

# **REQUEST FOR PROPOSALS**

**RFP NUMBER: DRC00404**  
**DATE ISSUED: July 18, 2008**

**The Ohio Department of Rehabilitation and Correction is requesting Bids for:**

**COMPREHENSIVE PHARMACY SERVICES  
HOCKING CORRECTIONAL FACILITY**

**INQUIRY PERIOD BEGINS: July 18, 2008**

**INQUIRY PERIOD ENDS: July 25, 2008**

**OPENING DATE: July 28, 2008**

**OPENING TIME: 3:00 PM Eastern Standard Time**

**OPENING LOCATION: Hocking Correctional Facility (HCF)  
16759 Snake Hollow Road  
Nelsonville, Ohio 45764**

**ATTN: Craig Rich, Business Administrator**

**This RFP consists of eight (8) Parts and five (5) Attachments. Please verify that you have a complete copy.**

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## Document Library

In addition to the contents of this RFP, the Ohio Department of Rehabilitation and Correction (ODRC) has a library of materials that have a bearing on the Project. The library contains materials that are relevant to the contract services, but are not practical to include as part of this RFP. The document library contains the following:

- ACA Standards for Adult Correctional Institutions, 4th edition and subsequent yearly Supplements;
- ODRC policies and protocols.
- Liquidated Damage sample calculation
- Fussel Stipulation
- Note: ODRC Policies and Procedures will be changed during the life of this contract to reflect changes per the Fussell Agreement

Materials in the document library will be available to all prospective potential Contractors for review by appointment only. ODRC will maintain the document library during the inquiry period. Prospective potential Contractors who wish to view the materials in the document library may schedule an appointment with the Document Library contact person named under contacts.

Appointments will be scheduled at mutually convenient times during normal business hours, 8:00 a.m.- 4:00 p.m., Monday through Friday. Department personnel will not be available to answer questions on the content of the RFP, content of documents in the document library, or technical questions regarding the contracted services during these appointments.

## 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 Bid process:

**Name:** Craig Rich, Business Administrator  
**Institution:** Hocking Correctional Facility  
**Address:** 16759 Snake Hollow Road  
Nelsonville, Ohio 45764  
**Phone:** 740-753-1917 Ext 238  
**Email:** craig.rich@odrc.state.oh.us

During the performance of the Contract, a Project Representative 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 Bid, the Bidder acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.**

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

#### B. Inquiries/Clarifications

Bidders may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Timeframe Requirements. To make an inquiry, Bidders must use the following process:

**Internet Inquiries.** Bidders may make inquiries regarding this RFP any time during the inquiry period listed in the Timeframe Requirements. To make an inquiry, Bidders must use the following process:

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

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

Bidders may view inquiries using the following process:

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

The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

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

Bidders who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with ODRC staff or any other agency of the State to discuss the bid may result in the bidder being deemed not responsive.

#### **C. Recruitment**

Bidders 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. Bidders who attempt to make such contacts may be deemed not responsive.

#### **D. Bid Deadline and Requirement**

Each Bidder must submit four complete, sealed, and signed copies of its Bid, with the outside of the envelope(s) clearly marked as indicated in PART TWO.

Acceptable delivery methods for submission of contractor Bids are U.S. Mail, any over night or express delivery service, courier or hand delivery. All Bids must be received at the submission address indicated within this RFP no later than 3 pm, Eastern Standard Time on the listed deadline date. No Bids will be accepted after the deadline.

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

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

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

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

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

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

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

**E. Waiver of Defects**

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

**F. Bid Instructions**

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

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

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

ODRC will not be liable for any costs incurred by any Bidder 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.

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## **PART TWO: RFP TIMEFRAME REQUIREMENTS**

### **II. RFP TIMEFRAME REQUIREMENTS**

#### **A. Firm Dates**

|                                        |                                                       |
|----------------------------------------|-------------------------------------------------------|
| RFP Issued:                            | July 18, 2008                                         |
| Inquiry Period Begins:                 | July 18, 2008                                         |
| Site Visit Reservation, no later than: |                                                       |
| Inquiry Period Ends:                   | July 25, 2008                                         |
| <b>Bid Due Date:</b>                   | <b>July 28, 2008 by 3:00 PM Eastern Standard Time</b> |
| Selection of Proposed Contractor:      | July 31, 2008                                         |
| Controlling Board Hearing:             | August 18, 2008                                       |
| Work Begins:                           | September 1, 2008                                     |

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

#### **B. Amendments to Bids**

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

#### **C. Bid Deadline and Requirement**

Each Bidder must submit four complete, sealed, and signed copies of its Bid, with the outside of each envelope clearly marked as:

#### **“COMPREHENSIVE PHARMACY SERVICES FOR HOCKING CORRECTIONAL FACILITY”**

**The term of this contract is from September 1, 2008 to June 30, 2009 with two optional two-year renewals by mutual agreement.**

**Requirements – One FTE equals 40 hours service per week**

**1 FTE Pharmacist Services – 40 hours per week**

**1 FTE Pharmacy Technicians – 40hours per week**

**Reconciliation of the staffing plan will be completed on a quarterly basis with an allowance of 95% of total FTE hours.**

**\*Note: Any changes to the contractor’s proposed staffing plan after the award of the bid must be approved by the HCF Health Care Administrator and ODRC Bureau of Medical Services, prior to implementing any staffing changes.**

## **PART THREE: SITE VISIT**

### **III. SITE VISIT**

A site visit is available at the designated institution(s) as scheduled with the Project Representative. In accordance with ODRC policy, no knives, firearms, cameras/photo equipment, recording devices, cell phones, computers and/or pagers will be allowed in the complex.

All potential contractors are strongly encouraged to participate in a site visit at the institution and are encouraged to review PART EIGHT: INSTITUTION DEMOGRAPHICS, prior to the visit. To arrange a site visit, please contact the project representative.

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).

#### **A. Directions to the Institution**

##### **Hocking Correctional Facility**

16759 Snake Hollow Road  
Nelsonville, Ohio 45764  
740-753-1917

From Columbus: Take I-71 to I-70 East to U.S. 33. Turn South (right) on U.S. 33 through Lancaster to Nelsonville. Take Business U.S. 33 (called Washington Street which Y's to the left at the first flashing light as Nelsonville is entered) to Fort Street (Center of town at square and light). Turn North (left) on Fort Street to Pleasantview Avenue (a narrow road approximately 1/4 mile up Fort Street) and turn right. Proceed on Pleasantview Avenue up the hill always bearing to the left. Pleasantview Avenue becomes Snake Hollow Road as road bears left (small sign points to HCF) and is joined by Snake Hollow Road from the right. Bearing left, continue up the hill to the entrance of the Hocking Correctional Facility.

Participants are not to 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. Potential Contractors are not to question Institution personnel or any current contractor.

There are references in this RFP to the Bid due date. Prospective potential contractors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Bids are due at the ODRC.

## **PART FOUR: PROVISION OF HEALTHCARE SERVICES OVERVIEW**

### **IV. OVERVIEW OF SERVICES**

Most ODRC institutions have a full service infirmary/clinic, to include physician services, nursing services, medical record clerks, x-ray technicians, phlebotomists, medical secretaries, pharmacy services, podiatry services and dental services. The medical service area in most institutions has x-ray capabilities, on-site phlebotomy, EKG services and a multitude of basic medical equipment. Prescriptions are filled in a timely manner and laboratory services are available through our centralized lab.

