

REQUEST FOR PROPOSAL

RFP NUMBER: DRCP-20-2912
DATE ISSUED: OCT 31, 2019

The Ohio Department of Rehabilitation and Correction (ODRC) is requesting Proposals for:

ABC PRISON NURSERY (Achieving Baby Care Success) at ORW

INQUIRY PERIOD BEGINS: OCT 31, 2019

INQUIRY PERIOD ENDS: NOV 19, 2019

OPENING DATE: NOV 26, 2019

OPENING TIME: 3:00 PM EST

**OPENING LOCATION: ODRC – Ohio Reformatory for Women
(ORW)
1479 Collins Avenue
Marysville, Ohio 43040**

ATTN: Kenneth Moon, Business Administrator

This Request for Proposal (RFP) consists of Six (6) Parts and Five (5) Attachments. Please verify that you have a complete copy.

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PART ONE: GENERAL INSTRUCTIONS

I. GENERAL INSTRUCTIONS

A. Contacts

The following section provides details on how to get 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 ODRC during the Proposal process:

Name: Kenneth Moon
Business Administrator
Institution: Ohio Reformatory for Women (ORW)
Address: 1479 Collins Avenue, Marysville OH 43040
Phone: 937-553-5345
Email: Kenneth.Moon@odrc.state.oh.us

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

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.

The ODRC 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

Offerors 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, Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Quick Links Menu on the right, select "Bid Opportunities Search"
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP. (RFP Numbers begin with DRCP followed by a number);
4. Click "Search" button.
5. On the Opportunity Search Results page, click on the hyperlinked Document/Bid Number.
6. On the Opportunity Search Detail page, click "Submit Inquiry".
7. 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.
 - d. Representative's e-mail address.
8. 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.
 - c. The page number of the RFP where the provision can be found.
9. Enter the Confirmation Number at the bottom of the page
10. Click the "Submit" button.

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

Offerors may view inquiries using the following process:

1. Access the State Procurement web site at <http://www.ohio.gov/procure>;
2. From the "Quick Links menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with DRCP followed by a number);
5. Click the "Search" button;

6. 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 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 Offeror, and prospective Offeror's representative who should receive the response, including the representative's business telephone and fax numbers.

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.

C. Recruitment

Offerors shall not attempt to recruit an employee, subcontractor, or agent of any current service provider while that person is engaged in providing services at an ODRC facility. Offerors who attempt to make such contacts may be deemed not responsive.

D. Proposal Deadline and Requirement

Each Offeror must submit **four complete, sealed, and signed** copies of its Proposal, with the outside of the envelope(s) clearly marked as indicated in PART TWO, II. C.

Acceptable delivery methods for submission of contractor Proposals are U.S. Mail, any overnight or express delivery service, courier or hand delivery. All Proposals must be received at the submission address indicated within this RFP no later than 3 pm, Eastern Standard Time on the listed deadline date. Proposals will not be accepted after the deadline.

Submit Proposals to the ODRC RFP Project Representative named as indicated in Part One, I. A.

ODRC may reject any Proposals or unsolicited Proposal amendments received after the deadline. ODRC will reject late Proposals regardless of the cause for the delay. Should a disagreement occur regarding delivery, the Offeror must provide evidence of delivery date and time.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

ODRC may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. ODRC may also reject any Proposal 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, Proposal responses will not be available for public viewing until after the contract has been officially awarded. Offerors may not contact ODRC staff, other contractors or any other member of the State to discuss their Proposal or to discuss any of the other responses to the RFP. Offerors who attempt to make such contacts may be deemed not responsive.

All Proposals and other submitted material will become the property of ODRC and will not be returned. The Offeror should not include proprietary information in a Proposal because 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 ODRC awards the Contract.

ODRC will retain all Proposals 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, ODRC may return, destroy, or otherwise dispose of the Proposals and copies.

E. Waiver of Defects

ODRC maintains the right to waive any defects in any Proposal or in the Offeror's submission process. ODRC will only waive immaterial defects if it believes that is in the ODRC's interest.

F. Proposal Instructions

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

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

The requirements for the Proposal’s contents and formatting are contained in PART FOUR, Scope of Work and Response Requirements of this RFP.

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. ODRC 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.

PART TWO: RFP TIMEFRAME REQUIREMENTS

II. RFP TIMEFRAME REQUIREMENTS

The RFP proposal schedule is below. ODRC may change this schedule at anytime. If ODRC changes the schedule before the Proposal due date, ODRC will amend this RFP and Offerors are responsible for watching the State Procurement website identified in Part One: General Instructions, B. Inquiries/Clarifications for such amendment. Once ODRC awards the Contract, the Contractor must negotiate any subsequent schedule changes.

A. Firm Dates

| | |
|------------------------------------|--|
| RFP Issued: | OCT 31, 2019 |
| Inquiry Period Begins: | OCT 31, 2019 |
| Site Visit Reservation, mandatory: | NOV 13, 2019, 1:00 PM to 2:00 PM |
| Inquiry Period Ends: | NOV 19, 2019 |
| Proposal Due Date: | NOV 26, 2019 at 3:00 PM Eastern Standard Time |
| Selection of Proposed Contractor | DEC 10, 2019 |
| Work Begins: | JAN 2, 2020 |

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

B. Amendments to Proposals

Amendments or withdrawals of Proposals are allowed until 3:00 PM Eastern Standard Time, on the state Proposal Due Date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

C. Proposal Deadline and Requirement

Each Offeror must submit four (4) complete, sealed, and signed copies of its Proposal, with the outside of each envelope clearly marked as:

“DRCP-20-2912 ABC Prison Nursery RFP”

The term of this contract is from 1/2/2020 through 6/30/2021 with two optional two-year renewals by mutual agreement.

Offerors should refer to PART FOUR: Scope of Work and Response Requirements for a complete listing of requirements for services.

PART THREE: SITE VISIT

III. SITE VISIT

A site visit is mandatory at the designated institution(s) as scheduled with the institution's Project Representative.

NOV 13, 2019, 1:00 PM to 2:00 PM

Please call **937-553-5345** OR email Kenneth.Moon@odrc.state.oh.us

NOTIFY representative as a gate pass is required.

In accordance with ODRC policy, no knives, firearms, cameras/photo equipment, recording devices, cell phones, tobacco products, computers and/or pagers will be allowed in the ODRC institution.

To allow time for security to arrange for visitation passes, names of all visitors must be disclosed at the time of visit scheduling. ODRC will not admit visitors whose names do not appear on the site visit list. **Visitors must have a driver's license or photo ID to enter the institution.** All site visits must be scheduled at a time agreeable to the institution(s), but no later than the date referenced in Part Two, II. A.

Directions to the Institution

Ohio Reformatory for Women (ORW)
1479 Collins Avenue
Marysville, OH 43040
937-642-1065

From Columbus: Take I-71 North to I-270 West. Take US 33 West (Exit 17B) through Marysville. Take the US 36 West exit towards OH Route 4 South/Urbana/245/Springfield. Keep left at the fork in the ramp. Turn left, at first road on left, which is Collins Avenue. Take first long drive; go right (do not go to guard shack); go right, follow to parking lot and entrance building.

