

REQUEST FOR PROPOSAL

RFP NUMBER: DRC00412
DATE ISSUED: February 9, 2009

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

ELECTRONIC INMATE MESSAGING
Furnishing, Installing and Maintaining at Institutions Statewide

INQUIRY PERIOD BEGINS: February 9, 2009

INQUIRY PERIOD ENDS: March 5, 2009

OPENING DATE: March 12, 2009

OPENING TIME: 3:00 PM Eastern Standard Time

OPENING LOCATION: ODRC, Central Office Contracts
770 West Broad Street
Columbus, OH 43222

ATTN: Speranca Szana, Contract Analyst
DRC00412 EIM

This RFP consists of seven (7) 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
- Fussell Stipulation

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 Proposal process:

Name: Randall Booth
Institution: ODRC Central Office, IT Supervisor
Address: 770 West Broad Street
Columbus, OH 43222
Phone: 614-728-1100
Email: randall.booth@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 Proposal, the Offeror 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

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

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

- Access the State Procurement web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find it Fast";
- Select "Doc/Proposal/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 Offeror's representative who is responsible for the inquiry,
 - Name of the prospective Offeror,
 - 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.

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

Offerors may view inquiries using the following process:

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

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

C. Recruitment

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

D. Proposal Deadline and Requirement

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

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

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

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

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

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

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

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

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

E. Waiver of Defects

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

F. Proposal Instructions

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

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

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

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

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PART TWO: RFP TIMEFRAME REQUIREMENTS

II. RFP TIMEFRAME REQUIREMENTS

A. Firm Dates

RFP Issued:	Feb 9, 2009
Inquiry Period Begins:	Feb 9, 2009
Site Visit Reservation, no later than:	Feb 26, 2009
Inquiry Period Ends:	Mar 5, 2009
Proposal Due Date:	Mar 12, 2009 by 3:00 PM Eastern Standard Time
Selection of Proposed Contractor	Mar 25, 2009
Equipment Installation Completion:	Negotiable

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

B. Amendments to Proposals

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

C. Proposal Deadline and Requirement

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

“RFP DRC00412 ELECTRONIC INMATE MESSAGING”

The term of this contract is for one (1) year from date of issue, with two optional two-year renewals by mutual agreement.

This RFP requests qualified Proposers to submit Proposals for furnishing, installing and maintaining the EIM for use in ODRC's correctional institutions.

PART THREE: SITE VISIT

III. SITE VISIT

To arrange a site visit, please contact the **Project Representative**.

A site visit is not mandatory, but is strongly encouraged and available at any of 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.

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 will be provided on request.

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 Proposal 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 Proposals are due at the ODRC.

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PART FOUR: PROVISION OF SERVICES OVERVIEW

IV. OVERVIEW

The Ohio Department of Rehabilitation and Correction (ODRC) is soliciting competitive sealed proposals (Proposals) for Electronic Inmate Messaging (EIM) in institutions statewide. If an acceptable Proposal is made in response to this RFP, ODRC may enter into a contract (the Contract) to have the selected Proposer perform the EIM. This RFP provides details on what is required to submit a Proposal, how ODRC will evaluate the Proposals, and what will be required of the Proposer who executes a Contract (Contractor).

The ODRC requests qualified Proposers to submit Proposals for furnishing, installing and maintaining the EIM for use in ODRC's correctional institutions. By sending messages electronically into the institutions' mail room, the system will provide ODRC the capability to record, monitor, and deliver inmate messages in accordance with normal security protocols. A primary goal is to insure the safety and security of staff, inmates and the public through the use of current technology.

An EIM system will enable ODRC to provide inmates with an alternative for contacting family members, friends, and civic/religious organizations. This program in part will assist in the inmate's eventual release to the community. Electronic messaging has now become a standard form of communication within most American homes and businesses, and it can now be used to help inmates stay connected to their families. Strengthening or re-establishing family ties helps inmates improve the likelihood of a successful re-entry into the community, reducing the potential for recidivism.

The ODRC is responsible for managing the operation of 32 adult correctional institutions located within the State of Ohio. The inmate population numbers approximately 50,600. The institutions vary in level of security and include correctional reception centers, correctional camps and pre-release centers.