The inmates require primary care treatment of acute illness and management of chronic, communicable or infectious diseases. The Contractor will screen severe or life-threatening health problems and appropriately refer patients to the Institutional Chief Medical Officer or local emergency department as indicated by the patient's condition. Specialty medical services may be requested through the Institutional Chief Medical Officer for specialty clinics held at Corrections Medical Center in Columbus. Board certified specialty physicians from The Ohio State University Medical Center provide specialty physician services. The ODRC uses local emergency departments to treat and/or stabilize emergency conditions. Should an inmate patient require a further extensive diagnostic evaluation, surgery, or extended hospital stay, they are stabilized at the local hospital and transferred to the Corrections Medical Center or the Ohio State University Medical Center when able to safely travel.

At least one RN staffs every shift at a correctional institution. For non-emergency medical care, inmates use a sign-up system to request treatment. Nursing staff triage patients as the first line of care. The nursing staff will refer patients who require further evaluation or treatment to physicians or physician extenders for the next level of service.

CMC is a skilled nursing facility which houses inmate patients with long-term health care needs, acute and pre and post operative care needs as well as palliative care.

All ODRC institutions have a dental clinic area that is furnished with basic dental equipment for the provision of primary dental care.

The lawsuit known as Fussell, et al. v. Wilkinson, et al. will have a significant impact on the Department's provision of medical services. This case was filed in October, 2003 in U.S. District Court, Cincinnati, Ohio as a class action lawsuit on behalf of all inmates committed to Ohio's prisons. The suit claims that care throughout the system is constitutionally inadequate and that Ohio's prison officials are deliberately indifferent to the known medical needs. Ohio and the plaintiffs' attorneys agreed upon and selected a team of highly qualified prison health care experts to review selected facilities. The lawsuit requires our Department to continue to assess the quality of inmate health care, and to face the implications honestly. Any potential modification of the services to be provided will be discussed with the contractor in place at that time.

## **PART FIVE: SCOPE OF WORK AND RESPONSE REQUIREMENTS**

### **V. SCOPE OF WORK AND RESPONSE REQUIREMENTS**

#### **A. Objectives**

ODRC has the following objective that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the people the Contractor provides are qualified to perform their portions of the Work:

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

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

#### **B. Bid Format**

Each Bid must include sufficient data to allow the evaluation team to verify the total cost for the Contractor to provide services and all of the Bidder's claims of meeting the RFP's requirements. Each Bid 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 Bid to be rejected.

These instructions describe the required format for a responsive Bid. The Bidder 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 Bid.

Each Bid 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 subcontractors or independent contractors
3. Bidder Profile Summary (Attachment Two)
4. Proposed Contractor Schedule for Services (Attachment Five)
5. Work Plan
  - A. Scope of Work
  - B. Potential Problem Areas
  - C. Staffing Plan
  - D. Project Management Methodology
6. Proof of Workers' Compensation
7. Payment Address
8. Cost Summary (Attachment Four)
9. Completed W-9 IRS Form
10. Signed Copy of Service Contract (Attachment One)
11. Completed Declaration Pages (Attachment Three)

## Ohio Elections Law

### A. Prohibition

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

### B. Individual, Partnership, Association, Estate or Trust

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

### C. Corporation or Business Trust

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

## Ohio Ethics and Conflict of Interest Laws

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

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website: <http://www.das.ohio.gov/Eod/AEEEO.htm>

- 1. Cover Letter.** The Bidder must include a standard business letter signed by an individual authorized to legally bind the Bidder. The Bidder 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 Bidder's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Bid, including their titles;
- c. The name, address, telephone number, and fax number of a project representative who has authority to answer questions regarding the Bid;
- d. A list of all subcontractors or independent contractors, if any, that the Bidder will use to provide services;

- e. A statement that the Bidder's Bid meets all the requirements of this RFP.
- f. A statement that the Bidder 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, subcontractors and/or independent contractors.** For each proposed subcontractor and/or independent contractor, the Bidder must attach a letter from the subcontractor and/or independent contractor, signed by someone authorized to legally bind the subcontractor and/or independent contractor, and must include the following information:

**Minimum Required Response:**

- a. The subcontractor's legal status, tax identification number, and principal place of business address;
- b. The name and phone number of someone who is authorized to legally bind the subcontractor to contractual obligations;
- c. A description of the services that the subcontractor will provide;
- d. A statement that the Bidder is solely responsible for any payments made to the subcontractor
- e. A commitment to provide services at the specified site if the Bidder is selected;
- f. A non-discrimination statement;
- g. Information on any previous project partnering between the two organizations;
- h. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP

3. **Statement of Compliance.** ODRC intends for the Contractor, all of the Contractor's employees and/or subcontractors to implement and 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, ODRC Management Audit Standards and ACA Standards pertaining to healthcare services as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted. The Contractor agrees that any students, interims, or residents, as part of a formal training program, will work under staff supervision commensurate with their level of training.

**Minimum Required Response:**

All Bidders who seek to be considered for an award of the Contract must submit a signed copy of Attachment Two, which contains the following paragraph:

*The Bidder 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 RFP as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted.*

4. **Bidder Profile Summary.** Using the form provided in Attachment Two, the Bidder must provide a seven-year history of all contracts, for which the Bidder 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.
5. **Service Provider Profile Summary:** Bidder must provide adequate and qualified personnel to provide the services listed in this RFP. The Bidder's proposed staffing plan is to begin with the established and stated acceptable minimum level of personnel, found in the Staffing Plan portion of Work Plan, and 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 Bidder'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 Bidder must name the following:**

The Bidder must provide the following documentation for all other candidates named in the Bid:

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.
4. A copy of the current Drug Enforcement Agency certificate of the proposed service provider (For other proposed physicians).

**\*Note:** For each proposed subcontractor and/or independent contractor, the Bidder 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.

If Ohio licensure is required, any providers proposed at the time of Bid submission must hold the applicable and valid Ohio licensure. Please submit verification of the service provider's standing with the applicable Ohio licensing board. The acceptability of any clinician with previous documented action by the board will be considered on a case-by-case basis.

ODRC may reject any Bid if Bidder's candidate does not meet the minimum requirements for the position that the Bidder proposed the candidate to fill.

Each candidate proposed by the Contractor at anytime during the term of this contract and any subsequent extensions, must meet all of the applicable technical experience. The Bidder is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. The quality and level of the awarded staffing plan must be provided, by the Contractor, throughout the term of the Contract, unless prior approved waivers are granted by ODRC.

The final Contractor will not remove or replace proposed candidates from the Work without providing written notice to the ODRC. 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 Bidder 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 Bidder's Bid 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 Bidder, 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 Bidder 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 Bidder and subsequent Contractor.

