



Department of
Job and Family Services

John R. Kasich, Governor
Michael B. Colbert, Director

October 17, 2012

Dear Vendor:

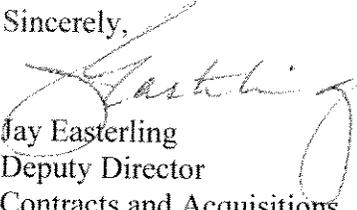
This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Proposal (RFP) number: R-1213-02-8050, Minority Business Outreach Services, for the purpose of identifying one Ohio Minority Business Enterprise to perform in-depth research, outreach, training and comprehensive reporting of findings and outcomes in the field of minority business development. ODJFS is seeking vendors who are experienced in performing targeted outreach and business matching services to Ohio firms that provide personal services, equipment, or goods frequently purchased by ODJFS to support its human or social service programs, health care access/coverage services, or employment-related programs, and are, or may be qualified to become, Ohio-certified Minority Business Enterprise vendors. Only proposals submitted by providers who are currently certified by the Ohio Department of Administrative Services (DAS) as an Ohio Minority Business Enterprise will be considered. Proposals from any other vendors will be disqualified from consideration.

If you are interested in submitting a bid for this important project, please obtain the RFP through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. If you experience problems opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at the following telephone number:

ODJFS, Office of Legal and Acquisition Services
30 East Broad Street, 31st Floor, Suite 3150
Columbus, Ohio 43215-3414
PH: (614) 728-5693

Responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RFP. Thank you for your attention to this request.

Sincerely,


Jay Easterling
Deputy Director
Contracts and Acquisitions

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider

Minority Business Outreach Services

RFP: JFSR1213028050

Ohio Department of Job and Family Services

Minority Business Outreach Services RFP

RFP: JFSR1213028050

TABLE OF CONTENTS:

SECTION I. GENERAL PURPOSE

1.1	Purpose.....	1
1.2	Background.....	2
1.3	Overview of the Project.....	2
1.4	Objectives of the Project.....	3

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1	Anticipated Procurement Timetable.....	3
2.2	Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity.....	4
2.3	Communication Prohibitions.....	5
2.4	Program Resource Library.....	6

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

3.1	Mandatory Vendor Qualifications.....	6
3.2	Organizational Experience and Capabilities.....	7
3.3	Staff Experience and Capabilities.....	7

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1	Scope of Work.....	8
4.2	Number of Participants.....	8
4.3	Administrative Structures—Proposed Work Plan.....	8
4.4	Specification of Deliverables.....	9
4.5	Selected Vendor Compensation Schedule.....	9

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1	Proposal Submission Information.....	10
5.2	Format for Organization of the Proposal.....	10
	A. Overall Proposal Organization.....	12
	B. Technical Proposal Details.....	13
	C. Cost Proposal.....	15
	D. Vendor Disqualifiers For Proposal Errors.....	15

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1	Scoring of Proposals.....	16
	A. Phase I. Review—Initial Qualifying Criteria.....	16
	B. Phase II. Review—Criteria for Scoring the Technical Proposal.....	16
	C. Phase III.—Criteria for Considering the Cost Proposal.....	17
6.2	Review Process Caveats.....	17
6.3	Final Vendor Recommendation.....	18
6.4	Tie Breaker.....	18

SECTION VII. PROTEST PROCEDURE

7.1 Protests.....18
7.2 Caveats.....19

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

8.1 State Contracts.....19
8.2 Interview.....19
8.3 Start Work Date.....19
8.4 Proposal Costs.....19
8.5 Trade Secrets Prohibition; Public Information Disclaimer.....19
8.6 Contractual Requirements.....20
8.7 Travel Reimbursement.....21
8.8 Minority Business Enterprise.....21
8.9 Subcontractor Identification and Participation Information.....21
8.10 Public Release of Evaluations and/or Reports.....22
8.11 Confidentiality.....22
8.12 Key Personnel.....22
8.13 Ethical & Conflict of Interest Requirements.....22
8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements.....22
8.15 Waiver of Minor Proposal Errors.....23
8.16 Proposal Clarifications.....23
8.17 Contractual Requirements and Prevailing Wage Requirements.....23
8.18 Unresolved Findings for Recovery (R.C. 9.24).....23
8.19 Mandatory Contract Performance Disclosure.....23
8.20 Mandatory Disclosures of Governmental Investigations.....24
8.21 Mandatory Disclosures of Work Location.....24
8.22 Vendor Selection Restriction.....24
8.23 Ohio Presence Consideration.....24
8.24 Prohibition Against Services Performed Outside the United States.....24
8.25 Proposal Submissions As Public Record.....24

SECTION IX. ATTACHMENTS AND THEIR USES

A. Required Vendor Information and Certifications.....25
B. ODJFS Model Contract.....25
C. Technical Proposal Score Sheet.....25
D. Cost Proposal Form.....25

**ODJFS REQUEST FOR PROPOSALS (RFP):
Minority Business Outreach Services**

RFP: JFSR1213028050

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) is soliciting proposals from currently certified Ohio Minority Business Enterprise (MBE) vendors to assist ODJFS with achieving fifteen (15%) percent or greater minority contracting participation, as required by 123:151 and 125:081 of the Ohio Revised Code (ORC), by providing business outreach and certification assistance to minority vendors who are/or can become qualified to bid for future contracting opportunities with ODJFS. The vendor selected through this Request for Proposals (RFP) also will be required to provide a comprehensive final report on work performed, including, at minimum: a description of the steps taken; an explanation of successes as well as obstacles, responses, and outcomes; a list of new potential vendors; and a detailed accounting of range and scope of the vendor base appropriately qualified and experienced to successfully contract with ODJFS.

ODJFS releases this RFP for the purpose of entering into a contract with one certified MBE vendor to perform targeted outreach and business matching services to Ohio firms that (1.) provide personal services, equipment, or goods frequently purchased by ODJFS to support its human or social service programs, health care access/coverage services, or employment-related programs, and (2.) are, or may be qualified to become, Ohio-certified MBEs. The selected vendor will assist minority-owned firms offering services or goods corresponding with ODJFS needs in the process of becoming certified as a minority business enterprise through the Department of Administrative Services. ODJFS is seeking vendors who are experienced in performing in-depth research, outreach, training and comprehensive reporting of findings and outcomes in the field of minority business development. Only proposals submitted by providers who are currently certified by the Ohio Department of Administrative Services (DAS) as an Ohio Minority Business Enterprise will be considered. Proposals from any other vendors will be disqualified from consideration.

1.2 Background

ODJFS is committed to compliance with Executive Order 2008-13S regarding state agencies' responsibility to include minority-owned, and socially and economically disadvantaged businesses in government purchasing and contracting opportunities, and with sections 123:151 and 125:081 of the Ohio Revised Code (ORC), regarding the manner in which it purchases the materials, supplies, and services it needs in order to fulfill its duties. To the extent that any agency of the state, other than the department of administrative services, the legislative and judicial branches, boards of elections, and the adjutant general, is authorized to make purchases, the agency shall set aside a number of purchases, the aggregate value of which equals approximately fifteen per cent of the aggregate value of such purchases for the current fiscal year for competition by minority business enterprises only. The procedures for such purchases shall be the same as for all other such purchases made by the agency, except that only minority business enterprises certified by the equal employment opportunity coordinator in accordance with rules adopted under division (B)(1) of section [123.151](#) of the Revised Code shall be qualified to compete.

In today's difficult economic climate, the pressures on families are greater than ever. To help Ohio's families find solutions to their temporary challenges, ODJFS offers a wide range of assistance. This includes unemployment compensation, health care, cash assistance, food assistance, child care, child support enforcement and administration, and employment and training assistance.

