of Executive Order 2011-12K; (2) it understands and will abide by the requirements of this order; (3) will disclose the location(s) where all services will be performed by any contractor or subcontractor; (4) will disclose the location(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; (5) will disclose any shift in the location of any services being provided by the contractor or subcontractor; (6) will disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.

By signature affixed to this response, the Bidder/Offeror affirms, understands, and will abide by the requirements of Executive Order 2011-12K, issued by Ohio Governor John Kasich. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following website:

Http://www.governor.ohio.gov/Default.aspx?tabid=1495

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

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

1. List principal location of business for the contractor:

_____ _____

_____ _____

_____ _____

List name(s)/Principal location of business of subcontractors who will be performing work under the Contract.

_____ _____

_____ _____

_____ _____

2. Location where services will be performed by Contractor:

_____ _____

_____ _____

_____ _____

3. List the location(s) where any state data associated with any of the services being provided, or seek to provide, will be accessed, tested, maintained, backed-up, or stored:

_____ _____

_____ _____

_____ _____

DECLARATION STATEMENTS (Continued)

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

_____ _____

_____ _____

_____ _____

Location where services to be performed will be changed or shifted by subcontractor:

_____ _____

_____ _____

_____ _____

By the signature affixed to this Executive Order 2011-12K Declaration Statement, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODYS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODYS, will be deemed as a default. If a default should occur, ODYS will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.
_____ (Company) affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the Agency Project Representative.

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

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

_____ (Company) agrees to above:

***Equal Employment Opportunity Information**:*

The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website:*http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx.*

DECLARATION STATEMENTS (Continued)

Contract Performance. The Bid must provide the following information for this section for the past seven years. **Please indicate yes or no in each column**. If the answer to any item is affirmative, the Bidder must provide complete details about the matter on a separate page.

Yes/No	Description
	The Bidder has had a contract terminated for default or cause. If so, the Bidder must submit full details, including the other party's name, address, and telephone number.
	The Bidder 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 Bidder must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Bidder, any officer of the Bidder, or any owner of a twenty percent (20%) interest or greater in the Bid 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 Bidder, any officer of the Bidder, or any owner with a twenty percent (20%) interest or greater in the Bid has been convicted of a felony or is currently under indictment on any felony charge.

Conflict of Interest. Additional information regarding Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, may be found in Attachment One, Article X.

The Bidder must include a statement indicating whether the Bidder, or any people that may work on the project through the Bidder, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Provide statement regarding any potential Conflict of Interest not indicated in the check list above:

_____

_____

_____

While an affirmative answer to any of the items in the <u>Contract Performance</u> checklist or, inclusion of a statement of possible <u>Conflict of Interest</u>, will not automatically disqualify a Bid from consideration, such an answer or statement and a review of the background details may result in a rejection of the Bidder's bid, at the sole discretion of the evaluation team. The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance on the project, and the best interests of the State.

I attest that I am a representative of the organization listed in this bid and have the authority to bind the Bidder to the aforementioned requirements.

Printed Name and Title: _____

Signature: _____

Organization: _____ **Date:** _____

DECLARATION STATEMENTS (Continued)

	Yes	No
Have you experience with providing OCCUPATIONAL THERAPY SERVICES	____	____
Have you had past performance on previous state contracts?	____	____
This Bid covers all Statement of Services listed on Exhibit A:	_____	____

If No: please explain specific statement of services that could not be met.

_____

_____

Authorized signature **Date**

INFORMATION MUST BE COMPLETED

Ohio Preference: (Buy Ohio):

Bidder has significant economic presence within the state of Ohio. Yes_____ No_____
(Bidder has ten or more employees based in Ohio or border state) Yes_____ No_____
(Bidder has 75% or more employees based in Ohio or border state) Yes_____ No_____

Border State Bidder: Yes_____ (KY__MI__NY__ PA__ IN__) No_____

Total Number of Employees: Nation-wide: _____ Ohio: _____

Percentage of Women: Nation-wide: _____ Ohio: _____

Percentage of Minorities: Nation-wide: _____ Ohio: _____

Attached is an Ohio Department of Youth Services` (ODYS) Request for Proposal (RFP). If you are interested in responding, please complete and sign the "Bidder's Response" and attach all documentation required. Provided below are additional requirements and directions for all potential Bidders.

- After reviewing Part 3, Exhibit A; Part 4, regarding the Declaration Statements (Attachment 3), Terms and Conditions and if applicable, other attachments, complete and sign "Bidder Response".
- Directions for completion of the attached checklist:

    1. Sections should all be completed. We request that they be typed or legibly printed.

    2. Proposed costs are to be ALL INCLUSIVE. Services will NOT be reimbursed if they are not listed. If the proposed cost is based upon a fee schedule or budget, be sure to attach these documents.

    NOTE: If the Bidder receives or anticipates receiving any other type(s) of funding (e.g. Medicaid, Title IV-E, etc.), the Bidder is to provide multiple rates based on eligibility (e.g. 1 rate for non-eligible program/youth and 1 rate for eligible). A schedule detailing the adjustment(s) is to be attached to the Bidder's Response.

    3. Attach any and all documents requested.

- General Notes:

    1. If you have any questions, please submit an inquiry as directed in Part 2, General Instructions.

    2. **Make a note of the deadline date and time detailed in Part Two. These boxes provide the date and time that your Response must be received by the ODYS Site requesting the bid. There will be no exceptions.**

    3. Be sure to return the ENTIRE package received (not just the "Bidder Response" page but also all attachments), with original signatures, (blue ink is preferred) one (1) original, three (3) copies of the complete package.

    4. Attached is a "Provider Checklist" to assist you with completing the RFP package which is to be returned to ODYS.

PROVIDER CHECKLIST

Please read each question and initial or check each box

- [ ] Did you review the ODYS Exhibit A?
- [ ] Did you review the Terms and Conditions?

"Bidder Information"

- [ ] Did You Complete the Cover Sheet?
- [ ] Did you complete each box of Bidder Response Form (Part Five)?
- [ ] Did you include the organization's OAKS vendor identification number?
- [ ] Did you sign and date your Bidder Response?

"Proposed Cost"

- [ ] Did you bid as ODYS requested (e.g. by hour or other type of unit)?
- [ ] Did you bid for the entire time frame requested (e.g. 1 Year/Six Months)?
- [ ] Do you anticipate receiving any outside funding (e.g. Medicaid, IV-E, etc.) and if so, did you provide an attachment detailing such funding?
- [ ] Did you check your bid for mathematical errors?
- [ ] Does your Bidder Response include all services and/or other reimbursable costs for which you will invoice ODYS?

"Detailed Description"

- [ ] Did you include a **detailed** description of your program/services?
- [ ] Do you meet minimum qualifications outlined in the RFP?

"Exceptions"

- [ ] *If applicable,* did you provide a detailed explanation of any exceptions you have in regards to Exhibit A?

OTHER

- [ ] If applicable, did you include all required certifications, licenses, etc.?
- [ ] Did you include requested documents: i.e. the Declaration Statements Attachment;
- [ ] Is your bid being submitted within the timeframes established in Part Two?
- [ ] Are you returning the original bid package?
- [ ] Are you returning all copies of the entire bid package?
- [ ] Have you labeled your sealed envelope with the bid number and title?
- [ ] Did you make a copy for your records?