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PART FIVE: SCOPE OF SERVICES

V. SCOPE OF SERVICES

Ohio Department of Rehabilitation and Correction (ODRC) has the following objective that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the candidates the Contractor provides are qualified to perform their portions of the Work:

A. The ODRC has a number of technical and equipment needs that it wants the EIM to fulfill. It shall be the Proposer's obligation to meet the following needs:

- Maintain a website for electronic messaging at a cost less than postage;
- Purchase, ship, and install all hardware and equipment necessary for system operation;
- Ship equipment directly to facility mailroom;
- Train all Department staff; be available seven (7) days per week by phone or email for questions and/or training;
- Coordinate any system evaluations, equipment repairs required with manufacturer, and/or training;
- Import, inmate data provided by Department, on a nightly basis;
- Supply daily email reporting all messages in last 24 hours, confirming that each message was processed;
- Supply all messages between an inmate and Customer;
- Add/remove key words at Department request;
- Automatically send out paper and toner in advance of supplies running out; and
- Provide Professional EIM System Training
- Offeror must be able to provide future developments such as, but not limited to, Mail Kiosks, Video Visitation, and E-cards.

B. The Contractor shall be the single point of contact and responsible for all equipment, hardware, software, implementation/installation, wiring, training, maintenance/support, and other system matters, required to meet the scope of this RFP.

C. At no time shall there be a cost to ODRC for the installation, maintenance or replacement, of the EIM system or its components. The Contract shall not result in any costs being paid by ODRC or the State of Ohio (State).

During the Contract term, the Contractor is responsible for replacement of the EIM system in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest.

D. Any contract resulting from this RFP will terminate one (1) year from its effective date.

The ODRC may extend the contract beyond its initial term for two (2) additional two-year periods with the terms and conditions, subject to negotiations at the option of ODRC at the time of the extension. ODRC shall exercise its option to extend by submitting written notice to the Contractor at least 30 days prior to the termination of the initial term.

E. Proposers may be required to provide a demonstration of their proposed solution. The results of any demonstration shall be included in the evaluation of the Proposer in accordance with Section 7 and elsewhere in this RFP.

F. The proposed equipment and software must be in production and installed and in use by one or more customers of the Proposer. Excluding travel expenses for ODRC representatives to attend demonstration(s), the Proposer will be responsible for any costs for such demonstrations.

- G. In responding to this RFP, Proposer represents that Proposer's company possesses the capabilities, hardware, software, and personnel necessary to provide an efficient and successful installation of properly operating equipment and software. Proposer must also ensure continued maintenance and support of the proposed EIM system by Proposer's trained and certified personnel, and available parts, over the term of the contract.
- H. Where the Proposer is not the manufacturer of the equipment a manufacturer's letter of support (sometimes known as a "comfort letter") must be included as part of the response. Content of the letter must mirror the manufacturer's guarantee for the term of the Contract.
- I. The Proposal must include a summary that describes how the Proposer's experience in the IT industry qualifies it to provide the EIM required in this RFP. The Proposer may demonstrate this experience by listing specific projects where similar services to those specified in this RFP were performed.
- J. Proposer is making an important long-term support commitment to ODRC and its long-range communications strategies. Failure to meet any one of these qualifications shall disqualify the Proposer. The Proposer shall explain how it meets each of the following qualifications:
- Proposer shall have been in the IT business for at least five (5) years with a minimum of three (3) years of providing EIM services.
 - Proposer shall demonstrate that it is a viable, going concern by providing annual/year-end financial statements audited by independent, certified public accounts for the previous three (3) years.
 - Proposer shall be a single point of contact for all services required in this RFP.
- K. The schedule for the EIM is given below to assist the Proposer in responding to this RFP. ODRC may change this schedule at any time. If ODRC changes the schedule before the Proposal due date, a notice will be posted on the State Procurement Web site. After the Proposal due date and before the award of the Contract, ODRC will make schedule changes through the RFP amendment process.

The following is the EIM schedule:

RFP Issued:	Feb 9, 2009
Inquiry Period Begins:	Feb 9, 2009
Inquiry Period Ends:	Mar 5, 2009
Proposal Due Date:	Mar 12, 2009, 3PM EST
Selection of Proposed Vendor:	Mar 25, 2009
Equipment Installation Completion:	Negotiable

There are references in this RFP to the Proposal Due Date. Proposers must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Proposals are due and not just the date.

