**Ohio Department of Job and Family Services**
**Request for Letterhead Bids (RLB)**
**Bureau of Program Integrity / Web-Based Audit System**
**RLB#: RLB-OIS-12-020**

## I. Purpose

The Ohio Department of Job and Family Services (ODJFS) utilizes C#.NET software to support Web Based Application initiatives within the agency. This current initiative involves re-engineering, re-writing and implementing the replacement of a legacy Delphi 5 application in C#.NET for the Office of Fiscal Services.

The purpose of this bid request is to procure the on-site services of a C#.NET Developer with experience developing and implementing a web based solutions on a Microsoft platform, and using an Oracle or SQL Server relational database. The C#.NET Developer will provide analysis and programming services to the Web and Business Solutions section of the Office of Information Services (OIS). Specific duties of these IT professionals include, but are not limited, to:

A. Work directly with a team of State business and development staff; utilizing C#.NET software connected to a relational data base.
B. Translate business requirements into a sound and thoroughly documented system design.
C. Participate in and support the life cycle development of a C#.NET web based application. The current initiative involves developing and implementing automated web application process for the Program Quality Control System (PQCS), for the Office of Fiscal and Monitoring Services.
D. Follow the JFS structured software development process, design, develop and test algorithms, screens and processes using C#.NET v3.5 software, Microsoft Visual Studio 2008, and Oracle 10g or SQL Server 2005 relational database.
E. Develop, design and create Business Intelligence reporting processes.
F. Create technical and user documentation according to JFS standards.
G. Create useful and application supportive help screens geared to novice end user needs.
H. Assist with the system and user acceptance testing of the final product, making changes as directed or appropriate.
I. Possess excellent written and oral communication skills in the English language.
J. Transfer of Knowledge to ODJFS staff.

ODJFS through OIS is soliciting proposals from Information Technology (IT) vendors with current and approved Office of Information Technology (OIT) State Term Schedules (STS), or listed as an authorized dealer on an approved STS, that are authorized to provide IT/Data Processing related consulting services under their STS to support the ODJFS, OIS, Application Development pillar. For the purpose of this RLB, the term "vendor" shall be defined as a qualified organization that will provide all activities and services as identified in this RLB. IT vendors submitting proposals in response to this request must have a valid STS status in effect prior to the proposal due date and time. Interested IT vendors that do not currently have an appropriate STS may contact OIT through the website of http://procure.ohio.gov/proc/ContractsSTS3.asp for information on the STS application process.

The ODJFS, OIS, Application Development pillar will designate a staff member as the ODJFS Contract Manager to provide on-going supervision of the contractor selected through this RLB. The normal work schedule for the State of Ohio is Monday through Friday 8:00 am to 5:00 pm. The independent contractor position selected under this RLB will have a maximum of **1,560** hours commencing on or about **11/07/2011**, and continuing until all the hours have been expended or through **June 30, 2012**, whichever occurs first. ODJFS may not require the use of all **1,560** hours of service for this resource. Any resource may be released by ODJFS thirty (30) working days after the vendor is notified in writing that the services of that IT professional will no longer be required. A

renewal of this RLB is contingent upon discretionary action by the Ohio General Assembly to appropriate funds for the contracted services and at the pleasure of JFS. ODJFS may renew this RLB for the (1) biennia, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this contracted services in each State Fiscal Year. Any such renewal of all or part of the consulting services also is subject to the satisfactory performance of the awarded Contractor and the on-going business and/or technical needs of JFS. The maximum duration of this RLB will be until **June 30, 2013** which includes the (1) one State Fiscal Year renewal at the discretion of ODJFS.

The IT vendor's STS must be current and approved by OIT by the time vendor bids are due on this project, in order to qualify for consideration. State law will not allow a services contract to span fiscal years, therefore all services and billing for this RLB must be completed by June 30, 2012. Failure of a Contractor to submit the final invoice by this deadline shall be deemed a forfeiture by Contractor of all remaining compensation pursuant to the Contract.

ODJFS will only accept proposals from IT vendors that demonstrate their capability of providing services as described in this RLB. This RLB document is released by and the subsequent agreement will be with ODJFS; the ODJFS Office of Information Services will be responsible for on-going supervision of the selected vendor's services, activities, and performance.

ODJFS is under no obligation to enter into an agreement with any vendor as a result of this solicitation, if, in the opinion of ODJFS, 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 RLB of a material nature will be provided on the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS.

## II. Time and Date of Submission

Organizations, companies, firms, or individuals who are interested in submitting letterhead bids must make their submission not later than **10:00 a.m. Eastern Standard Time on October 14, 2011.** *Faxes will not be accepted.* Proposals must be addressed to:

**Office of Information Services**
**Ohio Department of Job and Family Services**
**Attn: OIS IT Procurement Unit**
**RLB#: RLB-OIS-12-020**
**4200 E. Fifth Ave.**
**Columbus, Ohio 43219**

For hand delivery on the due date all proposals will be accepted at the Security Guard Desk at 4200 E. Fifth Ave., Columbus, Ohio 43219. **DAS/OIT or ODJFS- Contracts & Acquisitions WILL NOT ACCEPT PROPOSALS FOR THIS RLB.** JFS is not responsible for any proposals delivered to any address other than the address provided above.

All submissions, whether by mail or hand delivery, must be received complete by the above date and time. Materials received after the submission deadline date, or partial submissions received regardless of the date, will not be added to previous submissions, nor be considered. The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay. No confirmations of mailed proposals received can be provided.

