

## Request for Proposal

**RFP NUMBER: DRCP-19-2754**  
**DATE ISSUED: April 4, 2019**

**The Ohio Department of Rehabilitation and Correction is requesting proposals for:  
Advance Job Training (Post-Secondary Education):**

**INQUIRY PERIOD BEGINS: April 04, 2019**

**INQUIRY PERIOD ENDS: April 15, 2019**

**OPENING DATE: April 19, 2019**

**OPENING TIME: 12:00 PM EST**

**OPENING LOCATION: Ohio Department of Rehabilitation  
and Correction  
Operation Support Center  
4545 Fisher Road, Suite D  
Columbus OH 43228**

**ATTN: Yolanda Cooks, Project Manager I**

**This RFP consists of 37 pages with six (6) Parts and five (5) Attachments. Please verify you have a complete copy.**

## PART ONE: EXECUTIVE SUMMARY

### Purpose

#### Advance Job Training (Post-Secondary Education):

Ohio Central School System is seeking an accredited college or university to provide college level courses and employment skills to offenders within the Department of Rehabilitation and Correction (ODRC) facilities around the state of Ohio. Courses provided will lead to or support the completion of a certificate or credential from that college or university.

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

RFP Issued:	April 04, 2019
Inquiry Period Begins:	April 04, 2019
Inquiry Period Ends:	April 15, 2019
Proposal Due Date:	April 19, 2019, 12:00 P.M. Eastern Standard Time
Tentative Contract Award:	May 30, 2019

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

## PART ONE: GENERAL INSTRUCTIONS

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

Name: Yolanda Cooks  
Title: Project Manager I  
Mailing Address: Ohio Department of Rehabilitation and  
Correction  
Operation Support Center  
4545 Fisher Road, Suite D  
Columbus, Ohio 43228  
Phone Number: 614-995-0637  
Fax Number: 614-728-1578  
E-mail Address: [Yolanda.Cooks@drc.state.oh.us](mailto:Yolanda.Cooks@drc.state.oh.us)

**Contract Monitor** Following Contract award and execution, a Contract Monitor shall be the Contractor's primary point of contact for matters relating to the Contractor's performance. The Contract Monitor may be contacted as follows:

**Name:** Robin Long  
**Title:** OCSS Operations Director  
**Address** 1580 St. Rt. 56, London, OH 43140  
**Phone:** 740-845-3132  
**Email:** [Robin.Long@odrc.state.oh.us](mailto:Robin.Long@odrc.state.oh.us)

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## PART TWO: GENERAL INSTRUCTIONS

**Inquiries** Offerors may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Calendar of Events. To make an inquiry, Offerors must use the following process:

- Access the State Procurement web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select “Find it Fast”;
- Select “Doc/Bid/Schedule #” as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with DRC followed by a number);
- Click the “Find It Fast” button;
- On the document information page, click the “Submit Inquiry” button;
- On the document inquiry page, complete the required “Personal Information” section by providing:
  - a. First and last name of the prospective Offeror’s representative who is responsible for the inquiry;
  - b. Name of the prospective Offeror;
  - c. Representative’s business phone number; and
  - d. Representative’s e-mail address.
- Type the inquiry in the space provided including:
  - a. A reference to the relevant part of this RFP;
  - b. The heading for the provision under question; and
  - c. The page number of the RFP where the provision can be found.
- Click the “Submit” button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries using the following process:

- Access the State Procurement web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select “Find it Fast”;
- Select “Doc/Bid/Schedule #” as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with DRC followed by a number);
- Click the “Find It Fast” button;
- On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

The ODRC will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the ODRC will not respond to any inquiries received after 8:00 a.m. on the Inquiry Period End Date.

Inquiries and or requests for clarification about a specific portion of this RFP must reference the relevant Part and/or Attachment of this RFP and include the provision heading with the RFP page number.

Offerors who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is

acceptable and use of any other form of communication or any attempt to communicate with ODRC staff or any other agency of the State to discuss the Proposal may result in the Offeror being deemed not responsive.