Proposal Format

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

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

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

1. Cover Letter
2. Completed & Signed Declaration Statements, Attachment Three
3. Offeror Profile Summary, Attachment Two
4. Scope of Services
5. Proof of Workers' Compensation
6. Payment Address
7. Completed W-9 IRS Form
8. Signed Copy of Service Contract
9. Copy of DMA Precertification
10. Copy of EEO/AA Plan

1. **Cover Letter.** The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing the same or similar services as requested in this RFP. All services must comply with ACA Standards, any relevant licensure laws and related ODRC policies and protocols. The letter must also include the following:

Minimum Required Response:

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

2. **Completed and Signed Declaration Statements** Attachment Three, to include:

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

The Offeror will provide services that comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODRC security policies, Standard Operating Procedures and

Protocols of the Office of Correctional Healthcare, and ODRC Management Audit Standards and ACA Standards pertaining to the healthcare services specified in this RFQ as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted.

Contract Performance. Attachment Three must be completed for the company or individual submitting the proposal.

Conflict of Interest. Each proposal must include a statement indicating whether the Offeror, or any people that may work on the project through the Offeror, 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 proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict. Attachment Three.

- 3. Offeror Profile Summary.** Using the form provided in Attachment Two, the Offeror must provide a five-year history of all contracts, for which the Offeror is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP. Information provided includes: Company name and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this RFP. Attachment Two may be reproduced as needed to respond to the mandatory requirements and desirable requirements as stated in this RFP.

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

If Ohio licensure is required, any providers proposed at the time of proposal 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 proposal if an Offeror's candidate does not meet the minimum requirements for the position that the Offeror proposed the candidate to fill.

- 4. Scope of Services.** This section must fully describe the Offeror's approach, method and specific steps for providing services. The detailed Proposal must present and explain the Offeror's recommended approach to the project, including method of delivery for the following:

A. Scope of Electronic Inmate Messaging

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

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

See PART V – SCOPE OF SERVICES on pages 8 and 9 for details

Evaluation

References will be contacted for the top-scoring Contractor(s) only. The scores from the written evaluation, reference checks and the information presented at any oral presentation will be used to determine the apparent successful Contractor.

ODRC may at its sole discretion, select the top-scoring firms for oral presentations.

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
System Design	17	0	5	10	15	
System Capabilities	11	0	5	10	15	
Proposer's History of Contract Performance		<3 yrs	3-5 yrs	6-10 yrs	>11 yrs	
IT Business min 3yrs	10	0	5	10	15	
Financial statements past 3 yrs	10	0	5	10	15	
Transition	8	0	5	10	15	
Implementation	8		5	10	15	
Training	8	0	5	10	15	
Installation	7	0	5	10	15	
Testing	7	0	5	10	15	
Maintenance	5	0	5	10	15	
Warranty	5	0	5	10	15	
Proposer Key Personnel	2	0	5	10	15	
Equipment Manufacturer Profiles	2	0	5	10	15	
Total	100					

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

Minimum Required Response:

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

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

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

- 6. Payment Address.** The Offeror must provide an address for payments.
- 7. W-9 Form.** The Offeror must complete a W-9 form in its entirety. At least one original W-9 form must be submitted, completed in blue, not black, ink. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the cover letter, which Proposal is the original. The W-9 form may be accessed and downloaded at the following website: <http://www.irs.gov/faqs/faq12-5.html>
- 8. Signed Copy of Service Contract.** The offeror must complete the following sections of the Contract provided as Attachment One of this RFP and return the original with its proposal. DO NOT FILL IN ANY OTHER SECTIONS OF THE CONTRACT FORM:
- 9. Completed Pre-Certification for Declaration of Material Assistance (DMA)/NonAssistance to Terrorist Organization.** The Contractor must **complete online** and have on file with the Office of Budget Management (OBM), the DMA Pre-Certification Form. The form may be accessed at the following website:

