

REQUEST FOR PROPOSALS

RFP # 2021-001

SUBSTANCE USE DISORDER TREATMENT & EDUCATION

For

CORRECTIONS COMMISSION OF NORTHWEST OHIO

Deadline:

Tuesday May 11, 2021 at 2:00 p.m. EST

THE CORRECTIONS COMMISSION OF NORTHWEST OHIO IS AN EQUAL OPPORTUNITY EMPLOYER

[Type text]

LEGAL NOTICE  
REQUEST FOR PROPOSAL

Sealed proposals will be received by the Corrections Commission of Northwest Ohio, CCNO facility located at 03151 County Road 2425, Stryker, OH 43557-9418, until 2:00 p.m. EDST on Tuesday, May 11, 2021 and opened immediately thereafter for the provision of the following:

**RFP # 2021-001 Substance Use Disorder Treatment & Education**

The specifications, general conditions and terms of the proposed services are on file for review during normal business hours and may be obtained by sending a request for the RFP to the Corrections Center of Northwest Ohio at 03151 County Road 2425, Stryker, OH 43557-9418. The RFP may also be obtained from the Corrections Center of Northwest Ohio website at [www.ccnoregionaljail.org/Bid\\_Projects.htm](http://www.ccnoregionaljail.org/Bid_Projects.htm).

Proposals shall be submitted to the attention of the Fiscal Manager through the above stated date and time. Proposals should be secured in a sealed envelope with the following clearly marked on the outside of the envelope:

**RFP # 2021-001 – Substance Use Disorder Treatment & Education**

**Corrections Center of Northwest Ohio**

Any questions regarding these specifications can be directed in writing Attention: Kelsey Goebel, Accounts Purchasing Assistant by fax at 419-428-2119 or e-mailed to [kelsey.goebel@noris.org](mailto:kelsey.goebel@noris.org)

**PUBLISHED:            BRYAN TIMES**

**Thursday April 8, 2021**

**Thursday April 15, 2021**

## REQUEST FOR PROPOSALS

Sealed proposals, in accordance with Ohio Revised Code and Corrections Commission of Northwest Ohio's specifications, will be received by The Corrections Commission of Northwest Ohio at 03151 County Road 24.25, Stryker, OH 43557, until 2:30 p.m. Eastern Daylight Time on Tuesday October 16, 2018 and opened immediately thereafter for the following:

### **RFP # 2021-001 – Substance Use Disorder Treatment & Education**

The Specifications, General Conditions and Terms of the RFP are on file for review during normal business hours and may be obtained by contacting the Fiscal Department at the CCNO at 03151 County Road 2425, Stryker, OH 43557. The Specifications, General Conditions and Terms of the RFP may also be obtained from the CCNO website at [www.ccnoregionaljail.org/Bid\\_Projects.htm](http://www.ccnoregionaljail.org/Bid_Projects.htm).

Proposals shall be submitted to the attention of the Fiscal Manager through the above stated date and time. Proposals shall be secured in a sealed envelope with the following clearly marked on the outside of the envelope:

### **RFP # 2021-001 - Substance Use Disorder Treatment & Education**

#### **Corrections Center of Northwest Ohio**

Envelopes shall contain the legal name of the bidder, and a statement that the bidder is a sole proprietor, a partnership, a corporation, or other legal entity. The proposal shall be signed by the person or persons legally authorized to bind the bidder to a contract.

Prior to 2:00 p.m. on Tuesday May 11, 2021, each bid upon submission must be stamped for the time and date received and placed in the safe. The safe is located in the Fiscal Department – Administrative Offices at the CCNO facility.

Each proposal shall be accompanied by a bond issued by a surety company authorized to do business in Ohio, a certified check, a cashier's check or a money order drawn upon a solvent bank or savings and loan association payable to the Corrections Commission of Northwest Ohio, in the sum of ten percent (10%) of the total amount of the bid and conditioned that if the proposal is accepted a contract shall be executed in conformity to the invitation and proposal.

\* Page one of the proposal must include the program recommendations, with descriptions as well as the annual cost.

\* Page two of the proposal must be the bid bond submitted by the contractor.

The Corrections Commission of Northwest Ohio intends to award the contract to the lowest and best bidder. The Corrections Commission of Northwest Ohio has the right to award the contract

not necessarily to the bidder with the lowest price, but to the bidder who demonstrates the best ability to fulfill the requirements of the proposal and whose proposal is determined to be professionally and technically complete.