ODJFS develops and oversees programs and services designed to help Ohioans become self-sufficient, responsible citizens and neighbors through education, employment, job skills, and training. Other ODJFS programs help to ensure a safe and healthy environment for individuals and families who need help caring for their basic needs. ODJFS is a \$16.8 billion agency with almost 4,000 employees statewide. We are present in every county and touch practically every community in Ohio.

ODJFS strives to enhance the quality of life for Ohioans by supporting the delivery of health and human services programs. With our county partners, we are a statewide family network, and our business is providing solutions to people's temporary challenges. Those challenges may take months or even years to resolve, but our mission is to help empower those who are vulnerable, to enhance their capacity to overcome barriers, to care for their children, and to lead happy, productive lives.

1.3 Overview of the Project

The selected vendor will work with the contract manager to get a clear understanding of ODJFS services provided to Ohioans and the requirements that are necessary for vendors to successfully apply for future contracting opportunities with ODJFS. The selected vendor will provide outreach to locate business that have the required qualifications necessary to perform contract work with ODJFS. The selected vendor will assist the business with becoming certified as a minority business enterprise through the Department of Administrative Services. The selected vendor will compile a list of all qualified businesses for ODJFS future use. At the end of the project, the selected vendor will provide ODJFS with a comprehensive report detailing the steps taken, results and any obstacles encountered through their efforts. Included in the final report will be a detailed description of why vendors may not want to become certified or submit proposals for possible contract opportunities and why they do not care to participate. The results of the selected vendor's efforts will enable ODJFS to successfully meet the required fifteen percent (15%) of ODJFS' eligible budget of purchase and contract dollars from certified minority vendors, as required by law. Currently the DAS certified MBE list is heavily weighted with Information Technology and Construction vendors. The ODJFS focus for this project is to develop a larger selection of vendors with expertise in social services; employment, employer, training and

workforce development services; medical, health care coverage and actuarial services; and community organizers, program developers and evaluators, trainers, researchers, and consultants.

1.4 Objectives of the Project

The goal of the work described in this RFP is to enlarge the pool of Ohio minority vendors that offer services or goods often purchased by ODJFS and that could successfully compete for contract work with ODJFS. By increasing the vendor base, ODJFS expects to successfully achieve and exceed the required fifteen (15%) percent set-aside of eligible purchases with certified minority vendors. The selected vendor will provide services to increase Ohio minority business-owners' awareness of ODJFS programs and of the experience requirements, thereby assisting those businesses in becoming better positioned to apply for contracting opportunities. The vendor will be required to submit plans covering outreach and project activities and goals. The selected vendor will be required to maintain a database of businesses contacted and details of their outreach contact with each business.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
October 17, 2012	ODJFS Releases RFP to Potential Vendors on DAS/ODJFS Web Sites; Q&A Per. Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
Oct. 29, 2012	Vendor Q&A Period Closes, 8 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
Oct. 30, 2012	ODJFS provides Final Vendor Question & Answer Document (estimated)
Thursday November 15, 2012	Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.) - This is the proposal opening date, beginning the ODJFS process of proposal review LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.
Nov. 20, 2012	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
Dec. 17, 2012	Controlling Board Review of Contract (estimated—if applicable). -Contract with the selected vendor requires review and approval (estimated)
Jan. 02, 2013	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.
June 30, 2013	Project Completion** - All work must be completed and approved by ODJFS Contract Manager, however at the option of ODJFS, the contract may be renewed for a period of up to one year (July 1, 2013 – June 30, 2014).

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.

* According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (P.O.). The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the P.O. approval date. The ODJFS Contract Manager will notify the selected vendor when the requirements of ORC Section 126.07 have been met.

* Subject to approval by the State Controlling Board, the contract period is expected to run from approximately January 2, 2013 through June 30, 2013, with a renewal contract to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, from July 1, 2013 through June 30, 2014. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (e.g., 7/01/11 through 6/30/13), the contract with the selected vendor will be subject to renewal for the final July 1, 2013 through June 30, 2014 period of the project. Renewal may be subject to approval by the Controlling Board.

2.2 Internet Question & Answer Period; RFP Clarification Opportunity

Potential vendors may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov//>**
- * **Select “About Us” on the front page;**
- * **Select “Doing Business with ODJFS;”**
- * **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- * **Select RFP Number [JFSR1213028050](#);**
- * **Click the “Submit an Inquiry” Button to ask a question about the RFP; and,**
- * **Follow the instructions to send an e-mail question.**

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, 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 for the originator of the question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date the Q&A period closes.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions submitted. The answers provided by ODJFS may be accessed by following the instructions above, but rather than selecting “Submit Inquiry,” vendors and others should select “View Q and A.” ODJFS strongly encourages vendors to ask questions early in the Q&A period so that answers can be posted with sufficient time for any possible follow-up questions.

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for reference by all potential vendors. Potential vendors’ questions shall only be answered inside this forum. Clarifying questions asked and ODJFS responses to them comprise the “ODJFS Q&A Document” for this RFP. **ODJFS reserves the right to determine when to post (i.e., as received or after the closing of the Q&A period) official answers to vendor questions.**

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 this site on a**

regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFP.

Accessibility to the ODJFS Q&A Document will be clearly identified on the website dedicated to this RFP, once that document is made available.

IMPORTANT: Requests from potential vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3, 5. for contact information in submitting a PRR. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past related contract. Requirements under a current 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. Interested vendors should also refer to RFP Section 1.5, Time Frames and Funding Source, for related information.

There is an established time period for the Vendor Q&A process (see Section 2.1, 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.

* Should vendors experience technical difficulties accessing either the ODJFS website where the RFP and its related documents are published, they may contact ODJFS Contracts & Acquisitions, RFP/RLB Unit, at (614) 728-5693 for guidance.

2.3 Communication Prohibitions

From the issuance date of this RFP until an actual contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor that 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 2.2, Internet Q&A Period;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;
3. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;

4. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal & Acquisition Services.

*** Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested vendors through the original web page established for the RFP. All interested vendors must refer to that web page regularly for amendments or other announcements. ODJFS may not specifically notify any vendor of changes or announcements related to this RFP except through the website posting. It is the affirmative responsibility of interested vendors to be aware of and to fully respond to all updated information posted on 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 Q&A process described in this RFP. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 2.2, Internet Question and Answer Period/RFP Clarification Opportunity, or 2.3, Communication Prohibitions**, of this RFP. 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 5.1 of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 5.1, Proposal Submission Information**.

2.4 Program Resource Library

- Ohio Revised Code: <http://codes.ohio.gov/orc/123.151>
- Department of Administrative Services, Minority Business Enterprise requirements: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification.aspx>
- ODJFS RFP page: <http://jfs.ohio.gov/rfp/>
- A wide variety of information on ODJFS and its programs which interested vendors may find useful is available to the public via the ODJFS website at <http://jfs.ohio.gov>.

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

Vendors' proposals must address all the following minimum qualifications as well as organizational and staff experience and capabilities:

3.1 Mandatory Vendor Qualifications

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. ODJFS will consider proposals from vendors that have been engaged in the business of providing business outreach and consulting services for at least three (3) years.

- B. The vendor is a currently certified (by DAS) Ohio Minority Business Enterprise. (Vendors must provide a copy of or link to, their certification letter)

Vendors which do not meet ALL the above experience and qualifications will be disqualified from further consideration for contract award. Additionally, the Technical Proposal Score Sheet Attachment C. identifies other mandatory criteria, all of which must be met in Phase I for the proposal to be accepted for full detailed scoring.