Participants shall not attempt to recruit employees of any current service provider during the visit and are not to interact with any of the current contractor's staff. Questions should be held until after the tour of the facility. At the post-tour meeting, ODRC will answer questions. Questions raised during this time that might potentially change the scope of this RFP must be asked as set forth in Part One, I. B. and will be posted to the website and may become an addendum to the bid. Potential Offerors are not to question institution personnel or any current contractor.

PART FOUR: SCOPE OF SERVICES AND RESPONSE REQUIREMENTS

IV. SCOPE OF SERVICES

It will be the Contractor's obligation to ensure that the staff the Contractor provides to fulfill the Contract is qualified to perform the services requested by this RFP.

This RFP is to solicit proposals for the requested services to the ODRC at the institution(s) indicated. The Contractor will be an Ohio licensed physician, board certified in pediatrics to provide on-site physician care and clinical oversight for the infants (newborn through 36 months of age) residing with their mothers at the Ohio Reformatory for Women. The successful proposal 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.

It is the intent of the ODRC to acquire a complete and operational program for these requested services. The Contractor's proposal shall include any incidental items omitted from these specifications in order to deliver a working program and be in compliance with the specifications and requirements of this RFP. The Contractor's proposed service program, curriculum, staff and supplies must be fully identified, described and documented within the Proposal. **All staff, supplies, materials, and other required components of this RFP must be included in the not to exceed firm, fixed, total costs as set forth in Attachment Four.**

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 Rehabilitation and Correction and all federal, state, and local laws.

The Contractor will schedule service times with the appropriate ODRC institution program administrative staff within hours that inmates are available as dictated by count, meal, movement schedules, and support staff availability.

Proposal Format

Each Proposal must include sufficient data to allow the evaluation team to verify the total cost for the Contractor to provide services and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response, if a detailed plan has been requested, and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following, in this order and must be typed:

1. Cover Letter;
2. Letter of commitment to provide the service from any and all proposed employees and/or sub-contractors;
3. Offeror Profile Summary, Attachment Two;
4. Service Provider Summary;
5. Work Plan:
 - A. Scope of Work;
 - B. Potential Problem Areas;
6. Completed Declaration Statements, Attachment Three;
7. Proof of Workers' Compensation Insurance;
8. Payment Address;
9. Cost Summary, Attachment Four;
10. Completed W-9 IRS Form;
11. Signed Copy of Service Contract, Attachment One;
12. Proposed Schedule of Services, Attachment Five;

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 as requested in this RFP. All services must comply with ACA Standards, any relevant licensure laws and related ODRC policies and protocols. The letter must also include the following:

Minimum Required Response:

- a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. The name, address, telephone number, and fax number of a project representative who has authority to answer questions regarding the Proposal;
- c. A list of all sub-contractors, if any, that the Offeror will use to provide services;
- d. A statement that the Offeror's Proposal meets all the requirements of this RFP.
- e. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under ORC 9.24, prior to the award of a Contract arising out of this RFP, without notifying ODRC of such finding.

2. **Letter of Commitment from employees and/or sub-contractors.** For each proposed employee and/or sub-contractor, the Offeror must attach a letter from each of them, signed by them or someone authorized to legally bind them, and must include the following information:

Minimum Required Response:

- a. The sub-contractor's legal status, federal tax identification number, and principal place of business address;
- b. The name, address, and phone number of someone who is authorized to legally bind them to contractual obligations;
- c. A description of the services that the person will provide;
- d. A statement that the Offeror is solely responsible for any payments made to them;
- e. A commitment to provide services at the specified site if the Offeror is selected;

- f. A non-discrimination statement;
- g. Information on any previous project partnering between the two organizations; and
- h. A statement that they have read and understood the RFP and will comply with the requirements of the RFP.

- 3. Offeror Profile Summary.** Using the form provided in Attachment Two, the Offeror must provide a history of all contracts, for which the Offeror is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP. Information provided includes: Company name and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this RFP. Attachment Two may be reproduced as needed to respond to the mandatory requirements and desirable requirements as stated in this RFP.
- 4. Service Provider Summary:** Offeror must provide adequate and qualified personnel to provide the services listed in this RFP. The Offeror's proposed staffing plan is to include the most efficient mix of both numbers of service providers and experience and/or licensure level of providers required to comply with the purpose and intent of this RFP. Each of the Offeror's proposed candidates must meet all of the applicable technical experience. The Contractor must engage only licensed and qualified personnel to provide professional coverage.

At a minimum, the Offeror must name the following:

The Offeror must designate one qualified, responsible service provider who will act as the contractor's point-of-contact for this contract. The Offeror must provide the following documentation as part of their proposal:

- 1. A current resume or Curriculum Vitae for the proposed service provider. (Must include education, training, complete work history to include name of facility or organization, complete mailing address, name of an administrator or supervisor and a correct telephone number and an explanation of any gaps in employment.)
- 2. A copy of current applicable licensure of the proposed service provider.
- 3. A copy of any other relevant certificates of education, training etc.

Should this Project require additional providers, the Offeror may, but is not required to identify candidates by name for other positions at the time of proposal submission. Each candidate proposed by the Contractor at any time during the term of this contract and any subsequent renewals must meet all of the applicable technical experience. The resume, Curriculum Vitae, or other documentation of the credentials for each candidate who will perform work under this contract are to be included in the proposal. This shall include the following items:

- 1. Name of candidate
- 2. Description of job duties for which the candidate is being proposed;
- 3. Copies of current licenses held by the candidate that reflects the requirements of the RFP and qualifications of the candidate to those RFP requirements;
- 4. Education and training for each candidate, as applicable.

Note: For each proposed subcontractor and/or independent contractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor in accordance with the requirements stated under the cover letter section of this attachment.

Replacement Personnel: The Offeror is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. The final Contractor will not remove or replace proposed candidates from the Work without providing written notice to the ODRC.

ODRC may reject any proposal if an Offeror's candidate does not meet the minimum requirements for the position that the Offeror proposed the candidate to fill. Each candidate proposed by the Contractor at any time during the term of this contract and any subsequent extensions, must meet all of the applicable technical experience.

The final Contractor must provide documentation to the ODRC as required by this RFP (i.e. current resume or CV, DEA certificate, applicable current Ohio licensure, etc.) before any candidate is approved to provide services within an ODRC institution. The final Contractor must notify ODRC immediately of any service provider who has any licensure problems and must stop provision of services immediately by any service provider who becomes unlicensed, professionally impaired or is criminally prosecuted during the term of this contract.

The qualifications of offeror personnel and/or subcontractors are material to the State's evaluation and subsequent award of the Contract. Any personnel and/or subcontractors identified in the Offeror's proposal will be considered the standard by which any subsequent replacement personnel and/or subcontractors will be evaluated. ODRC may determine that any proposed replacement candidates meet the minimum qualifications of this RFP and still

substantially reduce the value ODRC perceived it would receive through the work of the original individual(s) the Contractor proposed and, on whose credentials, ODRC decided to enter into a contract. Therefore, ODRC will have the right to reject any candidate that ODRC determines will provide diminished value.