DMA Site

1. <http://www.ohio.gov>
2. At the left hand menu click on:
Ohio Business Gateway
3. In the right hand menu click on:
Login Now or Create an Account
4. Click on:
Create an OBG Username
5. Read *General Terms and Rules for Use* information then at the bottom of the page, if appropriate, click on:
I Agree
6. Read *State of Ohio Electronic Signature* information then at the bottom of the page, if appropriate, enter your initials in the white box.
7. Select either:
I Agree or I Disagree
8. If you selected *I Agree*, complete the registration form that opens up.
9. Click on:
Submit Your Registration
10. If there is an error with your registration it will prompt you to call a number.
11. If there were no errors with your registration it will take you to a new page.
12. Follow the instructions to complete the DMA form.

- 10. Completed Affirmative Action Program Verification Form.** The Contractor must **complete online** and have on file with the DAS Equal Opportunity Division to comply with affirmative action requirements.

EEO AAPV Site

1. <http://www.das.ohio.gov/Eod/aapv.htm>
2. At the bottom of the page click on:
[Click here](#) to submit a NEW Affirmative Action Program Verification Form (**first time applicant**).
3. Set up your User Name and Password call (614) 752-9273 or enter the following:
User Name: eod.customer
Password: #welcome2008
4. Complete the form

Questions/concerns, contact Affirmative Action/EEO Unit at (614) 466-8380

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PART SIX: EVALUATION OF PROPOSALS AND CONTRACT AWARD

VI. EVALUATION OF PROPOSALS 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 an 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 five 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 EIGHT of the RFP.

G. Interviews, Presentations and Demonstrations

The evaluation team may require a 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 \$50,000 or more, or if this contract combined with any other contract(s) that the contractor holds with ODRC will total \$50,000 or more for the 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: PROPOSAL EVALUATION CRITERIA

VII. EVALUATION CRITERIA ELECTRONIC INMATE MESSAGING

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

References will be contacted for the top-scoring Contractor(s) only. The scores from the written evaluation, reference checks and the information presented at any oral presentation will be used to determine the apparent successful Contractor.

Criteria	Weight	Does Not Meet	Meets	SCORE
1. Cover Letter	1	0	1	
2. Completed and Signed Declaration Statements Attachment Three	1	0	1	
3. Offeror Profile Summary, Attachment Two	1	0	1	
4. Scope	1	0	1	
5. Proof of Workers' Compensation Coverage	1	0	1	
6. Payment Address	1	0	1	
7. W-9 Form	1	0	1	
8. Signed Copy of Service Contract	1	0	1	
9. Copy of DMA Precertification	1	0	1	
10. Copy of EEO/AA Plan	1	0	1	

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	Score
System Design	17	0	5	10	15	
System Capabilities	11	0	5	10	15	
Proposer's History of Contract Performance		>3 yrs	3-5 yrs	6-10 yrs	<11	
IT Business min 3yrs	10	0	5	10	15	
Financial statements past 3 yrs	10	0	5	10	15	
Transition	8	0	5	10	15	
Implementation	8		5	10	15	
Training	8	0	5	10	15	
Installation	7	0	5	10	15	
Testing	7	0	5	10	15	
Maintenance	5	0	5	10	15	
Warranty	5	0	5	10	15	
Proposer Key Personnel	2	0	5	10	15	
Equipment Manufacturer Profiles	2	0	5	10	15	
Total	100					

ATTACHMENT ONE: SERVICE CONTRACT

FOR OFFICE USE ONLY:

Contract No.	Fund	ALI
Dept.	Program	OAKS Contractor ID No.

**PURCHASE CONTRACT
BETWEEN THE
OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
AND**

THIS AGREEMENT is made and entered into effective _____ by and between the Ohio Department of Rehabilitation and Correction, _____ (hereinafter collectively referred to as "Agency"), located at _____ and _____ (hereinafter referred to as "Contractor"), located at _____ (hereinafter referred to as "Agreement"/ "Contract");

WHEREAS, Agency desires to engage Contractor to **provide and maintain website for electronic inmate messaging services**;

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

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

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

ARTICLE 1: NATURE OF CONTRACT

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Contract. It is specifically understood that the nature of the services and/or goods to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services and/or goods. Agency thus reserves the right to cancel this Contract should Agency at any time be dissatisfied with Contractor's performance of its duties under this Contract.
- 1.2 Agency enters into this Contract in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall provide services and/or goods and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.