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

**ADVANCE JOB TRAINING (POST-SECONDARY EDUCATION):**

Proposals must be received by Ohio Department of Rehabilitation and Correction, Attention: Contract Administration; 4545 Fisher Road, Suite D, Columbus, OH 43228 no later than 12:00 p.m. Eastern Standard Time on the Proposal Due Date. The ODRC Contract Representative shall reject any Proposals or unauthorized Proposal amendments submitted after the Proposal Due Date. Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once the Proposal Due Date has passed, Proposals cannot be altered, except as allowed by this RFP.

All Proposals and other submitted material shall be the property of the ODRC and shall not be returned. The Offeror should not include proprietary information in a Proposal because the ODRC maintains the right to use any materials or ideas submitted without compensation to the Offeror. Additionally, all Proposals will be open to the public after Contract award.

The ODRC will retain a copy of all Proposals received as part of the Contract file for the term of the Contract. After the state-scheduled retention period, the ODRC Contract Representative may return, destroy, or otherwise dispose of the Proposals and copies.

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

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

The ODRC will not be liable for any costs incurred by any Offeror in responding to this RFP, even if the ODRC does not award a Contract through this process. The ODRC may decide not to award a Contract for the Project. It may also cancel this RFP and Contract for the Project through some other process or by issuing another RFP.

**Waiver of Defects** The ODRC has the right to waive any defects in any Proposal or in the submission process followed by an Offeror, but the ODRC will only do so if it believes that it is in the ODRC's best interests and will not cause any material unfairness to other Offerors.

**Amendments to Proposals** Amendments or withdrawals of Proposals are allowed until 12:00 p.m. Eastern Standard Time on the Proposal Due Date. No amendments or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

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## **PART THREE: SCOPE OF WORK**

### **BACKGROUND**

Ohio Central School System (OCSS) was chartered in 1973 by the Ohio Department of Education to provide quality education opportunities to those incarcerated in the Ohio Department of Rehabilitation and Correction (ODRC).

Ohio Central School System has been providing Advanced Job Training to offenders with the help of colleges and universities around Ohio to assist offenders in returning to their communities and obtaining meaningful employment that will allow them to provide for themselves and their families. This is a commitment that OCSS and its stakeholders takes seriously. Many studies have proven that offenders that engage in meaningful activity such as education programming combined with other services are less likely to return to a life of crime or be re-incarcerated. These studies consistently show lower recidivism rates among offenders that have completed an advanced job training program verses offender's that do not participate in educational programming.

### **SCOPE OF SERVICES**

The Contractor will provide college level courses and employment skills to offenders, that will lead to a certificate or credential to facilitate work opportunities in areas that are needed in the current job market. All courses must be Ohio Department of Higher Education (ODHE) approved. Contractor will provide academic student support, including career counseling and/or career placement services.

#### **Contractor agrees to:**

1. Employ Staff willing to work in a secured prison environment. Classroom space is available Monday through Friday (evenings only) and some weekends (each site is unique).
2. Ensure that the number of class sessions offered each term are adequate for students to complete the approved course of study within a reasonable time frame.
3. Provide qualified (credentials required) instructors for all college courses offered and provide at least 1 full time staff to act as the Facility Coordinator for each site.
4. Ensure that the Facility Coordinator is available to students at least once a week for academic counseling or other needs and must provide a monthly schedule and/or school calendar.
5. Ensure that the Facility Coordinator is responsible for gathering and submitting all required paperwork to prison staff per ODRC policies.
6. Recruit eligible offenders into their program by providing announcements, distributing literature in the school area, housing units and at the facilities scheduled orientation meetings for incoming offenders.
7. Provide textbooks and supplies as needed for each course provided. These supplies can include, but not limited to, access to tablets and audio-visual equipment (must be approved pursuant to ODRC policies) paper and writing instruments (Prior approval is required for all equipment and supplies coming into a facility).