The final Contractor will provide the institution with a resume, copy of licensure, certification or degree if applicable, a signed background investigation release statement, and written verification of successful completion of a drug screen test for any person recommended for placement at the institution at any time during the term of this contract and any subsequent extensions. The ODRC may request a drug screen test of any on-site provider that displays behaviors that indicate the use of drugs at any time during the term of this contract and any subsequent renewals. The cost of the drug screen test will be the responsibility of the Contractor. The drug screening must test for cocaine, amphetamines, PCP, THC (marijuana), and opiates. The institution will run computerized criminal history checks on each prospective service provider at no charge to the Contractor for the background investigation report. All Contractor's personnel and sub-contractors must pass background checks and comply with security regulations.

The final Contractor must show proof of current inoculations and/or screening tests for infectious diseases (e.g. Tuberculosis screening, Hepatitis B vaccinations, and any other inoculation or screening test as required by the Department) for each member of the Contractor's health care staff or other service providers as required by ODRC policy (both professional and clerical). The Contractor is required to update personnel files as necessary for the above.

The Offeror, its personnel and/or subcontractors are not employees of ODRC with regard to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code for state and federal tax law, state workers' compensation law, and state unemployment insurance law. The Offeror and subsequent Contractor accepts full responsibility for payment of all taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or deductions required for employees engaged by an Independent Contractor. ODRC shall not be liable for any taxes or premiums incurred by the Offeror and subsequent Contractor.

5. **Work Plan.** This section must fully describe the Offeror's approach, method and specific steps for providing services. The detailed proposal must present and explain the Offeror's recommended approach to the project, including method of delivery for the following:

ABC Prison Nursery (Achieving Baby Care Success)

Program Background: The Ohio Reformatory for Women (ORW) is a state correctional facility located in Marysville, Ohio. This institution houses an average of 2,291 (as of 5/2017) women of all security levels. The Ohio Department of Rehabilitation and Correction was given legislative permission to start a mother and infant program.

Pregnant offenders may apply to participate in the program at which time they will undergo an extensive background investigation for any previous child abuse or neglect or previous violent offenses, an extensive mental health screening and a medical evaluation. Program criteria includes:

- Pregnant women who have committed a non-violent 4th or 5th degree felony (F3 consideration – Warden Approval);
- No current or prior offenses of violence;
- No more than 36 months remaining on sentence *after* delivery of baby;
- Ohio Dept. of Job and Family Services (ODJFS) must approve mother's participation;
- Mother must pass medical & mental health screening; baby must pass medical screening;
- Mother cannot be receiving treatment for opiates addiction by means of Subutex or methadone upon admittance to ORW, including time of delivery.

If they meet the screening criteria they will be admitted to and volunteer the program. All babies are delivered at The Ohio State Medical Center. Any healthy baby delivered by an approved program participant mother will be discharged from OSU directly to ORW with their mother.

The mother and infant program is located in a separate housing unit from the general population. The program has several goals:

- Enables mother and infant to bond and develop an appropriate loving relationship;
- Requirement which stipulates that mothers must attend classes to complete a GED, if needed;
- All mothers must participate in many parenting and job skills courses;
- All mothers must complete a CPR certification.

The staff will assist each participant with transition back into their communities and provide linkages for all available assistance once released.

There is room in the housing unit for up to 24 mothers and infants with a childcare center adjacent to the housing unit to provide the infants with care while moms work and attend classes. Another goal of the program is to simulate "real life" situations as closely as this environment will allow. The infants will enter this program post discharge from the hospital after birth and will reside at the institution for the remainder of the mother's sentence which can be up to 36 months.

We can only estimate the need for on-site pediatric services. There is a clinical area adjacent to the housing unit where visits/care can take place. Basic pediatric equipment will be provided by the institution. The institution has some physician and nursing staff in another area that provides ambulatory care for the entire adult population in this institution.

If the Contractor requires nursing assistance the Contractor will need to provide their own assistant. It is up to the Contractor as to whether they would like to provide the recommended schedule of child vaccines and then in turn bill that service to Medicaid and third-party payers or to request that the Union County Health Department come in to provide that service. Currently, the local Health Department is providing and administering vaccines. The children participating in the program are not incarcerated and are not wards of the state and should be viewed as patients of your private practice.

A. Scope of Work

The Offeror must respond to and demonstrate an understanding of the project Scope of Work and the nature of each activity. The Offeror must make this description as complete and as detailed as possible. The Offeror must indicate the following details in its explanation:

1. Which services will be performed by the Contractor and which services will be performed by a subcontractor;
2. Which services will be performed on-site at the facility and which services will be performed off-site, if any, at another selected facility or site;

The sections to be described and/or specific statements to include are:

1. **Service Requirement:** An Ohio licensed physician, board certified in pediatrics to provide on-site physician care and clinical over site for the infants (newborn through 36 months of age) residing with their mothers at the Ohio Reformatory for Women. Clinic time must include patient/parent/staff education related to infant conditions and current pediatric topics.
2. **Service Requirement:** The Contractor must agree to provide the hands-on physician care whether provided on-site or at a mutually agreeable off-site location i.e., Physician office or hospital and to bill said services to Medicaid, other government funding sources and/or private third party payers.
3. **Service Requirement:** The Contractor agrees to accept Medicaid reimbursement as payment in full for services rendered for infants that have Medicaid coverage.
4. **Service Requirement:** The Contractor must be participating provider with Ohio Medicaid and will be responsible for obtaining a Medicaid PIN number for provision of services at this site.
5. **Service Requirement:** The Contractor must agree to be a contracted provider, or willing to execute single case agreements as applicable, with managed care plans (MCPs) contracted with Ohio Medicaid for the provision of services to MCP members.
6. **Service Requirement:** The Contractor must agree to provide screening examinations, as indicated by the most recent version of the document entitled "Recommendations for Preventative Pediatric Health Care," published by Bright Futures/American Academy of Pediatrics; and adhere to the provision of services outlined in Ohio Administrative Code rule 5160-14 (or Ohio Administrative Rules that establishes EPSDT), Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Services and Ohio Medicaid or MCP coverage requirements as applicable.
7. **Service Requirement:** The Contractor agrees to provide, direct and oversee all aspects of infant medical care including weekly on-site clinics.

8. **Service Requirement:** The Contractor agrees to provide direct clinical patient care which ensures that appropriate medical care is delivered to the infant patients in a timely manner.
9. **Service Requirement:** The Contractor must provide on-call, telephone consultation services (institution staff must be able to reach the physician by telephone or pager, for consultation and orders, seven days a week, 24 hours per day) in addition to the on-site services. These on-call services will be compensated by DRC as a service not covered by Medicaid or third-party payers.
10. **Service Requirement:** The Contractor must attend meeting and training sessions as required by the institution and/or ODRC.
11. **Service Requirement:** The Contractor must walk between various locations on the grounds to provide medical care where infants are housed.
12. **Service Requirement:** Although not required, the physician(s) may elect to begin care of the program infants at the time of delivery. If Contractor elects to begin providing care at OSU this service must be done for all program infants and only after approval by the ODRC Medical Director.
13. **Service Requirement:** The Contractor agrees to arrange actual clinic times for the provision of on-site services with the Unit Manager to provide adequate coverage as determined by institutional need and the availability of security and support staff.
14. **Service Requirement:** Medical services will be provided in manner consistent with clinically accepted standards.

