

**Request for Proposals
for
Adoption Services Specialized
Administrative Support Quality Assurance**

RFP NUMBER: R-04-06-0019
DATE ISSUED: August 13, 2003

The Ohio Department of Job and Family Services (ODJFS) is issuing this Request for Proposals (RFP) for the purpose of obtaining one vendor, experienced in child welfare programs, quality assurance methodologies, and program evaluation, to provide quality assurance services for the evaluation of Ohio's Adoption Services program.

CLOSE OF INQUIRY PERIOD:	8:00 a.m., August 25, 2003
PROPOSAL DUE DATE:	3:00 p.m., September 10, 2003
CONTRACTOR AWARD NOTIFICATION:	September 22, 2003
WORK BEGINS (estimate):	December 1, 2003

Bob Taft
Governor

Tom Hayes
Director



30 East Broad Street • Columbus, Ohio 43215-3414
www.state.oh.us/odjfs

August 13, 2003

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP)#: R-04-06-0019, for the purpose of obtaining a vendor to provide specialized quality assurance support for the evaluation of Ohio's Adoption Services program. Once selected, the vendor will assist ODJFS in monitoring and evaluating the effectiveness of the Adoption Services program and assessing compliance with the adoption measures mandated by the Child and Family Service Reviews (CSFR) Final Report. Services to be performed by the selected Quality Assurance vendor will allow ODJFS to continuously improve and enhance the Adoption Services program, thereby reducing the number of children awaiting adoption in Ohio. In addition, the vendor's responsibilities include providing statistical information on various aspects of the Adoption Services program through development of a semi-annual report, providing technical assistance to county and state personnel regarding the statistical information obtained, evaluating short and long term outcomes for various groups, and facilitating adoption-related meetings focusing on improving the Adoption Services program.

It is critical that the selected Quality Assurance vendor work closely with participating adoption program vendors and ODJFS to ensure the success of the Adoption Services program. Those participating vendors include the Ohio Adoption Photo Listing (OAPL) vendor, whose responsibilities include managing, maintaining and further developing the OAPL, and the Marketing vendor whose responsibilities include public awareness and general marketing. The actual effective date for the resulting contract is dependent upon Controlling Board approval and other required funding approvals.

This ODJFS RFP is made available to all interested, qualified vendors through the web site managed by the Ohio Department of Administrative Services (DAS) for State of Ohio procurements. If you are interested in submitting a proposal to ODJFS for this important project, please obtain the RFP through the following Internet process:

- * Access the State Procurement web site at <http://www.ohio.gov/procure>;
- * From the Navigation Bar on the left, select "Find it Fast;"
- * Select "Doc/Bid/Schedule #" as the Type;
- * Enter the RFP Number R-04-06-0019; and
- * Click the "Find it Fast' button.

If you would prefer that a paper copy be mailed or FAXED to you, please send your request via FAX to:

Office of Contract Administration
Ohio Department of Job and Family Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215-3414
FAX: (614) 995-4876

Sincerely,

Thomas J. Hayes
Director

REQUEST FOR PROPOSALS

Adoption Services Specialized Administrative Support
Quality Assurance

RFP #: R-04-06-0019

Issued By:

The Ohio Department of Job and Family Services
Office for Children and Families
255 East Main Street, 3rd Floor
Columbus, Ohio 43215-5222

[August 13, 2003]

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REQUEST FOR PROPOSALS (RFP): Adoption Services Quality Assurance**RFP #: R-04-06-0019****SECTION I. GENERAL PURPOSE AND VENDOR INFORMATION****1.1 Purpose**

The Ohio Department of Job and Family Services (ODJFS) is issuing this Request for Proposals (RFP) for the purpose of obtaining one vendor, experienced in child welfare programs, quality assurance methodologies, and program evaluation, to provide quality assurance services for the evaluation of Ohio's Adoption Services program. Once selected, the vendor will assist ODJFS in monitoring and evaluating the effectiveness of the Adoption Services program and assessing compliance with the adoption measures mandated by the Child and Family Service Reviews (CFSR) Final Report. Specific measures include: 1) at least thirty-two percent of children whose adoptions are finalized attain that finalization within 24 months from latest removal from home; and 2) diligent efforts are made to recruit and retain families who reflect the diversity of the children in foster care and those waiting for adoption.

Services to be performed and information to be gathered by the selected Quality Assurance vendor will allow ODJFS to continuously improve and enhance the Adoption Services program, thereby reducing the number of children awaiting adoption in Ohio. The information will also allow ODJFS to identify areas where corrective action may be required for compliance with CFSR mandates. In addition, the selected vendor's responsibilities include, but may not be limited to: 1) providing statistical information on various aspects of the Adoption Services program through development of semi-annual reports; 2) providing technical assistance to county and state personnel regarding the statistical information obtained; and 3) facilitating and reporting on outcomes of adoption-related meetings focusing on improving the Adoption Services program.

It is critical that the selected Quality Assurance vendor work closely with participating adoption program vendors including the Ohio Adoption Photo Listing (OAPL) vendor, whose responsibilities include managing, maintaining and further developing the OAPL web page and Features Books, and the Marketing vendor whose responsibilities include planning and coordinating the Statewide Adoption and Foster Care Conference.

1.2 Issuing Office

This RFP is released by and the subsequent contract will be with ODJFS. The ODJFS Office for Children and Families (OCF), which will administer the contract, is responsible for state level supervision for children's permanency planning programs. OCF supports communities and those who serve and advocate for children, adults and families in achieving safety, self sufficiency and stability. Through partnerships, OCF promotes solutions that are flexible, accountable, broad-based and diverse.

The contract expected to result from this RFP process will be an agreement between ODJFS and the selected contractor. The Ohio Department of Administrative Services' (DAS) involvement is limited to providing support by publishing this RFP and its related documents on the State of Ohio procurement opportunities web site, which it manages. This consolidated web site is intended to provide vendors of all types with the convenience of a single web site from which to search all procurement opportunities offered by any State of Ohio governmental agency.

DAS is not involved in the development of this RFP, the receipt of vendor responses/proposals, the evaluation of those proposals, contractor selection, or in the development or execution of the contract. If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 1.7, Internet Question and Answer Period; RFP Clarification Opportunity, or 1.9, Communications Prohibited**, of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 4.1, Proposal Submission**. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 4.1 of this RFP.

1.3 Background

It is a philosophical foundation of ODJFS that a permanent family is an inherent right of every child, and that for most children entering the child protection services system the family of choice is the child's birth or kin family. However, at any given time, over 3,500 Ohio children are in the permanent custody of a public children services agency (PCSA) where returning to a birth or kin family is not an option. For the majority of these children in permanent custody, the most viable method for assuring a sense of permanency is through placement in adoptive homes. In Federal Fiscal Year (FFY) 02, over 2,165 children in permanent custody were adopted.

Some of the children waiting to be adopted are living with the families who intend to adopt them but the adoption has not yet been finalized. For others, a permanent home has not yet been found. These children have come from homes where they may have suffered from abuse and/or neglect. Many of the children are older, are African-American, and/or often have brothers and sisters with whom they want to remain. In the vast majority of cases, their months or years in foster care have left an imprint on their self-esteem and emotional security which needs to be addressed.

Child protection services in Ohio are operated by the 88 county PCSAs. ODJFS is responsible for policy development, supervision and the provision of technical assistance to Ohio's PCSAs. Thus, responsibility for the safety and permanency of children entering the system rests primarily with each county PCSA. In instances where it is necessary to seek and receive permanent custody of children, the PCSA or private child placing agency (PCPA), awarded custody has complete parental rights and responsibilities. For the past five years, ODJFS operated a program called AdoptOHIO which provided incentive payments to increase the number of private agencies which developed adoptive families for children in the custody of PCSAs. Due to budgetary constraints, the AdoptOHIO program was restructured beginning this State Fiscal Year (SFY). However, funds will be made available to PCSAs to encourage increased adoptions, specifically for children over the age of ten and for children who can be adopted within 24 months. Many PCSAs will seek to continue collaboration with private agencies.

Recent strides to improve permanency and adoption practices have been made in Ohio and in the nation. Among some of the more recent pieces of legislation and initiatives which govern the adoption of children are:

The Adoption and Safe Families Act of 1997 (ASFA) [PL 105-89]: This act helps to dismantle many barriers that may exist to finding permanent homes for children in foster care. It requires states to avoid foster care drift, moving children into permanent placement more quickly and measuring program success in terms of outcomes rather than process. ASFA intends to address the need to reduce the time children spend in foster care, reduce the disparity in permanency outcomes across racial categories and increase the

placements of children with special needs.

Multi Ethnic Placement Act and Inter-ethnic Adoption Provision of the Small Business Job Protection Act of 1996: These provisions prohibit delays in placing children on the basis of race, color or national origin. Any considerations of race, color or national origin in foster or adoptive placements must be narrowly tailored to advance the child's best interests and must be made as an individualized determination of each child's needs and in light of a specific prospective adoptive or foster care parent's capacity to care for that child. The legislation also requires states to recruit prospective foster and adoptive families which reflect the pool of waiting children.