- 1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article VI., Termination of Contractor's Services and/or Goods. All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.
- 1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 If the purchase was not solicited, the Contractor shall provide

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

If solicited, the solicitation (RFP number **DRC00412**) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

- 2.2 The Contractor's Agency contact person for this Contract is _____ who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.
- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.
- 2.4 Contractor Disclosure:
- 2.4.1 The location(s) where all services and/or all goods will be provided:
_____.
- 2.4.2 The location(s) where any state data applicable to the Contract will be maintained or made available:
_____.
- 2.4.3 The principal location of business for the Contractor:
_____.
- 2.4.4 Contractor shall not, during the performance of this Contract, 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 Agency.
- 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 3: TIME OF PERFORMANCE

- 3.1 This Contract 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 Contract shall expire on _____.
- Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 18 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract.
- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13 (campaign contribution), O.R.C. Section 127.16 (controlling board), or O.R.C. Chapter 102 (public officers – ethics).

ARTICLE 4: COMPENSATION

- 4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of \$_____.
- 4.2 The total amount due was computed according to the following payment 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 Invoice Requirements. The Contractor must submit an original invoice with three copies (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
- 4.4.1 The purchase order number authorizing the delivery of goods or services. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.
- 4.5 Payment Due Date. Payments under this Contract will be due on the 30th calendar day after the later of:
- 4.5.1 The date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.
- 4.5.2 The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.
- 4.6 Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval and in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code. It is understood that Section (G) of Rule 126-1-02 does not apply.

ARTICLE 5: CERTIFICATION OF FUNDS

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

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

- 6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.
- 6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.
- 6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.

- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.
- 6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

ARTICLE 7: RELATIONSHIP OF PARTIES

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

ARTICLE 8: RECORD KEEPING

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

ARTICLE 9: RELATED AGREEMENTS

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

ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of, understand, and currently in compliance with 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 Contract 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 11: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.

- 11.3 The O.R.C. section 125.111, requires any Contractor doing business with the state of Ohio to maintain a written affirmative action program addressing employment practices. The law further requires that this plan be filed annually with the Department of Administrative Services, Equal Employment Opportunity Division.
- 11.4 Contractor and any subcontractor shall not engage in discriminatory employment practices. Contractor certifies that it and any subcontractor will comply with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. Contractor and any subcontractor are encouraged to purchase goods and services from certified Minority Business Enterprise and Encouraging Diversity, Growth and Equity vendors.

ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

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

ARTICLE 13: LIABILITY

- 13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint ventures while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 13.2 Contractor shall bear all costs associated with defending Agency and the State of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Contract, general liability insurance with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed 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.
- The requirement to procure general liability insurance may be reduced/waived/self-insured with the prior written consent of the Agency's Division of Legal Services since certain contractors have potentially less or no exposure in liability depending on the nature of their work under the Contract.
- 13.5 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation.

ARTICLE 14: COMPLIANCE WITH LAWS

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

ARTICLE 15: DRUG FREE WORKPLACE

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

ARTICLE 16: CAMPAIGN CONTRIBUTIONS

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

ARTICLE 17: ENTIRE AGREEMENT/WAIVER

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

ARTICLE 18: NOTICES

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

ARTICLE 19: HEADINGS

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

ARTICLE 20: SEVERABILITY

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

ARTICLE 21: CONTROLLING LAW

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

ARTICLE 22: SUCCESSORS AND ASSIGNS

Neither this Contract 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 23: FINDINGS FOR RECOVERY

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

ARTICLE 24: DEBARMENT

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

ARTICLE 25: DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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 Contract. If these representations and warranties are found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 26: FORCE MAJEURE

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

ARTICLE 27: "SWEATSHOP - FREE" PURCHASING

For all state purchases of clothing, Contractor certifies that sweatshops are not being used in the production of that supplier's clothing. Additionally, Contractor certifies that as a supplier of state purchases of clothing, as well as their manufacturers and subcontractors, are in compliance with all applicable laws; including, but not limited to, laws establishing standards for wages, occupational safety and work hours, prohibiting discrimination, harassment or abuse, and recognizing employees' rights to freedom of association and collective bargaining. Consequences for violating this certification may include, but are not limited to, cancellation of the contract, a finding by the Agency that the Contractor/supplier is not a responsible bidder or a determination that the Contractor/supplier is ineligible to receive future contract bid awards.