3.2 Organizational Experience and Capabilities

As part of the evaluation process, vendors are to provide the following information to be scored by ODJFS:

- A. Samples of at least two, but no more than four, similar sized projects completed in the past three years that demonstrate expertise in outreach, consulting and business development and
- B. Names and contact information for at least two entities for which they have performed similar projects in the past three years.
- C. The vendor has experience with Ohio MBE community associations, activities, advisory committees, research and business level planning.

3.3 Staff Experience and Capabilities

The vendor proposal is to demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and curriculum vitae. The vendor is to demonstrate, at minimum:

- A. Identify, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a project manager); and
- B. Project manager has at least three years experience in but not limited to, outreach, business development, capacity building, business consulting.
- C. Include resume(s) of key staff expected to work on the project.

Important: It is the affirmative responsibility of the vendor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES**4.1 Scope of Work**

A. Work Description: The selected contractor will assist with implementing Minority Business Outreach to increase the minority vendor pool to enhance the participation of certified minority business firms (or businesses that could become certified) in its contracting and procurement opportunities. In addition, the consultant will also be required to assist ODJFS to achieve compliance with [123.151](#) of the Ohio Revised Code program requirements. In order to increase the minority vendor base available for ODJFS projects, the selected vendor will be required to:

1. Become knowledgeable of all ODJFS programs and the required vendor qualifications to successfully contract with ODJFS.
2. Identify and solicit firms that have the necessary qualifications to contract with ODJFS
3. Create and maintain a database listing of certified and non certified Ohio MBE vendors.
4. Provide technical assistance by directing businesses to and assisting with the certification process.
5. Educate businesses on the contracting and procurement processes of State Government.
6. Educate businesses on submitting proper proposals for ODJFS contracting opportunities such as, understanding government applications, requirements and proposals.
7. Provide a comprehensive report of all business contact outcomes.

B. Contractor Conduct Requirements: The vendor selected to perform this work will be an independent contractor, and its employees or other representatives may not state, imply, or in any way suggest that they are employees of ODJFS, DAS, or any State of Ohio government entity. While the decision on any firm's MBE application for certification resides with DAS, the contractor must make a reasonable effort to ascertain the likelihood of a firm's eligibility for Ohio MBE certification before facilitating its application. Under no circumstances will the selected contractor employ any unethical practices in order to increase the number of minority-owned firms seeking MBE certification, such as making promises of future ODJFS contracts.

4.2 Number of Participants *Not applicable for this Project.*

4.3 Administrative Structures—Proposed Work Plan

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

- A Provide a technical approach and work plan to be implemented. This includes a proposed timeline for the project;

- B. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems; and
- C. Provide a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project.

4.4 Specifications of Deliverables

The contracted services shall include, but may not be limited to, the following areas:

- A. The vendor will work with government agencies, chambers of commerce, business associations, The Secretary of State and any other resource as necessary to locate minority businesses that have the qualifications to possibly contract with ODJFS.
- B. The vendor will identify minority owned firms that meet the following criteria:
 - 1) Not currently certified by DAS as an MBE;
 - 2) Hold experience and expertise that match the human services, employee related services, healthcare related services and contracting needs frequently purchased by ODJFS;
 - 3) Are not primarily IT or construction related vendors, or those that provide goods equipment or services not utilized by ODJFS in its execution of its primary responsibilities; and
 - 4) Are ostensibly eligible to become certified by DAS as an Ohio MBE. (See MBE program requirements at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification.aspx>)
- C. The vendor will provide assistance to MBE firms by identifying and directing them to government resources, technical assistance and ODJFS bid opportunities and encourage bidding.
- D. The vendor will complete analyses of, and provide a final report on, the existing Ohio minority owned business community and the degree to which it aligns with ODJFS needs for vendors with program expertise.
- E. The vendor will prepare monthly reports on outreach efforts and results.
- F. The vendor will recommend MBE Program improvements as needed to meet agency goals. Any recommended improvements should be accompanied by an explanation detailing how the improvements would benefit the program and comply with legal and contractual requirements.

4.5 Selected Vendor Compensation Structure

The selected minority-outreach services contractor will be compensated for all work described in this RFP through its proper invoicing for two payable deliverables:

1.) Verified New Minority Vendor Applications Completed. For each confirmed, documented and qualifying new ODJFS-vendor pool-eligible MBE-applicant that completes and submits its application to DAS for Ohio MBE certification, the minority-outreach services contractor may bill its per-new MBE applicant rate as proposed on its cost proposal form (attachment D. to this RFP) and as accepted by ODJFS for contract.

The contractor will not be held responsible for the final determination made by DAS of an applicant vendor's qualification for certification as an Ohio MBE, nor for any delays in processing by DAS of certification applications. However, in order to qualify for payment by ODJFS, the contractor must provide documentation that each new applicant minority firm meets specific criteria (see Section 4.4, Specification of Deliverables). The specific format and method of conveyance to ODJFS of the required documentation will be finalized with the selected contractor following contract award, but may include, for example, a signed confirmation by the new applicant MBE or a system-generated receipt of a completed application, as well as documentation from the contractor of its diligence in determining that each applicant MBE has qualifications and expertise matching ODJFS needs, **and** that certification as an Ohio MBE is a reasonable expectation, with no identifiable preclusions that would result in rejection by DAS of the minority firm's application.

2.) Reporting, Tracking, and Administrative Services. For all efforts required by the contractor in order to successfully complete the project described in this RFP, including all research and outreach efforts, and preparing and providing to ODJFS all documents, records, logs, and reports, the contractor may bill ODJFS a monthly administration charge, as proposed on its cost proposal form (attachment D. to this RFP) and as accepted by ODJFS for contract.

Over the life of the contract (including any possible renewal periods), the selected outreach services contractor will be paid the agreed-upon monthly administrative cost plus the agreed-upon per-new-MBE-applicant rate for each qualifying MBE application actually documented and completed. ODJFS will not pay the selected contractor any additional expenses, fees, or rates.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

ODJFS requires proposal submissions in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

- **5** paper copies (**one signed original** and **4** copies) **and** one CD-ROM copy of the Technical Proposal;

It is the vendor's affirmative responsibility to ensure that all copies and all formats of the proposal are identical. Any pages or documents omitted from any or all copies can negatively affect the vendor's score and possibly result in the vendor's disqualification. In the event of any discrepancies or variations between copies, ODJFS is under no obligation to resolve the inconsistencies and may make its scoring and vendor selection decisions accordingly, including the decision to disqualify the vendor.

AND

- in a sealed, separate envelope, **three** paper copies (**one signed original** and **two** copies) **and** one CD-ROM copy of the Cost Proposal.

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **Thursday November 15, 2012** Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
ATTN: RFP/RLB Unit**

Vendors' original technical and cost proposals must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal." All copies (both paper and CD-ROM) of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

All copies (both paper and CD-ROM) of the original proposal must include identical copies of ALL information, documents, and pages in the original proposal. The entire vendor proposal should be converted into **one single secure .pdf document** saved to the CD-ROM submitted to ODJFS. If the proposal's size necessitates more than a single .pdf document to contain the entire proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible. The hard-copies and the CD-ROM must be clearly labeled with the vendor's name, submission date, and the name and RFP number for this project.