Adoption 2002 Initiative: This initiative was a result of the federal government's Executive Memorandum on Adoption which was enforced by several provisions of ASFA. It challenged states to double the number of adoptions it achieved in five years (1998-2002). The Executive Memorandum on Adoption and its future iterations established a baseline and set a target for Ohio constituting one of the critical measures for determining adoption success. If Ohio met its targets, it would receive additional funding from the U.S. Department of Health and Human Services. These rates were established at \$4,000 for every qualified child adopted over the FFY 1998 baseline and \$2,000 for every special needs child adopted over the FFY 1998 special needs baseline.

Additional monies have been allocated for the Adoption 2002 Incentive funds. The Department of Health and Human Services is determining a new formula for states eligible for incentive payments.

It is the belief of ODJFS that all factions of the community have a stake and role in the welfare of its children. Thus, it is critical to acknowledge, solicit and facilitate the active participation and support of all community members including: private enterprise, professional, social, auxiliary, civic and charitable associations; religious organizations and entities; government bodies; social service providers; media; and schools.

1.4 Overview of the Project

The Adoption Services program includes an array of innovative, coordinated approaches to address the challenge of finding homes for Ohio's waiting children. Strategies include implementation of child-specific recruitment projects in the three largest metropolitan counties; a faith-based initiative in 25 counties to encourage the religious community to partner with ODJFS in the recruitment and retention of families; and an improved web site and photo listing so that people throughout the state have access to information on the waiting children. The initiative includes extensive efforts in publicizing the needs of waiting children, recruiting families, matching those families to the children who are waiting, and fostering collaboration between public and private agencies.

1.5 Objectives of the Project

The objectives of this project are to:

- A. Monitor and evaluate the effectiveness of the various components of the Adoption Services program to ensure that it is having the intended effect, such as, or including but not limited to compliance with the adoption measures as specified in the CFSR final report;
- B. Continuously improve and enhance the Adoption Services program in an ongoing effort to reduce the number of children awaiting adoption in Ohio;
- C. Facilitate adoption-related meetings with ODJFS and county staff in regards to analysis and evaluation of adoption measures mandated by the CFSR; and

- D. Facilitate other committee meetings related to evaluating and improving adoption policies and practices.

1.6 Anticipated Procurement Timetable

8/13/03	ODJFS Releases RFP to Potential Vendors on DAS Web Site; Q&A Period Opens -RFP becomes active -Vendors may submit inquiries for RFP clarification.
8/25/03	Vendor Q&A Period Closes, 8 a.m. (For inquiries for RFP Clarification) -No further inquiries for RFP clarification will be accepted.
9/1/03	ODJFS provides Final Vendor Q&A Document
9/10/03	DEADLINE FOR VENDORS TO SUBMIT PROPOSALS TO ODJFS (3 p.m.) -This is the proposal opening date, beginning the ODJFS process of proposal review.
9/22/03	ODJFS Issues Contract Award Notification Letter (estimated) -Vendors that submitted proposals in response to this RFP will be sent letters stating whether or not their proposal was accepted for award of the contract.
11/3/03	Controlling Board Review (estimated) -Contract with the selected vendor requires review and approval
12/1/03	Implementation-estimated (Following notification of all contractual and funding approvals) -ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
6/30/05	Contract period ends.
7/1/05-6/30/07	Renewal Period (contingent upon the availability of funds and satisfactory performance of the vendor)

ODJFS reserves the right to revise this schedule in the best interest of the State of Ohio and/or to comply with the State of Ohio procurement procedures and regulations and after providing reasonable notice.

1.7 Internet Question and Answer Period; RFP Clarification Opportunity

Potential vendors may submit clarifying questions regarding this RFP via the Internet during the Question and Answer Period as outlined in Section 1.6, Anticipated Procurement Timetable. Potential vendors may ask RFP clarification questions either via FAX or through the following Internet process:

- * Access the State Procurement web site at <http://www.ohio.gov/procure>;
- * From the Navigation Bar on the left, select "Find it Fast;"
- * Select "Doc/Bid/Schedule #" as the Type;
- * Enter the RFP Number R-04-06-0019; and
- * Click the "Find it Fast' button.

Questions on this RFP must reference the relevant part of the document, the heading for the provision under question, and preferably the page number of the RFP where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, and the company name and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately

reference an RFP provision or location, or which do not include an identification of the originator of the question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date that the Question and Answer Period closes.

ODJFS responses to all inquiries submitted either via the Internet or fax* will be accessible from the Internet web site dedicated to this RFP, for references by all potential vendors. Potential vendors will not receive personalized or individual e-mail responses. Clarifying questions asked and ODJFS responses to them comprise the "ODJFS Question and Answer Document" for this RFP; when possible, ODJFS may post an interim Q & A Document as well as the final version. Vendor proposals in response to this RFP are to take into account any information communicated by ODJFS in the Final Q & A Document for the RFP. It is the responsibility of all potential vendors to check the DAS web site dedicated to this RFP on a regular basis for responses to questions, as well as for any amendments, alerts, or other pertinent information regarding this or any other ODJFS RFP.

Accessibility to the ODJFS Question and Answer Document will be clearly identified on the DAS web site dedicated to this RFP, once that document is made available.

IMPORTANT: Requests from potential vendors for copies of previous RFPs, past vendor proposals, or contracts for this or similar past projects, are requests for public information, and are not clarification questions regarding the present RFP. Public Information Requests (PIRs), submitted in accordance with directions provided in Section 1.9, Communications Prohibited, will be honored, but the posted time frames for ODJFS responses to Internet or faxed questions for RFP clarification do not apply to requests for public information.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in the RFP for the future contract, NOT on details of a current or past related contract. Requirements under a current or past project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFP. If vendors ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers.

There is an established time period for the Vendor Question & Answer process (see Section 1.6, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

* Potential vendors who do not have Internet access may submit RFP clarification questions via fax during the same time period described in Section 1.6, Anticipated Procurement Timetable. Questions may be faxed to (614) 995-4876. Any potential vendor making a fax request must include a return fax number so that ODJFS may reply with the Question and Answer document when it becomes available (i.e., when it is simultaneously posted on the Internet web page for the RFP).

1.8 Vendors' Library

ODJFS recognizes that vendors may not be familiar with some of the documents referenced in this RFP. The following documents are available, via the web, for review by vendors to provide additional information on the Adoption Services Program:

- C Ohio Adoption Photo Listing at <http://www.state.oh.us/odjfs/oapl> and
- C past ODJFS Adoption Services Performance Reports at

<http://www.state.oh.us/odjfs/ocf/publications.stm>

1.9 Communications Prohibited

From the issuance date of this RFP until an actual contract is awarded to a vendor, there may not be communications concerning the RFP between any vendor which expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the Contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.7 above.
2. Any Public Information Request made through the ODJFS Office of Legal Services.
3. As part of an interview necessary for ODJFS to make a final selection.
4. If it becomes necessary to revise any part of this RFP, ODJFS will post the revision on the DAS web site for this RFP, and will attempt to provide notification* of such revisions to all vendors on the original RFP announcement mailing list, as well as anyone participating in the clarification process conducted pursuant to Section 1.7 above; and,
5. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RFP.

* Important Note: Amendments to the RFP or to any documents related to it will be accessible to interested vendors through the original DAS web page established for the RFP. All interested vendors are strongly encouraged to refer to that web page regularly for amendments or other announcements. Failure on the part of ODJFS to notify any vendors of any possible changes or announcements related to this RFP does not absolve the vendors from their responsibility to look for updated information through this web page.

ODJFS is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than the Question and Answer process (the RFP Clarification Opportunity) described in this RFP. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

1.10 Time Frames and Funding Available

ODJFS is seeking to contract with a vendor to provide services as stipulated in this RFP between (approximately) December 1, 2003 and June 30, 2005, subject to approval by the State Controlling Board.

At the sole discretion of ODJFS and upon approval of funds by the State Controlling Board, a two year renewal may be utilized to extend the contract through June 30, 2007. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium, the contract with the selected vendor will be subject to renewal each biennium. Renewal is contingent upon the availability of funds and satisfactory performance of the vendor, as determined by the contract manager.

SECTION II. SCOPE OF WORK AND SPECIFICATIONS OF DELIVERABLES

2.1 Scope of Work

The selected vendor for this project will be required to evaluate the overall effectiveness of the Adoption Services program. Specifically, the vendor will be required to develop, analyze, and complete reports on the characteristics and number of children placed, the length of time to finalization, profiles of families most likely to adopt, and the outcome of recruitment activities that occurred (including faith-based and child specific). The vendor will be required to meet with adoption professionals and families, as well as facilitate group discussions in order to obtain the statistical information required above. The selected vendor should have knowledge of adoption measures related to the Department of Health and Human Services CFSRs, child welfare permanency planning issues and methodologies, and group facilitation. Additionally, vendor proposals submitted in response to this RFP must reflect the vendor's understanding of, and commitment to, perform this Scope of Work fully. The selected vendor will be responsible for the deliverables as described in Section 2.3, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing their proposals, all vendors must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.

