



Department of Job and Family Services

**Ohio Department of Job and Family Services
Request for Letterhead Bids (RLB)
OJI Extended Benefits
Information Technology Consultant Services
RLB#: RLB-OIS-11-002**

I. Purpose

The Ohio Department of Job & Family Services through the Office of Information Services (OIS) is soliciting proposals from certified vendors with 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 related services under their STS to support the ODJFS/IS Bureau of Portfolio Management.

The intent of this request is to obtain four (4) Information Technology (IT) professionals. These resources will provide IT Programming Services for the Office of Information Services. Specific duties of the IT professionals include, but are not limited, to:

- A. In concert with business users, collect, refine requirements, and perform high level design in response to legislative initiatives and performance needs in the Unemployment Compensation area. These features will be built on the Ohio Job Insurance (OJI) System.
- B. Design, develop and test algorithms and screens using JAVA code, COBOL code, WAS workspace, and DB2 database. This would include building on the current application interfaces for the OJI system as well as conforming to the industry standard interfaces.

This RLB seeks two (2) COBOL Developers, (1) Systems Data Analysts and (1) Senior Systems Tester. Vendors may choose to submit candidates for all or any of the requested positions.

The normal work schedule for the State of Ohio is Monday through Friday 8:00 am to 5:00 pm. Each independent contractor position selected under this contract will have a maximum of 2,080 hours commencing on or about **November 8, 2010**, and continuing until all the hours have been expended or through June 30, 2011, whichever occurs first. ODJFS may not require the use of all 2,080 hours of service for each of the five (5) selected resources. 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.

The vendor's State Term Schedule must be 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, 2011. 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.

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 18, 2010**. 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
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 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. 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

10/7/2010	JFS Releases RLB to Potential Vendors. Q & A Period Opens - Vendors may submit inquiries for RLB clarification.
10/14/2010	Vendor Q & A Period closes, 8:00 a.m. for inquiries for RLB clarification - No further inquiries for RLB clarification will be accepted.
10/18/2010	Deadline for Vendors to Submit Proposals (10:00 A.M., Eastern time).
10/25/2010	JFS Issues Award Notification (estimated).
11/08/2010	Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (estimated).
11/08/2010	Work begins with Vendor team onsite at location to be determined. (estimated).
06/30/2011	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-11-002**;
- * 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

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 RLB, ODJFS requires that interested vendors **must** be an Office of Information Technology (OIT) State Term Schedule (STS) authorized vendor.

Please Note: 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.

Vendors which do not meet both of the above requirements 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 each 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

Candidates offered will be evaluated by ODJFS according to the position classification and job experience qualifications as follows:

Two (2) Senior COBOL Programmers/Analysts

- a. Seven (7) years experience as a COBOL/DB2 Programmer/Analyst with a minimum of three (3) years as a senior level Programmer/Analyst;
- b. Seven (7) years experience programming using DB2 databases;
- c. Three (3) years experience using SQL Query Tool;
- d. Five (5) years COBOL application development experience working on large, complex mainframe applications;
- e. Five (5) years experience with production software design and application development, and overall understanding of the software development lifecycle;
- f. Five (5) years experience performing structured unit, integration and/or system testing with proven ability to create test scenarios and documentation;
- g. Must have strong, proven analytical skills with the ability to work independently with or without formalized requirements documents; and
- h. Must have proven software design experience producing High Level and Detail Design documentation.

AND/OR

One (1) Senior System Data Analysts

- a. Ten (10) years experience as a Senior system analyst in the employment area;
- b. Eight (8) years experience conducting JAD sessions for requirements gathering and definition;
- c. Must have experience using office automation and project planning tools such as Microsoft Project, Microsoft Office Visio, Microsoft Office and other tool sets;
- d. Must have proven experience on complex distributed systems;
- e. Must have experience with performing unit and/or system testing with the ability to document and create test scenarios to be used for unit, system, and/or user acceptance testing;
- f. Must have strong analytical skills with the ability to work independently with or without formalized requirements documents.

AND/OR

One (1) Senior System Testing Analyst

- a. Three (3) years experience testing experience to include (test planning, test development (test cases, test scripts and test scenarios), and test execution) for large, complex multi-platform applications;
- b. Three (3) years experience using HP MERCURY Quality Center;
- c. Must have excellent communication skills with experience using office automation and project planning tools such as Microsoft Project, Microsoft Office Visio, Microsoft Office and other tool sets;
- d. Must have two (2) years experience performing system testing of JAVA applications;
- e. Must have three (3) years experience performing system testing of large mainframe COBOL applications;
- f. Must have strong analytical skills with the ability to work independently with or without formalized requirements documents.