The Corrections Commission of Northwest Ohio reserves the right to reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to accept any proposal or combination of proposals which is deemed most favorable to the Corrections Commission of Northwest Ohio at the time and under the conditions stipulated.

If, after award of contract, the bidder fails to execute a proper contract, the amount of that bidder's bid security (i.e., the bond, check or money order) shall be forfeited to the Corrections Commission of Northwest Ohio, as stipulated or liquidated damages.

The bid security will be returned to unsuccessful bidders when the contract is awarded by the Corrections Commission of Northwest Ohio or the Corrections Commission of Northwest Ohio rejects all bids. The bid security of the successful bidder will be returned upon the filing of the required performance and payment bond.

The bidder agrees to provide a statement certifying that their personal property taxes have been paid in compliance with the Ohio Revised Code Section 5719.042 – Statement as to delinquent taxes.

Terms of payment shall be as provided in the Specifications.

Questions regarding the RFP must be submitted in writing and directed to Kelsey Goebel, Accounts Purchasing Assistant via USPS, email ([kelsey.goebel@noris.org](mailto:kelsey.goebel@noris.org)), or fax (419-428-2119),

---

Dennis Sullivan  
Executive Director  
Corrections Commission of Northwest Ohio

**NOTICE OF REQUEST FOR PROPOSALS**

**FOR  
SUBSTANCE USE DISORDER TREATMENT & EDUCATION SERVICES  
AT THE  
CORRECTIONS CENTER OF NORTHWEST OHIO**

Notice is hereby given that the CCNO of Northwest Ohio (“Corrections Commission”) is accepting proposals from all interested parties for the provision of Substance Use Disorder Treatment & Education services at the CCNO of Northwest Ohio at 03151 County Road 24.25, Stryker, Ohio 43557, (“CCNO”). The Corrections Commission’s address is 03151 County Road 24.25, Stryker, Ohio 43557, Attention: Accounts Purchasing Assistant, (“Notice Address”). All requests for information, proposals, and other communications must be delivered to the Corrections Commission at the Notice Address either in person; by certified mail, postage prepaid, return receipt requested; or by nationally recognized overnight courier service. The Corrections Commission is not responsible for the failure of any document to be timely delivered either to the Corrections Commission or the bidder. The Corrections Commission will not be deemed to have been given any notice or proposal unless actually received.

The Substance Use Disorder Treatment & Education services to be provided generally include the following positions and job descriptions: Two (2) full-time (40 hours/week) Certified Substance Use Disorder Counselors, to provide Substance Use Disorder education, counseling, treatment services with a trauma component and outreach linkage, One (1) full-time (40 hours/week) Counselor that will provide educational programs (i.e., Thinking for Change, Life Skills, etc.). All counselors must be certified declared competent by the Ohio Chemical Dependency Professionals Board. All services are to be provided to all qualified inmates at CCNO. A more complete description of the services to be provided and the terms and conditions under which the Corrections Commission will execute a contract is contained in the Specifications – Substance Use Disorder Treatment & Education Services (“Specifications”) which can be reviewed in person from 8:30 a.m. to 4:00 p.m., Monday through Friday, at the CCNO or can be obtained by sending a request for the Specifications to the Notice Address, accompanied by a self-addressed, postage prepaid envelope for delivery by U.S. mail.

The specific contract terms must be negotiated upon award of the contract, based upon the Specifications and the proposal. If the successful bidder fails to execute a contract, the amount of its Bid Guaranty must be forfeited to the Corrections Commission. The Bid Guaranty of unsuccessful bidders will be returned upon execution of the contract.

CORRECTIONS COMMISSION OF NORTHWEST OHIO

Substance Use Disorder Treatment & Education RFP # 2021 – 001

General Conditions & Specifications

## 1.00 BACKGROUND

1.01 The Corrections Commission of Northwest Ohio (“Corrections Commissions”) is a multicounty municipal correctional facility organized pursuant to the Ohio Revised Code 307.93. The Corrections Commission operates the Corrections Center of Northwest Ohio (“CCNO”) in Stryker, Ohio. The CCNO is a full-service adult detention facility serving Defiance, Fulton, Henry, Lucas, and Williams counties and Federal/State inmates.

