Ohio Department of Job and Family Services
Request for Letterhead Bids (RLB)
Senior System Testing Analysts -OJI
RLB#: RLB-OIS-12-023

*****RE-POST*****

I. Purpose

The Ohio Department of Job & Family Services through the Office of Information Services (OIS) is soliciting proposals from a **Minority Business Enterprise (MBE) / Encouraging Diversity Growth & Equity (EDGE) vendor or MBE/EDGE vendor** who has an approved Office of Information Technology (OIT) State Term Schedules (STS), or are 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 Application Development.

The intent of this request is to obtain **two (2) Senior System Testing Analysts**. These resources will provide IT Programming Services for the Office of Information Services. Specific duties of the Senior System Testing Analyst include, but are not limited, to:

A. In concert with business users, collect, refine requirements, and perform test planning and design for software developed 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. Test algorithms and screens built 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.

C. Ongoing test support for these features to ensure performance and conformance to requirements.

This RLB seeks two (2) Senior System Testing Analysts. 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 1,730 hours commencing on or about **December 21, 2011**, and continuing until all the hours have been expended or through June 30, 2012, whichever occurs first. Any resource may be released by ODJFS thirty (30) working days after the vendor is notified in writing that the services of that IT Consultant will no longer be required.

The MBE/EDGE 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, 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 MBE/EDGE 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 November 22, 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
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

11/15/2011	JFS Releases RLB to Potential Vendors. Q & A Period Opens - Vendors may submit inquiries for RLB clarification.
11/18/2011	Vendor Q & A Period closes, 8:00 a.m. for inquiries for RLB clarification - No further inquiries for RLB clarification will be accepted.
11/22/2011	Deadline for Vendors to Submit Proposals (10:00 A.M., Eastern time).
12/14/2011	JFS Issues Award Notification (estimated).
12/20/2011	Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (estimated).
12/21/2011	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-12-023;**
*** 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 bid request, ODJFS requires that interested MBE/EDGE vendors must be an Office of Information Technology (OIT) State Term Schedule (STS) authorized vendor. MBE/EDGE vendors must also hold a current MBE/EDGE vendor certification. MBE/EDGE vendors are required to submit a copy of their current STS cover page as part of their proposals. MBE/EDGE vendors must also submit a copy of their MBE certification. Proposals submitted from any other entity or individuals will be rejected.

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- MBE/EDGE vendors are required to submit a copy of their current MBE vendor certification as part of their proposals. Proposals submitted from any other entity or individuals will be rejected.

MBE/EDGE vendors which do not meet 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) 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 <u>for each</u> 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 System Testing Analysts

a. Three (3) years testing experience to include (test planning, test development (test cases, test scripts and test scenarios for both manual and automated testing), and test execution) for large, complex multi-platform applications;
b. Three (3) years experience using HP Testing Suite Tools v 9.2 or higher (i.e. Quality Center, Performance Center and/or Quick Test Professional);
c. Four (4) years experience using office automation tools (i.e. Microsoft Word, MS Excel, Snagit, Crystal Reports, etc) and project planning tools (i.e. Clarity, Microsoft Project) and others;
d. Must have two (2) years experience performing system testing of JAVA applications;
e. Must have two (2) years experience with database query tools and writing SQL (i.e. Toad, AQT or similar tools).

Desirable Qualifications:

a. Two (2) months or more experience in Ohio Job Insurance (OJI) Testing roles;
b. Two (2) months or more experience in Ohio Job Insurance (OJI) test automation;
c. Two (2) months or more experience in training/mentoring test 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, 2012.

1. Perform test planning, design and development of automated regression test scripts for software applications that support the Unemployment Compensation area.

2. In concert with business users, collect, refine requirements and perform test planning and design for software developed in response to legislative initiatives and performance needs in the Unemployment Compensation area.

3. Test algorithms and screens built 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.

4. Ongoing test 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.
4. Vendors are required to submit a copy of their current MBE/EDGE vendor certification as part of their proposal.