Desirable Qualifications:

- a. Previous experience in Ohio Job Insurance (OJI) development roles;
- b. Previous experience in Ohio Job Insurance (OJI) Testing roles;
- c. Basic knowledge of Unemployment Insurance and Benefits;
- d. Previous experience in Ohio Job Insurance (OJI) System Analyst roles;
- e. Previous experience with unemployment compensation benefits policy;
- f. Previous experience in experience training/ mentoring development and user staff.

Please Note: In addition, Vendors may be required to carry a pager and/or cellular phone (to be provided and maintained at the vendor's expense). There are no additional reimbursable expenses, such as meals, travel, uniforms, etc...

VI. Scope of Work

A. The Contractors must complete the following Services by June 30, 2011.

1. In concert with business users, collect, refine requirements and do high level design in response to legislative initiatives and performance needs in the Unemployment Compensation area. These features will be built on the Ohio Job Insurance (OJI) System.
2. Design, develop and test algorithms and screens using COBOL code and DB2 database. This would include building on the current application interfaces for the OJI system as well as conforming to the industry standard interfaces.
3. Ongoing support for these features to ensure performance and conformance to requirements .

B. 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, ODJFS 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.

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 (see Attachment A).**

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 (see Attachment B).**

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:

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 of Employers Liability or Contractor’s Insurance. **All** Bidding Vendors are subject to this requirement.

Tab I – Cost Summary: Through a cost analysis for the services of a qualified person to fill this role, ODJFS has determined that the hourly rates offered by vendors for this work should fall between the following range for each position at most:

Position/Classification	Cost Per Hour Range
Senior COBOL Programmer	\$75.00 - \$88.00 per hour
Systems Data Analyst	\$75.00 - \$90.00 per hour
Systems Tester	\$48.00 - \$58.00 per hour

While greater qualifications may justify higher rates for the work to be performed, ODJFS will disqualify any proposals in excess of the stated maximum rate for each classification.

The vendor’s quote for this project must be presented in Tab I. as indicated here:

Resource Name	Proposed Position/Classification	STS Labor Category / Job Title	Published STS Rate (for comparison purposes only)	Proposed Hourly Price

The severe budget constraints currently affecting all State Government entities require all possible cost control measures. ODJFS will make any candidate selections based on technical considerations and cost efficiency. While any STS establishes vendors’ maximum rates, government entities utilizing STS vendor services may seek reductions from those published rates. For this project, ODJFS will SCORE competing vendors for their ability to propose prices as low as possible, as described in detail in Section VIII, below, and on the Technical Proposal Score Sheet, which is provided as Attachment C. ODJFS will pay for the services of the vendor selected through this RLB process at the vendor’s proposed hourly price.

VIII. Selection Process

Vendors submitting a response will be evaluated based on the qualifications, 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 ODJFS. Vendors should not assume that the review team members are familiar with their current 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. Final selection of the vendor will be based upon the criteria specified in Sections V., VI., and VII. 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 team may waive minor defects that are not material when the intent is reasonably clear and no prejudice will result to the rights of any vendor or to the public. ODJFS reserves the right to require clarification of any information provided in vendors’ proposals. 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 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. Vendor’s proposal includes all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Section XVII. of this RLB?
3. Included in those certifications, the vendor states that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24?
4. ODJFS’ review of the Auditor of State website verifies that the vendor is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery?
5. Does the proposal indicate that the vendor has an appropriate STS for the period of time in which the work described in the RLB is to be done?
6. Is the vendor a currently certified Ohio IT State-Term Schedule (STS) vendor, with proper documentation provided?