8. Use ODRC electronic and/or paper forms to complete attendance each day and to provide reports at the end of each month, including evaluations on each student at the end of a term (pursuant to ODRC Policy)
9. Secure a college or university substitute instructor or reschedule any class/classes cancelled due to the absence of an instructor assigned by the college or university.
10. Provide unofficial transcripts, at no cost to the student and at least 1 official transcript at no cost to the student, upon receiving the appropriate signed transcript request.
11. Provide proof of current scholarships and/or grants that will be available to offenders while still incarcerated.
12. Become a member of the Ohio Penal Education Consortium (OPEC) and provide one college representative to attend bi-monthly meetings if awarded a contract.
  - a. Ohio Penal Education Consortium – is an organization made up of all the colleges and universities that provide job training to inmates in the Ohio Department of Rehabilitation and Correction (ODRC). This consortium is designed to share information, increase articulation among the member colleges and universities and correctional institutions and develop common procedures so that the quality of higher education provided for institutionalized offenders should remain uniformly high.
13. Ensure that all staff assigned to a facility attends contractors training and completes all required forms and background checks.
14. Bill at the following rate(s):
  - a. State colleges and universities: \$55.00 per credit hour
  - b. Non-State colleges and universities: \$129.00 per credit hour

**ODRC agrees to provide:**

1. Classroom w/tables and chairs (evening and weekends only)
2. Access to Thin Clients for MS Office access (evenings and weekends only)
3. Security in the building with officer making rounds
4. Access to one staff computer to complete attendance sheets and reports as required by policy
5. Provide contractors training (PREA) for each contractor entering the facility to train them on the rules and regulations pertaining to offenders and working in a prison environment.

**Contractor shall meet the following criteria listed below:**

1. Must be accredited and recognized by the Higher Learning Commission.
2. The ability to provide scholarships and or grants to assist students post and pre-release.
3. The ability to allow eligible students to self-pay for college-level classes while incarcerated.
4. Must provide a post and prerelease career counseling mirroring close to what is provided on their college or university campuses.
5. Provide an Official transcript upon request to another college campus or an unofficial copy to the student, at no cost to the student. Must be accepted by other Ohio college campuses.

6. Seamless transition to the awarded contractor's college campus once released or other college or universities that are members of the Ohio Penal Consortium, if student chooses to continue their education.
7. Must provide a list of courses and identify the related degree(s) or certification(s). All college credit courses offered, shall lead to a degree or certificate. Course(s) must articulate what is offered on the contractor's main campus.

### **Locations for Services**

The attached list of institutions is provided, ODRC will determine locations to be serviced.

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## PART FOUR: REQUIREMENTS FOR PROPOSAL

**Proposal Format** Each Proposal shall respond to every request for information in this RFP whether the request requires a simple “yes” or “no” or a detailed explanation. These instructions describe the required format for a responsive Proposal. All required specifications must be met for the Offeror and Proposal to be considered responsive.

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

The Proposal shall be organized in the following order and contain the following information. **Failure of the Offeror to provide any of the following items may result in rejection of the Proposal:**

1. Cover Letter;
  2. Description of Offeror’s Scope of Work, Offeror’s Knowledge, Skills, and Abilities, Price Proposal, and Required Information;
  3. Attachment One Offeror Profile Summary;
  4. Attachment Two Declaration Statements; and
  5. Attachment Five Deliverables and Proposed Payment Summary
1. **Cover Letter** The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing the same or similar services.

The Letter shall also include:

- a. General company profile including a description of the Offeror’s legal structure (e.g., corporation, partnership) and number of employees;
- b. The address of the Offeror’s home office; and

The name, telephone number, fax number and electronic-mail address of a contact person who has authority to answer questions regarding the Proposal and receive notices following Contract award. Included with the Letter must be IRS Form W-9, complete with company information.