ARTICLE 28: EXECUTION

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

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

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

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

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

Program Administrator:	Date:
Legal Services:	Date:
Deputy Director, Administration:	Date:
Director, Ohio Department of Rehabilitation and Correction:	Date:

ATTACHMENT TWO: OFFEROR PROFILE SUMMARY

CANDIDATE: (Insert company name) _____

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

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

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

ATTACHMENT THREE: DECLARATION STATEMENTS
DRC00412, ELECTRONIC INMATE MESSAGING

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

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

A. Prohibition

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

B. Individual, Partnership, Association, Estate or Trust

A Contractor that is an individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust shall include in its Proposal an affirmative statement that, as applicable to the Contractor, 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 Contractor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its Proposal an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (J) of the Revised Code.

Ohio Ethics and Conflict of Interest Laws Information: (See Attachment One, Article X)

In accordance with Executive Order 2007-01S, Contractor 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 Contractor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

Equal Employment Opportunity Information:

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

STATEMENT OF COMPLIANCE

The Offeror will provide services that comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODRC security policies, Standard Operating Procedures and Protocols of the Office of Correctional Healthcare, and ODRC Management Audit Standards and ACA Standards pertaining to the healthcare services specified in this RFQ as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted.

DECLARATION STATEMENTS (Continued)

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website: <http://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, Offeror hereby certifies that the above information is true and accurate.

The Offeror agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODRC. Any attempt by the Offeror/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODRC, will be deemed as a default. If a default should occur, ODRC will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

_____ (Company) affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the Agency Project Representative.

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

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

_____ (Company) agrees to above:

DECLARATION STATEMENTS (Continued)