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 RLB. 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 be 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. Phase II Scoring is as follows for each position:

Resource/Position	Minimum Score	Out of a Maximum Score
Senior COBOL Programmer/Analyst	174	248
Senior System Data Analyst	146	208
Senior System Testing Analyst	146	208

Technical Performance Scoring Definitions:

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

“Meets Requirement”-Vendor proposal fulfills a particular RLB requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 2**

“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: 4**

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. Price Scoring:

As stated in Section VII, above, the prices offered to ODJFS by each qualifying vendor (i.e., each vendor that earns at least the minimum acceptable Technical Proposal Score in Phase II) will be scored in Phase III. Points will be awarded by ranking the vendors from lowest offered price to highest, provided the price does not exceed the maximum acceptable price stated in Section VII. Any vendor that offers a price higher than that stated maximum **WILL BE DISQUALIFIED.**

Pricing will be scored by rank-ordering vendors according to the proposed hourly prices submitted in Tab I. of vendor proposals, and comparing them to the expected price range set by ODJFS in Section VII. for this work. If a qualifying vendor offers a price below the lowest price in that range, its Phase III score will be fifty (50) points, which will then be added to its Phase II. technical quality score; the resulting sum will be that vendor’s Final Total Score. The vendor offering the lowest price within the range stated in Section VII., will earn forty (40) points for its Phase III price score. The vendor offering the second lowest price within that range will earn thirty (30) points; the third lowest will earn twenty (20) points; the fourth lowest will earn ten (10) points; and the fifth lowest price will earn only five (5) points. Regardless of the rank-ordering of vendors’ proposed prices, the price scoring points will be awarded only IF the offered price is at least five percent (5%) BELOW the maximum price in the stated price range (e.g., vendors that propose the maximum price or a price no more than 4.99% below that maximum will earn no points in the price scoring phase). Should any vendors offer identical prices that qualify for any Phase III points, the same points will be awarded to those vendors.

The points earned through this Phase III price scoring process will be added to the technical quality scoring, Phase II, on the Technical Proposal Score Sheet to result in that vendor’s Final Total Score.

D. Final Selection

The PRT will recommend for selection the technically qualified vendor with the highest Final Total Score. At its sole discretion, ODJFS may choose to conduct interviews prior to final vendor selection. Interview question responses will then be considered according to a process comparable to the Technical Proposal Scoring described in Section VIII., Selection Process of this RLB.

The state reserves the right to interview up to 30 candidates prior to final selection.

***Please Note: ODJFS also reserves the right to cancel the RLB (in whole or in part) and not proceed with the project.**

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 2010-09S issued by Ohio Governor Ted Strickland 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 D**) 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 may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODJFS and any representatives it may appoint. 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.

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. Contractual 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 available from ODJFS upon request. Potential vendors are strongly encouraged to read the model contract to be fully aware of all ODJFS contractual requirements.

G. Travel and Parking Expense Reimbursement

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

H. 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.

I. 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 third (3rd) business 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*)

ACCOMPLISHMENTS

1. **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*)
2. **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-11-002

DEPARTMENT OF ADMINISTRATIVE SERVICES/OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

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.

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 2010-09S issued by Ohio Governor Ted Strickland. 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)

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)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. 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



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

**Banning the Expenditure
of Public Funds for Offshore Services**

- 1. Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times 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 global recession.
- 2. No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
 - a. The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
 - b. The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.
- 3. Ohio's Policy Has Been -- and Must Continue To Be -- That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
- 4. Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:

- a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
- b. 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.
- c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all, of the following:
 - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:
 - (i) Affirm that they understand and will abide by the requirements of this Order.
 - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - (iii) 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.
 - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
 - ii. All APOs are ensuring 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.
 - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - (b) 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 sub-contractor, will not be considered.

iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.

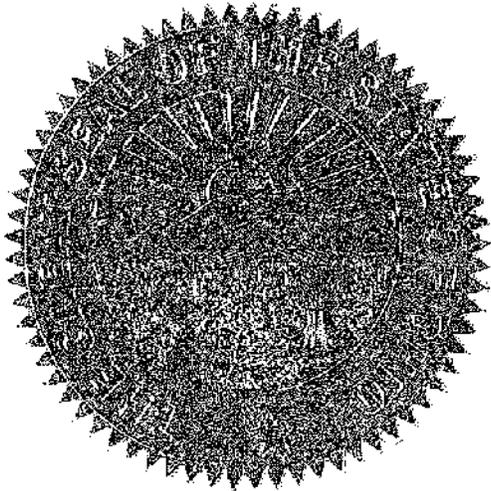
iv. All APOs have adequate training which addresses the terms of this Order.

5. Exceptions. 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 Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.

b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.





Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

Attachment B

ODJFS RLB #: RLB-OIS-11-002

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: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	4. Vendor Federal Tax ID # or Social Security #: (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 <u>authorized to answer questions on the proposal\bid:</u> Vendor Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	

8. Print or type the name of the vendor representative 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 (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. (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.)