2. **Description of Offeror’s Scope of Work, Offeror’s Knowledge, Skills, and Abilities, Price Proposal, and Required Information;** The Offeror must fully describe its approach, method, specific steps, and schedule for each of the requirements and deliverables in Part Three, Scope of Work of this RFP. To perform the scope of work successfully, the Offeror shall demonstrate in its Proposal that it has the education, experience, knowledge, skills, and abilities to be able to perform in accordance with the requirements listed in Part Three. This section shall also include any specific requirements or expectations of performance on behalf of the staff of ODRC.

The ODRC will not be liable for any costs of providing the Project the Offeror does not identify in Attachment Five of this RFP.

3. **Offeror Profile Summary** Using Attachment One, the Offeror must show evidence of meeting the requirements in Part Three, Scope of Work and Offeror’s Knowledge, Skills, and Abilities of

this RFP, and contract experience providing the same or similar services at sites comparable to the ODRC, such as state departments of correction and large city or county correctional operations. The information must be clearly identified, and three references provided from those listed on Attachment One. Attachment One may be copied if additional space is needed. Further, the Offeror shall identify the Project Manager designated to manage any ODRC issues or concerns with the Project. For each identified person, please provide a resume, including their experience with a project of similar requirements.

4. **Declaration Statements** The Offeror must submit, along with their response, a completed Attachment Two: Declaration Statements.
5. Offeror must provide ODRC with a list of deliverables and proposed payments (in dollar amounts and cumulative percent of total price) requested upon acceptance of the deliverable. Proposed payments should be reasonable in relation to the deliverables provided. Negotiation of the proposed payments may occur if payments are not reasonably related to the deliverables.

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## **PART FIVE: EVALUATION OF PROPOSAL and CONTRACT AWARD**

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

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

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

It is the intent of ODRC, as a result of this RFP, to make an award to one Offeror. ODRC reserves the right to award in the best interest of the ODRC.

### **1. Initial Review**

#### **a. Format and Completeness**

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

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

#### **b. Rejection of Proposals**

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

ODRC may reject any Proposal that is not in the required format, is incomplete and does not address all the requirements of this RFP, or that ODRC believes is excessive in price or otherwise not in its interests to consider or accept. Additionally, ODRC may cancel this RFP, reject all the Proposals, and seek services through a new RFP or other means.

### **2. Committee's Evaluation of the Proposals**

#### **a. Clarifications & Corrections**

During the evaluation process, the evaluation committee may request clarifications from any Offeror under consideration and may give any Offeror the opportunity to correct defects in its Proposal if ODRC believes doing so does not result in an unfair advantage for the Offeror and it is in ODRC's best interests.

During the evaluation process, unless clarifying information is requested by ODRC as part of the evaluation process, any attempt on the part of the Offeror, the Offeror's

agent(s), or any party representing the Offeror, to submit correspondence that is determined by ODRC to be an attempt to compromise the impartiality of the evaluation, or any attempt on the part of the Offeror to communicate with any member of the ODRC regarding the evaluation process may be grounds for immediate disqualification of the Offeror.

#### **b. Committee Review of the Proposals**

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

The Committee will meet and review each Offeror's awarded points and come to an agreement on a Required Components Point Total. The Required Components Point Total and the Price Points will be combined to obtain each Offeror's Total Combined Points.

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

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

### **3. Offeror's Performance History with Other Jurisdictions**

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

### **4. Request for More Information**

#### **a. Interviews, Presentations and Demonstrations**

The Committee may require an Offeror to interview with the Committee regarding its Proposal. Such interviews, presentations, and demonstrations provide the Offeror an opportunity to clarify its Proposal and to ensure a mutual understanding of the RFP content. These interviews, presentations, and demonstrations will be scheduled at the convenience and discretion of the Committee. This phase of the evaluation is not an

opportunity for the Offeror to engage in any negotiations over the form of the Proposal or required scope of the work.

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

**b. Background Investigations**

Background investigations will be performed in accordance with ODRC Policy 34-PRO-07 VI.B.2. available from the ODRC website at [http://www.drc.ohio.gov/web/drc\\_policies/drc\\_policies.htm](http://www.drc.ohio.gov/web/drc_policies/drc_policies.htm).