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

## III. Anticipated Procurement and Project Timetable

| | |
|---|---|
| **10/05/2011** | JFS Releases RLB to Potential Vendors. Q & A Period Opens - Vendors may submit inquiries for RLB clarification. |
| **10/12/2011** | Vendor Q & A Period closes, 8:00 a.m. for inquiries for RLB clarification<br>- No further inquiries for RLB clarification will be accepted. |
| **10/14/2011** | Deadline for Vendors to Submit Proposals (10:00 A.M., Eastern time). |
| **10/24/2011** | JFS Issues Award Notification (estimated). |
| **11/07/2011** | Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (estimated). |
| **11/07/2011** | Work begins with Vendor team onsite at location to be determined. (estimated). |
| **06/30/2012** | All project work must be completed. |

JFS reserves the right to revise this schedule if in the best interest of the State of Ohio and/or to comply with the State of Ohio procurement procedures and regulations.

***** According to requirements of ORC 126.07, JFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, which is 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 JFS Contract Manager's providing notice that the requirements of section 126.07 of the Ohio Revised Code have been met.

## IV. Internet Question & Answer Period; RLB Clarification Opportunity

Potential vendors may ask clarifying questions regarding this RLB via the Internet during the Question and Answer (Q & A) Period as outlined in Section III. 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/omis/rfq/;**
*** Select RLB Number RLB-OIS-12-020;**
*** Follow the link to the dedicated web page;**
*** Select "Submit Inquiry" near the bottom of the web page; and**
*** Follow the instructions and guidelines as follows to send an e-mail question.**

Questions to this RLB must reference the relevant part of this RLB, the heading for the provision under question, and the number and/or section of the RLB where the provision can be found. The potential vendor must also include his or her name, the company name, and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RLB 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 that the Q & A period closes.
ODJFS responses to all questions asked via the Internet will be posted on the Internet web site dedicated to this RLB, for reference by all potential vendors. Potential vendors will not receive personalized or individual e-mail responses. Clarifying questions asked and ODJFS responses to them comprise the "ODJFS Question and Answer Document" for this RLB; when possible, ODJFS may post an interim Q & A Document as well as the final

version. Vendor proposals in response to this RLB are to take into account any information communicated by ODJFS in the Final Q & A Document for the RLB. **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 any RLB.**

Accessibility to the ODJFS Q & A Document will be clearly identified on the web site dedicated to this RLB, **once that document is made available.**

IMPORTANT: Requests from potential vendors for copies of previous RLBs, 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 RLB. PRRs, submitted in accordance with directions provided in Section XVI. Communication Prohibitions will be honored. The posted time frames for ODJFS responses to Internet or faxed questions for RLB clarification do not apply to PRRs.

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 RLB; therefore, vendors are to base their RLB responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in the RLB and, if applicable, in the Q&A document, NOT on details of a current or past related contract. 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.

ODJFS will only answer those questions submitted within the established time period for the vendor Q & A process (see Section III. Anticipated Procurement Timetable, above), and which pertain to issues of RLB clarity, and which are not requests for public records. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions.

## V. Qualifications

In order to be considered for the project described in this RLB, ODJFS requires that interested vendors **must** meet, at minimum, **all** the following qualification requirements:

### A. Required Vendor Qualifications

In order to be considered for the purchase order expected to result from this bid request, ODJFS requires that interested IT vendors must be an Office of Information Technology (OIT) State Term Schedule (STS) authorized vendor.

- IT vendors are required to submit a copy of their current STS cover page as part of their proposals. Proposals submitted from any other entity or individuals will be rejected.

**IT vendors which do not meet the above requirement will be disqualified from further consideration for award. Additionally, other procedural requirements (such as receipt by ODJFS of a proposal by the stated deadline) are established on the Technical Proposal Score Sheet, and failure to comply with any of those will also result in disqualification from any consideration.**

### B. Organizational Experience and Capabilities

In order to be considered for the purchase order expected to result from this RLB, ODJFS requires that interested vendors provide the following:

1. Background information on the vendor, including subcontractors, if appropriate, indicating sufficient organizational experience and staffing to perform the required work. In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment are required as well;

2. Descriptions of at least two (2), but no more than four (4) projects completed in the past three (3) years that demonstrate expertise which are similar in size, scope, and effort that is described in Section VI, Scope of Work*;* and

3. Names and contact information from at least two (2) entities for which the vendor has performed similar scale projects in the past three (3) years.

**C. Staff Experience and Capabilities**

The vendor must demonstrate its significant expertise by assigning qualified individuals for this project. Vendor proposals may, at their discretion, propose **UP TO THREE (3) separate candidates for this position needed by ODJFS for this work.** If a vendor proposes multiple candidates for the same position, ODJFS will score each candidate separately.