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

**A. Scope of Work**

The Bidder must respond to and demonstrate an understanding of the project scope "Scope of Work," and the nature of each activity. The Bidder must make this description as complete and as detailed as possible. The Bidder 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

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## **SCOPE OF SERVICES COMPREHENSIVE PHARMACY SERVICES**

**The budgetary allocation for these services has been set at \$122,550.00 (\$12,255/month) for the remainder of Fiscal Year 2009. The term of this contract is from September 1, 2008 to June 30, 2009 with two optional two-year renewals by mutual agreement.**

**Overview of the Scope of Work:** The Scope of the Work follows below. This section only gives a summary of the Work.

### **C. Pharmacy – Scope of Work**

The Contractor agrees to provide Comprehensive Inmate Pharmacy Services for the designated Correctional Institution(s). The Contractor agrees to provide the specified services below and any other incidental pharmaceutical service as part of the Contractor's total price for providing a comprehensive inmate pharmacy service. The Contractor agrees to do all of the following:

For critical inmate health care services (i.e. physicians, pharmacists and dentists) all Contractors must have a staffing contingency plan to maintain the required level of services during frequent or extended staff and/or subcontractor absences. For any physician, pharmacist or dentist absences longer than two consecutive business days the Contractor must supply an approved and appropriately licensed substitute service provider. For any absences longer than 5 business days or other disruptions in any other on-going ancillary medical services for more than 5 business days the Contractor must make arrangements for substitute services. The Contractor is responsible for all substitute and replacement services costs. If the Contractor does not provide contingency staffing, ODRC reserves the right to find replacement(s) or substitute services. The Contractor will be responsible for any and all replacement costs incurred by ODRC. The actual cost of replacement services may be deducted from the Contractor's invoice payment.

1. Service Requirement: The Contractor must provide comprehensive pharmacy services for the inmate population of the designated institution(s) through the use of licensed and qualified persons and in compliance with all federal, state and local laws.

Minimum Required Response: Statement of agreement to provide comprehensive pharmacy services for the inmate population(s) of the designated institution(s) through the use of licensed and qualified persons and in compliance with all federal, state and local laws.

2. Service Requirement: The Contractor must designate one Ohio licensed pharmacist, who will be providing on-site services, as the responsible clinical pharmacy authority over these services. The designated pharmacist must agree to be on file with the Ohio Board of Pharmacy for all required pharmacy site licensure and DEA certificates. This designated pharmacist must provide services on-site on a regular basis.

Minimum Required Response: Contractor must provide the name of an Ohio licensed pharmacist who will be providing on-site services on a regular basis and who agrees to be the responsible pharmacist for licensure purposes. This Contractor must provide a copy of this individual's Ohio pharmacy licensure, CV and letter of commitment from the individual pharmacist stating that they are aware they are being proposed by this Contractor and agree to provide such services. This documentation must be submitted as an attachment to the Contractor's Bid.

3. Service Requirement: ODRC will provide and be responsible for the cost of: basic pharmacy equipment, an ordering and delivery mechanism for acquisition of stock pharmaceuticals and related supplies to the institution(s). The Contractor must provide, direct, and oversee all other aspects of inmate prescription services.

Minimum Required Response: Statement of agreement that the Contractor will provide, direct and oversee all aspects of inmate prescription services excluding basic pharmacy equipment, an ordering and delivery mechanism for acquisition of stock pharmaceuticals and related supplies.

4. Service Requirement: The Contractor must schedule on-site services with the Health Care Administrator that ensures timely delivery of adequate services as determined by institutional need and as specified further in this RFP. The Contractor must provide services scheduled by mutual agreement with the institutional administration. The scheduled on site time(s) must coincide, at least in part, with the time that the physician(s) are on site. If multiple institutions are parties to this contract, the Contractor must either fill prescriptions on site at each institution, or may negotiate with institutional administration to fill prescriptions at one site and provide a mechanism for delivering properly labeled, patient specific prescriptions and stock medication for a contingency cabinet and emergency medical response kits to any other institution(s) named in this contract.

Minimum Required Response: Provide a detailed proposed schedule of service times that demonstrates an understanding of existing institutional specific needs, schedules and prescription volumes and describe the management system that will be used to most efficiently and cost effectively perform this service.

5. Service Requirement: Contract services will include the filling of all prescriptions for inmate patients as prescribed by licensed practitioners. The Contractor must fill and dispense routine, non-emergent prescriptions within 24 hours of the pharmacy receiving the order. This requirement pertains to regular business days. Exceptions are state holidays and weekends. For holidays and weekends prescriptions, The Contractor must fill prescriptions no later than the end of the next business day following the holiday or weekend.

Minimum Required Response: Statement of agreement to fill and dispense routine, non-emergent prescriptions within 24 hours of the pharmacy receiving the order with the exception of holidays and weekends and then prescription orders will be filled no later than the end of the next business day following the holiday or weekend.

6. Service Requirement: The Contractor must fill stat and emergency prescriptions in a timely manner as determined by the treating practitioner, on the same day of the order. This is the Contractor's responsibility during regular business days (Monday through Friday while on-site). The institution(s) will make other arrangements for emergency medication orders that occur during holidays, weekends or after Contractor's scheduled hours.

Minimum Required Response: Statement of agreement to fill STAT and emergency prescriptions in a timely manner as determined by the ordering practitioner, on the same day of the order, during scheduled service times on regular business days.

7. Service Requirement: The Contractor must maintain adequate pharmacy drug and supply inventories. This will include continual inventory control processes, rotation of stock, and timely return of stock overages and drugs with a short shelf life for credit back to the institution(s). The Contractor will be responsible for the cost of any unopened, stock drugs allowed to expire during the term of this contract. The Contractor will be allowed a sixty (60) day grace period from this financial responsibility at the inception of the contract. ODRC's cost of any unopened stock drugs allowed to expire during the term of this contract will be deducted from the Contractor's next monthly contract services payment. The cost will be calculated using the cost of the drug(s) at the time of the audit finding.

Minimum Required Response: Provide a detailed plan describing the system that will be utilized to ensure that adequate stock medications are maintained within the institution(s) and the continual inventory control process to ensure that stock medications nearing their expiration date are returned for credit. Provide statement of acknowledgement that Contractor will be responsible for the cost of unopened stock drugs found expired at the institution(s) after the initial sixty-day grace period.

8. Service Requirement: The Contractor must fill, maintain drug supplies for, inspect, audit and oversee the use of contingency medication cabinets and emergency response kits within the institution(s).

Minimum Required Response: Provide a detailed description of system that will be used to fill, maintain, inspect, audit and oversee the use of contingency medication cabinets and emergency response kits within the institution(s).

9. Service Requirement: The Contractor will maintain close security of all drugs and controlled supplies. The Contractor will assist the institution(s) in setting up and/or improving any existing accountability systems in compliance with all federal, state, and local law and ODRC policies. The Contractor will maintain all accountability logs. This will include maintaining a safe and secure method of storage, distribution and disposal of controlled substances, needles and syringes.

Minimum Required Response: Provide a detailed description of the system that will be used to maintain close security of all drugs and controlled supplies. This system must be in compliance with accountability as required by all federal, state and local laws and ODRC policies.

10. Service Requirement: The Contractor will complete and maintain all records as required by law.

Minimum Required Response: Statement of agreement to complete and maintain all pharmacy records as required by law.

11. Service Requirement: The Contractor will provide pharmaceutical/drug information, updates and consultation services to staff, and contract health service providers. The Contractor will make available a pharmacist(s) by telephone, at a minimum, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays, to provide clinical guidance to ODRC nursing staff and contract physicians at the designated institution(s).

Minimum Required Response: Statement of agreement to provide pharmaceutical/drug information, updates and consultation services to staff, and contract health service providers. The Contractor will make available a pharmacist(s) by telephone, at a minimum, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays, to provide clinical guidance to ODRC nursing staff and contract physicians at the designated institution(s).