**c. Financial Ability**

The Evaluation Committee may insist that an Offeror submit financial documents for the past three years if the evaluation committee is concerned that an Offeror may not have the financial ability to carry out the Contract. This is not an essential element of the initial evaluation phase, but may be requested at any time. If the Evaluation Committee finds that the Offeror is not adequate they may reject the Proposal despite its other merits.

**5. Contract Negotiations**

**a. Negotiations**

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

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

**b. Failure to Negotiate**

If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, ODRC may terminate negotiations with that Offeror and begin negotiations with the next Offeror in order of rank if the Offeror is considered responsive and responsible.

**6. Contract Award**

The contract award process consists of two distinct phases:

- a. Notification of Award / Non-Award; and
- b. Contract Award.

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

**1. Notification of Award / Non-Award**

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

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

**2. Contract Award**

If this RFP results in a Contract award, the Contract will include this RFP, written amendments to this RFP, the Offeror's Proposal, and written, authorized amendments to the Offeror's Proposal. These Contract documents will be attached and incorporated into the Purchase Contract provided in Attachment Three. This Contract may also include any materials attached and incorporated in the above documents. The general terms and conditions for the Contract are contained in the Purchase Contract. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. The Contract;
2. This RFP, as amended;
3. The documents and materials attached and incorporated in the RFP;
4. The Offeror's Proposal, as amended; and
5. The documents and materials attached and incorporated in the Offeror's Proposal.

Notwithstanding the order listed above, any amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

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## PART SIX: PROPOSAL EVALUATION CRITERIA

### Proposal Evaluation Criteria

In the Proposal evaluation phase, the evaluation team will rate the Proposals submitted in response to this RFP

Criteria	Does Not Meet	Meets	Exceeds	Score
1. Cover Letter.	0	2	N/A	
2. Letter of commitment from an employee or sub-contractor.	0	2	N/A	
3. Completed/Signed Declaration Statements (Attachment 3).	0	2	N/A	
4. Offeror Profile Summary (Attachment 2).	0	2	N/A	
5. Scope of Service.	0	2	N/A	
6. Payment Address.	0	2	N/A	
7. Cost Summary.	0	2	N/A	
8. Completed W-9 Form.	0	2	N/A	

Scope of Work	Does Not Meet	Meets	Post Release	Pre-Release	Score
1. Must be accredited and in good standing with the Higher Learning Commission.	Reject	10	N/A	N/A	
2. The ability to provide scholarships and or grants to assist students post and pre-release.	NA	NA	4	6	
3. The ability to allow eligible students to self-pay for college-level classes while incarcerated.	0	5	N/A	N/A	
4. Must provide a post and prerelease career counseling mirroring close to what is provided on their college or university campuses.	Reject	10	N/A	N/A	
5. Provide at least (1) one Official transcript upon request or an unofficial copy to the student or another college at no cost to the student or college. Transcript must be accepted by Ohio college campuses.	0	5	N/A	N/A	
6. Seamless transition to the awarded contractor's college campus once released or colleges or universities that are members of the Ohio Penal Consortium.	0	15	N/A	N/A	

7. Must provide a list of courses and identify the related degree(s) or certification(s). All college credit courses offered, shall lead to a degree or certificate. All course(s) must articulate what is offered on the contractor's main campus.	0	10	N/A	N/A	
8. Must Provide a designated coordinator(s) to work within the institution(s).	0	5	N/A	N/A	
9. Technology incorporated into curriculum.	0	5	N/A	N/A	
10. Contractor must provide a substitute licensed instructor when assigned staff is unavailable for scheduled classes	0	5	N/A	N/A	
11. Contractor must provide their own books and materials for courses being offered.	0	10	N/A	N/A	
12. Contractor Agrees to use and complete ODRC's electronic attendance forms for each course (date and time) and submit each month.	Reject	5	N/A	N/A	
13. Experience working in a correctional facility with offenders.	0	5	N/A	N/A	