2.2 Vendor Qualifications

Vendor proposals must address all the following Minimum Organizational Experience and Capabilities as well as Staff Experience and Capabilities.

A. Minimum Organizational Experience & Capabilities

The vendor shall provide:

1. Information on the background of the company; including any subcontractors; financial capacity; any prior experience relevant to this RFP which must include at least five (5) years experience in child welfare and five (5) years experience in quality assurance services, any prior experience in the field of adoption, if any, and a list of similar projects completed by the firm in the past five (5) years;
2. Names and contact information for at least three entities for which the vendor has performed similar large scale projects; and
3. Specific information on their knowledge-base regarding standard adoption issues and practices, qualifications in performing large group assessments and evidence of evaluating short and long-term outcomes.

B. Staff Experience & Capabilities

The vendor shall:

1. Assign and identify an individual who will serve as the project manager, including:
 - a. The role in the project that the project manager will perform; and
 - b. The minimum qualifications required for that position if not yet filled, or if filled, the project manager's resume, education and experience in the areas described in Section II (Scope of Work and Specifications of Deliverables) of this RFP.

2. Identify all other key positions vendor (including any subcontractors, if applicable) deems key to success of their proposed project;

For each key position, specify:

- a. The role in the project that the key position will perform; and
 - b. The minimum qualifications required for that key position if not yet filled, or if filled, the member's resume, education and experience in the areas described in Section II (Scope of Work and Specifications of Deliverables) of this RFP.
3. Provide a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved; and
 4. Include a current Table of Organization for all staff involved in this project (including vendor's own staff and any subcontractor staff, if applicable) and a chart showing the number of hours devoted to the project by vendor or subcontractor staff. The vendor must provide the percentage of time each key management person will devote to the project.

2.3 Administrative Structures–Proposed Work Plan

Vendors are to include, at minimum, the following administrative structures and technical approach for the proposed work plan. The vendor shall include, at minimum:

- A. An explanation of the vendor's key objectives and technical approach to be implemented for the proposed project, identifying how the proposed approach will meet ODJFS' objectives as stated in Section 1.5 of this RFP. [Note: Vendors are not to simply restate the objectives identified in Section 1.5 of this RFP]; and
- B. A procedure for reporting work completed, and resolution of anticipated problems.

2.4 Specifications of Deliverables

Under terms of the contract, the selected vendor will provide, at a minimum, the following services:

- A. Develop and produce a standard semi-annual statewide report. The report shall include, but not be limited to, the following information:
 1. Statistical data (e.g. the number and type of children placed, the disruption and dissolution rates; the length of time children wait for permanent placement, etc.) by utilizing monthly downloads of Family And Children Services Information System (FACSIS) and other available data;
 2. Statistical updates regarding the types of families who adopt and an evaluation regarding those types of families who adopt (See Deliverable C for more details);
 3. Evaluation of the short and long-term outcomes of the Adoption Services program;

4. The effectiveness, if applicable, of the collaborative efforts that PCSAs establish with private adoption agencies;
 5. Evaluation of the timeliness within which adoptions are occurring;
 6. Identification of gaps in adoption services at the state, regional and local level as well as identification of best practices related to adoption and permanency planning;
 7. Evaluation of the quality of adoption services being provided by the PCSAs by conducting follow-up interviews with potential adoptive families. Include such factors as responsiveness, timeliness, and other means to determine satisfaction. Monitor family satisfaction of the services received through the Help Me Grow line; and
 8. Strategies for continuous improvement.
- B. Develop and produce reports for semi-annual county evaluations (for all 88 Ohio counties) to inform counties of their overall progress in increasing adoptions. The selected quality assurance vendor will organize, analyze, and report these results to ODJFS and county departments of job and family services. (The evaluation process and any necessary evaluation instruments used will be developed by the selected vendor);
- C. Analyze Ohio data on the degree to which the pool of waiting families reflects the pool of waiting children and produce semi-annual written reports on the results of these findings and analyses:
1. Develop a profile of waiting families and of families in finalized cases. Develop a profile of waiting children and children whose cases have been finalized during the review period; and
 2. Identify the number of children requiring services to address medical, psychological and emotional needs;
- D. Semi-annually review, evaluate and produce a report on the effectiveness of the products produced by the OAPL and Marketing vendors including the OAPL web site, Features Books and Statewide Adoption and Foster Care Conference. Specifically, this evaluation should include, but is not limited to, the number of children who are successfully adopted due to their registration in the OAPL web site or Features Books;
- E. Provide Quality Assurance technical assistance to ODJFS on special adoption-related projects including, but not limited to, the evaluation of the effectiveness of the Child Specific Recruitment Project and/or other specialized programs agreed upon by vendor and contract manager. The Quality Assurance vendor will provide technical assistance to county and state personnel related to trends, statistical data, and best practice implementation;
- F. Provide specialized assistance to the six (6) largest PCSAs, those with the greatest number of children in permanent custody with a goal of adoption as reported in FACSIS, or any system utilized by ODJFS, during contract term, (including any renewal period) for reporting and retention of children and family services information;

- G. Facilitate adoption-related meetings with ODJFS and county staff in regards to analysis and evaluation of adoption measures mandated by the CFSRs; and
- H. Facilitate other committee meetings related to evaluating and improving adoption policies and practices.

SECTION III. OTHER REQUIREMENTS

3.1 State Contracts

Proposals must list any current contracts that the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed. Vendors must complete a copy of the Supplemental Contract and EEO Information Document (provided as Attachment C) and include the completed document in the vendor's proposal as specified in Section 4.2 A., 6. of this RFP.

3.2 Interview

Firms submitting proposals may be requested to participate in an in-depth interview as part of the evaluation process. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

3.3 Start Work Date

The selected vendor must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management (OBM). The selected vendor will be notified by the ODJFS project manager when work may begin. Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.

3.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be the responsibility of ODJFS (see Sec. 3.2).

3.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in ORC 1333.61 in their proposals in response to any ODJFS Requests for Proposals (RFPs), Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. After the selection of the vendor, any proposals submitted in response to an RFP are deemed to be public records pursuant to R.C. 149.43. The term "proposal" shall mean both the technical and the cost proposals, if opened, submitted by the vendor, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to any ODJFS RFP, RLB, etc. which make claims of trade secret

information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

3.6 Contractual Requirements

1. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as Attachment A. of this RFP.
2. Many of the terms and conditions contained in the model contract are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model. Any changes are subject to ODJFS review and approval.
3. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds.
4. All aspects of the contract apply equally to work performed by any and all subcontractors.
5. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action.
6. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the Ohio Revised Code (ORC). The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law.
7. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect.

3.7 Travel Reimbursement

Travel is not to be listed separately. Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables.

3.8 Other Sub-Contractors

Any vendor proposing to use a sub-contractor for any part of the work described in this RFP, must clearly identify the subcontractor(s) in their proposal. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, federal tax ID number, and principle place of business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;

3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the vendor is selected; and
5. A statement that the subcontractor has read the RFP and understands the RFP, the nature of the work, and the requirements of the RFP.

3.9 Public Release of Records

Public release of any evaluation or monitoring reports funded under this agreement will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a 30-day period for review and comment.

3.10 Confidentiality

All contracts will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

3.11 Key Personnel

ODJFS may require a clause in the resulting contract regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS.

3.12 Ethical and Conflict of Interest Requirements

1. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.
2. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees.
3. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or refusal by ODJFS to enter into a contract.
4. ODJFS employees and contractors who violate Sections 102.03, 102.04, 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

3.13 Minority Business Enterprise Participation

ODJFS is required by Section 125.081(B) and 123.151 of the ORC to award fifteen percent (15%) of its total procurement to vendors certified as a Minority Business Enterprise (MBE). Ohio certified Minority Business Enterprise is defined in ORC Section 122.71. If the proposal is not submitted by a certified MBE, the vendor is strongly encouraged to subcontract a minimum of fifteen percent (15%) of the total contract price to an Ohio certified MBE. While ODJFS encourages subcontracting with certified MBEs, the presence or absence of a certified MBE subcontractor shall have no impact on the scoring of vendor proposal.

The proposal must clearly indicate the name of the proposed Ohio MBE vendor and the exact nature of the work to be performed under the proposed subcontract. The proposal must include a letter from the proposed MBE, signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, federal tax ID number, and principle place of business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the vendor is selected;
5. A statement that the subcontractor has read the RFP and understands the RFP, the nature of the work, and the requirements of the RFP; and
6. A copy of the Ohio MBE certificate.