The requested CD may be used in the formal proposal review processes, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests; failure to include or to properly label it may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR MINORITY BUSINESS OUTREACH SERVICES, RFP: JFSR1213028050 SUBMITTED BY [VENDOR'S NAME HERE]."**

The CD-ROM copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. The CD-ROM copy of the Cost Proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.** Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CDs will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a vendor's proposal submission (*e.g.*, letters of recommendation from past customers of the vendor's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be considered. ODJFS will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline date and time. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All proposals must be received **no later than the**

specified deadline, both time and date, by Contracts and Acquisitions (C&A), on the 31st Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for proposals delivered to any address other than the address provided above. No late proposals will be considered.**

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.

5.2 Format for Organization of the Proposal

A. Overall Proposal Organization

A sample Technical Proposal Score Sheet is provided as **Attachment C** of this RFP. **Vendors are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

The vendor's Technical Proposal must contain the following components (organized in five (5) 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. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their Technical Proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

Tab 2 Vendor Experience & Qualifications

Sub-Tab 2a. Mandatory Vendor Qualifications (Section 3.1, A through B)

Sub-Tab 2b. Organizational Experience & Capabilities (Section 3.2, A through C)

Sub-Tab 2c. Staff Experience and Capabilities (Section 3.3, A through C)

Tab 3 Scope of Work and Specifications of Deliverables

Sub-Tab 3a. Deliverable A

Sub-Tab 3b. Deliverable B

Sub-Tab 3c. Deliverable C

Sub-Tab 3d. Deliverable D

Sub-Tab 3e. Deliverable E

Sub-Tab 3f. Deliverable F

Tab 4 Administrative Structures—Proposed Work Plan

Tab 5 Vendor Attachments or Appendices (for example, for required certifications/web-sites described in RFP Section 3.1)

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents.

NOTE: Vendors are required to submit **one additional CD-ROM copy** (using TWO CD-ROMs) of their entire proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal Form including any required or voluntary attachments to it. **The CD-ROM containing the cost proposal form must be submitted in the sealed envelope containing the hardcopy Cost Proposal Form.**

B. Technical Proposal Details

The vendor's Technical Proposal must contain the following components, at minimum. It is mandatory that vendor proposals be organized in the following order, and that wherever appropriate, sections/portions of the vendor proposal make reference by section number/letter to those RFP requirements to which they correspond.

IMPORTANT: Any vendor Technical Proposals found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which ODJFS might find indicative of the relative cost or economy of the proposed project. However, 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. Any prohibited cost information must be submitted with the separate, sealed project budget/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 project budget/Cost Proposal. Should a vendor feel it is important to include any documents containing such prohibited cost information in the technical proposal, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS.

1. (Tab 1) Required Vendor Information & Certifications

Attachment A.—Section I. --In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in **Attachment A.—Section I.** to this RFP, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print **Attachment A.—Section I.**, complete and sign it, and return it as the content of their Proposal Tab 1; or they may provide all the required information and certifications (each fully re-stated from **Attachment A.**) on their own letterhead, properly signed, and use that document as the content of their Proposal Tab 1. Vendors who fail to provide all information and certifications as described in **Attachment A.—Section I.** in their Proposal Tab 1 risk disqualification.

Attachment A.—Section II. -- **Standard Affirmation and Disclosure Form: Banning the Expenditure of Public Funds on Offshore Services:** This form must be completed and signed by every bidder, vendor, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or

submitted during the negotiation of a business relationship but prior to the execution of an agreement. **Failure to complete, sign, and return the Standard Affirmation and Disclosure Form with your bid will result in your bid being rejected as being non-responsive and disqualified from further consideration.**

The signed originals of the above referenced forms (**RFP Attachment A., Sections I. and III.**) are to be provided in the vendor's original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment as required by Section 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

**2. (Tab 2)
Vendor Experience & Qualifications**

a. Mandatory Vendor Qualifications (Sub-Tab 2 a.)

The vendor must include information to demonstrate how the vendor meets the mandatory qualifications as described in **Section 3.1**, of this RFP.

b. Organizational Experience and Capabilities (Sub-Tab 2 b.)

In this section, the vendor is to include their response to the organization experience and capabilities requirements (including any subcontractors) as described in **Section 3.2**, of this RFP.

c. Staff Experience and Capabilities (Sub-Tab 2 c.)

In this section, the vendor is to include their response to the staff experience and capabilities requirements (including any subcontractors) as described in **Section 3.3**, of this RFP.

**3. (Tab 3)
Scope of Work & Specifications of Deliverables**

This section should describe in detail how the vendor proposes to perform each task of the scope of work identified in Sections 4.1, Scope of Work and in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.4 behind separate sub-tabs as described above.

**4. (Tab 4)
Administrative Structures—Proposed Work Plan**

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.3, Administrative Structures—Proposed Work Plan of this RFP.

**5. (Tab 5)
Vendor Attachments or Appendices**

This section should, at a minimum, include excerpts/samples of work products described in RFP Section 3.2.

C. Cost Proposal Form

Three (one signed original and two copies) copies of the Cost Proposal Form must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR MINORITY BUSINESS OUTREACH SERVICES, RFP: JFSR1213028050 SUBMITTED BY [VENDOR’S NAME HERE].”**

This envelope/package must also contain the labeled Cost Proposal Form CD-ROM. The Proposal must include a statement that the prices quoted are firm.

Vendors are to complete the Cost Proposal Form, provided as **Attachment D.** to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to provide a group of individual prices for those services defined in Section 4.4, Specifications of Deliverables. Vendors are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor’s Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts, as described in Section 1.5, Time Frames & Funding Source, of this RFP.

Vendors are to use the format in **Attachment D., Cost Proposal Form**, to submit their cost proposal for SFY 13. At the vendor’s discretion, additional documentation may also be included with the completed **Attachment D.**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

In calculating their total proposed cost, vendors must consider cost resulting from each deliverable listed in Section 4.4 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFP or not).

D. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

- Any vendor’s Technical Proposal found to contain any prohibited 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 cost information must be submitted with the separate, sealed Cost Proposal Form. 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.

- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP/RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor *or* sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Contracts and Acquisitions and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Selection of the vendor will be based upon the criteria described in this RFP. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the proposals, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass Phase I. Review as required in the Technical Proposal Score Sheet. **Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration. Please refer to Attachment C., Technical Proposal Score Sheet for a complete listing of initial disqualifiers.**

B. Phase II. Review—Criteria for Scoring the Technical Proposal:

The PRT will then score those qualifying technical proposals, not eliminated in Phase I. Review, by assessing how well the vendor meets the requirements as specified in the RFP. Using the score sheet for Phase II scoring (see **Attachment C.** of this RFP for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

Any proposal which does not meet the minimum required technical proposal score as defined in **Attachment C.** will be disqualified from any further consideration and its cost proposal will

neither be opened nor considered. **Please refer to Attachment C, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

IMPORTANT: Before submitting a proposal to ODJFS in response to this RFP, vendors are strongly encouraged to use the Technical Proposal Score Sheet (**Attachment C.**) to review their proposals for completeness, compliance and quality.

C. Phase III.—Criteria for Considering the Cost Proposal

The Cost Proposal will be reviewed by ODJFS. The grand total of each technically qualified vendor's Cost Proposal is divided by that vendor's final Technical Proposal score. This compares the cost with the quality of the Technical Proposal, which will provide an average cost-per-quality point earned on the Technical Proposal.

ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal. Vendors may then submit one last and best offer, or may request that ODJFS view its original cost proposal as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, ODJFS will then consider those vendors' revised cost proposals which are within the budget according to the process described in this section above, and in the **Attachment C.**, Technical Proposal Score Sheet, for vendor selection purposes.

6.2 Review Process Caveats

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' Technical and/or Cost proposals/forms when those errors do not unreasonably obscure the meaning of the content.