## ATTACHMENT ONE: OFFEROR PROFILE SUMMARY

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

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

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

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

Description of related services provided:

**ATTACHMENT TWO: DECLARATION STATEMENTS**

**A. STATEMENT OF COMPLIANCE, PURCHASE CONTRACT**

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

**B. CONFLICT OF INTEREST STATEMENT**

\_\_\_\_\_, Offeror confirms Offeror and any people who may work on the Project through the Offeror do not have a conflict of interest, direct or indirect, which is incompatible with the fulfillment of the Project. See Attachment Three- Purchase Contract, Article 10, for conflict of interest and ethics compliance as it relates to award of this RFP. Offeror further agrees that the ODRC has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

**C. EXECUTIVE ORDER 2019-12D**

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the Offeror affirms, understands and will abide by the requirements of Executive Order 2019-12D. If awarded the Contract, the Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

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

- 1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

## D. CONTRACT PERFORMANCE

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

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has been suspended. If so, the Offeror must submit full details including the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item is affirmative, the Offeror must provide complete background details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the Evaluation Committee, such an answer and a review of the background details may result in a rejection of the Proposal. The Evaluation Committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the Project, and the best interests of the ODRC.

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

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT THREE: PURCHASE CONTRACT**

**FOR OFFICE USE ONLY:**

<b>Contract No.</b>	<b>Fund</b>	<b>ALI</b>
<b>Dept.</b>	<b>Program</b>	<b>OAKS Vendor ID No.</b>

Purchase  
Contract  
Between the  
Ohio Department of Rehabilitation and Correction -

---

**And  
Contractor**

---

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

**WHEREAS**, Agency desires to engage Contractor to Description of Services

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

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

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

**ARTICLE 1: NATURE OF CONTRACT**

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Contract. It is specifically understood that the nature of the services and/or goods to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services and/or goods. Agency thus reserves the right to cancel this Contract should Agency at any time be dissatisfied with Contractor's performance of its duties under this Contract.
  
- 1.2 Agency enters into this Contract in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

- 1.3 Contractor shall provide services and/or goods and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.
- 1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article 6, Termination of Contractor's Services and/or Goods. All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.
- 1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

## **ARTICLE 2: SCOPE OF SERVICES AND/OR GOODS**

- 2.1 If the purchase was not solicited, the Contractor shall provide the following scope of services and/or goods:

N/A

(If additional space is needed, then attach an additional page headed "Continuation of 2.1" which is attached hereto and incorporated herein.)

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

- 2.2 The Contractor's Agency contact person for this Contract is \_\_\_\_\_ who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.
- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.
- 2.4 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

## **ARTICLE 3: TIME OF PERFORMANCE**

3.1 This Contract shall remain in effect until the work described in Article 2, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article 4, Compensation, or until terminated as provided in Article 6, Termination of Contractor's Services and/or Goods, whichever is sooner.

3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire on **June 30, 20**

Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 18 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract.

3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13 (campaign contribution), O.R.C. Section 127.16 (controlling board), or O.R.C. Chapter 102 (public officers – ethics).

#### **ARTICLE 4: COMPENSATION**

4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of **\$XXX**.

4.2 The total amount due was computed according to the following payment schedule:  
See Attached Solicitation Documents

4.3 Contractor shall submit an invoice for the compensation incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services and/or goods provided and total amount due. Upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.

4.4 Invoice Requirements. The Contractor must submit an original invoice with three copies (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

The purchase order number authorizing the delivery of goods or services. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

4.5 Payment Due Date. Payments under this Contract will be due on the 30<sup>th</sup> calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.

4.6 The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.

4.7 Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval and in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code. It is understood that Section (G) of Rule 126-1-02 does not apply.

#### **ARTICLE 5: CERTIFICATION OF FUNDS**

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the O.R.C., including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Agency gives Contractor written notice that such funds have been made available to Agency by Agency's funding source.