A listing of Ohio certified Minority Business Enterprises can be accessed through the Internet at <http://www.state.oh.us/das/gsd/pur/pur.html>

3.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

HIPAA compliance requires, at minimum, that the contractor:

- C shall not use or disclose PHI except as specifically required under the terms of the contract with ODJFS, or as otherwise required under the HIPAA regulations or other applicable law.
- C shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement.
- C shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with the contract or applicable law. In addition, the CONTRACTOR shall mitigate any adverse effects of such a breach to the extent possible.
- C shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the contractor and/or ODJFS agree to the same restrictions and conditions that apply to contractor with respect to the use or disclosure of PHI.
- C shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.
- C shall make PHI available to ODJFS in order for ODJFS to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by ODJFS, incorporate any amendments into the information held by the contractor and ensure incorporation of any such

amendments into information held by its agents or subcontractors.

- C shall make available its internal practices, books and records relating to the use and disclosure of PHI received from ODJFS, or created and received by the contractor on behalf of ODJFS, to ODJFS and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining ODJFS compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto.

- C shall, upon termination of this Agreement, at the option of ODJFS, return to ODJFS, or destroy, all PHI in its possession, and keep no copies of the information except as requested by ODJFS or required by law. If the contractor or its agent or subcontractor destroy any PHI, then the contractor will provide ODJFS with documentation evidencing such destruction. Any PHI maintained by the contractor shall continue to be extended the same as required by HIPAA and ODJFS for as long as it is maintained.

In the event of a material breach of contractor obligations under this section, ODJFS may at its option terminate the contract according to provisions within the contract for termination.

SECTION IV. PROPOSAL FORMAT AND SUBMISSION

4.1 Proposal Submission

The proposal must be prepared and submitted in accordance with instructions found in this Section. One signed original and six (6) copies of the Technical Proposal, along with one signed original and two (2) copies of the Cost Proposal (in a separate sealed envelope) labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR ADOPTION SERVICES ADMINISTRATIVE SUPPORT, QUALITY ASSURANCE RFP#: R-04-06-0019 FROM [VENDOR'S NAME]"** must be received by ODJFS, Office of Contract Administration, no later than 3:00 p.m. on Wednesday, **September 10, 2003**. Proposals received after this date and time will not be reviewed. Material mailed or submitted separate from the proposal packet will not be accepted or added to the proposal by staff of ODJFS. Faxes will not be accepted. Proposals must be addressed to:

**Ohio Department of Job and Family Services
Office of Contract Administration
30 East Broad Street, 32nd Floor
Columbus, Ohio 4315-3414
Attn.: Bid Room**

All submissions must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be added to previous submissions, nor be considered. No confirmations of mailed proposals received will be sent.

For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 32nd Floor. All proposals received on the due date will be accepted at the ODJFS Bid Room (South Conference Room), managed by the Office of Contract Administration, on the 32nd Floor of the Rhodes Tower. **DAS WILL NOT ACCEPT PROPOSALS FOR THIS RFP PROJECT.** ODJFS is not responsible for any proposals delivered to any address other than the address provided above.

Submission of a proposal indicates acceptance by the vendor of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between ODJFS and the vendor selected.

NOTE: Vendors are required to submit one additional copy of their complete technical proposal, including any required or voluntary attachments (with the exception of the Request for Taxpayer Identification, W-9 Form) and one additional copy of the Cost Proposal, including any required or voluntary attachments, each on a separate CD-ROM, in non-re-writeable CD format. PDF format is preferred, but at minimum, documents on the CDs must be readable to ODJFS using standard, commonly available software programs. ODJFS is working towards lessened dependence upon paper records, and the CDs would be used for storage/archiving purposes only, not for purposes of proposal evaluation.

4.2 Automatic Proposal Disqualifiers

- A. Any vendor Technical Proposals found to contain any cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- B. Any trade secret, proprietary, or confidential information (as defined in Section 3.5 of this RFP) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.

4.3 Format for Submission of the Proposal

To be accepted and forwarded to the Proposal Review Committee (PRC), a proposal must include one original and six (6) copies of the Technical Proposal and one signed original and two (2) copies of the Cost Proposal as described in this section. The Technical Proposal must contain all the information as specified and requested for each of the components listed below. The proposal must meet the requirements of Section IV, PROPOSAL FORMAT AND SUBMISSION, to be accepted for further consideration. A sample Technical Proposal Score Sheet is provided as **Attachment B** for vendors to check their proposals for completeness.

The vendor's Technical Proposal must contain the following components (organized in six primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. **Vendors must limit their Technical Proposal (excluding Tab 5 and 6) to 100 pages.** All pages shall be sequentially numbered.

Tab 1	Transmittal Letter
Tab 2	Vendor Qualifications
	Sub-Tab 1 Minimum Organizational Experience & Capabilities
	Sub-Tab 2 Staff Experience & Capabilities
Tab 3	Administrative Structures–Proposed Work Plan
Tab 4	Specifications of Deliverables
	Sub-Tab 1 Deliverable A
	Sub-Tab 2 Deliverable B
	Sub-Tab 3 Deliverable C
	Etc.....
Tab 5	Request for Taxpayer Identification, W-9 Form (Attachment D)
Tab 6	Supplemental Contract and EEO Information Form (Attachment C)

A. Technical Proposal Contents:

The Technical Proposal must address all points outlined in the RFP (excluding any cost information which is to be included in the Cost Proposal). The vendor's Technical Proposal must contain the following components, at minimum:

1. Transmittal Letter (TAB 1)

In this section, the vendor is required to submit a letter (with original signatures in blue ink) which identifies the vendor; the name, title, address, fax and telephone number of the vendor's contact person with authority to answer questions concerning the RFP; and the name, title, address, and telephone number of the vendor's contact person with authority to address contractual issues, including a person with the authority to execute a contract on behalf of the vendor.

2. Vendor Qualifications (TAB 2)

a. Minimum Organizational Experience & Capabilities (Sub-Tab 1)

In this section, the vendor shall demonstrate or provide necessary evidence (in sequential order) to address the qualifications as specified in Section 2.2 A., Minimum Organizational Experience & Capabilities. Responses must demonstrate and document the ability to complete all work identified in Section 2.4, Specifications of Deliverables.

b. Staff Experience & Capabilities (Sub-Tab 2)

In this section, the vendor shall demonstrate significant expertise of staff assigned to key leadership roles for this project; provide necessary profiles and curriculum vitae; and demonstrate or provide necessary evidence (in sequential order) to address the qualifications as specified in Section 2.2, B. Staff Experience & Capabilities.

3. Administrative Structures–Proposed Work Plan (TAB 3)

In this section, the vendor must provide, at minimum, the required administrative structures and technical approach for the proposed work plan as specified in Section

2.3 Administrative Structures–Proposed Work Plan.

4. Specifications of Deliverables (TAB 4)

This section should describe in detail how the vendor proposes to approach the project as described in this RFP, Section 2.1, Scope of Work, and to address each of the deliverables identified in Section 2.4, Specifications of Deliverables, of this RFP.

Vendors should place their responses for each Deliverable identified in Section 2.4 behind separate sub-tabs as described above.

5. Request for Taxpayer Identification Number (W-9) Form (TAB 5)

The vendor must attach this form, which is provided as **Attachment D** of this RFP, completed with an original signature in blue ink.

6. Supplemental Contract and EEO Information (TAB 6)

Vendors are to attach a completed Supplemental Contract and EEO Information Document as specified in Section 3.1, State Contracts, of this RFP. This form is used by vendors to list any current contracts they (and, if applicable, their sub-contractors) may have with State of Ohio agencies and state universities. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the approximate percentage of the project completed. The term, 'current contracts,' refers to any contracts officially awarded to the vendor for which work has not begun, or for work which has not yet been completed or, if work is completed, for which final invoices have not yet been paid by the state. If the vendor has no current contracts with such agencies, the vendor is to state that in the Cost Proposal. The Supplemental Contract and EEO Information Document is provided as **Attachment C** of this RFP.

B. Cost Proposal

The Cost Proposal (one signed original and two (2) copies) must be submitted in a separate, sealed envelope, and labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR ADOPTOHIO QUALITY ASSURANCE RFP#: R-04-06-0019 FROM [VENDOR'S NAME]"**. The sealed envelope containing the Cost Proposal must include an additional copy of the Cost Proposal on a CD-ROM (separate from the Technical Proposal CD-ROM), in non-re-writeable CD format. The above Technical Proposal must not contain cost information, or the entire proposal will be disqualified from further consideration. The Cost Proposal must include a statement that the prices quoted are firm, and must contain the following information:

The Cost Proposal must display the per-deliverable cost for all contract deliverables per SFY 04 and 05 as well as for SFYs 06 and 07 (for renewal purposes), which includes, at minimum, Deliverables A through H, as described in Section 2.4, Specifications of Deliverables.