1.02 The Corrections Commission’s address is 03151 County Road 24.25, Stryker, Ohio 43557, Attention: Accounts Purchasing Assistant (“Notice Address”). All requests for information, proposals, and other communications must be delivered to the Corrections Commission at the Notice Address either in person; by certified mail, postage prepaid, return receipt requested; or by nationally recognized overnight courier service. The Corrections Commission shall not be deemed to have been given any notice or proposal unless actually received. All costs incurred by any bidder in connection with a response to the Request for Proposals – Substance Use Disorder Treatment & Education Services at the CCNO will be borne solely by the bidder.

1.03 The CCNO has a capacity of 642 beds, divided as follows:  
512 minimum security beds  
70 medium security beds  
56 maximum security beds to include Administrative Segregation  
6 medical infirmary beds

The average length of stay per inmate (excluding work release) in in 2020 was 36.62 days.

1.04 Substance Use Disorder Treatment & Education Services at the CCNO have been provided by the Corrections Commission since October, 1990.

1.05 The Corrections Commission currently has 165 employees.

## 2.00 PROPOSALS

Any proposal must include the information set forth in this section.

2.01 The proposal must contain:  
(a) The full legal name, type of organization, and state of organization of the bidder.  
(b) The complete mailing address and principal place of business of the bidder.  
(c) The name, title and telephone number of the contact person for the bidder.

- (d) Proposals shall be submitted in duplicate (one ORIGINAL DOCUMENT and one COPY) in a sealed envelope with the following clearly marked on the outside of the envelope: **RFP # 2021-001 – Substance Use Disorder Treatment & Education - Corrections Center of Northwest Ohio.** Envelopes shall contain the legal name of the bidder, and a statement that the bidder is a sole proprietor, a partnership, a corporation, or other legal entity. The proposal shall be signed by the person or persons legally authorized to bind the bidder to a contract.
- (e) The CCNO is a governmental entirety and, therefore, tax exempt. A current Tax Exemption Form will be provided to the bidder upon execution of a contract.
- (f) The Bidder agrees to provide a statement certifying their status as an Independent Contractor, in compliance with the Ohio Revised Code Section 3121.891, which specifies that employers and government entities in the state of Ohio are obligated to report to Ohio Department of Job and Family Services all employees who reside or work in the state of Ohio. The Statement will be provided to the bidder prior to awarding the bid contract

2.02 The proposal must be signed by a person authorized to bind the bidder, and the proposal must contain a certification that the person executing the proposal on behalf of the bidder has such authority.

2.03 The proposal must contain the following information regarding the bidder's history and experience:

- (a) A company profile, including the date of organization, organizational structure, the date bidder first began providing Substance Use Disorder treatment & education services to correctional facilities, and whether the bidder is qualified to do business in the State of Ohio.
- (b) Current Substance Use Disorder contracts, including the clients, dates of contracts, type and size of facilities, reference persons at the facilities, and whether the facilities are accredited.
- (c) Any special achievements or distinctions earned by the bidder in connection with the provision of Substance Use Disorder services.

2.04 The proposal must include the bidder's financial statements for at least the last two (2) fiscal years.

2.05 The proposal must include at least three (3) persons that can be contacted for reference purposes.

2.06 The proposal must briefly describe how on-site Substance Use Disorder Treatment & Education services will be provided. The bidder must demonstrate an understanding of each task. Each task should be identified along with an explanation of

how the bidder plans to approach each task. This explanation must also include a discussion of the bidder's quality assurance and cost containment practices. A restatement of tasks taken from these Specifications will not be considered responsive.

2.07 The proposal must address personnel matters, including recruitment practices, equal employment opportunities, license/certification requirements, staff training and personnel development, orientation, employee assistance program, continuing education, in-service training and performance review.

2.08 The proposal must specifically set forth the levels of staff that will be necessary to provide services described herein. In order to maintain continuity in the bidding process and to ensure comparable staffing arrangements, the Corrections Commission has developed suggested staff positions. Bidders should show staffing levels for each category, specifying projected work hours by either full time equivalents ("FTE"), hours per day or hours per week and the responsibilities of each position. The Corrections Commission reserves the right to negotiate changes or modifications to the proposed staff plan after a bidder has been selected.

2.09 The proposal must specifically set forth the price for all the Substance Use Disorder Treatment & Education services specified herein during the term of the agreement. The proposal may contain alternatives setting forth different levels of services, staffing, and pricing options, but all proposals must cover, at a minimum, the services described herein.