## **ARTICLE 6: TERMINATION OF CONTRACTOR'S SERVICES AND/OR GOODS**

- 6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.
- 6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.
- 6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.
- 6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

## **ARTICLE 7: RELATIONSHIP OF PARTIES**

- 7.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore

be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

- 7.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.
- 7.3 While Contractor shall be required to provide services and/or goods described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's provision of services and/or goods hereunder.
- 7.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.5 License number is not applicable.
- 7.6 The Contractor recognizes the security requirements for entering Agency's facilities and acknowledges receipt of the "Standards of Conduct for Contractor" (DRC 4376). The Contractor agrees to comply with these standards and with safety rules and procedures. Due to institutional security requirements, the Agency staff may require the Contractor to document when the Contractor or any subcontractor is on state property.
- 7.7 The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.
- 7.8 Any misrepresentation or omission of a material fact concerning the Contractor's qualifications and fitness to provide services and/or goods under this Contract may be grounds for termination, as may be determined within the discretion of the Agency.

#### **ARTICLE 8: RECORD KEEPING**

During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Agency as Agency may reasonably require.

#### **ARTICLE 9: RELATED AGREEMENTS**

- 9.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article 2, Scope of Services and/or Goods, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.

- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, and their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

#### **ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE**

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

#### **ARTICLE 11: NONDISCRIMINATION OF EMPLOYMENT**

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

certified Minority Business Enterprise and Encouraging Diversity, Growth and Equity vendors.

## **ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

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

## **ARTICLE 13: LIABILITY**

- 13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint ventures while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights and trademarks.
- 13.2 Contractor shall bear all costs associated with defending Agency and the state of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Contract, general liability insurance with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The state reserves the right to approve all policy deductibles, levels of self-insured retention, captive insurance programs and may require the Contractor to have their policy(s) endorsed to reflect per project/per location general aggregate limits. Such insurance shall be written by a company authorized to conduct such business in the State of Ohio, with at least an A- "Excellent" rating from A.M. best Company.

The requirement to procure general liability insurance may be reduced/waived/self-insured with the prior written consent of the Agency's Division of Legal Services since certain contractors have potentially less or no exposure in liability depending on the nature of their work under the Contract.

- 13.5 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation.

**ARTICLE 14: COMPLIANCE WITH LAWS**

Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

**ARTICLE 15: DRUG FREE WORKPLACE**

Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**ARTICLE 16: CAMPAIGN CONTRIBUTIONS**

Contractor hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

**ARTICLE 17: ENTIRE AGREEMENT/WAIVER**

- 17.1 This Contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 17.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.
- 17.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

**ARTICLE 18: NOTICES**

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

**ARTICLE 19: HEADINGS**

The headings in this Contract have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Contract.

**ARTICLE 20: SEVERABILITY**

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

**ARTICLE 21: CONTROLLING LAW**

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder.

**ARTICLE 22: ASSIGNMENT AND DELEGATION**

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

#### **ARTICLE 23: FINDINGS FOR RECOVERY**

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

#### **ARTICLE 24: DEBARMENT**

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

#### **ARTICLE 25: FORCE MAJEURE**

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

#### **ARTICLE 26: “SWEATSHOP - FREE” PURCHASING**

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

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

#### **ARTICLE 27: EXECUTIVE ORDER REQUIREMENTS**

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

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

**ARTICLE 28: TERMINATION, SANCTION, DAMAGES**

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

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

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

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

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

**ARTICLE 29: EXECUTION**

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

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

Signature of Contractor:	
Printed Name of Contractor:	Date:

ATTESTATION: I hereby attest that there are sufficient funds available to cover the cost of this Contract:	
Fiscal Officer:	Date:

Warden/Program Manager/Department Head:	Date:
---	-------

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

Program Administrator:	Date:
Legal Services:	Date:

Deputy Director, Administration:	Date:
----------------------------------	-------