The Cost Proposal should display cost information explaining each per-deliverable cost. The selected vendor will invoice ODJFS after satisfactory completion of each of the contract

deliverables*, for the cost, as represented on the selected vendor's Cost Proposal, of the deliverable(s) completed. All costs, including staff time and other administrative costs, that will be incurred by the selected vendor in order to successfully accomplish the entire scope of work and project objectives of this RFP, must be included in the vendor's Cost Proposal and be rolled into the costs of one or more deliverables, as appropriate. The sum of the total costs for all deliverables must represent the firm, all-inclusive price for performance of all project work.

This sum total of all of the vendor's proposed deliverable costs (for SFYs 04 and 05) will be the vendor's grand total used in Phase III of the Proposal Evaluation and Selection process, described below in Section V.

*ODJFS may negotiate with the selected vendor for a payment schedule permitting interim payments for certain deliverables, not to exceed the per-deliverable total cost.

SECTION V. CRITERIA FOR PROPOSAL EVALUATION AND SELECTION

5.1 Scoring of Proposals

The Technical Proposal will be reviewed and collectively scored by the Proposal Review Committee (PRC), comprised of employees of ODJFS. Vendors are encouraged to review the Technical Proposal Score Sheet provided as Attachment B to be aware of evaluation criteria. The Proposal Review Committee will collectively evaluate and score proposals in three (3) phases: Phase I: Initial Qualifying Criteria; Phase II: Scoring of the Technical Proposal and Phase III: Consideration of the Cost Proposal.

A. Phase I. Review–Initial Qualifying Criteria:

The vendor's proposal must meet the following Phase I criteria in order to be distributed to the Proposal Review Committee for Phase II review. Any "no" response for the listed Phase I criteria will eliminate a proposal from any further consideration.

1. Was the proposal received by the deadline as specified in the RFP (Sections 1.6 and 4.1)?
2. Did the vendor submit **one signed original and six (6) copies** of the Technical Proposal and a separate sealed Cost Proposal, labeled **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR ADOPTION SERVICES SPECIALIZED ADMINISTRATIVE SUPPORT, QUALITY ASSURANCE RFP#: R-04-06-0019 FROM [VENDOR'S NAME]"**? (Sections 4.1 & 4.2, B.)

B. Phase II. Review–Criteria for Scoring the Technical Proposal

A maximum of **440 points** will be awarded for the Technical Proposal, as outlined in this section. Any proposal which does not meet or exceed **352 points** out of the possible **440 points** will be disqualified from further consideration, and the Cost Proposal will neither be opened nor considered. Only those remaining qualified proposals will proceed to the next level of review, which is the consideration of the Cost Proposal. Scoring on the Technical Proposal will be for the vendor and any extensively used subcontractor. The Technical Proposal will be scored as follows:

The Proposal Review Committee will score the Technical Proposal by reviewing how well the vendor meets the requirements of the statements listed below. The vendor must provide relevant evidence, as discussed in Section II, of meeting the requirements for each statement.

For each evaluation issue, a vendor's response will be rated as one of the following:

"Does Not Meet Expectations"–The response is completely unacceptable or the information is missing altogether. **Score: 0**

"Partially Meets Expectations"–Though an attempt to meet expectation is demonstrated, the attempt is deemed incapable of meeting ODJFS' needs. **Score: 6**

"Meets Expectations"–The vendor proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation. **Score: 8**

"Exceeds Expectations"–The vendor's proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations, **Score: 10.**

C. **Phase III. Review–Consideration of the Cost Proposal**

Only those Technical Proposals which meet or exceed the minimum technical score of **352 points** will proceed to the next level of review, which is the consideration of the Cost Proposal. The PRC will divide the grand total of each qualifying vendor's Cost Proposal (total for SFY 04 plus total for SFY 05) by that vendor's Technical Proposal score. This ratio compares the cost with the quality of the Technical Proposal, to provide an average cost-per-quality point earned on the Technical Proposal.

5.2 **Tie Breaker**

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal, the proposal with the higher score in the technical proposal will prevail.

5.3 **Final Selection**

The PRC will select a vendor whose Technical Proposal, Cost Proposal, and (if applicable) results from the Interview is in the State's best interest to consider. ODJFS may, at its sole discretion, elect to conduct interviews of vendors prior to final selection.

SECTION VI. **PROTEST PROCEDURE**

6.1 **Protests**

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

1. A protest may be filed by a prospective or actual bidder objecting to the award of a contract

- resulting from this RFP. The protest shall be in writing and shall contain the following information:
- a. The name, address, and telephone number of the protestor;
 - b. The name and number of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by ODJFS;
 - e. A statement as to the form of relief requested from ODJFS; and
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
2. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal Services, within the following periods:
- a. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 1.6 of this RFP.
 - b. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the tenth (10th) business day after the issuance of the Letter of Intent to Award the contract.
3. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS's Office of Legal Services after the time periods set forth in Item #2 of this section.
4. All protests must be filed at the following location:
- Chief Legal Counsel
Office of Legal Services
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
6. ODJFS's Office of Legal Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be

considered.

6.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of ODJFS and the PRC, none of the proposals were responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed. Changes in this RFP of a material nature will be provided via the DAS web site dedicated to this RFP. All vendors are responsible for obtaining any such changes without further notice by ODJFS. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds.

Thank you for your interest in this project.

SECTION VII. ATTACHMENTS

- 7.1 A. ODJFS Model Contract**
- B. Technical Proposal Evaluation/Score Sheet**
- C. Supplemental Contract and EEO Information**
- D. Request for Taxpayer Identification Number (W-9) Form**

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES CONTRACT FOR SERVICES

C-04-XX-XXXX

This Contract is entered into by and between the State of Ohio, Department of Job and Family Services (hereinafter "ODJFS") and _____ (hereinafter "CONTRACTOR").

RECITALS:

- A. ODJFS issued a Request for Proposal (hereinafter "RFP") numbered R-__-__-____, and dated _____, 200_.
- B. The ODJFS evaluation committee recommended for award the Proposal of CONTRACTOR dated _____, 200_, (hereinafter "Proposal").

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I - DELIVERABLES

- A. CONTRACTOR agrees to provide the following services, products, etc. (hereinafter "Deliverables") to ODJFS and will report to _____ who is the ODJFS Contract Manager:
- B. CONTRACTOR agrees to furnish its own support staff and services as necessary for the satisfactory performance of the work described in ARTICLE I, Section A, above.
- C. ODJFS may, from time to time as it deems appropriate, communicate specific instructions and requests to the CONTRACTOR concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instruction, the CONTRACTOR agrees to comply with such instructions and fulfill such requests to the satisfaction of ODJFS. 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, and are not intended to amend or alter this Contract or any part thereof. All such instructions and requests will be communicated to the CONTRACTOR by the ODJFS Contract Manager. If the CONTRACTOR believes such instructions or requests would materially alter the terms of this Contract or compensation stated hereunder, CONTRACTOR shall notify the ODJFS Contract Manager pursuant to ARTICLE IV.
- D. CONTRACTOR shall consult with the ODJFS Contract Manager as necessary to assure comprehensive understanding of the work and satisfactory completion thereof.
- E. Ownership of Deliverables:
 - 1. Any Deliverable provided by the CONTRACTOR under this ARTICLE I and any item produced under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. The CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the general public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. ODJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to ODJFS, then CONTRACTOR agrees to and by executing this Contract hereby does assign to ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverable(s) under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by CONTRACTOR prior to or as a result of this Contract or that are generally known and available.
3. If the CONTRACTOR wishes to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract, it may do so only after requesting in writing such inclusion and obtaining written approval from ODJFS prior to including such pre-existing materials. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on the CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, royalty-free license to use, modify, sell, and otherwise distribute all such materials to be so included in the Deliverables under this Contract. Upon request by the CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) the CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any such proprietary notices shall be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for the CONTRACTOR.
4. If the Deliverables of this Contract require the inclusion of third-party proprietary software or operating systems, such third-party software or operating systems must be commercially available to any person, entity, or State and must be considered "off-the-shelf" products with published (catalog/SKU) prices.
5. For computer software developed under this Contract or for proprietary software incorporated into the Deliverables pursuant to the terms of Paragraph 3 of this Section, copies of any source code, object code, documentation, and any other item necessary for the proper operation of a Deliverable (hereinafter "Operational Materials") under this Contract shall be given to ODJFS in conjunction with or prior to the invoicing for payment of any such Deliverable. CONTRACTOR shall include an affirmative statement with every invoice for payment that all applicable Operational Materials for the Deliverable included in that invoice have been delivered to ODJFS. ODJFS shall have no obligation to pay on an invoice until such time as necessary copies of Operational Materials are delivered and the affirmative written statement of the CONTRACTOR is obtained. All software shall conform to documentation.