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

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

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

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

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

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

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

Printed Name and Title: _____

Signature: _____

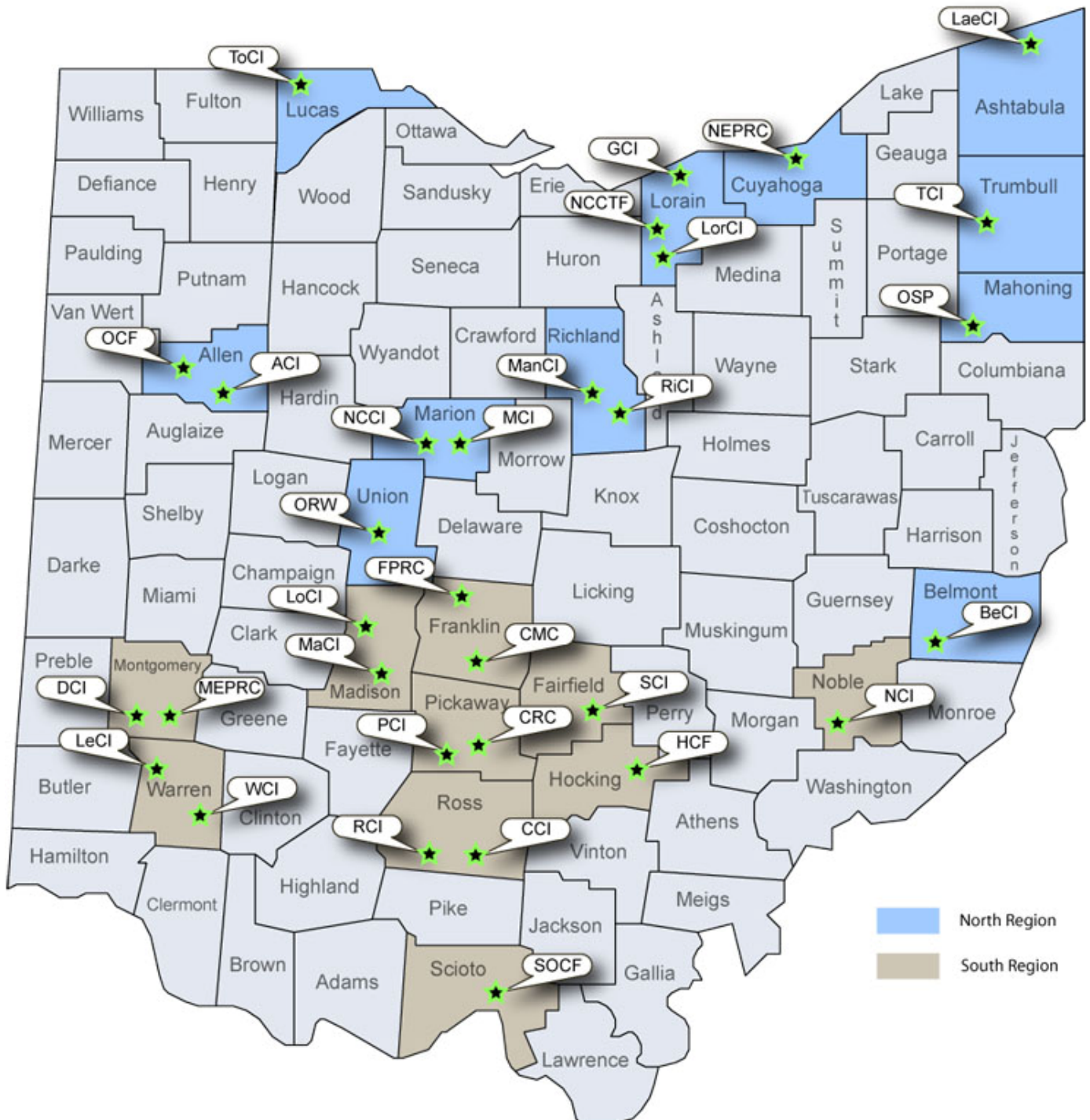
Organization: _____

Date: _____

**ATTACHMENT FOUR: ODRC INSTITUTIONS MAP
ELECTRONIC INMATE MESSAGING**



**Ohio Department of Rehabilitation and Correction
Correctional Institutions Map**



The Department of Rehabilitation and Correction currently has 32 institutions confining approximately 50,000 inmates. Four of those institutions house female inmates -- the [Ohio Reformatory for Women](#), the [Franklin Pre-Release Center](#), the [Northeast Pre-Release Center](#), and the [Trumbull Correctional Camp](#). The [Corrections Medical Center](#) serves as a medical hospital for both genders. The [Oakwood Correctional Facility](#) houses both male and female inmates in need of intensive psychiatric treatment. The remaining institutions house male inmates of varying security levels. Ohio's first "supermax" prison, the [Ohio State Penitentiary](#), opened in Youngstown in April, 1998. Ohio also has two boot camps, one for each gender, aimed at young, first-time, non-violent offenders.

The State of Ohio also has two privately-operated prisons: The [North Coast Correctional Treatment Facility](#) in Grafton and the [Lake Erie Correctional Institution](#) in Conneaut.

North Region

[Allen Correctional Institution \(ACI\)](#)
[Belmont Correctional Institution \(BeCI\)](#)
[Lake Erie Correctional Institution \(LaeCI\)](#)
[Lorain Correctional Institution \(LorCI\)](#)
[Mansfield Correctional Institution \(ManCI\)](#)
[Marion Correctional Institution \(MCI\)](#)
[North Central Correctional Institution \(NCCI\)](#)
[North Coast Correctional Treatment Facility \(NCCTF\)](#)
[Northeast Pre-Release Center \(NEPRC\)](#)
[Oakwood Correctional Facility \(OCF\)](#)
[Ohio Reformatory for Women \(ORW\)](#)
[Ohio State Penitentiary \(OSP\)](#)
[Toledo Correctional Institution \(ToCI\)](#)
[Trumbull Correctional Institution \(TCI\)](#)