For each of the individuals a vendor is offering to ODJFS to perform the work, the vendor must, at minimum:

1. Identify the individual to be assigned for the duration of this activity and specify why this individual is key to the activity's success;

2. Include a resume or curriculum vitae for the assigned positions expected to work on the project.

**Important - Sensitive Personal Information Prohibition:** 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 become part of the public record. **ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

**D. Required Qualifications**

Required job experience qualifications for the Programmer Analyst candidate are as follows:

1. Three (3) years experience with VB/ASP/C#.NET programming and development as a programmer analyst;
2. Three (3) years experience programming using relational databases (i.e., Oracle 10g or SQL Server 2005) Experience in the designing and setting-up relational data bases, manipulating relational data, file structures and creating data models;
3. Three (3) years experience in gathering, translating and documenting program specifications and design requirements;
4. Three (3) years experience performing structured unit and/or system testing;
5. Ability to work with or act as a development team lead;
6. Three (3) years experience translating documented or discovered business requirements into system design document(s) and program same in C#.NET;
7. Three (3) years experience in software design and development programming skills;
8. Three (3) years experience in advanced knowledge of structured system lifecycle development processes and techniques;
9. Three (3) years experience creating technical and user documentation according to standards;
10. Three (3) years experience designing and developing enterprise business reports;
11. Three (3) years experience using office automation tools such as Microsoft Project, Microsoft Office Visio, Microsoft Office and other office tool sets;
12. Possess strong analytical skills with the ability to work independently with or without formalized requirements documents;
13. Three (3) years experience in object oriented programming techniques;
14. Completion of associate degree program or undergraduate core program in computer science;
15. Possess excellent written and oral communication skills in the English language.

## VI. Scope of Work

**The Vendor must complete the following Services by June 30, 2012.**

The Bureau of Program Integrity (BPI) works to improve program compliance and quality through program monitoring and fraud control, and the development, analysis and exchange of resulting data. BPI conducts monthly Quality Control reviews on samples of Food Assistance. A web based program is required for this program.

The scope of work for the C# .net developers will be to develop a web based application for the Active Food Assistance cases according to the General Requirements and Use Case documentation. The C# .net developers will be under direction from the development manager and state staff to complete the programming development effort that must be delivered for the project.

1. Possess the ability to translate complex business needs and operations into a system requirements and system design document.

2. Design, develop and test algorithms, processes and screens using C#.NET code, and Oracle 10g or SQL Server 2005 databases

3. Participate in system and user acceptance testing, track test incidents and make software modifications, as indicated.

4. Thoroughly document the new system using standard system design methodologies.

### Warranty Coverage Definition

The warranty period for the Scope of Work as stated in Section VI. will commence on the date of each deployment. The warranty period will remain in effect for a period of 30 consecutive business days for each deployment. Previously existing conditions within the project that were not created and/or modified will not be covered by the current warranty period.

To determine if a deployment is a warranty issue, JFS will investigate each to determine: (1) if the issue is a known existing condition; (2) if the impacted functionality is working in accordance with the associated approved user requirements; or, (3) if the issue is a defect caused by the deployment developed by the vendor's resource. All findings will be documented and shared with all parties. All warranty work will be performed by the vendor at no additional cost to ODJFS.

### Renewals

Unless this RLB is terminated or expires without renewal, it will remain in effect until June 30 2013. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this RLB will automatically expire at the end of the current State Fiscal Year, which is June 30, 2012. ODJFS, however, may renew this RLB prior to the start of a new State Fiscal Year by issuing written notification to the Contractor of the decision to do so. Termination or expiration of this RLB will not limit the Contractor's continuing obligations with respect to contracted services that the State paid for before termination or limit the State's rights in such.

It is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this RLB, the State's obligations under this RLB are terminated as of the date that the funding expires without further obligation of the State.

## VII. Format of Submission

**Vendors interested in submitting letterhead bids must submit three (3) copies of their response in hard copy and one (1) copy of their response on non-rewritable compact disc (CD) in Microsoft Word, Microsoft Excel, or Adobe Portable Document Format (PDF).** If there is any discrepancy between the paper copy and the

electronic copy of the Proposal, the paper copy will control, and the Department will base its evaluation of the Vendor's Proposal on the paper copy.

**The Technical Proposal** must contain all the information as specified and requested for each of the components listed below. A proposal which is incomplete, vague, unjustifiably wordy, unclear, or poorly organized may not be successful. The following outline for the preparation of the Proposal in response to this RLB is intended to assist in the development of effectiveness and clarity.

The vendor's technical proposal must contain the following components (organized in nine (9) primary tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter such as charts, tables, timelines, excerpts of past related projects, etc., must be provided as an appendix to the proposal and so marked as an additional tab. However, the proposal will be scored based on the relevancy to the stated responsibilities as well as the conciseness, clarity, flow, and professionalism of the information presented. Vendors may add information not called for in the RLB, but ODJFS reserves the right to review or not review any non-required materials. All pages shall be sequentially numbered.

**Tab A** – Cover Letter
**Tab B** – Vendor Profile
**Tab C** – Vendor Qualifications – Organizational and Staff Experience
**Tab D** – Standard Affirmation and Disclosure Form
**Tab E** – Required Vendor information and Certifications Document
**Tab F** – Request for Taxpayer ID Form W-9
**Tab G** – Declaration Regarding Material Assistance / Non-assistance to a Terrorist Organization (DMA) form
**Tab H** – Workers Compensation & Insurance Verification
**Tab I** – Cost Summary: Indicate your company's quote for this project.

**Tab A** – Cover Letter: The cover letter must provide the following and be signed by an individual authorized to legally bind the vendor.

1. A statement regarding the vendor's legal structure, federal tax identification number, and principle place of business;
2. The name, address, phone number, and fax number of a contact person who has authority to answer questions regarding the proposal; and
3. Vendors are required to submit a copy of their STS cover page as part of their proposals which includes their valid State Term Schedule (STS) number and expiration date.