ARTICLE II – TIME OF PERFORMANCE

- A. Upon approval by the Director of ODJFS and other appropriate agencies, this Contract is in effect from July 1, 2003, or upon execution (as defined in ARTICLE II, Section B), whichever is later, through June 30, 2005, unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date. This Contract may be renewed through June 30, 200_, upon satisfactory completion of Deliverable(s) due hereunder, appropriation by the General Assembly of funds for such, and at the sole discretion of ODJFS. ODJFS shall issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR shall not obligate resources in anticipation of a renewal until such notice is provided.
- B. It is expressly understood by both ODJFS and the CONTRACTOR that this Contract shall not be valid and enforceable until the Director of the Office of Budget and Management first certifies, pursuant to section 126.07 of the Ohio Revised Code, that there is a balance in the appropriation not already obligated to pay existing obligations. The CONTRACTOR hereby expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period prior to the ODJFS Contract Manager notifying CONTRACTOR that the requirements of section 126.07 of the Ohio Revised Code have been met. CONTRACTOR further agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period after the termination date set forth in ARTICLE II, Section A above.

ARTICLE III – COMPENSATION

- A. CONTRACTOR will render detailed invoices in triplicate for the actual cost of work upon completion of Deliverable(s) according to the terms of ARTICLE I of this Contract and the CONTRACTOR's Proposal to: Ohio Department of Job and Family Services, Bureau of Accounts Payable, 30 East Broad Street, 38th Floor, Columbus 43215-3414. All such invoices must contain the following information;
1. CONTRACTOR's name (as it appears on the Contract and Purchase Order);
 2. CONTRACTOR's mailing address and, if applicable, a remit address;
 3. CONTRACTOR's invoice number and the date of the invoice;
 4. Amount and purpose of billing, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours, (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
 5. Contract number and date;
 6. Purchase order number; and
 7. Federal Tax ID Number or Social Security Number.
- B. In consideration of the Deliverables provided pursuant to ARTICLE I of this Contract, ODJFS agrees to pay compensation up to _____ and ___/100 Dollars (\$_____.__) for State Fiscal Year ("SFY") 2004, and up to _____ and ___/100 Dollars (\$_____.__) for SFY 2005. It is expressly understood by ODJFS and CONTRACTOR that the terms of this Contract do not allow total compensation in excess of _____ and ___/100 Dollars (\$_____.__) for the Contract period as set forth in ARTICLE II. CONTRACTOR hereby waives the interest provisions of section 126.30 of the Ohio Revised Code.
- C. It is further understood by CONTRACTOR and ODJFS that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same state fiscal year, cannot establish compensation in excess of \$50,000.00 aggregate, unless prior approval of such contractual terms has been received from the State Controlling Board in accordance with section 127.16 of the Ohio Revised Code.
- D. Subject to the provisions of sections 126.07 and 131.33 of the Ohio Revised Code, which shall at all times govern this Contract, ODJFS represents: (1) that it has adequate funds to meet its obligations under this Contract; (2) that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Contract. However, it is understood by CONTRACTOR that availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODJFS for the payments due hereunder, this Contract is terminated as of the date funding expires without further obligation of the State of Ohio.
- E. It is further understood by CONTRACTOR that compensation under this Contract may be based in whole or in part upon funding sources external to the State of Ohio (e.g., federal funding). Should the external source of the funding be terminated or reduced for reasons beyond the control of ODJFS or the State of Ohio, this Contract shall terminate as of the date the funding expires without further obligation of the State of Ohio.
- F. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to the ODJFS Contract Manager notifying CONTRACTOR that the requirements of section 126.07 of the Ohio Revised Code have been met as set forth in ARTICLE II, Section B, and that ODJFS will not compensate CONTRACTOR for any work performed after the termination date set forth in ARTICLE II, Section A.
- G. ODJFS does not have the ability to compensate the CONTRACTOR for work performed under the Contract after the State of Ohio purchase order for the Contract has been closed. Therefore, the final invoice for compensation of work performed under this Contract must be received by ODJFS, per Section A of this ARTICLE III, not later than ninety (90) days after the date of termination of this Contract. Failure of the CONTRACTOR to submit the final invoice by this deadline shall be deemed a forfeiture by the CONTRACTOR of all remaining compensation pursuant to the Contract.

ARTICLE IV – NOTICES

- A. The Parties agree that, pursuant to ARTICLE I, Sections C and D, communication regarding the Deliverable(s), scope of work, invoice or billing questions, and other day-to-day instructions shall be between CONTRACTOR and the identified ODJFS Contract Manager.
- B. Notices to ODJFS sent by CONTRACTOR concerning changes to the CONTRACTOR's principal place of business, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE XI, and/or any other formal notice regarding this Contract shall be sent to: Deputy Director for Contracts, Ohio Department of Job and Family Services, Office of Contract Administration, 30 East Broad Street, 32nd Floor, Columbus, OH 43215-3414.
- C. Notices to CONTRACTOR sent by ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Contract shall be sent to: _____
- D. All notices in accordance with Sections B and C of this ARTICLE shall be in writing and shall be deemed to be given when received. Such notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE V – SUSPENSION AND TERMINATION; BREACH AND DEFAULT

- A. Notwithstanding other provisions in this ARTICLE V, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- B. Notwithstanding ARTICLE V, Sections A or C, ODJFS may suspend or terminate this Contract immediately upon delivery of written notice to CONTRACTOR if ODJFS has discovered any illegal conduct on the part of CONTRACTOR, any violation of ARTICLE XI of the Contract, loss of funding as set forth in ARTICLE III, Sections D or E, or the filing of a petition in bankruptcy (or similar proceeding) by or against the CONTRACTOR.
- C. Except as provided in Sections A and B of this ARTICLE, after written notice from ODJFS of CONTRACTOR's breach of any of its obligations under this Contract, CONTRACTOR will have thirty (30) calendar days within which to cure any such breach, provided the breach is curable. If the CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may then immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract in the case of breaches that are cured within thirty (30) calendar days, but that are persistent. For purposes of this Section, "persistent" means that ODJFS has notified the CONTRACTOR three (3) times in writing of the CONTRACTOR's failure to meet any of its contractual obligations. The three notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if the CONTRACTOR again fails to meet any contractual obligation. In the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section. In such instances, ODJFS will include in its notice of breach the shorter period for cure that it deems appropriate.
- D. CONTRACTOR, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary and/or appropriate steps to limit disbursements and minimize cost, and 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 accomplished, conclusions resulting therefrom, and such other matters as ODJFS may require. Suspension, termination, or expiration of this Contract will not limit the CONTRACTOR's continuing obligations with respect to Deliverables paid for by ODJFS before termination or limit ODJFS's rights in such Deliverables.
- E. In the event of suspension or termination under this ARTICLE V, CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, for the work performed prior to CONTRACTOR's receipt of notice of suspension or termination. Compensation will be calculated by ODJFS based on the compensation structure set forth in ARTICLE III, less any funds previously paid by or on behalf of

ODJFS, or in the case of services for which the CONTRACTOR charges a flat rate, based on a reasonable percentage of the total services performed as determined by ODJFS, less any funds previously paid by or on behalf of ODJFS.

- F. If ODJFS terminates this Contract for any reason provided in this ARTICLE except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to continue the project that is the subject of this Contract by utilizing another contractor on such commercially reasonable terms as ODJFS and the covering contractor may agree. In such an instance, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section is in addition to any other remedies available to ODJFS pursuant to this Contract.
- G. Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, ODJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all remedies hereinabove mentioned.
- H. If ODJFS or CONTRACTOR fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by ODJFS is not effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI – EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Contract, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The CONTRACTOR will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship. CONTRACTOR certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 C.F.R. Chapter 60.
- B. The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will incorporate the foregoing requirements of this Section in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR and in all of its contracts for any of the work prescribed in this Contract. CONTRACTOR will also require all of its subcontractors to incorporate such requirements in all subcontracts for any part of the work under this Contract.
- C. CONTRACTOR, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The American's with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

ARTICLE VII- RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, or other information, whatever their form, produced by CONTRACTOR under this Contract, and all records, documents, writings, or other information used by CONTRACTOR in the performance of this Contract are treated according to the following terms:

- A. All ODJFS information which, under the laws of the State of Ohio or federal law, is classified as public or as private will be treated as such by CONTRACTOR. Where there is a question as to whether information is public or private, ODJFS will make the final determination.
- B. All CONTRACTOR information which is proprietary will be held strictly confidential by ODJFS. Proprietary information is information which, if made public, would put CONTRACTOR at a disadvantage in the

marketplace and trade of which CONTRACTOR is a part. CONTRACTOR is responsible for notifying ODJFS of the nature of the information prior to its release to ODJFS. Failure to provide such prior notification is deemed to be a waiver of the proprietary nature of the information, and a waiver of any right of CONTRACTOR to proceed against ODJFS for violation of this Contract or of any proprietary or trade secret laws. Such failure shall also be deemed a waiver of trade secret protection in that the CONTRACTOR will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy [see, section 1333.61(D)(2) of the Ohio Revised Code]. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information to be provided. ODJFS will make the final determination as to whether any or all of the information identified by the CONTRACTOR is proprietary or is a trade secret.