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:
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 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 System Testing Analyst	$48.00 - $65.00 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

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 four (4) 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 information as specified/restricted in the RLB?

7. Does the proposal indicate that the vendor has an appropriate MBE/EDGE Certification?

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 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 **176** points will be awarded for the Technical Proposal. A technical proposal must achieve a total of at least **140** points (indicating that the vendor is capable of successfully performing contractual duties) out of the possible **176** 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.

Resource/Position	Minimum Score	Out of a Maximum Score
Senior System Testing Analyst	140	176

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. 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. The structured interview must achieve a total of at least **75** points out of the possible **100** points to qualify for continued consideration to Phase IV. Any structured interview which does not meet the minimum required interview points will be disqualified from any further consideration. 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 IV 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 IV cost consideration. The points earned through this process are the vendor's Phase IV 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 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)***

ACCOMPLIMENTS

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-12-023

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)
(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 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

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

Attachment B

ODJFS RLB #: RLB-OIS-12-023

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 authorized to answer questions on the proposal\bid: **Vendor Representative:** **Representative's Title:** **Address:** **Phone #:** **Fax #:** **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: (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 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.)

Ohio | Department of Job and Family Services

ATTACHMENT C
Senior System Testing Analyst-OJI
RLB#: RLB-OIS-12-023
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: _____

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RLB Section Reference	YES	NO
1	Was the vendor's proposal received by the deadline as specified in Section II., of this RLB?	II.		
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 information as specified/restricted in the RLB? **Please Note:** Any findings of trade secret/proprietary information will **disqualify** your proposal from further consideration immediately upon the discovery of such unallowable claim.	VIII and XII		
7	Does the proposal indicate that the vendor has an appropriate MBE/EDGE Certification?	VII.		

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:

Resource/Position	Minimum Score	Out of a Maximum Score
Senior System Testing Analyst	140	176

For Senior System Testing Analyst - OJI

Candidate _____

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			
3	Does the vendor provide 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	VII	1			
CANDIDATE REQUIRED QUALIFICATIONS						
	Evaluation Criteria	**RLB SEC. REF.**	**Weight**	**Does Not Meet**	**Meets**	**Exceed**
4	Three (3) years experience testing experience to include (test planning, test development (test cases, test scripts and test scenarios for manual and automated tests), and test execution) for large, complex multi-platform applications	V	15			
5	Two (2) years experience performing system testing for complex JAVA applications	V	10			
6	Three (3) years experience using HP Testing Suite Tools v 9.2 or higher (i.e. Quality Center, Performance Center and/or Quick Test Professional)	V	10			
7	Two (2) years experience with database query tools and writing SQL (i.e Toad, AQT or similar tools)	V	5			
8	Four (4) years experience using office automation tools (i.e. Microsoft Word, MS Excel, Snagit, Crystal Reports, etc) and project planning tools (i.e. Clarity, Microsoft Project) and others	V	1			
	Desirable Experience					
9	Two (2) months or more previous experience in Ohio Job Insurance (OJI) testing roles	V	1			
10	Two (2) months or more previous experience in Ohio Job Insurance (OJI) test automation	V	1			
11	Two (2) months or more previous experience in training/mentoring test 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 140 points.)

Yes_____ No_____

Only individual candidates earning at least the minimum required points for each position in Phase II scoring will advance to Phase III Interview Scoring.

PHASE III: Criteria for Interview Scoring

Vendor	Applicant / Candidate	Interview Score (100 points maximum)

PHASE IV – Cost Proposal Consideration

Price offered is the lowest bid: add 50 points _____
No more than 10% above lowest bid: add 40 points _____
More than 10%, but less than 20% above lowest bid – add 30 points _____
More than 20%, but less than 30% above lowest bid – add 20 points _____
More than 30%, but less than 40% above lowest bid – add 10 points _____
Those vendor bids in excess of 40% above lowest bid – add 0 points _____

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

Candidate's Total Score:

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