**Tab B** – Vendor Profile: The vendor profile must include the type of organization (corporation, partnership, etc.), the type of ownership (corporate officers, partners), number of employees, number of employees engaged in tasks directly related to the work in this request, and any other information that will help the evaluators gauge the ability of the vendor to fulfill the obligations of a subsequent contract.

Vendors should describe how they are qualified to conduct the work described above. Vendors must submit at least two (2) references for work done which is substantially similar to the scope of work described above. Other documents supporting vendor qualifications may also be submitted.

**Tab C** – Vendor Qualifications: In this section the vendor must describe their organizational experience and capabilities as found in V., B, and the Staff Experience and Capabilities as outlined in Section V.,C.

**Tab D** – Standard Affirmation and Disclosure Form: Banning the Expenditure of Public Funds on Offshore Services: This form must be completed and signed by every bidder, offeror, 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. **A copy accompanies this RLB.**

**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.**

**Tab E** – Required Vendor Information and Certifications Document: Vendors must complete, sign in Blue ink, and return with their proposal as part of Tab E of vendor proposal. **A copy accompanies this RLB.**

**Tab F** –Request for Taxpayer ID Form W-9: Vendors must complete, sign in Blue ink, and return with their proposal as part of Tab F of vendor proposal. **A copy can be obtained at the website below.**

**http://www.irs.gov/pub/irs-pdf/fw9.pdf**

**Tab G** – Declaration Regarding Material Assistance / Non-assistance to a Terrorist Organization (DMA) Form:

**All bidders are required to complete and attach the signed Ohio Homeland Security form, "Government Business and Funding Contracts". A copy can be obtained at the website below.**

**http://www.homelandsecurity.ohio.gov/dma/dma_forms.asp**
**Click on: DMA for funding and business contracts**

**Bidders should check the current list of US State Department Terrorist Exclusion list at the Ohio Homeland Security website:**

**http://www.homelandsecurity.ohio.gov/dma/dma.asp**

**Failure to complete, sign, and return the Government Business and Funding Contracts form with your bid, may result in your bid being rejected as being non-responsive.**

**Tab H** – Workers Compensation & Insurance Verification: Bidding Vendor must provide proof (copy of current certificate) that the Vendor is covered by Worker's Compensation Insurance. The Bidding Vendor must also provide proof (copy of current certificate) of Employers Liability or Contractor's Insurance. **All** Bidding Vendors are subject to this requirement.

**Failure to supply a copy of your Worker's Compensation Certificate, and a copy of your Certificate of Liability Insurance with your bid will result in your bid being rejected as being non-responsive.**

**Tab I** – Cost Summary: Indicate your company's quote for this project as indicated accordingly:

| Resource | STS Product / Job Title | STS Rate | Discount Rate | Total Cost (1st year) | Total Cost (2nd year) | Total Cost |
|---|---|---|---|---|---|---|
| | | | | | | |

**Please Note:** The STS Rate is the rate that is stated on your STS for the STS Product / Job Title. The Discount Rate is the rate that you will be billing at for this STS Product / Job Title.

## VIII. Selection Process

Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from JFS. Vendors should not assume that the review members are familiar with their current work activities with JFS. Proposals containing lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. If the vendor chooses to list assumptions when submitting their proposal, JFS may deem assumptions as unacceptable and may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

Final selection of the vendor will be based upon the criteria specified in Sections II., V., VII., and VIII., of this RLB. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review committee may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. JFS reserves the right to require clarification of any information provided in vendors' proposals. In scoring the proposals, JFS will score in three phases:

**A**. **Phase I. Review—Initial Qualifying Criteria:**

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I. Review. **Any "no" for the listed Phase I. criteria will eliminate a proposal from further consideration.**

1. Was the proposal received by the deadline as specified in Section II., of this RLB?

2. Did the vendor submit their proposals in the format described in Section VII., of this RLB?

3. Vendor's proposal includes all required affirmative statements and certifications, signed by the vendor's responsible representative, as described in Attachments A and B, and provide copies of their Worker's Compensation and Insurance verifications as stated within this RLB?

4. Does ODJFS' review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (*i.e.,* the proposal of any vendor whose name appears on the Auditor's website as having an unresolved finding for recovery will be eliminated from further consideration.)?

5. Does the vendor have a current STS which is appropriate for the work described in this RLB?

6. Did the review team (in its initial/cursory review of the vendor's proposal) determine that the proposal was free of trade secret/proprietary/confidential information as specified/restricted in the RLB?

**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 Sections V., and VI., of this RFQ. Using the score sheet for Phase II scoring (see **Attachment C.** of this RLB for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

Each candidate offered in the proposals of each qualifying vendor will he scored collectively by the review team; each such candidate will be scored on a separate score sheet. Each candidate's total technical quality score will be the sum of the point value for all PHASE II evaluation criteria. The candidates who do not earn a total score of at least **the minimum** points (a score which represents that the candidate generally "meets" all the evaluation criteria) out of **the maximum** points as stated, will be disqualified from further consideration. Only those candidates who earn scores at or above the minimum required technical points will advance to PHASE III of the score sheet and selection process.

A maximum of **530** points will be awarded for the Technical Proposal. A technical proposal must achieve a total of at least **304** points (indicating that the vendor is capable of successfully performing contractual duties) out of the possible **530** points to qualify for continued consideration. Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered.