ODJFS reserves the right to request clarifications from vendors to any information in their Technical and/or Cost Proposals or Forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by ODJFS, and vendors' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP. Such communications are expressly permitted when initiated by ODJFS, but are at the sole discretion of ODJFS.

Should ODJFS determine a need for interviewing vendors prior to making a final selection, results to interview questions shall be scored in a manner similar to the process described in Section 6.1, Scoring of Proposals, above. Such scored results may be either added to those vendors' proposal scores, or will replace certain criteria scores, at the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for that RFP.

ODJFS reserves the right to negotiate with vendors for adjustments to their proposals should ODJFS determine, for any reason, to adjust the scope of the project for which this RFP is released. Such communications are not violations of any communications prohibition, and are expressly permitted when initiated by ODJFS, but are at the sole discretion of ODJFS.

Any vendor deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the contract.

6.3 Final Vendor Recommendation

The PRT will recommend to the Director of ODJFS the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP.

6.4 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.

SECTION VII. PROTEST PROCEDURE

7.1 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:

- A. 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:
 1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Contracts and Acquisitions, within the following periods:
 1. 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 2.1, Anticipated Procurement Timetable, of this RFP.

 2. 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 *seventh (7th)* calendar day (or, should that day be a state holiday, by 3:00 p.m. of the next ODJFS business day after that holiday), after the issuance of formal letters sent to all responding vendors regarding the State's intent to

make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.

- C. 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' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-0423
- E. 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.
- F. ODJFS' Office of Contracts and Acquisitions 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.

7.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are 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 agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS.

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, ODJFS notifies vendors seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFP, RLB, etc.) process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.

8.1 State Contracts

Proposals must list any current contracts 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 percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A.**) to report this information and include the completed document in the vendor's proposal as specified in **Section 5.2 B., 1** of this RFP.

8.2 Interview

Vendors submitting proposals may be required to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODJFS and/or other state or county agency staff or other representatives it may appoint, as appropriate. 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.

8.3 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. The selected vendor will be notified by the ODJFS contract manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

8.4 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 ODJFS' responsibility (see Section 8.2, above).

8.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RFP, Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all proposals or similar responses voluntarily submitted to any ODJFS RFP, RFA, RLB, or other procurement document, to be free of trade secrets, and such proposals if opened by ODJFS 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. This RLB and, after the selection of a vendor for award, any proposals received in response to an RFP/RLB and opened, reviewed and considered by ODJFS are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal, if opened, submitted by the selected vendor/applicant, and 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.

8.6 Contractual Requirements

- A. 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 B.** of this RFP;
- B. Many of the terms and conditions contained in the model contract (See **Attachment B.**) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;

- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. 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;
- F. 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 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;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

8.7 Travel Reimbursement

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 5.2 C. (Proposal Format and Submission – Cost Proposal) of this RFP.

8.8 Minority Business Enterprise

This ODJFS competitive opportunity is open exclusively to Ohio Minority Business Enterprises currently certified by DAS, that demonstrate through their proposals submitted in response to this RFP that they are qualified, capable, responsive, and responsible vendors.

8.9 Subcontractor Identification and Participation Information

Any vendors proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their proposals. 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 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 and understands the RFP, the nature of the work, and the requirements of the RFP.

There may be no dollar amounts of any kind included with sub-contractor information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.

8.10 Public Release of Evaluations and/or Reports

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.

8.11 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.

8.12 Key Personnel

ODJFS will 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, and replacements will not be made without ODJFS approval.

8.13 Ethical & Conflict of Interest Requirements

- A. 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;
- B. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. 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; and
- D. 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.

8.14 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. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

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.

8.15 Waiver of Minor Proposal Errors

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' Technical and/or Cost Proposals or Forms when those errors do not unreasonably obscure the meaning of the content.

8.16 Proposal Clarifications

ODJFS reserves the right to request clarifications from vendors of any information in their Technical and/or Cost Proposals or Forms, or any attending materials, and may request such clarification as it deems necessary at any point in the proposal review process.

8.17 Contractual Requirements and Prevailing Wage Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as **Attachment B**. to this RFP. Potential vendors are strongly encouraged to read the model contract and to be fully aware of all ODJFS contractual requirements. Additionally, the selected contractor may be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

8.18 Unresolved Findings for Recovery (R.C. 9.24)

ORC Section 9.24 prohibits ODJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the vendor warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under R.C. 9.24 prior to the award of any contract arising out of this RFP, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. ODJFS will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

8.19 Mandatory Contract Performance Disclosure

Each proposal must disclose whether the vendor's performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the project which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, vendor shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims in response to this section will not automatically disqualify a vendor from consideration, at the sole discretion of ODJFS, such claims and a review of the background details may result in a rejection of the vendor's proposal. ODJFS will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the vendor's performance of the work, and the best interests of ODJFS.

8.20 Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to

vendor's performance of services similar to those described in this RFP. If any such instances are disclosed, vendor must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against vendor by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify a vendor from consideration, such governmental action and a review of the background details may result in a rejection of the vendor's proposal at the sole discretion of ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter's potential impact on the vendor's performance of the work, and the best interests of ODJFS.

8.21 Mandatory Disclosures of Work Location

Proposals must explicitly state the location(s) (city, state, county) where work described in this RFP would be performed, whether by the vendor or by any subcontractors.

8.22 Vendor Selection Restriction

Any vendor deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the resulting contract.

8.23 Ohio Presence Consideration

The vendor that is awarded the contract resulting from this RFP is required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each vendor must either demonstrate in its proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location of the vendor's presence. Vendor proposals must identify the work to be performed for this project at that location and identify vendor personnel, either by staff name or function, that will operate from the Ohio location. ODJFS reserves the right, at its sole discretion to reject any proposals which fail to comply with this requirement.

8.24 Prohibition Against Services Performed Outside the United States

All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the "Location of Business Form" included in the "Required Vendor Information & Certifications Documents," provided as Attachment A., Section II., to this RFP. The entire form must be printed, completed, and signed by the interested vendor's authorized representative, and returned to ODJFS as a component of the vendor Technical Proposal. **Failure to properly complete Attachment A. will result in the disqualification of the vendor's proposal from consideration.**

8.25 Proposal Submissions As Public Record

Vendors are required to attest in Attachment A., Section I., Item #15 that no information included in their proposal submissions are confidential and/or trade secret information (as defined in Sections 3.3, 5.2, D., and 8.5 of the RFP or where found in an ODJFS RLB document) and may be posted by ODJFS in their entirety on the Internet for public viewing. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited information. Following submission to ODJFS, all proposals submitted may become part of the public record. The vendors must affirm that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in a public records request(s).

SECTION IX. ATTACHMENTS AND THEIR USES

- A. Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.*)**
- B. ODJFS Model Contract (*For vendor reference purposes*)**
- C. Technical Proposal Score Sheet (*For vendor self-evaluation purposes...do not submit*)**
- D. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, C.*)**

Thank you for your interest in this project.

Attachment A

**Attachment A consists of 2 distinct and different sections.
All sections must be completed and included in Tab 1 of
the proposal.**

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: ODJFS requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal\bid. **Failure to provide such required information will result in your proposal’s immediate disqualification.**

Instructions: Provide the following information regarding the vendor submitting the proposal or bid. Vendors may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their proposals. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the vendor. Vendors are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODJFS.

IMPORTANT: If the RFP\RLB specified a maximum page limit for vendor proposals\bids, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will **NOT** be counted against that page limit.

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services does not assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	
7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	

8. Is this vendor an Ohio certified MBE? Yes No If yes, attach a copy of current certification to proposal\bid. (If ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION.)