South Region

[Chillicothe Correctional Institution \(CCI\)](#)
[Correctional Reception Center \(CRC\)](#)
[Corrections Medical Center \(CMC\)](#)
[Dayton Correctional Institution \(DCI\)](#)
[Franklin Pre-Release Center \(FPRC\)](#)
[Grafton Correctional Institution \(GCI\)](#)
[Hocking Correctional Facility \(HCF\)](#)
[Lebanon Correctional Institution \(LeCI\)](#)
[London Correctional Institution \(LoCI\)](#)
[Madison Correctional Institution \(MaCI\)](#)
[Montgomery Education Pre-Release Center \(MEPRC\)](#)
[Noble Correctional Institution \(NCI\)](#)
[Pickaway Correctional Institution \(PCI\)](#)
[Richland Correctional Institution \(RiCI\)](#)
[Ross Correctional Institution \(RCI\)](#)
[Southeastern Correctional Institution \(SCI\)](#)
[Southern Ohio Correctional Facility \(SOCF\)](#)
[Warren Correctional Institution \(WCI\)](#)

ATTACHMENT FIVE: ODRC INMATE COUNT

DEPARTMENT OF REHABILITATION AND CORRECTION BUREAU OF CLASSIFICATION INMATE COUNT 1/20/2009

INSTITUTION	COUNT	INSTITUTION	COUNT
ALLEN	1,254	MONTGOMERY (MEPRC)	336
ALLEN R.T.U.	53		
TOTAL	1,307		
BELMONT	2,185	NOBLE	2,432
BELMONT CAMP	484		
TOTAL	2,669	NORTH CENTRAL	2,314
CHILlicothe	2,780	NORTH COAST (NCCTF)	643
CHILlicothe R.T.U.	104		
TOTAL	2,884		
CORR. MEDICAL CTR. (CMC) MALE	54	NORTHEAST (NEPRC)	514
CORR. MEDICAL CTR. (CMC) FEMALE	5		
CORR. MEDICAL CTR. (CMC) CADRE	84	OAKWOOD CADRE	45
TOTAL	143	OAKWOOD FEMALE	9
		OAKWOOD MALE	84
CORR. REC. CTR. (CRC) RECEPTION	1,227	TOTAL	138
CORR. REC. CTR. (CRC) CADRE	162		
CORR. REC. CTR. (STO)	185	OHIO REF. WOMEN (ORW)	2,105
CORR. REC. CTR. (CRC) MHU	72	OHIO REF. WOMEN (STO)	28
TOTAL	1,626	OHIO REF. WOMEN (ORW) RECEPTION	340
		ORW CAMP MERIDIAN	22
DAYTON	469	ORW R.T.U.	48
		TOTAL	2,543
FRANKLIN (FPRC)	405		
		OSP (YOUNGSTOWN)	309
GRAFTON	1,254	OSP CAMP	219
GRAFTON CAMP	174	TOTAL	528
GRAFTON R.T.U.	54		
TOTAL	1,482	PICKAWAY	1,815
HOCKING	479	PICKAWAY CAMP	507
		TOTAL	2,422
LAKE ERIE	1,469		
LEBANON	2,459	RICHLAND	2,521
LEBANON CAMP	190		
TOTAL	2,649	ROSS	2,249
		ROSS CAMP	334
LONDON	2,248	TOTAL	2,583
LONDON CAMP	276		
TOTAL	2,524	SOCF (LUCASVILLE)	1,276
LORAIN RECEPTION	1,867	SOCF R.T.U.	103
LORAIN CADRE	108	TOTAL	1,379
LORAIN STO	145		
TOTAL	1,920	SOUTHEASTERN (SCI)	1,527
MADISON MINIMUM	1,112	SOUTHEASTERN (SCI) CAMP REAMS	95
MADISON	985	TOTAL	1,622
MACI YOUTHFUL OFFENDERS	83		
TOTAL	2,180	TOLEDO	821
MANSFIELD	2,038	TOLEDO CAMP	179
MANSFIELD CAMP	391	TOTAL	1,100
TOTAL	2,429		
MARION	1,896	TRUMBULL	887
MARION CAMP	349	TRUMBULL CAMP FEMALE	334
TOTAL	2,245	TRUMBULL R.T.U.	38
		TOTAL	1,259
		WARREN	1,342
		WARREN R.T.U.	49
		TOTAL	1,391
POPULATION TOTAL: 50,605		LAST WEEK'S INMATE COUNT 01/12/09 50,593	
MALE TOTAL: 46,795			
FEMALE TOTAL: 3,810			