



Department of  
Job and Family Services

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

December 7, 2012

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Letterhead Bids (RLB) for the purpose of soliciting bids from experienced Court Reporting Services vendors with current certification from the Ohio Department of Administrative Services (DAS) as Ohio Minority Business Enterprises (MBE). The RLB is to select one or more qualified MBE to provide stenographic court reporting services. The selected vendor or vendors will provide certified court reporting services for administrative hearings conducted by ODJFS, and other stenographic services as requested by the ODJFS Office of Legal and Acquisition Services (OLAS). Only vendors that demonstrate their current Ohio MBE certification may submit proposals for this project; proposals from any other vendor will not be considered.

If you are interested in submitting a bid for this important project, please obtain the RFP through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. If you do not have Internet access to this document or experience problems opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at the following telephone number:

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

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

Sincerely,

(Signature on File)

Jay Easterling  
Deputy Director  
Contracts and Acquisitions

30 East Broad Street  
Columbus, Ohio 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

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Department of  
Job and Family Services

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

## Ohio Department of Job and Family Services Request for Letterhead Bids (RLB)

### Court Reporting Services RLB#: JFS-R-1213-02-8049

#### I. Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Letterhead Bids (RLB) for the purpose of soliciting bids from experienced Court Reporting Services vendors with current certification from the Ohio Department of Administrative Services (DAS) as Ohio Minority Business Enterprises (MBE). The RLB is to select one or more qualified MBE to provide stenographic court reporting services. The selected vendor or vendors will provide certified court reporting services for administrative hearings conducted by ODJFS, and other stenographic services as requested by the ODJFS Office of Legal and Acquisition Services (OLAS). Only vendors that demonstrate their current Ohio MBE certification may submit proposals for this project; proposals from any other vendor will not be considered.

OLAS will designate a staff member as the ODJFS Contract Manager to provide on-going supervision of the contractor selected through this RLB. The contract period for this project is expected to run from February of 2013 to June 30, 2013, with possible contract renewals, contingent upon satisfactory performance and continued availability of funding, and at ODJFS discretion, for up to three additional State Fiscal Years (SFY).

ODJFS will only accept proposals from certified MBE vendors whose proposals demonstrate their capability of providing services as described in this RLB. For the purpose of this RLB, the term "vendor" shall be defined as an MBE interested in this opportunity. The terms "bid" and "proposal" may be used interchangeably to indicate materials submitted to ODJFS by a vendor in order to be considered for award of a contract for services described in this RLB. The terms "contractor" and "selected vendor" may be used interchangeably in reference to a vendor selected by ODJFS through this RLB for contract award.

ODJFS is under no obligation to enter into a contract 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 not to 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

Vendors interested in submitting letterhead bids must make their submission not later than **3:00 p.m. Eastern (local) Time on Tuesday, January 15, 2013**. Faxes will not be accepted. Bids must be addressed to:

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

For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31<sup>st</sup> Floor. All bids received on the due date will be accepted by the Office of Contracts and Acquisitions on the 31<sup>st</sup> Floor of the Rhodes Tower. **ODJFS is not responsible for any bids delivered to any address other than the address provided above.**

All submissions must be received, complete, by mail or courier, or via hand delivery by the above date and time. Materials received after the submission deadline date will not be added to previous submissions, nor be considered. No confirmations of mailed bids received can be provided. Submission of a bid indicates acceptance by the vendor of the conditions contained in this RLB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between ODJFS and the vendor selected.

## III. Anticipated Procurement and Project Timetable

December 7, 2012	ODJFS Releases RLB to potential vendors on the DAS and ODJFS Websites; Q & A Period Opens - vendors may submit inquiries for RLB clarification
December 21, 2012	Vendor Q & A Period closes, 8 a.m. for inquiries for RLB clarification - No further inquiries for RLB clarification will be accepted
<b>Tuesday, January 15, 2013</b>	<b>Deadline for vendors to submit proposals to ODJFS (3:00 P.M., local time)</b> - <b>No late proposals will be accepted.</b>
January 22, 2013	ODJFS issues Contract Award Notification Letter (ESTIMATED DATE) - All responding vendors will be notified of whether their proposals were accepted for award of the contract.
<b>February 28, 2013</b>	Contract effective date/Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (ESTIMATED DATE)
June 30, 2013	Initial contract period ends; subject to all applicable approvals, may be renewed

June 30, 2013	Possible renewal periods, from July 1, 2013 to June 30, 2015, and from July 1, 2015 to June 30, 2016.
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ODJFS reserves the right to revise this schedule in the best interest of the State of Ohio and/or to comply with the State of Ohio procurement procedures and regulations.