B. Potential Problem Areas

The Offeror must identify and discuss any potential problem areas and recommend solutions for those identified problem areas.

C. Staffing Plan

The Offeror must provide a description of a staffing plan that demonstrates an understanding of the above-stated scope of work. Each of the Offeror's proposed candidates must meet all of the applicable technical experience.

A detailed discussion is mandatory and responses to the following questions must be integrated into the Staff Plan:

1. What are Offeror's plans for staff coverage in the event of a sudden staff vacancy?
2. How would Offeror cover vacancies due to vacation or extended illness?
3. Provide a schedule when services will be provided. (See Attachment 5.)

6. Declaration Statements. The Proposal response must include completed Attachment Three signed by an individual authorized to legally bind the Offeror.

7. Proof of Workers' Compensation Insurance. The Contractor must carry and show proof of current coverage for Workers' Compensation for all employees, subcontractors and independent contractors under this contract. The Contractor agrees and understands that ODRC shall not provide Workers' Compensation coverage for the contractor, employees of the contractor or any subcontractors. Sole proprietors and staffing agency companies are also subject to comply with all Workers' Compensation insurance requirements.

Minimum Required Response:

The Offeror must provide proof of Workers' Compensation coverage and must maintain coverage for the term of this contract and any subsequent renewals (a copy of a current certificate) for the following insurance policies:

- Workers' Compensation coverage, as required by Ohio law. This shall cover all employees of the Independent Contractor. Any service providers acting, as subcontractors must also show proof of current Workers' Compensation coverage.

All insurance policies must remain in effect during the term of this contract and any subsequent renewals. The Contractor must continue to provide proof of current coverage for each policy any time a previous certificate expires.

8. **Payment Address.** The Offeror must provide an address for contract payment in exchange for contract services.
9. **Cost Summary.** Using the form provided as Attachment Four, Offerors must indicate the cost in the form of a **monthly** comprehensive rate. Offerors may not reformat this form. Reformatting may result in the rejection of the Offeror's Proposal.

ODRC will not be liable for any costs the Offeror does not include in Attachment Four.

The successful Offeror will invoice for services on a mutually agreed upon schedule. The schedule is for the convenience of the contractor and represents lump sum payments from their fee for services rendered. Payment will be made within thirty days upon receipt of a proper, correct invoice and documentation of completion of work, in compliance with O.R.C. 126.30.

10. **W-9 Form.** The Offeror must complete a W-9 form in its entirety. At least one original W-9 form must be submitted, **completed in blue, not black, ink.** All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the cover letter, which Proposal is the original. The W-9 form may be accessed and downloaded at the following website:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

11. **Signed Copy of Service Contract.** The Offeror must complete the signature section of the Contract provided as Attachment One of this RFP and return the original with its proposal. **DO NOT FILL IN ANY OTHER SECTIONS OF THE CONTRACT FORM:**

Section A: Tax Identification Number, Name of Independent Contractor, Address

Section F: Signature of Independent Contractor, Print Name, Date

12. **Proposed Schedule of Services.** Using the supplied form, Attachment Five, identify a schedule when services will be provided.

PART FIVE: EVALUATION OF PROPOSALS AND CONTRACT AWARD

V. EVALUATION OF PROPOSALS AND CONTRACT AWARD

A. Rejection of Proposals

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

B. Evaluation of Proposals Generally

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

1. Initial Review
2. The Evaluation Team's Evaluation of the Proposals
3. Offeror's Performance History with Other Jurisdictions
4. Request for More Information (Interviews, Presentations, and/or Demonstrations)
5. Contract Negotiations

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

C. Clarifications & Corrections

During the evaluation process, the evaluation team 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 interests.

During the evaluation process, unless clarifying information is requested by ODRC as part of the evaluation process, any attempt on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror, to submit

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

D. Initial Review

The ODRC will review all Proposals for their format and completeness. The ODRC may reject any incomplete or incorrectly formatted Proposal, though they may also elect to waive any immaterial defects or allow an Offeror to submit a correction.

E. Team Review of the Proposals

Each member of the evaluation team will evaluate and numerically score each Proposal forwarded to it. The evaluation will be according to the criteria contained in PART SEVEN of the RFP. The evaluation team has a right to break these criteria into components and weight any components of a criterion according to their perceived importance. The evaluation team will then meet and review each Offeror's scores and come to an agreement on a consensus score.

The evaluation team may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other State personnel with technical or professional experience that relates to the scope of work or to a criterion in the evaluation process. The evaluation team may also seek reviews of end users of the scope of work or the advice or evaluations of other State teams that have subject matter expertise or an interest in the scope of work. In seeking such reviews, evaluations and advice, the evaluation team will first decide, in writing, how to incorporate the results in the numerical scoring of the Proposals. The evaluation team may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. Those Offerors submitting the highest rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the evaluation team's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase. At any time during this phase, the evaluation team may ask an Offeror to correct, revise, or clarify any portions of its Proposal.

The evaluation team will document all major decisions in writing and make these a part of the contract file along with the evaluation results for each Proposal considered.

Once the technical merits of a Proposal are considered, as described Part Five of this RFP, the costs of that Proposal will be considered. But it is within the evaluation team's discretion to wait to factor in a Proposal's costs until after any interviews, presentations and discussions are held. Also, before evaluating the technical merits of the Proposals, the evaluation team may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. The evaluation team may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The evaluation team will then divide the Offeror's total cost as set forth in Attachment Four for the relevant scope of work by the Proposal's totaled score based on the points received from the evaluation of the Proposal's technical merits. One or more of the Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposal(s) selected to be considered in the next phase would always be the highest-ranking Proposal(s) based on this analysis. That is, the evaluation team may not move a lower ranking Proposal to the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any Proposals that the evaluation team disqualifies because of excessive cost or other reasons. Alternatively, if there is to be no more phases because the evaluation team feels they are unnecessary or inappropriate, the Proposal with the lowest cost per point ratio will be awarded the Contract.

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

This RFP asks for responses and submissions from Offerors, most of which represent components of Part Seven: Proposal Evaluation Criteria. The value assigned to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

F. Offeror's Performance History with Other Jurisdictions

Offeror must provide a list of all contracts performed within the past five years, for which the Offeror is providing, or has provided under any previous corporate name or identity, similar services. Using the form provided as Attachment Two, Offeror Profile Summary, Offerors must identify three references from previous contracts of similar size and complexity to the scope of this RFP. A reference check questionnaire will be sent to the three references. If the Offeror has previous experience with ODRC, the ODRC will complete the questionnaire based on the Offeror's performance history. The ODRC questionnaire will count as one of the three required reference checks.