**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: 3**

**"Meets Requirement"**-Vendor proposal fulfills a particular RLB requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 5**

**"Exceeds Requirement"**-Vendor proposal fulfills a particular RLB requirement in all material respects, and offers some additional level of quality in excess of JFS expectations, **Score: 7**

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

**C. Phase III. Review -- Interview Scoring**:

Successful Phase II vendor candidates will be interviewed on-site for this position(s). Each vendor candidate will be asked a series of structured interview questions which will verify how they meet the required qualifications in Section, V., and also, demonstrates a complete understanding of Section VI., Scope of Work. A maximum of **100** points will be awarded for this interview process. No travel or parking expenses, nor any other expenses, will be covered. The vendor is responsible for all travel expenses. There are no reimbursements by ODJFS.

**D. Phase IV. Review -- Costs Scoring:**

Cost will be scored by ranking the vendors on total cost submitted with the proposal. The vendor offering the lowest rate will earn a score of fifty (50) points for the Phase III cost score. Vendors offering rates no more than 10% above the lowest rate will earn a score of forty (40) points; those whose rates are more than 10% above but less than 20% above will earn thirty (30) points; those whose rates more than 20% above but less than 30% above will earn twenty (20) points; and those offering rates more than 30% above but less than 40% above will earn only ten (10) points. Vendors offering rates in excess of 40% over the lowest rate offered will earn no points in the Phase III cost consideration. The points earned through this process are the vendor's Phase III score.

**E. Final Selection**

The PRT will recommend for selection the technically qualified vendor with the highest Final Total Score. Total Score is determined by adding the available Phase II Technical Proposal points plus Phase III Interview points plus Phase IV Costing points (Total Score = Phase II + Phase III + Phase IV).

***Please Note:**

1. ODJFS reserves the right to cancel any awarded purchase order via e-mail notification. ODJFS may cancel any issued purchase order due to the unavailable status of the specified consultants, as outlined in the vendor's proposal. It is critical to provide only the most qualified and available consultants as part of the vendor's proposal in order for ODJFS to score and rank each consultant during the RLB evaluation phase and avoidance of not being awarded the RLB due to the lack of availability of the original vendor's proposal consultant(s) .

2. **Important Note:** If a vendor's proposed consultant received the highest ranking score as the result of their submitted proposal and that exact consultant is no longer available at the time of purchase order award, ODJFS will move forward with awarding the RLB to the next available highest rank score consultant and their perspective company.

3. ODJFS expects and requires the awarded vendor to secure the same consultant for the entire timeframe of the awarded purchase order. Withdrawal of the consultant or lack of availability as agreed in writing by ODJFS management will result in the termination of the purchase order, and a re-evaluation and award of the RLB.

## F. RLB Negotiations

The State reserves the right to negotiate with the recommended selected vendor to arrive at a final agreement. This includes the right to negotiate all proposed elements to ensure the best possible consideration be afforded to all parties concerned.

During the final phase of the evaluation process, ODJFS may require RLB negotiations to ensure the best interest of the State prior to final award. Negotiations will be scheduled at the convenience of the State. The selected potential vendor(s) must negotiate in good faith. Negotiations may be conducted with any potential vendor who submits a competitive RLB response, but the State may limit discussions to specific aspects of the RLB. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RLB or the potential vendor's proposal, as appropriate. Should the evaluation process have resulted in a top-ranked RLB response, the State may limit negotiations to only that potential vendor and not hold negotiations with any lower ranking potential vendor. If negotiations are unsuccessful with the top-ranked potential vendor, the State may then go down the line of remaining potential vendors, according to rank, and negotiate with the next highest-ranking potential vendor. Lower-ranking potential vendors do not have a right to participate in negotiations conducted in such a manner. If the State decides to negotiate with all the remaining potential vendors, or decides that negotiations with the top ranked potential vendor are not satisfactory and negotiates with one or more of the lower-ranking potential vendors, the State will then determine if an adjustment in the ranking of the remaining potential vendors is appropriate based on the negotiations. The RLB award, if any, will then be based on the final ranking of potential vendors, as adjusted.

Auction techniques that reveal one potential vendor's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a bid response will be reduced to writing by the potential vendor as described below.

Following negotiations, the State may set a date and time for the submission of best and final RLB by the remaining potential vendor(s) with which the State conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require the submissions of best and final RLBs. If best and final RLB are required, they may be submitted only once; unless the State makes a written determination that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final RLBs. Otherwise, discussion of or changes in the best and final RLBs will not be allowed. If a potential vendor does not submit a best and final RLB, the potential vendor's previous RLB will be considered the potential vendor's best and final RLB. It is entirely within the discretion of the State whether to permit negotiations. A potential vendor must not submit a RLB assuming that there will be an opportunity to negotiate any aspect of the RLB. The State is free to limit negotiations to particular aspects of any RLB, to limit the potential vendors with whom the State wants to negotiate, and to dispense with negotiations entirely.

The State generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred potential vendor's RLB. If negotiations fail with the preferred potential vendor, the State may negotiate with the next potential vendor in ranking. Alternatively, the State may decide that it is in the interests of the State to negotiate with all the remaining potential vendors to determine if negotiations lead to an adjustment in the ranking of the remaining potential vendors.

From the opening of the RLB to the award of the RLB, everyone working on behalf of the State to evaluate the RLB will seek to limit access to information contained in the RLB solely to those people with a need to know the information. They will also seek to keep this information away from other potential vendors, and the evaluation committee will not be allowed to tell one potential vendor about the contents of another potential vendor's RLB response in order to gain a negotiating advantage.