12. Service Requirement: The Contractor will provide patient educational information and consultation as required by law.

Minimum Required Response: Describe system that Contractor will use to provide patient education and consultations as required by law.

13. Service Requirement: The Contractor will monitor practitioners' prescribing compliance with ODRC's established drug formulary. Contractor will follow all laws and ODRC medical protocol regarding therapeutic drug substitutions.

Minimum Required Response: Describe system that Contractor will use to monitor practitioner's prescribing compliance with ODRC's established drug formulary and how the therapeutic drug substitutions will be used per ODRC's protocol.

14. Service Requirement: For security and confidentiality purposes, the Contractor will use computers and pharmacy software supplied by ODRC. No confidential patient information will be taken off site and all pharmacy records remain the property of ODRC.

Minimum Required Response: Statement of agreement to use computers and pharmacy software as supplied by ODRC and agreement that no confidential patient information will be taken off sight and all pharmacy records remain the property of ODRC.

15. Service Requirement: The Contractor will be responsible for filing and maintaining all required pharmacy licenses, permits, records and documentation. ODRC is responsible for any facility related licensing fees.

Minimum Required Response: Statement of agreement that the Contractor will be responsible for filing and maintaining all required pharmacy licenses, permits, records and documentation as required by law. ODRC will be responsible for the payment of any facility related licensing fees.

16. Service Requirement: The Contractor must place all prescriptions in patient specific labeled packages as required by law. Packaging must meet ODRC security specifications. Currently ODRC uses "blister packaging" for nurse dispensed medications, while self carry medications can be packaged in plastic containers or baggies.

Minimum Required Response: Describe how medications will be packaged and labeled to meet ODRC requirements and all applicable laws.

17. Service Requirement: The Contractor is responsible for all standard pharmacy practices such as monitoring potentially dangerous drug interactions and drug to food interaction, assist practitioners with therapeutic drug levels and appropriate dosages, etc.

Minimum Required Response: Describe how Contractor will monitor for potentially dangerous drug interactions and drug to food interactions, assist practitioners with therapeutic drug levels and appropriate dosages.

18. Service Requirement: The Contractor must track services and provide reports as requested by ODRC. Current reports include total number of prescriptions, number of new prescriptions, number of refill prescriptions, number of prescriptions for medical conditions vs. total of psychotropic medications.

Minimum Required Response: Statement of agreement to track services and provide reports as requested by ODRC.

19. Service Requirement: The Contractor must maintain patient specific drug profiles.

Minimum Required Response: Statement of agreement to maintain patient specific drug profiles.

20. Service Requirement: The Contractor must participate in and lead institutional Pharmacy and Therapeutic activities on a regular basis.

Minimum Required Response: Statement of agreement that the on-site pharmacist will participate in and lead institutional Pharmacy and Therapeutic activities on a regular basis.

21. Service Requirement: The Contractor must provide regular audits of all areas of the institution(s) as required by law and covered by the pharmacy license and provide staff training as required by law and/or ODRC.

Minimum Required Response: Statement of agreement that the Contractor will provide regular audits of all areas of the institution(s) as required by law and covered by the pharmacy license and to provide staff training as required by law and/or ODRC.

#### **D. Potential Problem Areas**

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

#### **E. Staffing Plan**

The Bidder must provide a description of a staffing plan that demonstrates an understanding of the project scope based on the cluster or institution specific demographics provided. In the instance where an Bidder has been awarded or, is being considered for award of, additional health care contracts for the State of Ohio, the Department of Rehabilitation & Correction may require, prior to award, a revised staffing plan or statement that confirms the Bidder's ability to provide the expected level of service for this specific requirement.

**Minimum Required Response:**

The details of the staffing plan must include:

1. The contractor must provide a detailed plan of how on-site services will be provided. The plan must meet the established and stated minimum level of personnel as referenced above and 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 RFP. In addition, the contractor must provide the number of on-site hours that will be provided on a weekly basis for each position. Use Attachment Five to show detail schedule date and time for each onsite provider. The final schedule will be mutually agreed upon between the institution and selected provider.
2. If lower level service providers are proposed, the plan must demonstrate that appropriate oversight will be provided as required by any Federal and Ohio laws and licensing boards. (i.e. If physician extenders are being proposed, include the scope of services that can be provided and how physician clinical oversight will be provided as required by Ohio Revised Code and/or licensing boards.
3. Recruitment plan.
4. Detailed plan for addressing excessive backlogs or delays in the provision of services as specified in the Scope of Work or in the temporary absence of the usual service provider(s).
5. Describe the orientation process for new on-site staff and/or sub-contractors to the correctional healthcare environment.

**F. Project Management Methodology**

The Management Plan must be as complete as possible at the time of submission. It must contain the following:

**Minimum Required Response:**

1. Describe the Bidder's proposed organization(s) and management structure responsible for fulfilling the Contractor's requirements and provide a proposed table of organization. The table must reflect the corporate suspension of all line staff, and administrative staff responsible for functional service delivered on-site and off-site.
2. Describe the nature and qualifications of any proposed management staff.
3. Describe the Bidder's recruiting capabilities and the Bidder's ability to respond to acute recruitment needs prior to the start of the Contract.

If the Bidder chooses to use any subcontractors and/or independent contractors, this part of the Bidder's Bid must describe its approach to effectively manage its subcontractors.

**7. Conflict of Interest**

Each Bid must include a statement indicating whether the Bidder, or any people that may work on the project through the Bidder, have a possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of these services. ODRC has the right to reject a Bid in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict. Use Attachment Four.

**8. Declaration Statements**

Attachment Three must be completed for the company or individual submitting the Bid.

**9. 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 Bidder 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.

**10. Payment Address**

The Bidder must provide an address for payments.

**11. Cost Summary**

Using the form provided as Attachment Four, Bidders must indicate pricing in the form of a monthly comprehensive rate. Bidders may not reformat this form. Reformatting may result in the rejection of the Bidder's Bid. In addition, the contractor must provide the number of hours of service to be provided at each institution, for each type of on-site service provider. Furthermore, the contractor must supply an hourly rate (salary and benefits) that the employee will be paid. This will be used for calculating penalties when services are not provided in accordance with the proposed staffing plan schedule.

**ODRC will not be liable for any costs the Bidder does not identify in its Bid.**

The successful Bidder 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.

**12. W-9 Form**

The Bidder 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 Bid may contain copies of the W-9 form. Please indicate on the cover letter, which Bid is the original. The W-9 form may be accessed and downloaded at the following website: <http://www.irs.gov/faqs/faq12-5.html>

**13. Signed Copy of Service Contract**

The offeror must sign the Contract form 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.

**Completed Declaration of Material Assistance (DMA)/NonAssistance to Terrorist Organization.** **Prior to Award**, the Contractor must complete and have on file with the Contracts Section of ODRC, the DMA Pre-Certification Form. The form may be accessed and downloaded at the following website:

[http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/HLS\\_0038\\_Contracts.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf)

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## **PART SIX: EVALUATION OF BIDS AND CONTRACT AWARD**

### **VI. EVALUATION OF BIDS AND CONTRACT AWARD**

#### **A. Rejection of Bids**

ODRC may reject any Bid 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 Bids, and seek services through a new RFP or other means.