The proposal must include a description of any price adjustment during the initial term of the agreement and any renewal terms, including any formula or formulas for determining the same.

2.10 The proposal must describe any equipment that must be furnished by the Corrections Commission.

2.11 The proposal must be accompanied by a bond issued by a surety company authorized to do business in the State of Ohio, or certified check, cashier's check or money order drawn upon a solvent bank or savings and loan association payable to the Corrections Commission of Northwest Ohio ("Bid Guaranty"), in the sum of ten (10%) percent and conditioned that if the proposal is accepted, a contract must be executed in conformity with these Specifications and the proposal.

2.12 The proposal must include a letter from the bidder's insurance company which states the average annual aggregate losses of the bidder and the maximum total losses for the last five years.

2.13 The proposal may contain such other information as the bidder deems necessary or desirable.

2.14 Any inquiries regarding this Request for Proposal, including these Specifications, must be in writing and delivered to the Corrections Commission at the Notice Address.

2.15 Upon award of the bid, a performance bond in the full amount of the bid price is required.

Any inquiries will be made available to all bidders. If any inquiry requests a clarification or otherwise affects all bidders, the Corrections Commission will issue, in its discretion, either a written clarification or an addendum to these Specifications responding to the inquiry. In addition, the Corrections Commission may issue, in its discretion and / or its own initiative, addenda to these Specifications. Each bidder is responsible for determining that it has received all addenda prior to submitting a proposal.

2.15 The Notice of Request for Proposals for Substance Use Disorder Treatment & Education Services at the CCNO is incorporated by reference into these Specifications as though set forth in its entirety herein.

### 3.00 PROPOSAL EVALUATION AND CONTRACT AWARD

3.01 The Corrections Commission intends to award the contract to the “lowest and best” bidder. The Corrections Commission has the right to award the contract not necessarily to the bidder with the lowest price, but to the bidder who demonstrates the best ability to fulfill the requirements and whose proposal is determined to be professionally and technically complete. Among other things, the Corrections Commission will consider: (a) the skill, expertise and experience of the bidder, as evidenced by information furnished to the Corrections Commission, including statements of the bidders, statements by parties that have contracted with the bidder in the past, and past performance on public contracts; (b) the financial strength of the bidder; and (c) the bidder’s management skills.

3.02 THE CORRECTIONS COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AT ANY TIME, EITHER BEFORE OR AFTER THE OPENING OF PROPOSALS, OR TO AWARD THE CONTRACT IN WHOLE OR IN PART. THE CORRECTIONS COMMISSION RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES, OR NON-MATERIAL OMISSIONS AND ERRORS, AND TO ACCEPT ANY PROPOSAL OR COMBINATION OF PROPOSALS DEEMED MOST FAVORABLE TO THE CORRECTIONS COMMISSION.

3.03 After the evaluation of all complete and responsive proposals, the Corrections Commission will notify all bidders of the name of the successful bidder, if any is selected.

3.04 The specific contract terms must be negotiated upon award of the contract based upon these Specifications and the proposal. The Corrections Commission recognizes that issues may arise during the contracting process that is not specifically addressed in these Specifications. Such issues may be resolved through the contract negotiations. The contract will be prepared by counsel for the Corrections Commission, although the

Corrections Commission will review and consider any standard form of contract requested by the bidder. Any standard form of contract may, but is not required to be, included in the proposal.

3.05 If the successful bidder fails to execute a contract within 45 days after the award of the contract, the amount of the bidder's Bid Guaranty will be forfeited to the Corrections Commission. If the successful bidder fails to execute a contract or indicates an inability or unwillingness to execute a contract, the Corrections Commission reserves the right either to select, in its sole discretion and to the extent permitted by law, another bidder or to rebid the contract.

3.06 The Bid Guaranty of unsuccessful bidders will be returned upon execution or contract.

3.07 At the conclusion of the selection process, the contents of all proposals will be placed in public domain and be open to inspection of interested parties.

3.08 The awarded agency shall seek applicable grant funding for medication-assisted treatment (MAT) and programming opportunities.

Trade secrets or proprietary information that is generally recognized as such and is protected by law may be withheld if clearly identified as such in the proposal.