Before the award of the RLB or cancellation of the RLB, any potential vendor that seeks to gain access to the contents of another potential vendor's RLB response may be disqualified from further consideration. Negotiated changes will be reduced to writing and become a part of the RLB file open to inspection to the public.

If the State fails to reach an agreement with the recommended selected vendor, then the State may commence negotiations with the next highest potential vendor, or reject all proposals and reinstitute the RLB process.

## IX. Standard Terms and Conditions : Banning the Expenditure of Public Funds on Offshore Services

### A. EXECUTIVE ORDER REQUIREMENTS:

The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

(http://www.governor.ohio.gov/Default.aspx?tabid=1495).

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

### B. TERMINATION, SANCTION, DAMAGES:

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

**If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 100% of the value of the Contract.**

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.
Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

### C. ASSIGNMENT / DELEGATION:

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

## X. 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 CFR164.501 and any amendments thereto.

HIPAA compliance requires, at minimum, that the contractor:

A. Shall not use or disclose PHI except as specifically required under the terms of the contract with ODJFS, or as otherwise required under the HIPAA regulations or other applicable law.

B. Shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement.

C. Shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with the contract or applicable law. In addition, the CONTRACTOR shall mitigate any adverse effects of such a breach to the extent possible.

D. Shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the contractor and/or ODJFS agree to the same restrictions and conditions that apply to contractor with respect to the use or disclosure of PHI.

E. Shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.

F. Shall make PHI available to ODJFS in order for ODJFS to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by ODJFS, incorporate any amendments into the information held by the contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.

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

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

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

## XI. State Contracts

Responses 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 percent of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment B**) to report this information, and include the completed document in the vendor's proposal as specified in **Section VII., Instructions for Format of Submissions,** of this RLB.

## XII. Trade Secrets Prohibition; Public Information Disclaimer

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

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

**Any proposals submitted in response to any ODJFS RFP, RLB, etc. which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.**

## XIII. Contractual Requirements

Any purchase order resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the OIT State Term Schedule, which is available upon request. Potential vendors are strongly encouraged to download and read a copy of the Schedule to be fully aware of OIT Schedule requirements.

### A. 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 "Standard Affirmation and Disclosure Form" provided as Attachment A. to this RLB. 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 include the completed and signed Standard Affirmation and Disclosure Form will result in the vendor's disqualification from consideration.**

### B. Ethical and Conflict of Interest Requirements

1. No Vendor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

2. No Vendor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees.

3. Any Vendor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any Vendor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by ODJFS to enter into a contract.

4. ODJFS employees and Vendors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

5. In submitting a bid in response to this solicitation the vendor certifies that it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws and the Governor's Executive Order 2007-01S pertaining to ethics. The vendor further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned executive order.

### C. Interview

Vendors submitting proposals are requested to participate in an in-depth, on-site interview as part of the evaluation process. The interview may include participants from ODJFS and any representatives that ODJFS may appoint. The vendor shall bear all costs of any scheduled interview**.** Failure to interview will disqualify the vendor from the award of the RLB. ODJFS solely reserves the right to offer alternative interview options to meet Phase III requirement through ODJFS executive management approval, when deemed necessary.

### D. 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 a contractor prior to this notification will NOT be reimbursable by ODJFS.**

### E. 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.

### F. Travel and Parking Expense Reimbursement

No travel or parking expenses, nor any other expenses, will be covered.

### G. Public Release of Records

Public release of any evaluation or monitoring reports funded under this contract 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.

### H. Confidentiality

All contracts or other business agreements 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.

## XIV. Other Requirements

### A. Unresolved Findings for Recovery (R.C. 9.24)

Ohio Revised Code 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 or business agreement arising out of this RLB, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to the evaluations of any proposal submitted pursuant to this RLB. 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.

### B. 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 described in this RLB, 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 that the behavior that led to the claims could negatively impact vendor's performance of the work, and the best interests of ODJFS.

### C. 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 RLB. 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.

### D. Vendor Selection Restriction

Any vendor deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RLB, shall not be selected for this project.

### E. Waiver of Minor Proposal Errors

ODJFS may, at its sole discretion, waive minor errors or omissions in proposals, bids, and/or forms when those errors do not unreasonably obscure the meaning of the content. Additionally, ODJFS reserves the right to request clarifications or completions from vendors to any information in their proposals, bids, and/or forms, and may request such clarification as it deems necessary at any point in the proposal/bid review process.

## XV. Caveat

ODJFS is under no obligation to select a vendor 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 with the project.

## XVI. Communications Prohibited

From the issuance date of this RLB until the contract award has been formally announced by the ODJFS Director, there may be no communications concerning the RLB between any vendor which expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RLB or the selection of the Vendor(s).

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section IV, Internet Question and Answer Period;

2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RLB;

3. As part of an interview or proposal clarification process initiated by ODJFS as necessary to make a final vendor selection;

4. If it becomes necessary to revise any part of this RLB, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RLB;***** and

5. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services.