#### **B. Evaluation of Bids Generally**

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

1. Initial Review
2. The Evaluation Team's Evaluation of the Bids
3. Bidder'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 Bidder under consideration and may give any Bidder the opportunity to correct defects in its Bid if ODRC believes doing so does not result in an unfair advantage for the Bidder 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 Bidder, the Bidder's agent(s), or any party representing the Bidder, 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 Bidder to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the Bidder.

#### **D. Initial Review**

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

#### **E. Team Review of the Bids**

Each member of the evaluation team will evaluate and numerically score each Bid forwarded to it. The evaluation will be according to the criteria contained in PART EIGHT 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 Bidder's scores and come to an agreement on a consensus score.

The evaluation team may also have the Bids or portions of them reviewed and evaluated by independent third parties or other State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The evaluation team may also seek reviews of end users of the Work or the advice or evaluations of other State teams that have subject matter expertise or an interest in the 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 Bids. 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 Bid. Those Bidders submitting the highest rated Bids may be scheduled for the next phase. The number of Bids forwarded to the next phase will be within the evaluation team's discretion, but regardless of the number of Bids selected for

the next phase, they will always be the highest rated Bids from this phase. At any time during this phase, the evaluation team may ask a Bidder to correct, revise, or clarify any portions of its Bid.

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 Bid considered.

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

The evaluation team will then divide the Bidder's total not-to-exceed fixed price for the Work by the Bid's totaled score based on the points received from the evaluation of the Bid's technical merits. One or more of the Bids will then be selected for further consideration in the next phase of the evaluation process. The Bid(s) selected to be considered in the next phase would always be the highest-ranking Bid(s) based on this analysis. That is, the evaluation team may not move a lower ranking Bid to the next phase unless all Bids that rank above it are also moved to the next phase, excluding any Bids 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 Bid with the lowest cost per point ratio will be awarded the Contract.

If the evaluation team finds that one or more Bids should be given further consideration, the evaluation team may select one or more of the highest-ranking Bids 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 Bidders, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Bidder, a failure by an Bidder to make a required submission or meet a mandatory requirement will normally result in a rejection of that Bidder's Bid. The value assigned above to each criterion is only a value used to determine which Bid is the most advantageous to the State in relation to the other Bids that the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Bid process.

#### **F. Bidder's Performance History with Other Jurisdictions**

Bidder's must provide a list of all contracts performed within the past seven years, for which the Bidder is providing, or has provided under any previous corporate name or identity, similar services. Using the form provided as Attachment Two, Bidders 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 provided by the Bidder. If the Bidder has previous experience with ODRC, the Bureau of Medical Services will complete the questionnaire based on the Bidders performance history as documented by Notice of Non-Performance and Complaint to Contractor forms on file as of February 1, 2005. The ODRC questionnaire will count as one of the three required reference checks.

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

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

The evaluation team may require an Bidder to interview with the evaluation team regarding their Bid. Such presentation, demonstrations, and interviews provide the Bidder with an opportunity to clarify its Bid 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 Bidder to engage in any negotiations over the form of the Bid 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 Bid 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 Bidder.

**I. Financial Ability**

The evaluation team may insist that an Bidder submit financial documents for the past three years if the evaluation team is concerned that an Bidder 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 Bidder'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 Bidder(s) must negotiate in good faith. The evaluation team may conduct negotiations with any Bidder who submits a competitive Bid, but the evaluation team may limit discussions to specific aspects of the RFP. Neither the Team, nor a Bidder, may disclose to another Bidder a priced Bid or any other material information derived from competing Bids. The Bidder as described below will reduce any oral modification of a Bid to writing.

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

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

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

Any negotiated changes will be reduced to writing and become part of the contract file open to public inspection. The Bidder 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 Bidder written notice of the Team's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

**K. Failure to Negotiate**

If a Bidder 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 Bidder and collect on the Bidder's bid bond, if a bid bond was required in order to respond to this RFP.

**L. Contract Award**

The contract will be awarded to the Bidder whose Bid 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 value of the contract is \$75,000 or more, or if this contract combined with any other contract(s) that the contractor

holds with ODRC will total \$75,000 or more for the period of work designated in this 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 Bid Letter, and written, authorized amendments to the Contractor's Bid. These contract elements will be incorporated into the standard ODRC Service Contract format (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 Personal 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 Contractor's Bid, as amended; and
4. The documents and materials incorporated by reference in the Contractor's Bid.

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

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## PART SEVEN: EVALUATION CRITERIA

### VII. EVALUATION CRITERIA FOR COMPREHENSIVE PHARMACY SERVICES

#### A. Bid Evaluation Criteria

In the Bid evaluation phase, the evaluation team will rate the Bids submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

| Criteria                                                                                                                                                                                                                                                             | Weight | Meets | Does Not Meet | Score<br>(Weight x score = total) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|---------------|-----------------------------------|
| Cover Letter                                                                                                                                                                                                                                                         | 1      | 5     | 0             |                                   |
| Letter or written, signed and dated statement that the proposed practitioner (whether they are an employee, subcontractor, independent contractor or the actual vendor) is aware they are being proposed and that they agree to provide the service at this location | 1      | 5     | 0             |                                   |
| Declaration Statements                                                                                                                                                                                                                                               | 1      | 5     | 0             |                                   |
| Bidder Profile Summary                                                                                                                                                                                                                                               | 1      | 5     | 0             |                                   |
| Named Practitioner Profile Summary                                                                                                                                                                                                                                   | 1      | 5     | 0             |                                   |
| Signed Contract                                                                                                                                                                                                                                                      | 1      | 5     | 0             |                                   |
| Contract Performance                                                                                                                                                                                                                                                 | 1      | 5     | 0             |                                   |
| Proof of Workers' Compensation Insurance                                                                                                                                                                                                                             | 1      | 5     | 0             |                                   |
| Payment Address                                                                                                                                                                                                                                                      | 1      | 5     | 0             |                                   |
| Cost Summary                                                                                                                                                                                                                                                         | 1      | 5     | 0             |                                   |
| W-9 Form                                                                                                                                                                                                                                                             | 1      | 5     | 0             |                                   |

#### B. MANDATORY TECHNICAL REQUIREMENTS – PHARMACY SERVICES WORK PLAN

| Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Weight | Does Not Meet | Meets | Exceeds | Greatly Exceeds | Score |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|-------|---------|-----------------|-------|
| 1. Statement of agreement to provide comprehensive pharmacy services for the inmate population(s) of the designated institution(s) through the use of licensed and qualified persons and in compliance with all federal, state and local laws.                                                                                                                                                                                                               | 1      | 0             | 5     | 7       | 9               |       |
| 2. Contractor has provided the name of an Ohio licensed pharmacist who will be providing on-site services on a regular basis and who agrees to be the responsible pharmacist for licensure purposes. This Contractor must provide a copy of this individual's Ohio pharmacy licensure, CV and letter of commitment from the individual pharmacist stating that they are aware they are being proposed by this Contractor and agree to provide such services. | 1      | REJECT        | 5     | NA      | NA              |       |
| 3. Statement of agreement that the Contractor will provide, direct and oversee all aspects of inmate prescription services excluding basic pharmacy equipment, an ordering and delivery mechanism for acquisition of stock pharmaceuticals and related supplies.                                                                                                                                                                                             | 1      | 0             | 5     | 7       | 9               |       |

| Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Weight | Does Not Meet | Meets | Exceeds | Greatly Exceeds | Score |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|-------|---------|-----------------|-------|
| 4. Provided a detailed proposed schedule of service times that demonstrates an understanding of existing institutional specific needs, schedules and prescription volumes and has described a management system that will be used to most efficiently and cost effectively perform this service.                                                                                                                                                                                            | 3      | 0             | 5     | 7       | 9               |       |
| 5. Statement of agreement to fill and dispense routine, non-emergent prescriptions within 24 hours of the pharmacy receiving the order, with the exception of holidays and weekends and then prescription orders will be filled no later than the end of the next business day following the holiday or weekend.                                                                                                                                                                            | 3      | 0             | 5     | 7       | 9               |       |
| 6. Statement of agreement to fill STAT and emergency prescriptions in a timely manner as determined by the ordering practitioner, on the same day of the order, during scheduled service times on regular business days.                                                                                                                                                                                                                                                                    | 2      | 0             | 5     | 7       | 9               |       |
| 7. Provided a detailed plan describing the system that will be utilized to ensure that adequate stock medications are maintained within the institution(s) and the continual inventory control process to ensure that stock medications nearing their expiration date are returned for credit. Provided statement of acknowledgement that Contractor will be responsible for the cost of unopened stock drugs found expired at the institution(s) after the initial sixty-day grace period. | 3      | 0             | 5     | 7       | 9               |       |
| 8. Provided a detailed description of system that will be used to fill, maintain, inspect, audit and oversee the use of contingency medication cabinets and emergency response kits within the institution(s).                                                                                                                                                                                                                                                                              | 2      | 0             | 5     | 7       | 9               |       |
| 9. Provided a detailed description of the system that will be used to maintain close security of all drugs and controlled supplies. This system must be in compliance with accountability as required by all federal, state and local laws and ODRC policies.                                                                                                                                                                                                                               | 3      | 0             | 5     | 7       | 9               |       |
| 10. Statement of agreement to complete and maintain all pharmacy records as required by law.                                                                                                                                                                                                                                                                                                                                                                                                | 1      | 0             | 5     | 7       | 9               |       |
| 11. Describe system that Contractor will use to provide patient education and consultations as required by law.                                                                                                                                                                                                                                                                                                                                                                             | 1      | 0             | 5     | 7       | 9               |       |

| Requirement                                                                                                                                                                                                                                                           | Weight | Does Not Meet | Meets | Exceeds | Greatly Exceeds | Score |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|-------|---------|-----------------|-------|
| 12. Describe system that Contractor will use to monitor practitioner's prescribing compliance with ODRC's established drug formulary and how the therapeutic drug substitutions will be used per ODRC's protocol.                                                     | 2      | 0             | 5     | 7       | 9               |       |
| 13. Statement of agreement to use computers and pharmacy software as supplied by ODRC and agreement that no confidential patient information will be taken off sight and all pharmacy records remain the property of ODRC.                                            | 1      | 0             | 5     | 7       | 9               |       |
| 14. Statement of agreement that the Contractor will be responsible for filing and maintaining all required pharmacy licenses, permits, records and documentation as required by law. ODRC will be responsible for the payment of any facility related licensing fees. | 1      | 0             | 5     | 7       | 9               |       |
| 15. Described how medications will be packaged and labeled to meet ODRC requirements and all applicable laws.                                                                                                                                                         | 1      | 0             | 5     | 7       | 9               |       |
| 16. Described how Contractor will monitor for potentially dangerous drug interactions and drug to food interactions, assist practitioners with therapeutic drug levels and appropriate dosages.                                                                       | 1      | 0             | 5     | 7       | 9               |       |
| 17. Statement of agreement to track services and provide reports as requested by ODRC.                                                                                                                                                                                | 1      | 0             | 5     | 7       | 9               |       |
| 18. Statement of agreement to maintain patient specific drug profiles.                                                                                                                                                                                                | 1      | 0             | 5     | 7       | 9               |       |
| 19. Statement of agreement that the on-site pharmacist will participate in and lead institutional Pharmacy and Therapeutic activities on a regular basis.                                                                                                             | 1      | 0             | 5     | 7       | 9               |       |
| 20. Statement of agreement that the Contractor will provide regular audits of all areas of the institution(s) as required by law and covered by the pharmacy license and to provide staff training as required by law and/or ODRC.                                    | 1      | 0             | 5     | 7       | 9               |       |

| Requirement                                                                         | Weight | Does Not Meet | Meets | Exceeds | Greatly Exceeds | Score |
|-------------------------------------------------------------------------------------|--------|---------------|-------|---------|-----------------|-------|
| <b>Potential Problems</b>                                                           | 1      | 0             | 5     | NA      | NA              |       |
| <b>Staffing Plan</b>                                                                |        |               |       |         |                 |       |
| 1. Number of times per week on site services will be provided                       | 1      | 0             | 5     | 7       | 9               |       |
| 2. Total number of days per week and hours per day that pharmacists will be on site | 1      | 0             | 5     | 7       | 9               |       |

| Requirement                                                                       | Weight | Does Not Meet | Meets | Exceeds | Greatly Exceeds | Score |
|-----------------------------------------------------------------------------------|--------|---------------|-------|---------|-----------------|-------|
| 3. Total number of staff and/or subcontractors                                    | 1      | 0             | 5     | 7       | 9               |       |
| 4. Sample schedule that appears to reasonably meet the service needs              | 1      | 0             | 5     | 7       | 9               |       |
| 5. Plan for responsible pharmacist                                                | 1      | 0             | 5     | 7       | 9               |       |
| 6. Recruitment Plan                                                               | 1      | 0             | 5     | 7       | 9               |       |
| 7. Provision to address excessive waiting times or absence of usual pharmacist(s) | 1      | 0             | 5     | 7       | 9               |       |
| 8. Plan to orient new staff and/or subcontractors                                 | 1      | 0             | 5     | 7       | 9               |       |
| <b>Project Management Methodology</b>                                             | 1      | 0             | 5     | 7       | 9               |       |

### C. CONTRACTOR'S MANDATORY REQUIREMENTS

| Requirement                                                            | Weight | Does Not Meet | Meets | Exceeds        | Greatly Exceeds | Score |
|------------------------------------------------------------------------|--------|---------------|-------|----------------|-----------------|-------|
| Twenty-four months experience in providing clinical pharmacy services. | 1      | 0             | 5     | 7<br>(5+ Yrs.) | 9<br>(10+ Yrs.) |       |

### D. PERSONNEL MANDATORY REQUIREMENTS FOR LEAD PHARMACIST

| Requirement                                                                                                                                     | Weight | Does Not Meet | Meets | Exceeds         | Greatly Exceeds  | Score |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|-------|-----------------|------------------|-------|
| Current Ohio Pharmacist Licensure                                                                                                               | 1      | Reject        | 5     | NA              | NA               |       |
| Twenty-four months documented experience as a pharmacist within the last 5 years                                                                | 1      | Reject        | 5     | 7<br>(5+ years) | 9<br>(10+ years) |       |
| No history of significant reports with the Ohio Board of Pharmacy or the National Practitioners Data Base or pending actions against licensure. | 1      | Reject        | 5     | 0               | 0                |       |

### E. PERSONNEL DESIRABLE REQUIREMENTS FOR LEAD PHARMACIST

| Requirement                                                                           | Weight | Does Not Meet | Meets | Exceeds<br>(5+ years) | Greatly Exceeds<br>(10+ years) | Score |
|---------------------------------------------------------------------------------------|--------|---------------|-------|-----------------------|--------------------------------|-------|
| 24 months experience providing pharmacist services in a correctional medical setting. | 1      | 0             | 5     | 7<br>(5+ Yrs.)        | 9<br>(10+ Yrs.)                |       |

## PART EIGHT: INSTITUTION DEMOGRAPHICS

### VIII. INSTITUTION DEMOGRAPHICS

The individual institution supplied the attached information. If you have specific questions regarding this information, please contact the site representative listed in the RFP for that institution. The attached information should include a brief description of each institution and a questionnaire filled out by the institution program area.