The evaluation team will consider an Offeror's past performance as a scored criterion in the evaluation process. The questionnaire point total will be used to determine the Contract Performance score in PART SEVEN of this RFP.

G. Interviews, Presentations and Demonstrations

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

The evaluation team will not numerically rank interviews, demonstrations, and presentations. Rather, the evaluation team may decide to revise existing Proposal evaluations based on the interviews, demonstrations and presentations.

H. Background Investigations

All contractor personnel must pass a background investigation conducted by ODRC as a requisite under this contract. ODRC will conduct a computerized check through a national database and with applicable Ohio licensing agencies. The cost of this investigation will not be the responsibility of the Offeror.

I. Financial Ability

The evaluation team may insist that an Offeror submit financial documents for the past three years if the evaluation team 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 team finds that the Offeror's financial ability is not adequate, they may reject the Bid despite its other merits.

J. Contract Negotiations

The final phase of the evaluation process may be contract negotiations. The evaluation team will schedule all negotiations. The selected Offeror(s) must negotiate in good faith. The evaluation team may conduct negotiations with any Offeror who submits a competitive Proposal, but the evaluation team may limit discussions to specific aspects of the RFP. Neither the Team, nor an Offeror, may disclose to another Offeror, its costs or any other material information derived from competing Proposals. The Offeror as described below will reduce any oral modification of a Proposal to writing.

It is entirely within the discretion of the evaluation team whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The evaluation team is free to limit negotiations to particular aspects of any Proposal, to limit the potential contractors with whom the evaluation team wants to negotiate, or to dispense with negotiations entirely. The evaluation team will normally negotiate to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, the evaluation team may negotiate with the next Offeror in ranking. Alternatively, the team may decide that it is in the interests of ODRC to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining potential contractors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of ODRC to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the Evaluation Team will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

ODRC may disqualify from consideration any Offeror that seeks to gain access to the contents of another Offeror's Proposal.

Any negotiated changes will be reduced to writing and become part of the contract file open to public inspection. The Offeror will submit a signed, written notice of change to the evaluation team within five business days. If the

evaluation team accepts the change, the team will give the Offeror written notice of the team's acceptance. The negotiated changes to the successful Proposal will become a part of the Contract.

K. 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.

L. Contract Award

The contract will be awarded to the Offeror whose Proposal is the lowest cost per point ratio to the ODRC. ODRC plans to award the Contract no later than the date specified in PART TWO of this RFP, if ODRC decides the Contract is in its best interests and has not changed the award date. If the total cost of the contract is \$50,000 or more, or if this contract combined with any other contract(s) that the contractor holds with ODRC will total \$50,000 or more for the term of the contract, the contract will need the approval of the Ohio Controlling Board, and any announcement of award is contingent upon that approval.

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

ODRC expects the Contractor to commence the work on the Work Begins date specified in PART TWO of this RFP and ODRC will issue a purchase order under the contract.

M. Contract

If this RFP results in a Contract award, the Contract will include this RFP, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. These contract elements will be attached and incorporated into the standard ODRC Service Contract (see Attachment One). The Contract may also include any materials incorporated by reference in the above documents. The general terms and conditions for the Contract are contained in the Service Contract attachment to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. This RFP, as addended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's Proposal, as amended; and
4. The documents and materials incorporated by reference 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

**ABC Prison Nursery (Achieving Baby Care Success)
OHIO REFORMATORY FOR WOMEN**

Proposal Evaluation Criteria. In the Proposal evaluation phase, the evaluation team will rate the Proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

| Criteria | Weight | Does Not Meet | Meets | Score |
|--|--------|---------------|-------|-------|
| 1. Cover Letter | 1 | 0 | 2 | |
| 2. Letter of Commitment from employees, subcontractors and/or independent contractor | 1 | 0 | 2 | |
| 3. Offeror Profile Summary, Attachment Two | 1 | 0 | 2 | |
| 4. Service Provider Summary | 1 | 0 | 2 | |
| 5. Completed Declaration Statements, Attachment Three | 1 | 0 | 2 | |
| 6. Proof of Workers' Compensation Coverage | 1 | 0 | 2 | |
| 7. Payment Address | 1 | 0 | 2 | |
| 8. Cost Summary, Attachment Four | 1 | 0 | 2 | |
| 9. W-9 Form | 1 | 0 | 2 | |
| 10. Signed Copy of Contract, Attachment One | 1 | 0 | 2 | |

WORK PLAN

| Criteria | Weight | Does Not Meet | Meets | Exceeds | Score |
|--|--------|---------------|-------|---------|-------|
| 1. An Ohio licensed physician, board certified in pediatrics to provide on-site physician care and clinical over site for the infants (newborn through 36 months of age) residing with their mothers at the Ohio Reformatory for Women. Clinic time must include patient/parent/staff education related to infant conditions and current pediatric topics. | 3 | 0 | 5 | 7 | |
| 2. The Contractor must agree to provide the hands on physician care whether provided on-site or at a mutually agreeable off site location i.e. Physician office or hospital and to bill said services to Medicaid, other government funding sources and/or private third party payers. | 3 | 0 | 5 | 7 | |
| 3. The Contractor agrees to accept Medicaid reimbursement as payment in full for services rendered for infants that have Medicaid coverage. | 3 | 0 | 5 | 7 | |
| 4. The Contractor must be participating provider with Ohio Medicaid and will be responsible for obtaining a Medicaid PIN number for provision of services at this site. | 3 | 0 | 5 | 7 | |
| 5. The Contractor must agree to be a contracted provider, or willing to execute single case agreements as applicable, with managed care plans (MCPs) contracted with Ohio Medicaid for the provision of services to MCP members. | 3 | 0 | 5 | 7 | |

| Criteria | Weight | Does Not Meet | Meets | Exceeds | Score |
|---|--------|---------------|-------|---------|-------|
| 6. The Contractor must agree to provide screening examinations, as indicated by the most recent version of the document entitled "Recommendations for Preventative Pediatric Health Care," published by Bright Futures/American Academy of Pediatrics; and adhere to the provision of services outlined in Ohio Administrative Code rule 5160-14 (or Ohio Administrative Rules that establishes EPSDT), Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Services and Ohio Medicaid or MCP coverage requirements as applicable. | 3 | 0 | 5 | 7 | |
| 7. The Contractor agrees to provide, direct and oversee all aspects of infant medical care including weekly on-site clinics | 3 | 0 | 5 | 7 | |
| 8. The Contractor agrees to provide direct clinical patient care which ensures that appropriate medical care is delivered to the infant patients in a timely manner. | 2 | 0 | 5 | 7 | |
| 9. The Contractor must provide on-call, telephone consultation services (institution staff must be able to reach the physician by telephone or pager, for consultation and orders, seven days a week, 24 hours per day) in addition to the on-site services. These on-call services will be compensated by ODRC as a service not covered by Medicaid or third-party payers. | 3 | 0 | 5 | 7 | |
| 10. The Contractor must attend meeting and training sessions as required by the institution and/or ODRC. | 3 | 0 | 5 | 7 | |
| 11. The Contractor must walk between various locations on the grounds to provide medical care where infants are housed. | 3 | 0 | 5 | 7 | |
| 12. Although not required, if pediatrician(s) have staff privileges at The Ohio State University Medical Center the physician(s) may elect to begin care of the program infants at the time of delivery. If Contractor elects to begin providing care at OSU this service must be done for all program infants and only after approval by the ODRC Medical Director. | 3 | 0 | 5 | 7 | |

| Criteria | Weight | Does Not Meet | Meets | Exceeds | Score |
|--|--------|---------------|-------|---------|-------|
| 13. The Contractor agrees to arrange actual clinic times for the provision of on-site services with the Health Care Administrator to provide adequate coverage as determined by institutional need and the availability of security and support staff. | 3 | 0 | 5 | 7 | |
| 14. Medical services will be provided in manner consistent with clinically accepted standards. | 2 | 0 | 5 | 7 | |