#### 4.00 SERVICES TO BE PROVIDED

The successful bidder must provide Substance Use Disorder Treatment & Education services and supplies necessary at the CCNO, and assist in developing and implementing policies and procedures designed. The Substance Use Disorder Treatment & Education services and supplies to be provided are described in more detail in the following sections. Schedules for services provided are approved by CCNO.

4.01 The successful bidder will be expected to provide the following services. We are seeking an innovative Substance Use Disorder Treatment & Education program for implementation at the CCNO that is designed to:

- 1) Provide inmates with a basic understanding, through education, on how their Substance Use Disorder effects their mental/physical health issues.
- 2) Assist inmates in understanding the relationship between their Substance Use Disorder and/or trauma to their mental/physical/financial/family etc., problems.
- 3) Assist the inmates to internalize the implications of their continued Substance Use Disorder problems as they relate to their mental/behavior/physical health issues.
- 4) Encourage dual-diagnosed inmate, to confront the reality of their lives, provide for them the means to change, thereby allowing for them the improvement in the quality of their life.

- 5) Develop, implement and evaluate needs assessment instruments to be used for assessing the substance use disorder. Provide data to determine the “success” of in-house programs, community involvement, and recidivism rates.
- 6) Establish measurable treatment goals and objectives with the substance using inmate as approved by CCNO.
- 7) Work closely with CCNO staff in development of release plans to include treatment referrals.
- 8) Make community referrals for inmates, tracking same to determine if the ex-inmate is actively involved in community treatment programs.
- 9) Maintain accurate records for evaluation, reporting, and treatment purposes.
- 10) Assist the courts in clinical assessments and participate in local drug courts as needed and approved by CCNO.
- 10) Must have and provide a copy of appropriate credentials.

4.02 This unique service will have an in-house “insight” component and a post-release “community” component.

4.03 Daily treatment will be presented to groups of inmates to include group and individual counseling by a full time certified counselor.

4.04 For those requesting treatment, prior to release a referral to the appropriate treatment center/service area in the community will be made in coordination with the Counselor/treatment provider at the CCNO.

4.05 Prior to release from CCNO, the treatment staff will make personal and /or telephone contact with the identified community treatment center/agency. The treatment staff will secure linkage to the community treatment center/agency and will work to eliminate obstacles for the inmate’s post release treatment.

- 4.06 The program evaluation component is to consist, at a minimum, of the following:
- (a) Number of inmates enrolled in program/s & type
  - (b) Number of referrals made to communities and type
  - (c) Number of clients entering treatment before as inmate
  - (e) Coordination with outside agencies, to include member drug courts

Monthly, quarterly, semi-annual and annual reports must be submitted to the CCNO Director of Operations and Commander of Programs/Services detailing the above evaluation data; the reports may also address other areas including recommendations for changes and/or problems or issues that need to be resolved.

- 4.07 The unique aspects of this program should address the following issues:
- (a) How certified counselors will have a direct link with all of the Jurisdictions involved in the CCNO consortium

- (b) How the program will provide services to inmates from entry to community referral
- (c) How the assessment is to be completed and by whom data to be collected for verification purposes
- (d) How the program will process referrals to include community agencies and other law enforcement agencies
- (e) How the evaluation component will be conducted, by whom and methodology and data to be provided
- (f) Identification of all outside agencies for linkage purposes and methods for identifying certification with the Ohio Department of Alcohol and Drug Addiction Services
- (h) How the program will be designed to develop self assessment, which skills and tools will be used to bring about individual change in the inmate client
- (i) What cooperative arrangements will be made with outside agencies for a continuum of care component
- (j) How the program will be developed in phases to include Phase I (education, treatment, and individual counseling); Phase II (relapse prevention); and Phase III (community referrals)

4.08 The bidder may seek and obtain reimbursement from third party payers for medical expenses incurred by the bidder in treating any inmates, subject to such rules and regulations with respect thereto as the Corrections Commission may impose. The jurisdiction that is financially responsible for the inmate's health care is entitled to any reimbursement from third party payors for health care expenses for which the bidder is not otherwise responsible pursuant to the terms of its agreement with the Corrections Commission.