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 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 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:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
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:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
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 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 14 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

15. 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.)



ATTACHMENT C
OJI Extended Benefits IT Consultant Services
RLB#: RLB-OIS-11-002
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

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, and none of its offered candidates will be considered for the project.

Vendor Name: _____

Table with 5 columns: ITEM, PROPOSAL ACCEPTANCE CRITERIA, RLB Section Reference, YES, NO. It contains 6 rows of evaluation criteria.

PHASE II: Criteria for Scoring of Technical Quality

Technical proposals for each qualifying vendor (i.e., those passing all Phase I criteria) and each Report Professional Candidate offered by each qualifying vendor will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS. Each candidate offered by the vendor will be scored separately according to the criteria provided below. For each of the evaluation criteria on the score sheet, reviewers will collectively judge whether the proposal and candidate exceed, meet, or fail to meet the requirements expressed in the RLB, and applying the appropriate weight, assign the appropriate point value, as follows:

- Does Not Meet Requirement/Expectation -- 0 points
Meets Requirement/Expectation = 2 points
Exceeds Requirement/Expectation = 4 points

Each candidate offered in the proposals of each qualifying vendor will be 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. Phase II Scoring is as follows for each position:

Resource/Position	Minimum Score	Out of a Maximum Score
Senior COBOL Programmer/Analyst	174	248
Senior System Data Analyst	146	208
Senior System Testing Analyst	146	208

For Senior COBOL Programmer/Analyst

Candidate's Name: _____

ITEM #	PHASE II EVALUATION CRITERIA	RLB SEC. REF.	weight	Doesn't Meet 0	Meets 2	Exceeds 4
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? (Yes = 2 pts., No = 0 pts.)	VII	1			
2	Do the work projects described indicate the general capabilities of the vendor to successfully manage the work described in this RLB? (Yes = 2 pts., No = 0 pts.)	VII	1			
CANDIDATE REQUIRED QUALIFICATIONS						
3	Seven (7) years experience as a COBOL/DB2 Programmer/Analyst with a minimum of three (3) years as a senior level Programmer/Analyst	V	15			
4	Seven (7) years experience programming using DB2 databases	V	10			
5	Three (3)years experience using SQL Query Tool	V	5			
6	Five (5) years COBOL application development experience working on large, complex mainframe applications	V	5			
7	Five (5) years experience with production software design and application development, and overall understanding of the software development lifecycle	V	5			
8	Five (5) years experience performing structured unit, integration and/or system testing with proven ability to create test scenarios and documentation	V	5			
9	Must have strong, proven analytical skills with the ability to work independently with or without formalized requirements documents	V	5			
10	Must have proven software design experience producing High Level and Detail Design documentation	V	5			
11	Previous experience in Ohio Job Insurance (OJI) Development roles	V	1			
12	Previous experience in Ohio Job Insurance (OJI) Testing roles	V	1			
13	Basic knowledge of Unemployment Insurance and Benefits	V	1			
14	Previous experience in Ohio Job Insurance (OJI) System Analyst roles	V	1			
15	Previous experience with Unemployment Compensation benefits policy	V	1			
16	Previous experience in experience training/ mentoring development and user staff.	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 "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 Phase II Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation? (Candidate's Phase II Total Technical Score must be at least 174 points.)

Yes _____ No _____

(If "No," this candidate is disqualified from any further consideration for this project.)

For Senior System Data Analyst

Candidate's Name: _____

ITEM #	PHASE II EVALUATION CRITERIA	RLB SEC. REF.	weight	Doesn't Meet 0	Meets 2	Exceeds 4
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? (Yes = 2 pts., No = 0 pts.)	VII	1			
2	Do the work projects described indicate the general capabilities of the vendor to successfully manage the work described in this RLB? (Yes = 2 pts., No = 0 pts.)	VII	1			
CANDIDATE REQUIRED QUALIFICATIONS						
3	Ten (10) years experience as a senior system analyst in the employment area	V	15			
4	Eight (8) years experience conducting JAD sessions for requirements gathering and definition	V	10			
5	Must have experience using office automation and project planning tools such as Microsoft Project, Microsoft Office Visio, Microsoft Office and other tool sets	V	5			
6	Must have proven experience on complex distributed systems	V	5			
7	Must have experience with performing unit and/or system testing with the ability to document and create test scenarios to be used for unit, system and/or user acceptance testing	V	5			
8	Must have strong analytical skills with the ability to work independently with or without formalized requirements documents	V	5			
9	Previous experience in Ohio Job Insurance (OJI) Development roles	V	1			
10	Previous experience in Ohio Job Insurance (OJI) Testing roles	V	1			
11	Basic knowledge of Unemployment Insurance and Benefits	V	1			
12	Previous experience in Ohio Job Insurance (OJI) System Analyst roles	V	1			
13	Previous experience with Unemployment Compensation benefits policy	V	1			
14	Previous experience in experience training/ mentoring development and user staff.	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 "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 Phase II Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation? (Candidate's Phase II Total Technical Score must be at least 146 points.)