POTENTIAL PROBLEM AREAS

| Criteria | Weight | Does Not Meet | Meets | Exceeds | Score |
|--|--------|---------------|-------|---------|-------|
| Potential problem areas or obstacles to the provision of services discussed. If any issues are identified, potential solutions should be proposed. | 2 | 0 | 5 | 7 | |

STAFFING PLAN

| Criteria | Weight | Does Not Meet | Meets | Exceeds | Score |
|---|--------|---------------|-------|---------|-------|
| Sample schedule of proposed on-site service times (days per week/hours per day). (Attachment 5) | 2 | 0 | 5 | 7 | |

CONTRACTOR’S MANDATORY REQUIREMENTS

| Criteria | Weight | Does Not Meet | Meets | Exceeds | Score |
|--|--------|---------------|-------|---------|-------|
| 1. Twenty-four months documented experience in providing pediatric care to an infant population. | 2 | 0 | 5 | 7 | |
| 2. Twenty-four months documented experience with billing physician services to government programs and private third-party payers. | 2 | 0 | 5 | 7 | |

PERSONNEL MANDATORY REQUIREMENTS

| Criteria | Weight | Does Not Meet | Meets | Exceeds | Score |
|--|--------|---------------|-------|---------|-------|
| 1. Board Certified Pediatrician. | 3 | 0 | 5 | 7 | |
| 2. Twenty-four months documented experience in providing direct, clinical pediatric patient care in the last 3 years. | 2 | 0 | 5 | 7 | |
| 3. Documented participating provider in the Ohio Medicaid program. | 2 | 0 | 5 | 7 | |
| 4. Agreement to provide face to face patient care, to bill for such services and to accept Medicaid as payment in full. | 2 | 0 | 5 | 7 | |
| 5. Current Ohio Medical Board Licensure. | 3 | 0 | 5 | 7 | |
| 6. No history of significant reports with the Ohio Medical Board or the National Practitioners Data Base or pending actions against licensure. | 3 | 0 | 5 | 7 | |

PERSONNEL DESIRABLE REQUIREMENTS

| Criteria | Weight | Does Not Meet | Meets | Exceeds | Score |
|--|---------------|----------------------|--------------|----------------|--------------|
| 1. Documentation of Staff Privileges at The Ohio State University Hospitals. | 2 | 0 | 5 | 7 | |
| 2. Documentation of additional advanced training in Pediatrics. | 2 | 0 | 5 | 7 | |
| 3. Experience in working with low income and/or underserved populations. | 1 | 0 | 5 | 7 | |
| 4. Physician and/or physician's practice is a certified patient centered medical home. | 2 | 0 | 5 | 7 | |

Evaluation of Offeror's Performance History with Other Jurisdictions. Offeror's must provide a list of three (3) contracts, past or current, for which the Offeror is providing, or has provided under any previous corporate name or identity, similar services in accordance with Attachment Two. The committee may contact these references for any Offeror that has successfully passed the initial review phase. The evaluation committee will obtain information deemed critical to not only the successful operation and management of the medical health services of the institution, but also to the working relationship between the Department and a Contractor.

SECTION IV: TERMS AND CONDITIONS

A. INSTITUTIONAL SECURITY REQUIREMENTS. Due to institutional security requirements, available hours to perform services or render supplies may be limited. The Contractor and Agency staff will negotiate a mutually agreeable schedule to provide services/render supplies. The Contractor recognizes the security requirements for entering a correctional institution and acknowledges receipt of the "Standards of Conduct for Contractors". By signing this Contract, the Contractor agrees to comply with these standards and with safety rules and procedures.

B. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the Agency or the State of Ohio. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the Agency or the State of Ohio to any public employee retirement system.

Contractor acknowledges and agrees any individual providing services or rendering supplies under this Contract is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services or rendering supplies under the Contract complete and submit to the Ordering Agency the Independent Contractor/Worker Acknowledgement form.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this Contract, shall serve as Contractor's certification that Contractor is a "Business entity" as the term is defined in Section 145.037 of the Ohio Revised Code.

C. CONTRACTOR TRAINING: If applicable, Agency shall provide Contractor the necessary orientation and a copy of the relevant Agency's policies and procedures by which Contractor is expected to abide while on Agency premises.

D. APPROPRIATION OF FUNDS. The Agency's funds and validity of this Contract are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the Agency under this Contract, the Agency will be released from its obligations on the date funding expires. If appropriations are approved, the Agency may continue this Contract past the current biennium by issuing written notice of continuation to the Contractor. Any obligations of the Agency are subject to Section 126.07 of the Ohio Revised Code.

E. CONFLICT OF INTEREST/ETHICS. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

F. AMENDMENTS. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. Notwithstanding the foregoing, the Agency may reduce nonmaterial changes to writing and provide notice to the Contractor.

G. WAIVER. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

H. COMPLIANCE WITH LAW. The Contractor must comply throughout the duration of the Contract with all applicable federal, state, local laws and Executive Orders while performing under this Contract. This shall include maintaining all business permits and licenses of any kind necessary to its business or to this contract. Contractor's failure to maintain required licensure is a breach of Contract.

I. REGISTRATION WITH THE SECRETARY OF STATE. Contractor certifies that it is either: 1. A company that is properly registered with the Ohio Secretary of State; or 2. A foreign corporation not incorporated under the laws of the State of Ohio but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or c. Exempt from registration requirements of the Ohio Secretary of State.

J. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Ohio Revised Code and all related Executive Orders. Before a Contract can be awarded or renewed, an Affirmative Action Plan must be submitted to and approved by the Ohio Department of Administrative Services, Equal Opportunity Division.

K. RIGHTS IN DATA. 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. Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

L. INVOICE REQUIREMENTS. The Contractor or dealer, authorized to submit invoices, must submit an original invoice to the office designated in the purchase order. The Contractor will only be compensated for the Deliverables accepted by the Agency. To be a proper invoice,

the invoice must include the following: 1. The purchase order number authorizing the delivery of supplies or services; 2. Agency Contract Number (if used); 3. Agency Name; 4. Agency Billing Address; 5. Delivery location of supplies or services; 6. Contractor Name; 7. Contractor Address; 8. Contractor's Unique Invoice Number; 9. Date that services were provided or that supplies were delivered; 10. Itemization of supplies or services provided, including cost; 11. For leases, the invoice must also include the payment number (e.g., 1 of 36); 12. For time and material Contracts, the invoice must reflect labor hours actually worked and, if applicable, supplies used; and; 13. Clear statement of total payment expected.