#### 5.00 ADDITIONAL REQUIREMENTS

5.01 The bidder must carry professional liability insurance covering all employees of the bidder with an insurance company acceptable to the Corrections Commission in an amount not less than \$1 million per occurrence and \$1 million in aggregate. In addition, the bidder must carry a comprehensive general liability policy with an insurance company acceptable to the Corrections Commission with a combined single limit of not less than \$1 million. The Corrections Commission must be named as an additional insured on all such policies. Each policy must also provide that the insurer will give (and not merely endeavor to give) the Corrections Commission 30 days written notice prior to cancellation. A copy of current certificates of insurance must be maintained on file with the Corrections Commission. Any independent contractors employed by bidder must also carry the types and amounts of insurance set forth in this paragraph.

The bidder must comply with all workers' compensation laws. A copy of the bidder's current workers' compensation certificate must be maintained on file with the Corrections Commission and must be posted in accordance with Ohio law.

The bidder must carry casualty insurance on any of its personal property kept or stored at the CCNO. The requirements applicable to the commercial general liability insurance policies are also applicable to any casualty insurance policy.

5.02 The bidder must comply with all applicable federal, state, and local laws and regulations pertaining to Substance Use Disorder. In addition, the bidder and all employees of the bidder must comply with all rules and regulations established by the Corrections Commission.

5.03 The bidder must adhere to all laws referencing employment and discrimination applicable to the Corrections Commission.

5.04 All prospective employees of the bidder who will be working at the CCNO must pass a comprehensive background review by the Corrections Commission, which background check must include a criminal record check and drug testing. The Corrections Commission reserves the right to deny access to the CCNO to any employee of the bidder who does not meet the established security clearances or obey established rules and regulations. All bidders' personnel at the CCNO will be subject to approval by the Corrections Commission.

In consideration of the sensitive nature of correctional institutions, if the Corrections Commission is dissatisfied with any of the personnel provided under the contract, it may give written notice of such fact and reasons thereof to the bidder and should the problem not be resolved, the bidder must remove the individual/s and continue to provide Substance Use Disorder Treatment & Education services with appropriate personnel until an approved replacement can be found. The Corrections Commission will allow a reasonable amount of time to find a suitable replacement.

5.05 All of the bidder's personnel performing professional Substance Use Disorder Treatment & Education services at the CCNO must be appropriately licensed in the State of Ohio and in each case, hold an unrestricted license. A Professional license verification log for all Substance Use Disorder Treatment & Education personnel must be maintained by the bidder, who upon request must make such log available to the Corrections Commission.

5.06 The bidder's employees must attend orientation classes and training as conducted and provided by the Corrections Commission in accordance with the "Standards for Jails in Ohio" and/or other applicable regulations. This will include a minimum of 40, or the appropriate training as specified by the Corrections Commission. Under certain circumstances, all or part of this requirement may be waived by the Corrections Commission.

5.07 The bidder must be responsible for time and attendance accountability and provide appropriate records to the Corrections Commission upon demand.

5.08 The bidder's employees must safeguard all property of the Corrections Commission. Equipment is to be used only by those trained and qualified in their use and the bidder will be held responsible for damage resulting from negligence or carelessness on the part of the bidder's employees and/or contractors.

5.09 The bidder must pay for all labor-related and overhead costs and expenses, including, but not limited to delivery vehicles, paper supplies, laundry and uniforms (if required) for bidder's employees, workers' compensation, performance bond premiums, taxes and licenses, expenses for employee physical and employment advertising expenses.

5.10 The bidder must furnish monthly itemized invoices as agreed upon by the Corrections commission which must include the average daily attendance per course/phase for the month invoiced. The bidder must keep records of the arresting jurisdiction of each inmate who receives services and prepare a monthly summary by jurisdiction. The bidder must also include the number of referrals made to outside participating agencies and participating ex-inmates.

5.11 The bidder must furnish a performance and payment bond with a surety authorized to do business in Ohio and in a form acceptable to the Corrections Commission as required by Ohio Revised Code 307.89.

5.12 The bidder will provide any financial resources utilized to perform the contract services. If a grant is utilized to offset the cost of services, CCNO will receive a refund for the offset cost(s).

5.13 The Contract will be governed by the law of the State of Ohio. Any future disputes over this Agreement will be heard in a Court of competent jurisdiction in Williams County, Ohio.

## 6.00 OBLIGATIONS OF THE CORRECTIONS COMMISSION

6.01 The Corrections Commission will provide, maintain and repair the space reasonable necessary to provide the services described herein. The Corrections Commission will provide cleaning services, phone services and utilities at the CCNO.