Yes _____ No _____

(If "No," this candidate is disqualified from any further consideration for this project.)

For Senior System Testing Analyst

Candidate's Name: _____

ITEM #	PHASE II EVALUATION CRITERIA	RLB SEC. REF.	weight	Doesn't Meet 0	Meets 2	Exceeds 4
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? (Yes = 2 pts., No = 0 pts.)	VII	1			
2	Do the work projects described indicate the general capabilities of the vendor to successfully manage the work described in this RLB? (Yes = 2 pts., No = 0 pts.)	VII	1			
CANDIDATE REQUIRED QUALIFICATIONS						
3	Three (3) years experience testing experience to include (test planning, test development (test cases, test scripts and test scenarios), and test execution) for large, complex multi-platform applications.	V	15			
4	Three (3) years experience using HP MERCURY Quality Center	V	10			
5	Must have excellent communication skills with experience using office automation and project planning tools such as Microsoft Project, Microsoft Office Visio, Microsoft Office and other tool sets	V	5			
6	Must have two (2) years experience performing system testing of JAVA applications	V	5			
7	Must have three (3) years experience performing system testing of large mainframe COBOL applications	V	5			
8	Must have strong analytical skills with the ability to work independently with or without formalized requirements documents	V	5			
9	Previous experience in Ohio Job Insurance (OJI) Development roles	V	1			
10	Previous experience in Ohio Job Insurance (OJI) Testing roles	V	1			
11	Basic knowledge of Unemployment Insurance and Benefits	V	1			
12	Previous experience in Ohio Job Insurance (OJI) System Analyst roles	V	1			
13	Previous experience with Unemployment Compensation benefits policy	V	1			
14	Previous experience in experience training/ mentoring development and user staff.	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 "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 Phase II Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation? (Candidate's Phase II Total Technical Score must be at least 146 points.)

Yes _____ No _____

(If "No," this candidate is disqualified from any further consideration for this project.)

PHASE III Cost Proposal Consideration

Does the vendor's proposed price does exceed the maximum price ODJFS has set for this work in Section VII. of the RLB?

No _____ Yes _____

(If "YES," this candidate is disqualified from any further consideration for this project.)

Rank of this percentage of discount among qualifying vendors is : _____

Price offered is BELOW the stated acceptable price range: add 50 points _____

Lowest within stated range: add 40 points* _____

Second Lowest - add 30 points* _____

Third Lowest - add 20 points* _____

Fourth Lowest - add 10 points* _____

Fifth Lowest - add 5 points* _____

* - Must be at least 5% below the stated maximum acceptable price to qualify for ANY added points

Only individual candidates earning at least the minimum stated points for each position in Phase II scoring will advance to Phase III review. Pricing will then be considered for those candidates by ranking the vendor's hourly price offered for their candidate's services and comparing it to the state price range anticipated by ODJFS for the work. This is considered the Phase III total score. When appropriate, Phase III points will be added to the Phase II score, resulting in the total final score for each technically qualified vendor/candidate. The candidate available to ODJFS that earns the highest total score will be recommended for selection for the work.

Caveats:

- For those projects for which ODJFS seeks multiple candidates, if one vendor earning the highest total score could offer all candidates needed for this work, ODJFS may, at its sole discretion for any administrative reasons, offer portions of the work to more than one vendor. However, if selections of multiple vendors' candidates are made, the candidates will be the successively highest scoring individuals.

- In scoring vendor bids, ODJFS reserves the right to waive minor defects, errors, or omissions in a vendor's submissions if those items do not unreasonably obscure the meaning of the information in the bids. ODJFS further reserves the right to contact vendors to request clarification of any information or materials in the bid packet. Any such communication initiated by ODJFS is not considered a violation of the Communication Prohibition Section of this RLB (Section XIV.).