M. PAYMENT DUE DATE AND PROCESS. In accordance with Section 126.30 of the Ohio Revised Code payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date payment is issued by the Agency will be considered the date payment is made. Payment of an invoice by the Agency will not prejudice the Agency's right to object to or question that or any other invoice or matter in relation thereto. The Agency's preferred method of payment is by electronic funds transfer. However, the Ordering Agency may also make payment by State of Ohio payment card or by warrant issued by the Auditor of State. At the time of Contract award, Contractor must be able to accept all forms of payment from the State and Agency.

N. GENERAL REPRESENTATIONS AND WARRANTIES. The Contractor warrants that: 1. The recommendations, guidance, and performance of the Contractor under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract and without any material defect. 2. No Deliverable will infringe on the intellectual property rights of any third party. 3. All warranties are in accordance with the Contractor's standard business practices. 4. The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings. 5. The Deliverables comply with all governmental, environmental and safety standards. 6. The Contractor has the right to enter into this Contract. 7. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract. 8. The Contractor will observe and abide by all applicable laws and regulations, including those of the Agency regarding conduct on any premises under the State of Ohio's control.

9. The Contractor has good and marketable title to any Deliverable delivered under this Contract for which title passes to the Agency. 10. The Contractor has the right and ability to grant the license granted in any Deliverable for which title does not pass to the Agency. If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure in a commercially reasonable time or as specified in the Contract. If the Contractor fails to comply, the Contractor will refund the amount paid for the Deliverable. The Contractor will also indemnify the Agency and the State of Ohio for any direct damages and claims by third parties based on breach of these warranties. Any other express warranties offered by the Contractor shall be a minimum of one year or the Contractor's standard warranty whichever is longer.

O. INDEMNITY. The Contractor shall indemnify the Agency for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities including, but not limited to, bodily injury to any person (including injury resulting in death) or damage to property, that may arise out of, or are related to, the Contractor's performance under this Contract, providing such is due to the negligence or other tortious conduct of the Contractor, the Contractor's employees, agents, or subcontractors. The Contractor must also indemnify the Agency against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on the Agency's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the Agency has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must take one (1) of the following four (4) actions: 1. Modify the Deliverable so that the Deliverable is no longer infringing; 2. Replace the Deliverable with an equivalent or better item; 3. Acquire the right for the Agency to use the infringing Deliverable as intended; or 4. Remove the infringing Deliverable and refund the fee the Agency paid for such Deliverable and any other affected Deliverable.

The Agency agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the Ohio Attorney General.

P. CONTRACT REMEDIES. 1. Actual Damages. The Contractor is liable to the Agency for all actual and direct damages caused by the Contractor's default. The Agency may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Contractor. The Agency may recover the costs associated with acquiring substitute Deliverables, less any expenses or costs avoided by the Contractor's default; 2. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the Agency may recover liquidated damages. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the default, for every day that the default is not cured by the Contractor; 3. Deduction of Damages from Contract Price. The Agency may withhold payment and deduct all or any part of the damages resulting from the Contractor's default from any part of the Contractor's compensation still due on the Contract; 4. Suspension of Contracting Rights. Any Contractor that fails to perform on a contract may be held liable for damages incurred by Agency. In addition, a Contractor who breaches a contract or fails to perform on a contract may be precluded from being awarded any subsequent contract for the same or similar service for up to two (2) years after the termination of this contract, for cause, by Agency; 5. Limitation of Liability. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this Contract, the parties agree as follows: (a) Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages. (b) The Contractor further agrees that the Contractor shall be liable for all direct damages due to the fault or negligence of the Contractor.

Q. WORKERS' COMPENSATION. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done, shall be maintained. Contractor shall furnish proof of coverage by providing a copy of their Ohio Bureau of Workers' Compensation certificate. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.

R. AUTOMOBILE AND GENERAL LIABILITY INSURANCE. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the Ohio Department of Rehabilitation as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement 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 Agency reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

S. TAXES. Pursuant to Section 5739.02 of the Ohio Revised Code, the Agency is exempt from sales tax.

T. TRAVEL. Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The Agency will pay for any additional travel that it requests only with prior written approval. The Agency will pay for all additional travel expenses that it requests in accordance with Section 126.31 of the Ohio Revised Code and Rule 126-1-02 of the Ohio Administrative Code.

U. CONFIDENTIALITY. The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by the Contractor as a result of this Contract, without the written permission of the Agency. The Contractor must assume that all Agency information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Contractor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements.

V. FORCE MAJEURE. 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. 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. In order to exercise this clause, the party must provide prompt written notice of the alleged event and detail the proposed remedy or revised performance date.

W. DRUG FREE WORKPLACE. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on Agency property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

X. ELECTIONS LAW. Unless this Contract was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Contractor hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.

Y. ASSIGNMENT / DELEGATION. The Contractor must not assign any of its rights nor delegate any of its duties under this Contract without written consent of the Agency. Any assignment or delegation not consented to may be deemed void by the Agency.

Z. SEVERABILITY. If any provision of the Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.

AA. SUBCONTRACTING. The Agency recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. The Contractor may not enter into subcontracts related to the Contract after award without written approval from the Agency. If any change occurs during the term of the Contract, that requires a change to identified subcontractors, the Contractor shall amend its list of subcontractors and request written approval from the Agency. The Agency reserves the right to reject any subcontractor submitted by the Contractor.

All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all sub-contracting and third-party manufacturer work performed under the Contract. In addition, all subcontractors agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Contractor will be the sole point of contact with regard to all contractual matters.

BB. SURVIVORSHIP. All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, warranties and limitations on damages shall survive the termination of this Contract.

CC. GOVERNING LAW. This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.

DD. NOTICES. For any notice under this Contract to be effective the notice must be made in writing and delivered to the appropriate contact provided in the Contract.

EE. CONTRACTOR’S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY AND DEBARMENT. The Contractor warrants that it is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code or debarred from consideration for contract awards by any governmental agency. If either warranty is false on the date the parties signed this Contract, the Contract is void ab initio and the Contractor shall immediately repay any funds paid under this Contract.

FF. ORDER OF PRIORITY. Unless otherwise stated elsewhere in this Contract, if there is any inconsistency or conflict between this Contract and any provision incorporated by reference by the Contractor or any exhibit hereto, this Contract shall prevail.