**ATTACHMENT FOUR: COST SUMMARY**

**Total Cost For Project** \$ \_\_\_\_\_

**ODRC will not be liable for any costs the Bidder does not include in the delivered price.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## ATTACHMENT FIVE: List of Institutions

**Allen/Oakwood Correctional  
Institution (AOI) Northwest Region**

P. O. Box 4501  
2338 North West Street  
Lima, OH 45802  
419-224-8000, Speed Dial \*08  
Fax 419-224-5828

**Belmont Correctional Institution  
(BeCI)**

Southeast Region

P. O. Box 540  
68518 Bannock Road, S.R. 331  
St. Clairsville, OH 43950  
740-695-5169, Speed Dial \*34  
Fax 740-526-0511

**Chillicothe Correctional Institution  
(CCI)**

Southeast Region

P. O. Box 5500  
15802 State Route 104 North  
Chillicothe, OH 45601  
740-774-7080, Speed Dial \*09  
Fax 740-779-5398

**Dayton Correctional Institution  
(DCI)**

Southwest Region

P. O. Box 17249  
4104 Germantown Street  
Dayton, OH 45417  
937-263-0060,  
Speed Dial \*11  
Fax 937-263-1322  
(Level: 3)

**Grafton Correctional Institution  
(GCI)**

Northeast Region

2500 South Avon Beldon Road  
Grafton, OH 44044  
440-748-1161, Speed Dial \*13  
Fax 440-748-2521

**London Correctional Institution  
(LoCI)**

Southwest Region

P. O. Box 69  
1580 State Route 56  
London, OH 43140  
740-852-2454, Speed Dial \*17  
Fax 740-845-3399

**Madison Correctional Institution  
(MaCI)**

Southwest Region

P. O. Box 740  
1851 State Route 56  
London, OH 43140-0740  
740-852-9777,  
Speed Dial \*19  
Fax 740-852-3666

**Mansfield Correctional Institution  
(ManCI)**

Northwest Region

P. O. Box 788  
1150 North Main Street  
Mansfield, OH 44901  
419-525-4455,  
Speed Dial \*21  
Fax 419-524-8022

**Marion Correctional Institution  
(MCI)**

Northwest Region

P. O. Box 57  
940 Marion-Williamsport Road  
Marion, OH 43302  
740-382-5781,  
Speed Dial \*20  
Fax 740-387-8736

**Noble Correctional Institution (NCI)**

Southeast Region

15708 McConnellsville Road  
Caldwell, OH 43724  
740-732-5188, Speed Dial \*35  
Fax 740-732-2651

**Northeast Reintegration Center  
(NERC)**

Northeast Region

2675 East 30th Street  
Cleveland, OH 44115  
216-771-6460, Speed Dial \*22  
Fax 216-787-3540

**Ohio Reformatory for Women  
(ORW)**

Northwest Region

1479 Collins Avenue  
Marysville, OH 43040  
937-642-1065, Speed Dial \*24  
Fax 937-642-7678  
**(Level: 3)**

**Pickaway Correctional Institution  
(PCI)**

Southwest Region

P. O. Box 209  
11781 State Route 762  
Orient, OH 43146  
614-877-4362, Speed Dial \*25  
Fax 614-877-4514

**Richland Correctional Institution  
(RiCI)**

Northwest Region

1001 Olivesburg Road  
P. O. Box 8107  
Mansfield, OH 44901  
419-526-2100, Speed Dial \*69  
Fax 419-521-2810

**Southeastern  
Correctional Institution (SCI)**

Southeast Region

5900 B.I.S. Road  
Lancaster, OH 43130  
740-653-4324, Speed Dial \*27  
Fax 740-753-5371

**Trumbull Correctional Institution  
(TCI)**

Northeast Region

5701 Burnett Road  
Leavittsburg, OH 44430  
330-898-0820, Speed Dial \*29  
Fax 330-898-0848

**\*\*Please note the above listed institutions currently offer college programming or being considered for college programming. ODRC may include other facilities in the future.**