9. Mandatory Vendor Certifications:

ODJFS may not enter into contracts with/make purchases from any vendors who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Vendors responding to any ODJFS RFP\RLB or other purchase opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. Failure to provide proper affirming signature on any of these statements will result in the disqualification of your proposal\bid.

I _____ (signature of representative shown in Item # 7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), has not been 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 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), either is not subject to a finding of recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.

10. Equal Employment Opportunity Information on the Vendor and any Subcontractor(s)

A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately:

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

B. If you are the selected vendor, will you subcontract any part of the work?

NO -or- YES, but for less than 50% of the work -or- YES, for 50% or more of the work

If yes, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: _____
Address: _____
Work To Be Performed: _____
(a brief description) _____

Subcontractor's Estimated Percentage of Total Project (in % of work, not % of dollars): _____

If 50% or more of the work will be subcontracted, then ALSO provide the following information on ALL proposed subcontractors:

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

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2010) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

For each state contract, list the state agency and provide the following information:

State Agency/Educational Institution: _____
Contract Dollar Amount: _____

State Agency/Educational Institution: _____
Contract Dollar Amount: _____

State Agency/Educational Institution: _____
Contract Dollar Amount: _____

Attach additional pages if needed

11. Vendor and Grantee Ethics Certification

As a vendor or grantee doing business with* or receiving grants from the State of Ohio, I certify on behalf of _____ (name of vendor or grantee):

- (1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
- (2) I have reviewed and understand Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

*"Doing business with" includes all contracts for goods and services, excluding purchases made using the State of Ohio's Payment Card Program that cost less than \$1,000.

12. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not ____ (or) I will ____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 13 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

13. I _____, (vendor representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (vendor's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this proposal in response to the ODJFS RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

14. Location of Business Declaration: Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE "LOCATION OF BUSINESS FORM," WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

15. I _____, (vendor representative in Item # 7) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in Sections 3.3, 5.2, D., 8.5, and 8.25 of the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information. **The vendor affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in a public records request(s).**

Attachment A—Section II.

Location of Business Form

Pursuant to Governor’s Executive Order 2011-12K (www.governor.ohio.gov), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Job and Family Services:

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODJFS for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT FOR SERVICES**

C-1213-00-0000

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

RECITALS:

- A. ODJFS issued a Request for Proposal (hereinafter "RFP") entitled _____, numbered _____, and dated _____, 200_, which is hereby incorporated by reference.
- B. The ODJFS evaluation committee recommended for award the Proposal of CONTRACTOR dated _____, 200_, (hereinafter "Proposal"), which is hereby incorporated by reference.

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

ARTICLE I: DELIVERABLES

- A. CONTRACTOR agrees to report to _____, the ODJFS Contract Manager, and to perform the services detailed in the RFP and the Proposal(hereinafter "Deliverables") that include:
 - 1. _____
- 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. The ODJFS Contract Manager may periodically communicate specific instructions and requests to CONTRACTOR concerning the performance of the work described in this Contract. CONTRACTOR agrees to comply with any instructions or requests to the satisfaction of ODJFS and within ten (10) days after receiving notice of the instructions or requests. ODJFS and CONTRACTOR understand that any instructions and requests are strictly 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. CONTRACTOR will notify the ODJFS Contract Manager pursuant to ARTICLE IV if it believes any instructions or requests would materially alter the terms of this Contract or the amount of compensation stated in ARTICLE III of this Contract.
- D. CONTRACTOR will consult with the ODJFS Contract Manager as necessary to assure comprehensive understanding of the work and satisfactory completion of the Deliverables described in Section A, above.
- E. Ownership of Deliverables:
 - 1. All Deliverables provided by CONTRACTOR 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. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. 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. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables are deemed not a "work made for hire," or if there are any rights in the

Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.

3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for 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 this Section E, 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 will be given to ODJFS in conjunction with or prior to the invoicing for payment of the Deliverable. CONTRACTOR will include an affirmative statement with every invoice for payment that all applicable Operational Materials for all Deliverables included in that invoice have been delivered to ODJFS. ODJFS will have no obligation to pay on an invoice until necessary copies of Operational Materials are delivered and the affirmative written statement of CONTRACTOR is obtained. All software will conform to documentation.

ARTICLE II: TIME OF PERFORMANCE

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or _____, 200_, whichever is later, through _____, 200_, unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date. **This Contract may be renewed through _____, 20_, at the sole discretion of ODJFS and provided that CONTRACTOR has completed the Deliverables to the satisfaction of ODJFS and that there is an appropriation of funds by the Ohio General Assembly. CONTRACTOR will not obligate resources in anticipation of a renewal unless and until ODJFS notifies CONTRACTOR that the Contract is to be renewed.**
- B. It is expressly understood by both ODJFS and CONTRACTOR that this Contract will 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 (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. CONTRACTOR expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period prior to receiving notice from the ODJFS Contract Manager that the requirements of ORC 126.07 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 effective end date for this Contract found in ARTICLE II, Section A above.

ARTICLE III: COMPENSATION

- A. In consideration of the Deliverables provided pursuant to ARTICLE I of this Contract, ODJFS agrees to pay compensation up to _____ and 00/100 Dollars (\$0.00) for State Fiscal Year ("SFY") 200_ and _____ and 00/100 Dollars (\$0.00) for SFY 200_. It is expressly understood by ODJFS and CONTRACTOR that the terms of this Contract do not allow total compensation in excess of _____ and 00/100 Dollars (\$0.00) for the Contract period as set forth in ARTICLE II. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

- B. Compensation will be paid on a _____ basis pursuant to CONTRACTOR's Cost Proposal, which is hereby incorporated by reference, payment is conditioned on the satisfactory completion of Deliverables listed in CONTRACTOR's Proposal and ARTICLE I of this Contract.
- C. CONTRACTOR will render detailed invoices in triplicate on a _____ basis pursuant to Section B of this ARTICLE III to the Ohio Department of Job and Family Services, Bureau of Accounts Payable, at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215-3414. All 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 that includes all detail required per this ARTICLE III, Section C and a description of services rendered, and the hourly rates with the numbers of hours each employee worked during the month;
 5. Contract number and date;
 6. Purchase order number; and
 7. Federal Tax identification number.
- D. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.
- E. Subject to the provisions of ORC 126.07 and ORC 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
 2. It intends to maintain this Contract for the full Contract period set forth in ARTICLE II, and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during the Contract period; and
 3. It will use its best effort to obtain the appropriation of any necessary funds during the Contract period.
- However, CONTRACTOR understands 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.
- F. CONTRACTOR further understands 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 will terminate as of the date the funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to notification from the ODJFS Contract Manager that the requirements of ORC 126.07 have been met as set forth in ARTICLE II, Section B of this Contract, and that ODJFS will not compensate CONTRACTOR for any work performed after the termination date set forth in ARTICLE II, Section A of this Contract, or in the event this Contract is terminated pursuant to ARTICLE V.
- H. ODJFS does not have the ability to compensate CONTRACTOR for work performed under the Contract after the State of Ohio purchase order for the Contract has been closed. The final invoice for compensation

of work performed under this Contract must be received by ODJFS, per this ARTICLE III, no later than ninety (90) days after the termination date of this Contract. Failure of CONTRACTOR to submit the final invoice by this deadline will be deemed a forfeiture by CONTRACTOR of all remaining compensation due hereunder.