GG. PUBLIC RECORDS AND RETENTION OF DOCUMENTS AND INFORMATION. The Contractor acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Contract, as well as any information, Deliverables, records, reports, and financial records related to this Contract are presumptively deemed public records. The Contractor understands that these records will be made freely available to the public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure. The Contractor must comply with any direction from the Agency or the State of Ohio to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

HH. DATA AND IT SAFETY & SECURITY. When using or possessing Agency data or accessing Agency networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable Agency rules, policies, and regulations regarding Agency-provided IT resources, data security and integrity. When on any property owned or controlled by the Agency, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

II. 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.

JJ. BACKGROUND CHECKS. A Background check (LEADS) shall be completed on any individual contractor and may be conducted on anyone coming into a correctional facility to provide supplies or 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.

KK. EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES. The Contractor affirms it has read, understands, and agrees to abide by Executive Order 2019-12D and affirms no services pursuant to this Contract will be provided from outside of the United States to include services of subcontractors in performance of this Contract. Notwithstanding any other terms of this Contract, the Agency reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The Agency does not waive any other rights and remedies provided the Agency in the Contract. During the performance of this Contract, the Contractor agrees to: 1. disclose the location(s) where all services will be performed by any contractor or subcontractor; 2. disclose the locations(s) where any Agency data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored; 3. disclose any shift in the location of any services being provided by the contractor or any subcontractor; and 4. disclose the principal location of business for the contractor and all subcontractors who are supplying services to the Agency under the Contract.

SECTION V: TERMINATION

A. This Contract may be terminated before its expiration date in any of the following manners: 1. by the parties upon mutual written agreement; 2. by Agency with 30-day written notice without cause; 3. by either party with written notice of performance failure; or 4. by Agency without notice if the Contractor, subcontractor and/or any individuals employed by the Contractor violates the law or otherwise compromises the security and safety of the work site.

The Agency, 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 Agency may buy substitute services/supplies from a third party and recover from the Contractor any costs associated with acquiring those substitute services/supplies.

B. Notwithstanding the Agency permitting a period of time to cure the breach or the Contractor’s cure of the breach, the Agency does not waive any of its rights and remedies provided the Agency in this Contract, costs associated with corrective action, or liquidated damages.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the dates indicated below.

INDEPENDENT CONTRACTOR:

| | | |
|--------------------------------------|----------------|------|
| Signature of Independent Contractor: | Position/Title | Date |
|--------------------------------------|----------------|------|

AGENCY:

| | |
|--|------|
| (If \$2,500.00 or greater) Director, Ohio Department of Rehabilitation and Correction: | Date |
|--|------|



MIKE DEWINE
GOVERNOR
STATE OF OHIO

Executive Order 2019-12D

Governing the Expenditure of Public Funds for Offshore Services

WHEREAS, the retention and creation of jobs in the State of Ohio is fundamental to the future prosperity of all Ohioans; and

WHEREAS, the use of public funds for services provided outside the United States potentially undermines economic development; and

WHEREAS, it shall be the policy of my Administration to prohibit the expenditure of public funds for services provided outside the United States;

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

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

3. Disclose the 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.
 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the State under the proposed contracts
- b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of the Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any State or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts to attract jobs and business to Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

I signed this Executive Order on March 4, 2019 in Columbus, Ohio and it will expire ten (10) calendar days after my last day as Governor of Ohio unless rescinded before then.



Mike DeWine, Governor

ATTEST:

Frank LaRose, Secretary of State



ATTACHMENT TWO: OFFEROR PROFILE SUMMARY

CANDIDATE: (Insert company name) _____

| | | |
|---|--|---------------------------------------|
| 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

ABC Prison Nursery (Achieving Baby Care Success at ORW)

Failure to complete, and return with the Proposal, this declaration attachment may deem your Proposal non-responsive

Ohio Elections Law Information: (See Attachment One, Article XVI)

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 Proposal 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 Proposal 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 Proposal 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: (See Attachment One, Article X)

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.

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.

STATEMENT OF COMPLIANCE

The Offeror will provide services that comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODRC security policies, Standard Operating Procedures and Protocols of the Office of Correctional Healthcare, and ODRC Management Audit Standards and ACA Standards

pertaining to the healthcare services specified in this RFQ as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted.

DECLARATION STATEMENTS (Continued)

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/BusinessCertification/AffirmativeActionProgramVerification.aspx>

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

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:

List names of subcontractors who will be performing work under the Contract.

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By the signature affixed to this Attachment, Offeror hereby certifies that the above information is true and accurate.

The Offeror 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 ODRC. Any attempt by the Offeror/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 ODRC, will be deemed as a default. If a default should occur, ODRC 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 Department of Rehabilitation and Correction; and, that this contract does not constitute any joint employment relationship between (insert Company name, and its representatives and the Department of Rehabilitation and Correction, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

_____ (Company) agrees to above:

DECLARATION STATEMENTS (Continued)

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

| 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 ever been suspended with the date(s) and explanation(s). |
| | The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Proposal 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 (20%) interest or greater in the Proposal 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 Offeror must include a statement indicating whether the Offeror, or any people that may work on the project through the Offeror, 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 Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Proposal from consideration, such an answer or statement and a review of the background details may result in a rejection of the Offeror's Proposal, 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 Offeror'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 Proposal and have the authority to bind the Offeror to the aforementioned requirements.

Printed Name and Title: _____

Signature: _____

Organization: _____

Date: _____

ATTACHMENT FOUR: COST SUMMARY

**ABC Prison Nursery (Achieving Baby Care Success)
OHIO REFORMATORY FOR WOMEN**

The budgetary allocation for these services has been set at \$31,500.00 per year. Amount to be pro-rated effective January 2, 2020 through June 30, 2018.

* **NOTE** Offeror must designate ONE qualified, responsible service provider who will act as the contractor's point-of-contact for this contract. Failure to provide one qualified, responsible lead service provider may result in disqualification of the proposal.
Also,

My proposed firm fixed cost for all of the services included in this RFP for the time period of July 1, 2017 through June 30, 2019 is as follows: \$_____

| SERVICE | | COST PER MONTH | NUMBER OF MONTHS | TOTAL COST |
|--|------------------|----------------|------------------|------------|
| ABC Prison Nursery (Achieving Baby Care Success) | 1/2/20 – 6/30/20 | \$ | X 6 Months | |
| | 7/1/20 – 6/30/21 | \$ | X 12 Months | |

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

Printed Name: _____

Signature: _____

Title _____

Email: _____

Vendor/Tax ID No. _____

Organization: _____

Address: _____

City, state, zip code: _____

Phone/Fax: Phone: _____ Fax: _____

Date: _____

The successful Contractor will invoice for services on a mutually agreed upon schedule. Payment will be made within thirty (30) days upon receipt of proper invoice and documentation of completion of work, in compliance with ORC 126.30.

**ATTACHMENT FIVE: PROPOSED CONTRACTOR SCHEDULE FOR SERVICES
 ABC Prison Nursery (Achieving Baby Care Success)
 OHIO REFORMATORY FOR WOMEN**

| | SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|--------|---------|-----------|----------|--------|----------|
| WEEK 1 | | | | | | | |
| WEEK 2 | | | | | | | |
| WEEK 3 | | | | | | | |
| WEEK 4 | | | | | | | |
| WEEK 5 | | | | | | | |

CONTRACTOR SIGNATURE _____ DATE _____