*** Important Note:** Amendments to the RLB or to any documents related to it will be accessible to interested vendors through the original web page established for the RLB. All interested vendors must refer to that web page regularly for amendments or other announcements. ODJFS will not specifically notify any vendor of changes or announcements related to this RLB 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 RLB that was obtained or gathered through a source other than the Question and Answer process described in this RLB. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

## XVII. Protests

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

1. A protest may be filed by a prospective or actual bidder objecting to the award of a purchase order resulting from this solicitation. The protest shall be in writing and shall contain the following information:

    a. The name, address, and telephone number of the protestor;
    b. The name and number of the solicitation being protested;
    c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
    d. A request for a ruling by ODJFS;
    e. A statement as to the form of relief requested from ODJFS; and
    f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

2. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal Services, within the following periods:

    a. A protest based on alleged improprieties in the issuance of the RLB 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. of the closing date for receipt of proposals as specified in Section II., Time and Date of Submission.

    b. If the protest relates to the announced intent to make the award, the protest shall be filed no later than 3:00 p.m. of the seventh ($7^{th}$) calendar day after ODJFS issues award notification to all responding vendors regarding the State's intent to the award. The date

of this ODJFS notification 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.

3. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal Services after the time periods set forth in Item #2 of this section.

4. All protests must be filed at the following location:

   Chief Legal Counsel, Office of Legal Services
   Ohio Department of Job and Family Services
   30 East Broad Street, 31st Floor
   Columbus, Ohio 43215-3414

5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.

6. ODJFS' Office of Legal Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

## XVIII. ATTACHMENTS

**A. Standard Affirmation and Disclosure Form** ***(Vendors are to complete, sign, & return with their proposal as part of TAB D of Vendor Proposal)***

**B. Required Vendor Information and Certification Document** ***(Vendors are to complete, sign, & return with their proposal as part of TAB E of Vendor Proposal)***

**C. Technical Proposal Score Sheet** ***(Provided for vendor self-evaluation - not to be returned with the bid)***

### ACCOMPANIMENTS

**A. Request for Taxpayer Identification Form W-9** ***(Vendors are to complete, sign in BLUE ink, & return with their proposal as part of TAB F of Vendor Proposal)***

**B. Declaration Regarding Material Assistance/Non-assistance To A Terrorist Organization (DMA) Form** ***(Vendors are to complete, sign, & return with their proposal as part of TAB G of Vendor Proposal)***

Thank you for your interest in this project.

**Attachment A**

**ODJFS RLB #: RLB-OIS-12-020**

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Banning the Expenditure of Public Funds on Offshore Services

This form must be completed and signed by every bidder, offeror, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This form 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.

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**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the Signee affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John R. Kasich. If awarded an agreement, the Signee becomes the Contractor/Grantee and affirms that both the Contractor/Grantee and any of its subcontractors/subgrantees shall perform no services requested under this Agreement outside of the United States. The Executive Order is attached and is available at the following website: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).

The Signee shall provide all the name(s) and location(s) where services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Signee not responsive and no further consideration will be given to the response. Signee's offering will not be considered. If the Signee will not be using subcontractors/subgrantees, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor/Grantee:

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

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

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

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

2. Location where services will be performed by Contractor/Grantee:

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

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

| | |
|---|---|
| (Address) | (Address, City, State, Zip) |

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

| | |
|---|---|
| (Name) | (Address, City, State, Zip) |
| (Name) | (Address, City, State, Zip) |
| (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/Grantee:

| | |
|---|---|
| (Address) | (Address, City, State, Zip) |

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

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

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

# Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

**WHEREAS**, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

**WHEREAS**, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

**WHEREAS**, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

**NOW THEREFORE,** I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

d. All APOs have adequate training which addresses the terms of this Order.

4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.

John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

Ohio | Department of Job and Family Services

**Attachment B**

**Bureau of Program Integrity / Web-Based Audit System**
**RLB#: RLB-OIS-12-020**

## REQUIRED VENDOR INFORMATION and CERTIFICATIONS

**Purpose:** The Ohio Department of Job and Family Services (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 RLB #:** | **2. Proposal Due Date:** |
| **3. Vendor Name:**<br><br>(legal name of the vendor – person or organization – to whom contract\purchase payments would be made) | **4. Vendor Federal Tax ID # or Social Security #:**<br><br>(this number MUST correspond with the name in Item # 3) |
| **5. Vendor Corporate Address:** | **6. Vendor Remittance Address: (or "same" if same as Item # 5)** |
| **7. Print or type information on the vendor representative/contact person authorized to answer questions on the proposal\bid:**<br><br>**Vendor Representative:**<br>**Representative's Title:**<br>**Address:**<br>**Phone #:**<br>**Fax #:**<br>**E-Mail:** | |

**8. 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:**
**Representative's Title:**
**Address:**
**Phone #:**
**Fax #:**
**E-Mail:**

**9. Is this vendor an Ohio certified MBE? Yes ☐ No ☐ If yes, attach a copy of current certification to proposal\bid. (**<u>IF</u> 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 <u>WILL RESULT IN DISQUALIFICATION</u>.)

**10. 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 Unites 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.**

***<u>AND</u>***

**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.**

***<u>AND</u>***

**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 for 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.**

**11. 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 "Standard Affirmation and Disclosure Form." **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THE STANDARD AFFIRMATION AND DISCLOSURE FORM, WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD**.

**12. 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:** | _____ | _____ | (Ohio Certified MBE/EDGE) |

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:** | _____ | _____ | (Ohio Certified MBE/EDGE) |

**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, 2004) 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*

**13. 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 Governor Strickland's 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.