6.02 The Corrections Commission will provide, maintain and repair the following equipment:

- 1) Office furniture – desk, chairs, file cabinets
  - 2) DVDs
  - 3) Television/s
  - 4) Computer/s and Printer/s that are property of the Corrections Commission
- Additional equipment may be provided by the Corrections Commission at the request of the bidder.

6.03 The Corrections Commission will provide security back-up for Substance Use Disorder Treatment & Education service areas.

## 7.00 CONTRACT TERMS

The following terms and conditions, in a form prepared by counsel for the Corrections Commission, must be included in any agreement between the Corrections Commission and the bidder. The agreement may also contain such additional terms and conditions as may be negotiated by the Corrections Commission and the bidder.

### 7.01 Price and Payment

The price for the first twelve (12) months of the agreement must be fixed. All succeeding years will be negotiated.

The Corrections Commission will pay the bidder monthly within thirty (30) days after the receipt of the prior month's invoice.

### 7.02 Term

The term of the agreement must be thirty-six (36) months. The agreement may be renewable for two (2) additional one (1) year terms. The Corrections Commission will not execute an agreement containing an automatic renewal provision of a required notice period in excess of 90 days before the termination date.

### 7.03 Amendment

The agreement must permit the Corrections Commission to amend the agreement during its term to permit a change in the scope of the services in response to circumstances.

### 7.04 Indemnification

The bidder must indemnify, defend and hold the Corrections Commission harmless from and against all injuries, damages, claims, actions, costs or expenses (including attorney's and professional fees and court costs) caused by or arising out of any Substance Use Disorder Treatment & Education service provided by the bidder; any act, omission or statement by the bidder or its officers, directors, shareholders, employees, agents, representatives, licensees or invitee; or the failure by the bidder to comply with any of the terms of the agreement.

### 7.05 Events of Default

The occurrence of any of the following will be an event of default by the bidder:

- (a) The bidder fails to perform or observe any term of condition of the agreement required to be performed or observed by the bidder (7 day grace period after written notice, except in cases of emergency).
- (b) A voluntary or involuntary petition in bankruptcy is filed by or against the bidder or any creditors of the bidder take any action indicating that the bidder is insolvent or generally unable to pay its debts as they become due, all as more specifically set forth in the agreement.
- (c) The bidder is dissolved, liquidated, merged into another entity, acquired by a third party, or ceases to do business.

- (d) Any representation or warranty made by the bidder in the agreement or in any report, certificate, application, financial statement or other instrument furnished by the bidder proves false, misleading, or incorrect in any material respect as the date made.
- (e) A second occurrence of an event of default, regardless of subsequent cure.
- (f) Such other matters and events as are customarily included in similar types of contract.

#### 7.06 Termination

The Corrections Commission shall be entitled to terminate the agreement immediately upon the occurrence of an event of default, to take possession of any personal property and equipment at the CCNO and exercise any other right or remedy available at law or in equity.

The CCNO may terminate the contract without cause at the end of any calendar month of operation by giving not less than ninety (90) days prior notice in writing to the Contractor of the intention to so terminate this agreement, which notices shall be sent via United States certified mail. Upon termination of this agreement, the CCNO will purchase or have a successor food service contractor purchase any remaining usable inventory that the CCNO has not already paid for at the Contractor's cost. There shall be no liability for periods after such termination.

Upon termination of the agreement for any reason, the bidder must turn over to the Corrections Commission as account for all equipment and other property belonging to the Corrections Commission. The bidder must also make available for purchase by the Corrections Commission, at current market rates, all equipment purchased by the bidder and currently in use within the CCNO. The bidder must deliver to the Corrections Commission all data, records and reports concerning the provision of treatment services.

#### 7.07 Research

No research projects involving inmates may be conducted without prior written consent of the Corrections Commission. The conditions under which the research may be conducted must be set forth in writing. The bidder may not publish any findings based on data obtained from the CCNO without the prior written consent of the Corrections Commission.

#### 7.08 Jurisdiction

The agreement will be governed by the laws of the State of Ohio and the bidder must agree to bring any action against the Corrections Commission in Williams County jurisdiction in the State of Ohio.

#### 7.09 Binding Effect

The agreement will be binding upon the successors and assigns of the bidder.

#### 7.10 Assignment

The bidder may not assign the agreement or any monies due or to become due the bidder hereunder without the prior written consent of the Corrections Commission.