#### Medical Demographics Questionnaire

**Institution:** Hocking Correctional Facility

Survey completed by: Terri Green, HCA

Date: July 2, 2008

1. Total inmate population 489
2. Security status of institution Minimum to Medium security
3. Number of separate areas where physician services could be required [e.g. infirmary, camp, lock-down unit, etc.] Infirmary
4. Is the institution under one roof or comprised of multiple buildings? One roof
5. Does the institution have a camp that requires medical services? No  
If so, camp population \_\_\_\_\_
6. Does the institution house inmates with significant handicaps - i.e. wheelchair-bound, blind, deaf or otherwise physically impaired? Yes  
If so then how many of each handicap or mobility impairment?  
**26 Wheelchair users (seven additional for transport), 55 canes, 13 walkers**
7. Vision impaired: 3
8. Hearing Impaired: 17
9. Mobility impaired: 94
10. Wheel chair: 26 full-time  
List the number of inmates that are in each medical classification:
  11. I (one) 114
  12. II (two) 372
  13. III (three) 3
  14. IV (four) 0
15. Number of inmate intakes per month 21
16. Number of inmate releases per month 17
17. List the number of inmates over age 50 483
18. List the number of inmates that are under age 18 0
19. Number of inmates enrolled in Diabetic chronic care clinic (CCC) 104
20. Number of inmates enrolled in Cardiac / Hypertension CCC 317
21. Number of HIV+ inmates 1
22. Number of inmates enrolled in Pulmonary CCC 112
23. Number of inmates enrolled in Seizure CCC 15

|                                                                                                                                                                                                     |      |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|
| 24. Number of inmates enrolled in TB CCC                                                                                                                                                            | 12   |     |
| 25. Number of inmates enrolled in Liver CCC                                                                                                                                                         | 55   |     |
| 26. Number of inmates enrolled in General Medicine CCC                                                                                                                                              | 28   |     |
| 27. Number of inmates on the mental health caseload                                                                                                                                                 | 102  |     |
| 28. Average number of inmates seen in doctor's sick call each month                                                                                                                                 | 300  |     |
| 29. Average number of inmates seen by the podiatrist each month                                                                                                                                     | 45   |     |
| 30. Average number of new medical prescriptions filled each month                                                                                                                                   | 1100 |     |
| 31. Average number of medical prescription refills each month                                                                                                                                       | 2000 |     |
| 32. Average number of new psychotropic medication prescriptions each month                                                                                                                          | 75   |     |
| 33. Average number of psychotropic medication refill prescriptions each month                                                                                                                       | 76   |     |
| 34. Average number of lab specimens collected and processed each month (not number of individual tests ordered)                                                                                     |      | 250 |
| 35. Average number of on-site x-ray images taken each month                                                                                                                                         | 0    |     |
| 36. Average number of specialty consults generated each month                                                                                                                                       | 121  |     |
| 37. Average number of emergency room trips each month                                                                                                                                               | 11   |     |
| 38. Average number of hospital admissions each month                                                                                                                                                | 6    |     |
| 39. What, if any, other special missions or idiosyncrasies are there about the institution that could potentially create a need for more services than those needed by an average inmate population |      |     |

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**Older population, average age 64 yrs. 80% enrolled in chronic care clinics**

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40. Does the institution have civil service staff working in the pharmacy, lab, x-ray, and dental? **No**  
If so then, please list type of staff and hours worked each week and duties

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**All are contracted employees**

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Classification Levels: 1 = Minimum, 2 = Medium, 3 = Close, 4 = Maximum, 5 = Administrative Maximum. Inmate classification levels change daily.

For more information about the institution(s), visit the DRC website at: <http://www.drc.state.oh.us/web/prisprog.htm> and select the desired institution(s) from the list.

## ATTACHMENT ONE: SERVICE CONTRACT

### FOR OFFICE USE ONLY:

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

**AGREEMENT  
BETWEEN THE  
OHIO DEPARTMENT OF REHABILITATION AND CORRECTION – Hocking Correctional Facility  
AND  
[CONTRACTOR NAME]**

**THIS AGREEMENT** is made and entered into effective this **1st day of September, 2008** by and between the **Hocking Correctional Facility** (hereinafter collectively referred to as “Agency”), located at **16759 Snake Hollow Rd., Nelsonville, OH 45764** and [Contractor Name] (hereinafter referred to as “Contractor”), located at [Street Address, City, State, Zip] (hereinafter referred to as “Agreement”/ “Contract”).

**WHEREAS**, Agency desires to engage Contractor to **provide comprehensive pharmacy services for the inmate population at Hocking Correctional Facility;**

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

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

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

### **ARTICLE I: NATURE OF CONTRACT**

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services and/or goods to be rendered under this Agreement are of such a personal nature that Agency is the sole judge of the adequacy of such services and/or goods. Agency thus reserves the right to cancel this Agreement should Agency at any time be dissatisfied with Contractor's performance of its duties under this Agreement.
- 1.2 Agency enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall provide services and/or goods and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.
- 1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article VI., Termination of Contractor's Services and/or Goods. All provisions of this Agreement relating to “confidentiality” shall remain binding upon Contractor in the event of cancellation.
- 1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its

personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

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

- 2.1 Contractor shall [If the purchase was not solicited, describe the goods and/or services to be provided by Contractor].  
If solicited, the solicitation (number **DRC00404**) documents, which describe the goods and/or services to be provided, are attached hereto and incorporated herein.
- 2.2 The Contractor's Agency contact person for this contract is **Health Care Administrator at Hocking Correctional Facility** who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.
- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of Agency.
- 2.4 Contractor Disclosure: As part of this Agreement, Contractor shall disclose to the contact person set forth in Article 2.2 of this Agreement the following: the location(s) where all services and/or all goods will be provided; the location(s) where any state data applicable to the Agreement will be maintained or made available; and the principal location of business for the Contractor and all subcontractors. Contractor shall not, during the performance of this Agreement, change the location(s) of the county where the services and/or goods are provided or change the location(s) of the county where the data is maintained or made available without prior written approval of the state.
- 2.5 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

## **ARTICLE III: TIME OF PERFORMANCE**

- 3.1 This Agreement shall remain in effect until the work described in Article II, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services and/or Goods, whichever is sooner.
- 3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than **June 30, 2009** (the end of the current biennium), whichever is sooner. Prior to expiration of the original term or any renewed term, Agency may renew this Agreement on the same terms and conditions by giving notice as set forth in Article 18.1 of this Agreement. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire on **June 30, 2013** or no later than the end of the biennium in which the renewal commences, whichever is sooner.
- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13 (campaign contribution), O.R.C. Section 127.16 (controlling board), or O.R.C. Chapter 102 (public officers – ethics).