ARTICLE IV: NOTICES

- A. ODJFS and CONTRACTOR agree that, pursuant to ARTICLE I that communication regarding the Deliverable(s), scope of work, invoice or billing questions, and other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager.
- B. Notices sent by CONTRACTOR to ODJFS concerning changes to 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 will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at the ODJFS Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
- C. Notices sent by ODJFS to CONTRACTOR concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Contract, will be sent to the person who has signed this Contract on behalf of CONTRACTOR at the address listed on the final signature page.
- D. All notices in accordance with this ARTICLE IV will be in writing and will be deemed given when received. All 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 this 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 E or F, or the filing of a petition in bankruptcy (or similar proceeding) by or against CONTRACTOR.
- C. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) 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 CONTRACTOR again fails to meet any contractual obligation. At 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 C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.
- D. CONTRACTOR, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Contract, to suspend or terminate all subcontracts relating to such suspended or terminated activities, to take all necessary and/or appropriate steps to limit disbursements and minimize cost, and to furnish a report as of the date notice of suspension or termination was received that describes the status of all work under this Contract that includes, without limitation, the Deliverables completed, the outcomes of the completed Deliverables, and any other information that ODJFS may require. Suspension, termination, or expiration of this Contract will not limit CONTRACTOR's

continuing obligations with respect to Deliverables paid for by ODJFS prior to the suspension or termination nor will it limit ODJFS's rights in those 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 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 V, except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, 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 F 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 the failures is thereafter waived by the other party, ODJFS and CONTRACTOR understand that the waiver is limited to that particular occurrence of failure and will not be deemed a waiver of subsequent failures that may occur. 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, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that applicants are hired and that employees are treated during employment in matters of 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, without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. 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 Code of Federal Regulations (CFR) 60.
- B. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that CONTRACTOR complies with all applicable federal and state non-discrimination laws. CONTRACTOR will incorporate the foregoing requirements of this ARTICLE VI in all solicitations or advertisements for employees placed by or on behalf of 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 Americans 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 that, 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. In the event there is a question as to whether information is public or private, ODJFS will make the final determination.
- B. All CONTRACTOR information that is proprietary will be held strictly confidential by ODJFS. Proprietary information is information which, if made public, would put CONTRACTOR at a disadvantage in CONTRACTOR's marketplace and trade. CONTRACTOR is responsible for notifying ODJFS of the proprietary nature of the information prior to its release to ODJFS. Failure to provide prior notification is deemed a waiver of the proprietary nature of the information, and a waiver of CONTRACTOR's right to proceed against ODJFS for violation of any proprietary or trade secret laws. CONTRACTOR's failure to provide prior notification will also be deemed a waiver of trade secret protection in that CONTRACTOR will have failed to make reasonable efforts to maintain the information's secrecy pursuant to ORC 1333.61(D)(2). ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information to be provided and will make the final determination as to whether any or all of the information identified by CONTRACTOR is proprietary or a trade secret.
- C. All records relating to costs, work performed, and supporting documentation for invoices submitted to ODJFS by CONTRACTOR 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 will retain the records until the action is concluded and all issues have been resolved. If appropriate, CONTRACTOR must comply with the requirements of the federal OMB Circulars A-87, A-110, A-122, or A-133. CONTRACTOR acknowledges, in accordance with ORC 149.31, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- D. CONTRACTOR agrees not to 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 VII will be included in any subcontracts executed by CONTRACTOR for work under this Contract. CONTRACTOR agrees that any data made available to CONTRACTOR by ODJFS will be returned to ODJFS no later than ninety (90) days following the termination of this Contract, and CONTRACTOR certifies that it will not retain copies of source data, or any product of source data. CONTRACTOR hereby agrees to current and ongoing compliance with 42 United States Code (USC) 1320d through 1320d-8 and 45 CFR 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 that 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, property damage, and/or infringement resulting from activities in furtherance of the work hereunder.
- B. ODJFS's liability, whether in contract or in tort, may not exceed the lesser of the total amount of compensation payable to CONTRACTOR under ARTICLE III or the amount of direct damages incurred by CONTRACTOR. 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 ORC Chapter 2743, 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. Subject to ORC 109.02 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:
1. Prompt notification in writing of such suit or proceeding;
 2. Full right, authorization, and opportunity to conduct the defense thereof; and
 3. Full disclosure of information along with all reasonable cooperation for the defense of the suit.

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, ODJFS may, but is not obligated to, pay the entity that furnished 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 ODJFS nor CONTRACTOR will 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 will 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 period of time equal to that lost due to 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 CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, with the exception of third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. ODJFS will make the final determination of whether an instance of delay is excusable.

ARTICLE X: AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between the parties with respect to all matters herein. Only a writing signed by both parties may amend this Contract; however, both parties agree that any amendment(s) to laws or regulations cited herein will result in the correlative modification of this Contract, without the need to execute 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 nor transfer any obligation or interest (including subcontracts) in this Contract (whether by assignment or novation) without the prior written approval of ODJFS and subject to any conditions and provisions ODJFS deems necessary. Any ODJFS approval of an assignment or transfer will not provide for an obligation by ODJFS that exceeds the total amount of compensation listed in ARTICLE III of this Contract.

ARTICLE XI - SPECIAL CERTIFICATIONS MADE BY CONTRACTOR

By executing this Contract, CONTRACTOR certifies recurrent and continued compliance with each condition listed in this ARTICLE XI. CONTRACTOR's certification of compliance with each of these conditions is considered material representations of fact upon which ODJFS relied upon in entering into this Contract.

- A. If at any time CONTRACTOR is not in compliance with the conditions certified and affirmed in this ARTICLE XI, Section A, ODJFS will consider the contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds paid by the State of Ohio for work performed before CONTRACTOR was notified that the Contract was considered *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery of the funds paid.
1. CONTRACTOR certifies that 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 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations.
 2. CONTRACTOR certifies that CONTRACTOR is not on the list established by the Ohio Secretary of State, pursuant to ORC 121.23, which identifies CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
 3. CONTRACTOR certifies that CONTRACTOR is not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
 4. CONTRACTOR certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. If at any time during the contract period CONTRACTOR becomes disqualified from conducting business in Ohio for any reason, CONTRACTOR must immediately notify ODJFS of the disqualification, and immediately cease performance hereunder.
 5. CONTRACTOR certifies that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.
- B. If at any time CONTRACTOR is not in compliance with the conditions certified in this ARTICLE XI, Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be subject to all provisions in the Contract pertaining to termination for any reason, except for termination at will or termination for loss of funding pursuant to ARTICLE V, , with all provisions as stated in ARTICLE V. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this ARTICLE XI, Section B. Compensation will be calculated by ODJFS pursuant to ARTICLE V. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this ARTICLE XI, Section B, will be immediately repaid or the State of Ohio may commence an action to recover the paid funds.
1. CONTRACTOR affirms that it, its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with, or would compromise in any manner or degree, the discharge and fulfillment of CONTRACTOR's 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 will immediately disclose his or her interest to ODJFS in writing. Thereafter, he or she will not participate in any action affecting the work under this Contract, unless ODJFS will 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 will be sent to the Chief Legal Counsel of the Ohio Department of Job and Family Services at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
 2. 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 ORC sections 102.03, 102.04, 2921.42. CONTRACTOR affirms that it, its officers, members and employees are in compliance with ORC 102.04 and, that if CONTRACTOR is required to file a statement pursuant to ORC 102.04(D)(2), the statement has been filed with the ODJFS Chief Legal Counsel in addition to any other required filings.

3. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. By executing this Contract, CONTRACTOR certifies that no party listed or described in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code who was actually in such a position at the time of the contribution, has made, as an individual, within the two previous calendar years, one or more contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the present Governor or to the Governor's campaign committee during any time he/she was a candidate for office. ORC 3517.13 (I) and (J) do not apply to professional associations organized under ORC Chapter 1785.
 5. 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 all federal lobbying restrictions, including 13 USC 1352, 2 USC 1601, 29 CFR 93, and 45 CFR 93. 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.
 6. CONTRACTOR is in compliance with the executive agency lobbying requirements of ORC sections 121.60 to 121.69.
 7. CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and the employees of 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 that is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123.
 8. 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 ORC Chapter 5101 or 5107.
 9. 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. CONTRACTOR will make a good faith effort to ensure that no CONTRACTOR officers, employees, members, and subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- C. If any of the information pertaining to ARTICLE XI, Sections A and B changes after the Contract has been signed CONTRACTOR is required to report such changes immediately to ODJFS in writing to the address listed for notice in ARTICLE IV, Section B.

ARTICLE XIII: CONSTRUCTION

This Contract will 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 will negotiate in good faith replacement provision(s) in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

ARTICLE XIV: INCORPORATION BY REFERENCE

The Request for Proposal document and the Proposal (*i.e.*, the technical and cost proposals) of CONTRACTOR are hereby incorporated by reference. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal or this Contract, the provisions of this Contract will 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 will 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.

In actual contract with selected vendor,
signature page would follow here.

ATTACHMENT C.
Technical Proposal Score Sheet
RLB: R1213028050

PHASE I: Initial Qualifying Criteria

Vendor/Applicant Name: _____

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RLB Sec. Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	III.		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	X		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A to the RFP [and has been verified by ODJFS that the vendor does not have any findings against them]?	X.A.		
4	The vendor has demonstrated, as an organization, to have at least three (3) years of consultation experience in providing business outreach and consulting services.	3.1.1.		
5	The vendor has demonstrated that it is currently certified (by DAS) Ohio Minority Business Enterprise. (Vendors must provide a copy of, or link to, their certification letters).	3.1, B		
6	Does a preliminary review of the proposal show that it is free of all sensitive personal information and of all trade secrets and proprietary information?	3.3		

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by the ODJFS Office of Legal and Acquisition Services 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 RLB, and assign the appropriate point value, as follows:

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

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”- A particular RLB requirement was not addressed in the vendor’s proposal, **Score: 0**

“Partially Meets Requirement”-Vendor proposal demonstrates some attempt at meeting a particular RLB requirement, but that attempt falls below acceptable level, **Score: 6**

“Meets Requirement”-Vendor proposal fulfills a particular RLB requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

“Exceeds Requirement”-Vendor proposal fulfills a particular RLB 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 **235** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **320** 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	RLB SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
VENDOR QUALIFICATIONS								
ORG. EXPERIENCE & CAPABILITIES								
1	The vendor has provided samples of at least two, but no more than four, similar sized projects completed in the past three (3) years that demonstrate expertise in outreach, consulting and business development.	3.2, A.	2					
2	The vendor has provided the names and contact information for at least two entities for which they have performed similar projects in the past three (3) years.	3.2, B.	1					
3	The vendor has experience with Ohio MBE community associations, activities, advisory committees, research and business level planning.	3.2, C.	3					
STAFF EXPERIENCE & CAPABILITIES								
4	The vendor has identified, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a project manager).	3.3, A.	1					
5	The Project Manager has at least 3 years experience in but not limited to, outreach, business development, capacity building, business consulting.	3.3, B.	3					
6	The vendor has included resume(s) of key staff expected to work on the project, demonstrating applicable experience.	3.3, C.	2					
ADMINISTRATIVE STRUCTURE – PROPOSED WORK PLAN								
7	The vendor has provided a technical approach and work plan to be implemented.	4.3, A.	3					
8	The vendor has provided a proposed timeline for the project.	4.3, A.	1					
9	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	4.3, B.	1					
10	The vendor has provided a current organizational chart (including any subcontractors) and specified the key management and administrative personnel who will be assigned to this project.	4.3, C.	2					
SPECIFICATIONS OF DELIVERABLES DETAILED PROJECT PLAN								
11	The vendor has provided a description of how it will work, with government agencies, chambers of commerce, business associations, The Secretary of State and any other resource, as needed to locate minority businesses that have the qualifications to possibly contract with ODJFS.	4.4, A.	2					
12	The vendor has provided a description of how it will identify minority owned firms that meet the following criteria: <ul style="list-style-type: none"> Not currently certified by DAS as an MBE Hold experience and expertise that match the listed contracting needs frequently purchased by ODJFS Are not primarily IT or construction related vendors, or those that provide goods equipment or services not utilized by ODJFS Are ostensibly eligible to become certified by DAS as an Ohio MBE 	4.4, B.	3					
13	The vendor has provided a description of how it will provide assistance to MBE firms by identifying and directing them to government resources, technical assistance and bid opportunities and encourage bidding.	4.4, C.	3					
14	The vendor has provided a description of how it will complete analyses of the existing Ohio minority owned business community and the degree to which it aligns with ODJFS needs for vendors with program expertise.	4.4, C.	3					
15	The vendor has provided a description of how it will prepare monthly reports on outreach efforts and results.	4.4, D.	1					
16	The vendor has provided a timeline to recommend MBE Program improvements as needed to meet agency goals. Any recommended improvements should be accompanied by an explanation detailing how the improvements would benefit the program and comply with legal and contractual requirements.	4.4, E	1					

Column Subtotal of "Partially Meets" points			
Column Subtotal of "Meets" points			
Column Subtotal of "Exceeds" points			
TOTAL SCORE:			

Based upon the Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 235 points.)

Yes _____ No _____ (If "No," Vendor's Cost Proposal will not be opened.)

**ODJFS RFP #R-1213-02-8050
ATTACHMENT D:
COST PROPOSAL FORM**

Instructions:

Vendors are to complete this **Attachment D**, Cost Proposal Form, according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. Vendors are to propose their firm, fixed, all-inclusive cost for each of the two payable deliverables. The proposed prices for each deliverable are to represent the entire cost the vendor offers for the full and successful completion of that deliverable. The proposed rates of each deliverable to be performed under the resulting contract will be in effect throughout the contract period as described in this RFP; in the event of contract renewal for SFY 2014, the same rates will be used for the contractor's compensation.

Vendors are to use their business expertise in pricing the work described in this RFP, taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their rates accordingly, even if ODJFS does not explicitly identify those intervening costs in this RFP. **No separate travel expenses or any other type of expenses will be paid under the contract to result from this RFP.**

DELIVERABLES	Vendor's Proposed Price per Unit of Deliverable	FORMULA FOR PRICE EXTENSION	SFY 2013 Services Over Six Months
Each New and Qualifying Minority Vendor Application Completed	Each completed = \$ _____	Price Multiplied by Target of Six (6)* Applications Per Month = \$ _____ Per Month	= \$ _____
All Outreach, Documenting, Reporting, and Administrative	Per Month = \$ _____	Per-Month of Administrative Services Multiplied by Six (6) Months	= \$ _____
COST PROPOSAL TOTAL (For SFY 2013)			= \$ _____

The vendor's cost proposal total for SFY 2013 is used for purposes of vendor selection as described on the RFP # JFS-R-1213-02-8050 Technical Proposal Score Sheet (Attachment E) and will be used as the basis for determining the contract and purchase order total. However, the contractor will be paid for the actual number of qualifying completed new vendor applications, and for the number of months actively performing the contracted administrative responsibilities. Contractor may submit monthly invoices for work successfully completed in the previous month.

Signature, Printed Name, and Title

Date of Signature

* ODJFS expects an average of six qualifying, valid, new minority vendor MBE applications to be completed and submitted, with proper documentation, per month over the life of the contract.