7.11 Additional Provision

The agreement will contain such additional provisions as are customary in agreement of this type.

CORRECTIONS COMMISSION OF NORTHWEST OHIO

Substance Use Disorder Treatment & Education RFP # 2021 – 001

Invitation

RFP Request: Substance Use Disorder Treatment & Education

RFP Number: 2021 - 001 RFP Posting Date: April 8, 2021

Sealed proposals will be received until Tuesday May 11, 2021 @ 2:00 p.m. (date/time), then opened.

Kelsey Goebel, Accounts Purchasing Assistant

<b><i>Direct inquiries to:</i></b> Kelsey Goebel (419) 428-3800, ext. 303 kelsey.goebel@noris.org	
<b><i>Bids should be mailed to:</i></b> <b>Accounts Purchasing Assistant</b> Corrections Center of NW Ohio 03151 County Road 2425 Stryker, OH 43557	<b><i>OR hand carried to:</i></b> <b>Fiscal Office</b> Corrections Center of NW Ohio 03151 County Road 2425 Stryker, OH 43557

Bid security is attached, when required, in the amount of 10%.

**BIDDER INFORMATION**

Vendor Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Federal I.D. or Social Security Number: \_\_\_\_\_

Contact Person for Purchases: \_\_\_\_\_

Email address: \_\_\_\_\_

Web site for Internet Purchases: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Toll-free Phone Number: \_\_\_\_\_

Fax Number for Purchases: \_\_\_\_\_

I certify that this formal bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same service, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this formal bid for the bidder. I understand that all information included in this bid is public knowledge.

*Authorized Signature:* \_\_\_\_\_

*Name (typed or printed):* \_\_\_\_\_

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

## Northwest Ohio

03151 County Road 2425  
Stryker, Ohio 43557-9418  
(419) 428-3800  
Administration Fax: (419) 428-2119  
Security Fax: (419) 428-2034  
Community Corrections Fax: (419) 428-5802  
e-mail: ccno@bright.net

To Whom It May Concern:

Recent changes to Ohio law now require employers to report Independent Contractors as new hires. Pursuant to section 3121.891 of the Ohio Revised Code, employers and government entities in the state of Ohio are obligated to report to Ohio Department of Job and Family Services (ODJFS) all employees who reside or work in the state of Ohio.

Ohio Revised Code, section 3121.891 defines an “employee” as “an individual who is employed to provide services for compensation to an employer **and includes an individual who provides services to an employer under contract as an independent contractor and who is an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.**”

This law is now in effect. In addition to the Federal ID number requested on the IRS Form W-9 (Request for Taxpayer Identification Number and Certification), Ohio Revised Code Section 3121.892 requires other specific information for compliance with this legislation. Please complete the form on the reverse side of this letter and return to our Fiscal Office immediately so that our records may be updated.

If you have any questions, please contact the Fiscal Manager at 419-428-2800, ext. 445, or the Account Purchasing Assistant at 419-428-3800, ext. 303.

Sincerely,

Kelsey Goebel  
Accounts Purchasing Assistant  
Corrections Center of NW Ohio

**Ohio Revised Code, Section 3121.891, requires the following information to be reported to the Ohio Department of Job & Family Services for both employees and independent contractors:**

**Please print**

Company Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Independent Contractor Name: \_\_\_\_\_

Date of Birth (Required): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Social Security # (Required): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Above named is:

- Individual** (Soc. Sec. # & Birthdate REQUIRED)
  
- Sole Shareholder of a Corporation**  
(Soc. Sec. # & Birthdate REQUIRED)
  
- Sole Member of a Limited Liability Company**  
(Soc. Sec # & Birthdate REQUIRED)
  
- Not Applicable – NOT an Individual, a Sole Shareholder of a Corporation or a Sole Member of a Limited Liability Company**

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

Date Signed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Please complete this form and return to the Fiscal Office at the above address.**

*Payments will be withheld until this information is returned.*

O.R.C. 5719.042

STATE OF OHIO )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

TO: CORRECTIONS COMMISSION OF NORTHWEST OHIO

The undersigned, being first duly sworn, having been awarded a contract by you for **Substance Use Disorder Treatment & Education – RFP # 2021-001**, hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature – Authorized Officer

\_\_\_\_\_  
Title

Sworn and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

\_\_\_\_\_  
State

\_\_\_\_\_  
Expiration Date