## **ARTICLE IV: COMPENSATION**

- 4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of \$\_\_\_\_\_.
- 4.2 The total amount due was computed according to the following cost schedule:  
  
[Cost Schedule]
- 4.3 Contractor shall submit an invoice for the compensation incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services and/or goods provided and total amount due. Upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.

- 4.4 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement unless the Contractor is a consultant or expert witness. In that event, travel expenses may not exceed the limits in the OBM travel guidelines.

#### **ARTICLE V: CERTIFICATION OF FUNDS**

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

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

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

#### **ARTICLE VII: RELATIONSHIP OF PARTIES**

- 7.1 Agency and Contractor agree that, during the term of this Agreement, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.

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

#### **ARTICLE VIII: RECORD KEEPING**

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

#### **ARTICLE IX: RELATED AGREEMENTS**

- 9.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article II, Scope of Services and/or Goods, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Agreement.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

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

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire

any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website: <http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

#### **ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT**

- 11.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, national origin, or disability.
- 11.3 Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website: <http://www.das.ohio.gov/Eod/AAEEO.htm>.

Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services.

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

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

#### **ARTICLE XIII: LIABILITY**

- 13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law

involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

- 13.2 Contractor shall bear all costs associated with defending Agency and the State of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Agreement, general liability insurance with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The state reserves the right to approve all policy deductibles, levels of self-insured retention, captive insurance programs and may require the Contractor to have their policy(s) endorsed to reflect per project/per location general aggregate limits. Such insurance shall be written by a company authorized to conduct such business in the State of Ohio, with at least an A- "Excellent" rating from A.M. best Company.
- 13.5 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation. A certificate of coverage shall be provided to Agency.

#### **ARTICLE XIV: COMPLIANCE WITH LAWS**

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

#### **ARTICLE XV: DRUG FREE WORKPLACE**

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

#### **ARTICLE XVI: CAMPAIGN CONTRIBUTIONS**

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

#### **ARTICLE XVII: ENTIRE AGREEMENT/WAIVER**

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

#### **ARTICLE XVIII: NOTICES**

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

#### **ARTICLE XIX: HEADINGS**

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

#### **ARTICLE XX: SEVERABILITY**

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

#### **ARTICLE XXI: CONTROLLING LAW**

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

#### **ARTICLE XXII: SUCCESSORS AND ASSIGNS**

- 22.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of Agency.

#### **ARTICLE XXIII: FINDINGS FOR RECOVERY**

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

#### **ARTICLE XXIV: DEBARMENT**

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

#### **ARTICLE XXV: DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

- 25.1 Contractor hereby represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization.” Contractor further represents and warrants that it has provided or will provide such to Agency prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Agreement.

#### **ARTICLE XXVI: EXECUTION**

- 26.1 This Agreement is not binding upon Agency unless executed in full.

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

|                             |                  |
|-----------------------------|------------------|
| Signature of Contractor:    |                  |
| Printed Name of Contractor: | Date of Signing: |

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

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

|                                                             |       |
|-------------------------------------------------------------|-------|
| Legal Services:                                             | Date: |
| Deputy Director, Administration:                            | Date: |
| Director, Ohio Department of Rehabilitation and Correction: | Date: |

## ATTACHMENT TWO: BIDDER PROFILE SUMMARY

**CANDIDATE:** (Insert company name) \_\_\_\_\_

|                                           |                                          |                                       |
|-------------------------------------------|------------------------------------------|---------------------------------------|
| Company:                                  | Contact:                                 |                                       |
| Address:                                  | Phone Number:                            |                                       |
| Project Name:                             | Beginning Date of Project:<br>Month/Year | Ending Date of Project:<br>Month/Year |
| Description of related services provided: |                                          |                                       |

|                                           |                                          |                                       |
|-------------------------------------------|------------------------------------------|---------------------------------------|
| Company:                                  | Contact:                                 |                                       |
| Address:                                  | Phone Number:                            |                                       |
| Project Name:                             | Beginning Date of Project:<br>Month/Year | Ending Date of Project:<br>Month/Year |
| Description of related services provided: |                                          |                                       |

|                                           |                                          |                                       |
|-------------------------------------------|------------------------------------------|---------------------------------------|
| Company:                                  | Contact:                                 |                                       |
| Address:                                  | Phone Number:                            |                                       |
| Project Name:                             | Beginning Date of Project:<br>Month/Year | Ending Date of Project:<br>Month/Year |
| Description of related services provided: |                                          |                                       |

**ATTACHMENT THREE: DECLARATION STATEMENTS**  
**Re: DRC00404, Comprehensive Pharmacy Services for Hocking Correctional Facility**

Failure to complete, and return with the bid, this declaration attachment may deem your bid 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 bid contract for the purchase of goods or services costing more than \$500.00 to an entity listed in those Divisions if a party listed in those Divisions or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee.

B. Individual, Partnership, Association, Estate or Trust

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

C. Corporation or Business Trust

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

**Ohio Ethics and Conflict of Interest Laws Information:** (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.

## 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://www.das.ohio.gov/Eod/AAEEO.htm>

### 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, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODRC. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of 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 Bid must provide the following information for this section for the past seven years. Please indicate yes or no in each column. If the answer to any item is affirmative, the Bidder must provide complete details about the matter on a separate page.

| Yes/No | Description                                                                                                                                                                                                                                                                                                                                                                                        |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | The Bidder has had a contract terminated for default or cause. If so, the Bidder must submit full details, including the other party's name, address, and telephone number.                                                                                                                                                                                                                        |
|        | The Bidder has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Bidder must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident. |
|        | The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.                                                                                                                                                                                                                                           |
|        | Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).                                                                                                                                                                                                                                                                                                   |
|        | The Bidder, any officer of the Bidder, or any owner of a twenty percent (20%) interest or greater in the Bid has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.                                                                                                     |
|        | The Bidder, any officer of the Bidder, or any owner with a twenty percent (20%) interest or greater in the Bid has been convicted of a felony or is currently under indictment on any felony charge.                                                                                                                                                                                               |

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

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

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

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***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 Bid from consideration, such an answer or statement and a review of the background details may result in a rejection of the Bidder's bid, at the sole discretion of the evaluation team.*** The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance on the project, and the best interests of the State.

**DECLARATION STATEMENTS (Continued)**

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

Printed Name and Title: \_\_\_\_\_

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

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

**ATTACHMENT FOUR: COST SUMMARY**  
**Comprehensive Pharmacy Services**  
**Hocking Correctional Facility**

The budgetary allocation for these services has been set at the not to exceed amount of \$122,550.00 for the period of September 1, 2008 through June 30, 2009.

My proposed firm fixed cost for all of the services included in this RFP for the time period of

September 1, 2008 through June 30, 2009 as follows: \$ \_\_\_\_\_

| SERVICE                                                                                                            | COST PER MONTH | NUMBER OF MONTHS | TOTAL COST FOR<br>09-01-2008 through 06-30-2009 |
|--------------------------------------------------------------------------------------------------------------------|----------------|------------------|-------------------------------------------------|
| Comprehensive<br>Pharmacy Services<br>(Inclusive Of All Staffing<br>Necessary to Provide the<br>Required Services) | \$             | X 10 Months      | \$                                              |

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

Printed Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

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

**ATTACHMENT FIVE: PROPOSED CONTRACTOR SCHEDULE FOR SERVICES**

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

SIGNATURE OF CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_