- C. All records relating to costs, work performed, and supporting documentation for invoices submitted to ODJFS by CONTRACTOR along with copies of all Deliverables submitted to ODJFS pursuant to this Contract will be retained and made available by CONTRACTOR for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government for a minimum of three (3) years after payment for work performed under this Contract. If an audit, litigation, or other action related to this Contract is initiated during this time period, CONTRACTOR shall retain such records until the action is concluded and all issues have been resolved or the three (3) years end, whichever is later. If appropriate, CONTRACTOR must comply with the requirements of the federal OMB Circular A-87, A-110, A-122, or A-133. CONTRACTOR acknowledges, in accordance with section 149.31 of the Ohio Revised Code, that financial records related to the performance of services under this Contract are presumptively deemed to be public records.
- D. CONTRACTOR agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. CONTRACTOR agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. The terms of this ARTICLE will be included in any subcontracts executed by the CONTRACTOR for work under this Contract. CONTRACTOR agrees that any data made available to CONTRACTOR by ODJFS shall be returned to ODJFS not later than ninety (90) days following the termination of this Contract, and CONTRACTOR shall certify that it retains no copies of source data. CONTRACTOR hereby agrees to current and ongoing compliance with 42 U.S.C. Sections 1320d through 1320-8 and the implementing regulations found at 45 C.F.R. 164.502(e) and 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

ARTICLE VIII – INDEPENDENT CONTRACTOR

CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. CONTRACTOR also agrees that, as an independent contractor, CONTRACTOR assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

ARTICLE IX – LIMITATION OF LIABILITY: CONTRACTOR DUTIES

- A. CONTRACTOR agrees to hold ODJFS, any official or employee of ODJFS acting in his or her official capacity, and the State of Ohio harmless from any and all claims for personal injury resulting from activities in furtherance of the work hereunder. CONTRACTOR will reimburse ODJFS, any official or employee of ODJFS acting in his or her official capacity, and the State of Ohio for any judgments for infringement of patents or copyrights.
- B. ODJFS's liability, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the amount of direct damages incurred by CONTRACTOR, whichever is less. The CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to Chapter 2743 of the Ohio Revised Code, and subject to the limitations set forth in this ARTICLE IX. IN NO EVENT IS ODJFS LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF ODJFS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- C. CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide: prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information along with all reasonable cooperation for the defense of same. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. CONTRACTOR will not permit any lien or claim to be filed or prosecuted against the State of Ohio or ODJFS on account of any labor, services, or materials furnished to CONTRACTOR by any entity in connection with this Contract. Should any such claims become due, the proper officer(s) representing ODJFS may, but is/are not obligated to, pay such claims to the entity furnishing the labor or services and charge the amount of the payment against funds due or to become due to CONTRACTOR pursuant to this Contract.
- E. Neither party shall be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices shall be sent pursuant to ARTICLE IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost by reason of the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by the CONTRACTOR's subcontractor(s) shall be considered controllable by the CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom the CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

ARTICLE X – AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between the parties with respect to all matters herein. This Contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendment(s) to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by both parties and will be effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.
- B. CONTRACTOR agrees that it will neither assign any obligation or interest (including subcontracts) in this Contract nor transfer any obligation or interest in the same (whether by assignment or novation) without the prior written approval of ODJFS and subject to such conditions and provisions as ODJFS may deem necessary. Any such approval by ODJFS of an assignment will not be deemed in any event or in any manner to provide for the incurrence of any obligation by ODJFS in excess of the total agreed-upon compensation of this Contract.

ARTICLE XI – SPECIAL CERTIFICATION MADE BY CONTRACTOR

By executing this Contract, CONTRACTOR certifies and affirms current compliance and agrees to continued compliance with each condition listed in this ARTICLE XI. The CONTRACTOR's certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which ODJFS relied in entering into this Contract:

- A. CONTRACTOR, along with its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree the discharge and fulfillment of its, his, or her functions and responsibilities under this Contract. CONTRACTOR agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her interest to ODJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless ODJFS shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to Chief Legal Counsel, Ohio Department of Job and Family Services, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
- B. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. CONTRACTOR also agrees that it will not solicit an ODJFS employee to violate any ODJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04, 2921.42 of the Ohio Revised Code. CONTRACTOR, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and, that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, CONTRACTOR has filed the statement with the ODJFS Chief Legal Counsel in addition to any other required filings.
- C. No federal funds paid to CONTRACTOR through this or any other agreement with ODJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. CONTRACTOR further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121, and federal regulations issued pursuant thereto and contained in 29 C.F.R. Part 93, 45 C.F.R. Part 93, and Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.
- D. CONTRACTOR is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
- E. Neither CONTRACTOR nor any principal of CONTRACTOR is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 C.F.R. Part 98, 45 C.F.R. Part 76, or other applicable statutes or regulations. If it is ever determined that CONTRACTOR executed this certification knowing that the information was not true, CONTRACTOR shall be considered in default under ARTICLE XI. In addition to any other remedies, this Contract may be terminated pursuant to ARTICLE V, Section B, and ODJFS may advise the appropriate federal agency of the knowingly erroneous certification.
- F. CONTRACTOR is not on the most recent list established by the Ohio Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies CONTRACTOR as having more than one unfair labor practice contempt of court finding.
- G. CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that the CONTRACTOR and the employees of the CONTRACTOR meet child support obligations established under state or federal law. Further, by executing this Contract, CONTRACTOR certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.
- H. CONTRACTOR is in compliance with section 4151.044 of the Ohio Revised Code which requires CONTRACTOR to provide a listing of all available job vacancies to ODJFS. This requirement does not apply when the CONTRACTOR is filling the vacancy within the organization or pursuant to a customary and traditional employer-union hiring arrangement.
- I. CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of job and family services under Chapter 5101 or 5107 of the Ohio Revised Code.

- J. CONTRACTOR certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, CONTRACTOR must immediately notify ODJFS of the disqualification, and CONTRACTOR will immediately cease performance of its obligation hereunder.

- K. CONTRACTOR, its officers, employees, members, any subcontractors, and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The CONTRACTOR will make a good faith effort to ensure that all CONTRACTOR officers, employees, members, and subcontractors will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

ARTICLE XII – CONSTRUCTION

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Contract impossible. Should the removal of such an unenforceable provision render the intended performance under this Contract difficult or nonsensical, but not impossible, the parties shall negotiate in good faith replacement provision(s) in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

ARTICLE XIII – INCORPORATION BY REFERENCE

The Request for Proposal document and the Proposal (*i.e.*, the technical and cost proposals) of the CONTRACTOR are hereby incorporated by reference as part of this Contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal or this Contract, the provisions of this Contract shall be determinative of the obligations of the parties. In the event that the Contract is silent with respect to any inconsistency or ambiguity between the RFP and the Proposal, the RFP shall be determinative in the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

SIGNATURE PAGE FOLLOWS

Remainder of Page Intentionally Left Blank

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signature (Blue Ink Please)

THOMAS J. HAYES, Director
Ohio Department of Job and Family Services

Printed Name

Date

Date

Federal Tax ID or Social Security Number

Address

Address

City, State, Zip

ATTACHMENT B:
TECHNICAL PROPOSAL SCORE SHEET

**Adoption Services Specialized Administrative Support
Quality Assurance RFP#: R-04-06-0019**

Vendor Name: _____ **Date:** _____

PHASE I: Qualifying Criteria for Distribution to Proposal Review Committee

The proposal must meet all of the following PHASE I criteria in order to be considered for further evaluation. Any proposal receiving a “no” response shall be disqualified from further consideration.

ITEM	CRITERIA Any “NO” answer will disqualify the proposal.	RFP SEC. REF.	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	1.6 4.1		
2	Did the vendor submit one original and six (6) copies of their Technical Proposal and a separately sealed Cost Proposal, labeled “NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR ADOPTION SERVICES SPECIALIZED ADMINISTRATIVE SUPPORT, QUALITY ASSURANCE RFP#: R-04-06-0019” ?	4.1 4.3 B.		

PHASE II: Evaluation Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a proposal review committee appointed by ODJFS, Office for Children and Families. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value, as follows:

0 6 8 10
 Does Not Meet Partially Meets Meets Exceeds
 Expectations Expectations Expectations Expectations

The PRC will score the Technical Proposal by reviewing how well the vendor meets the requirements of the statements listed below. The vendor must provide relevant evidence, as discussed in Section II, of meeting the requirements for each statement. For each evaluation issue, a vendor’s response will be rated as one of the following:

“Does Not Meet Expectations”–The response is completely unacceptable or the information is missing altogether. **Score: 0**

“Partially Meets Expectations”–Though an attempt to meet expectation is demonstrated, the attempt is deemed incapable of meeting ODJFS’ needs. **Score: 6**

“Meets Expectations”–The vendor proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation. **Score: 8**

“Exceeds Expectations”–The vendor’s proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations. **Score: 10**

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria.