**14. 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.)

Ohio | Department of Job and Family Services

# ATTACHMENT C

## Bureau of Program Integrity / Web-Based Audit System
## RLB#: RLB-OIS-11-020
## Technical Proposal Score Sheet

**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 Section Reference | YES | NO |
|---|---|---|---|---|
| 1 | Was the vendor's proposal received by the deadline as specified in the RLB? | II. and III. | | |
| 2 | Did the vendor submit their proposals in the format described in Section VII., of this RLB? | VII. | | |
| 3 | Vendor's proposal includes all required affirmative statements and certifications, signed by the vendor's responsible representative, as described in Attachments A and B, and provide copies of their Worker's Compensation and Insurance verifications as stated within this RLB? | VII., XI., XIII. and XVIII. | | |
| 4 | Does ODJFS' review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (*i.e.*, the proposal of any vendor whose name appears on the Auditor's website as having an unresolved finding for recovery will be eliminated from further consideration.)? | VIII. and XIV. | | |
| 5 | Does the vendor have a current STS which is appropriate for the work described in this RLB? | I., V.,VII. and VIII. | | |
| 6 | Did the review team (in its initial/cursory review of the vendor's proposal) determine that the proposal was free of trade secret/proprietary/confidential information as specified/restricted in the RLB? **Please Note:** Any findings of trade secret/proprietary/confidential information will **disqualify** your proposal from further consideration immediately upon the discovery of such unallowable claim. | VIII. and XII. | | |

**PHASE II: Criteria for Scoring of Technical Proposal**

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS, Office of Information Services, Bureau of Application Development. 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 | 3 | 5 | 7 |
|---|---|---|---|
| Does Not Meet Requirement | Partially Meets Requirement | Meets Requirement | Exceeds Requirement |

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 **304** points (a score which represents that it "meets" all the evaluation criteria) out of a maximum of **530** points, will be disqualified from further consideration. Only those vendors who's Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III.

**PHASE II: Criteria for Scoring of Technical Proposal**

**Vendor/Applicant Name:_____**

| ITEM # | PHASE II EVALUATION CRITERIA | RLB SEC. REF. | weight | Doesn't Meet 0 | Partially Meets 3 | Meets 5 | Exceeds 7 |
|---|---|---|---|---|---|---|---|
| | **ORGANIZATIONAL EXPERIENCE & CAPABILITIES** | | | | | | |
| 1 | Does the Vendor Profile give brief descriptions of, and provide contact information for at least two (2) recent references (within the past three (3) years), for similar work? | VII | 1 | | | | |
| 2 | Does the work projects described indicate the general capabilities of the vendor to successfully manage the work described in this RLB? | VII | 2 | | | | |
| | **CANDIDATE REQUIRED QUALIFICATIONS** | | | | | | |
| 3 | Three (3) years experience with VB/ASP/C#.NET programming and development as a programmer analyst | V | 15 | | | | |
| 4 | Three (3) years experience programming using relational databases (i.e., Oracle 10g or SQL Server 2005) Experience in the designing and setting-up relational data bases, manipulating relational data, file structures and creating data models | V | 10 | | | | |
| 5 | Bachelor or higher level degree Three (3) years experience in gathering, translating and documenting program specifications and design requirements | V | 5 | | | | |
| 6 | Three (3) years experience performing structured unit and/or system testing | V | 5 | | | | |
| 7 | Three (3) years experience translating documented or discovered business requirements into system design document(s) and program same in C#.NET | V | 5 | | | | |
| 8 | Three (3) years experience in software design and development programming skills | V | 5 | | | | |
| 9 | Three (3) years experience in advanced knowledge of structured system lifecycle development processes and techniques | V | 5 | | | | |
| 10 | Three (3) years experience creating technical and user documentation according to standards determination) | V | 5 | | | | |
| 11 | Three (3) years experience designing and developing enterprise business reports | V | 5 | | | | |
| 12 | Three (3) years experience using office automation tools such as Microsoft Project, Microsoft Office Visio, Microsoft Office and other office tool sets | V | 5 | | | | |
| 13 | Three (3) years experience in object oriented programming techniques | V | 5 | | | | |
| 14 | Completion of associate degree program or undergraduate core program in computer science | V | 1 | | | | |
| 15 | Possess strong analytical skills with the ability to work independently with or without formalized requirements documents | V | 1 | | | | |
| 16 | Possess excellent written and oral communication skills in the English language. | V | 1 | | | | |
| (NOTE: If the vendor or candidate earned a score of "0" for any of the above criteria, the vendor or candidate **may be disqualified.** | | | | | | | |
| | **Column Subtotal of "Partially Meets" points** | | | | | | |
| | **Column Subtotal of "Meets" points** | | | | | | |
| | **Column Subtotal of "Exceeds" points** | | | | | | |
| | **PHASE II TOTAL TECHNICAL SCORE:** (The point value earned on each criterion is multiplied by that criterion's weight, and then the sum of all those weighted scores is the Phase II score for the candidate.) | | | | | | |

**Based upon the Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation? (Vendor's Grand Total Technical Score must be at least 304 points.)**

**Yes** _____ **No** _____ (If "No," Vendor's Technical Proposal will not be considered)

**PHASE III: Criteria for Interview Scoring**

| Vendor | Applicant / Candidate | Interview Score (100 points maximum) |
|---|---|---|
| | | |

**Candidate's Total Score**

| Applicant / Candidate | Phase II Points Technical Proposal | Phase III Points Interview | Phase IV Points Costing | Total Score |
|---|---|---|---|---|
| | | | | |