The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **352 points** (a score which represents that it “meets” all the evaluation criteria) out of a maximum of **440 points**, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
TRANSMITTAL LETTER						
1	The vendor has included a transmittal letter (signed in blue ink) conveying all requested information as specified in the RFP.	4.3 A.,1.				
SCOPE OF WORK						
2	The vendor's proposal demonstrates skill and experience relative to child welfare, large group assessments, evaluation of short and long term outcomes for individuals, groups, agencies, communities and/or systems.	2.1				
3	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
4	The vendor's proposal demonstrates the vendor's knowledge-base regarding the various components of the Adoption Services program.	2.1				
5	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
6	The vendor's proposal identifies key issues and raises valid statistical questions to explore based upon the current and expected Adoption Services program outcome.	2.1				
7	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
8	The vendor's proposal demonstrates a process to produce the results desired by ODJFS related to organizational planning and analysis.	2.1				
9	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
VENDOR QUALIFICATIONS						
MINIMUM ORGANIZATIONAL EXPERIENCE & CAPABILITIES						
10	The vendor has provided information on the background of the company; including any subcontractors; financial capacity; any prior experience relevant to this RFP which must include at least five (5) years experience in child welfare and five (5) years experience in quality assurance services, any prior experience in the field of adoption, if any, and a list of similar projects completed by the firm in the past five (5) years.	2.2 A., 1. 4.3 A., 2., a.				
11	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
12	The vendor has provided the names and contact information for at least three entities for which the vendor has performed similar large scale projects.	2.2 A., 2. 4.3 A., 2., a.				
13	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
14	The vendor has provided specific information on their knowledge-base regarding standard adoption issues and practices, qualifications in performing large group assessments and evidence of evaluating short and long-term outcomes.	2.2 A., 3. 4.3 A., 2., a.				
15	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10

STAFF EXPERIENCE & CAPABILITIES						
16	The vendor has assigned and identified an individual who will serve as the project manager, including: a) the role in the project that the project manager will perform; and b) the minimum qualifications required for that position if not yet filled, or if filled, the project manager's resume, education and experience in the areas described in Section II (Scope of Work and Specifications of Deliverables) of this RFP.	2.2 B.,1. 4.3 A., 2., b.				
17	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
18	The vendor has identified all other key positions vendor (including any subcontractors, if applicable) deems key to success of their proposed project and has specified for each key position: a) the role in the project that the key position will perform; and b) the minimum qualifications required for that key position if not yet filled, or if filled, the member's resume, education and experience in the areas described in Section II (Scope of Work and Specifications of Deliverables) of this RFP.	2.2 B.,2. 4.3 A., 2., b.				
19	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
20	The vendor has provided a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved.	2.2 B.,3. 4.3 A., 2., b.				
21	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
22	The vendor has included a current Table of Organization for all staff involved in this project (including vendor's own staff and any subcontractor staff, if applicable) and a chart showing the number of hours devoted to the project by vendor or subcontractor staff. The vendor has also provided the percentage of time each key management person will devote to the project.	2.2 B.,4. 4.3 A., 2., b.				
23	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
ADMINISTRATIVE STRUCTURES—PROPOSED WORK PLAN						
24	The vendor has provided an explanation of the vendor's key objectives and technical approach to be implemented for the proposed project, identifying how the proposed approach will meet ODJFS' objectives as stated in Section 1.5 of this RFP. [Note: Vendors are not to simply restate the objectives identified in Section 1.5 of this RFP].	2.3 A. 4.3, A.,3.				
25	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
26	The vendor has provided a procedure for reporting work completed, and resolution of anticipated problems.	2.3 B. 4.3, A.,3.				
27	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
28	The vendor's expectations of ODJFS staff and support are reasonable and practicable.					
SPECIFICATIONS OF DELIVERABLES						
29	The vendor has demonstrated how they will develop and produce a standard semi-annual statewide report as specified in the RFP.	2.4 A. 4.3, A.,4.				
30	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
31	The vendor has demonstrated how they will develop and produce semi-annual county evaluations (for all 88 Ohio counties) to inform counties of their overall progress in increasing adoptions; and organize, analyze, and report these results to ODJFS and county departments of job and family services.	2.4 B. 4.3, A.,4.				
ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Doesn't Meet	Partially Meets	Meets	Exceeds
			0	6	8	10
32	The vendor's response to the above description is adequate to meet the needs					

	of ODJFS.					
33	The vendor has demonstrated how they will analyze the degree to which the pool of waiting families reflects the pool of waiting children and produce semi-annual written reports on the results of these findings by: developing a profile of waiting families and of families in finalized cases; developing a profile of waiting children and children whose cases have been finalized during the review period; and identifying the number of children requiring services to address medical, psychological and emotional needs.	2.4 C. 4.3, A.,4.				
34	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
35	The vendor has demonstrated how they will, on a semi-annual basis, evaluate and produce a report on the effectiveness of the products produced by the OAPL and Marketing vendors including the OAPL web site, Features Books and Statewide Adoption and Foster Care Conference, including, but is not limited to, the number of children who are successfully adopted due to their registration in the OAPL web site or Features Books.	2.4 D. 4.3, A.,4.				
36	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
37	The vendor has demonstrated how they will provide Quality Assurance technical assistance to ODJFS on special adoption-related projects including, but not limited to, the evaluation of the effectiveness of the Child Specific Recruitment Project and/or other specialized programs agreed upon by vendor and contract manager as well as technical assistance to county and state personnel related to trends, statistical data, and best practice implementation.	2.4 E. 4.3, A.,4.				
38	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
39	The vendor has demonstrated how they will provide specialized assistance to the six (6) largest PCSAs, those with the greatest number of children in permanent custody with a goal of adoption as reported in FACSIS, or any system utilized by ODJFS, during contract term, (including any renewal period) for reporting and retention of children and family services information.	2.4 F. 4.3, A.,4.				
40	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
41	The vendor has demonstrated how they will facilitate adoption-related meetings with ODJFS and county staff in regards to analysis and evaluation of adoption measures mandated by the CFSRs.	2.4 G. 4.3, A.,4.				
42	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
43	The vendor has demonstrated how they will facilitate other committee meetings related to evaluating and improving adoption policies and practices.	2.4 H. 4.3, A.,4.				
44	The vendor's response to the above description is adequate to meet the needs of ODJFS.					
Column Subtotal of "Does Not Meet" points				0		
Column Subtotal of "Partially Meets" points						
Column Subtotal of "Meets" points						
Column Subtotal of "Exceeds" points						
GRAND TOTAL SCORE						

**ATTACHMENT C
SUPPLEMENTAL CONTRACT AND EEO INFORMATION**

1. Indicate the total number of employees nationwide (including Ohio Office) and the number of Ohio office employees:

Total Number of Employees:	Nationwide	Ohio Offices
% Women:	_____	_____
% Minorities:	_____	_____

2. Identify the number of state contracts and specifics regarding the same the applicant has in effect on this date, or contracts in effect during the previous 24 months, including the names of the contracting state agency, type of services rendered, the percentage or stage of completion of the contract, and the amounts and rates of each contract. This must include any contracts the applicant has with the Ohio Department of Job and Family Services.
(Provide the following information for each contract)

State Agency: _____

Contract Services:

Percent Complete: _____

Amount/Rate: _____

If applicable, Controlling Board Approval Date: _____

Name of Applicant Agency/Organization: _____

3. For each subcontractor proposed to be utilized within your proposal provide the following information:

Name: _____

Address: _____

Work To Be Performed:

Amount / Rate: _____

Percent of Total Project: _____

Total Number of Employees:	Nationwide	Ohio Offices
% Women:	_____	_____
% Minorities:	_____	_____

- Identify the number of state contracts and specifics regarding the same the subcontract has in effect on this date, or contracts in effect during the previous 24 months, including the names of the contracting state agency, type of services rendered, the percentage or state of completion of the contract, and the amounts and rates of each contract. This must include any contracts the subcontractor has with the Ohio Department of Job and Family Services. (Provide the following information for each contract)

State Agency

Contracted Services:

Percent Complete: _____
 Amount/Rate: _____

If applicable, Controlling Board Approval Date: _____

SUPPLEMENTAL INFORMATION HEADER

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplement, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.

Supplement 1

W-9 Form

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do NOT
send to the IRS.**

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. **See instructions on page 2 if your name has changed.**)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Social security number								
			+		+			

OR

Employer identification number								
	+							

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Part III instructions** on page 2.)

Sign Here

Signature ▶

Date ▶

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Writing "Applied For" on the form means that you have already applied for a TIN **OR** that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

Sole Proprietor.—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

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