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

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

Vendors may ask clarifying questions regarding this RLB via the Internet during the Q&A Period as outlined in **Section III., Anticipated Procurement and Project Timetable**. To ask a question, potential vendors must use the following Internet process:

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov//>**
- \* **Select "About JFS" on the front page;**
- \* **Select "Doing Business with ODJFS;"**
- \* **Select "Requests for Proposals, Letterhead Solicitations, and Other Invitations;"**
- \* **Select RFP Number [JFSR1213028049](#);**
- \* **Follow the link to the dedicated web page;**
- \* **Select "Submit Inquiry" near the bottom of the web page;**
- \* **Follow instructions there for submitting questions.**

Questions about this RLB must reference the relevant part of this RLB, the heading for the provision under question, and the page number of the RLB where the provision can be found. The name of a representative of the vendor (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RLB provision or location within the RLB, or which do not include identification for the originator of the question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date the Q&A period closes.

ODJFS responses to all questions asked via the Internet will be posted on the website dedicated to this RLB for public reference by any interested party. ODJFS will not provide answers directly to the vendors (or any interested party) that submitted the question. All questions about this RLB submitted in accordance with these instructions will be answered on the RLB's dedicated web page.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions submitted. The answers provided by ODJFS may be accessed by following the instructions above, but rather than selecting "Submit Inquiry," vendors and others should select "View

Q and A.” ODJFS strongly encourages vendors to ask questions early in the Q&A period so that answers can be posted with sufficient time for any possible follow-up questions.

Accessibility to questions and answers are clearly identified on the website dedicated to this RLB, once submitted questions have been answered. Vendor proposals in response to this RLB are to take into account any information communicated by ODJFS in the Q&A process for the RLB. **It is the responsibility of all vendors to check this site regularly for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RLB.**

**IMPORTANT:** Requests for copies of previous RFPs/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 XIV., Communication Prohibitions, will be honored. The posted time frames for ODJFS responses to Internet questions for RLB clarification do not apply to PRRs.

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

There is an established time period for the Vendor Q&A process (see Section III., Anticipated Procurement and Project Timetable). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, 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.

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

## **V. Qualifications**

In order to be considered for the resulting contract, ODJFS requires that vendors address all the following minimum qualifications as well as organizational and staff experience and capabilities as described in this Section:

### **A. Mandatory Vendor Qualifications**

In order to be considered for the project described in this RLB, ODJFS requires that vendors **must** meet, at minimum, **all** of the following mandatory qualifications requirements. ODJFS will only consider vendor proposals that:

1. Demonstrate the vendor’s current certification by the Ohio Department of Administrative Services (DAS) as an Ohio Minority Business Enterprise (MBE);

2. Are received by ODJFS on or before the published deadline at the location specified in Section II. of this RLB;
3. Include the technical proposal and separately sealed cost proposal, with the appropriate number of copies of each, formatted, packaged, and labeled in accordance with directions provided in Section IX., Format of Submission;
4. Include all required affirmative statements and certifications, signed by the vendor's authorized representative, as described in Attachment A. to the RLB;
5. Affirmatively state that the vendor is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of ORC Section 9.24, and therefore may enter into a contract with ODJFS;
6. Are submitted by vendors that are not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (*i.e.*, the vendor's proposal will be eliminated from further consideration unless the ODJFS review of the Auditor of State's website confirms that the vendor is not listed there as having an unresolved finding for recovery);
7. Provide documentation showing that the individual(s) to be assigned for the duration of this project are registered notaries with the Ohio Notary Public Commission, a division of the Office of the Secretary of State;
8. Demonstrate at least five (5) years experience in recording and transcription of public hearings and/or other legal proceedings;
9. Affirmatively state that vendor staff assigned to the proposed project are employees of the vendor and are NOT subcontractors; and,
10. Demonstrate that vendor staff assigned are certified and/or licensed as a recording stenographer and/or transcriber.

**Vendors that do not meet all of the above experience and qualifications will be disqualified from further consideration for award.**

#### **B. Organizational Experience and Capabilities**

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

1. Evidence of at least five (5) years experience in the recording and transcription of public hearings and/or other legal proceedings;
2. Detailed background information on the vendor, indicating sufficient organizational experience and staffing to perform the required procured functions of the project

- proposed in this RLB. Vendors must include descriptions of at least two, but no more than four, similar-sized projects completed in the past two (2) years that demonstrate expertise in providing stenographic and court reporting services;
3. The names and contact information for at least two (2) entities, other than ODJFS, for which the vendor has performed similar scale projects in the past two (2) years. The vendor must provide the following information about each project; the length of the longest project, largest number of parties involved for one event, and largest amount of transcribed pages;
  4. An an outline and narrative description of no more than four pages in length to demonstrate to ODJFS the vendor's understanding of the work to be done, and describing the steps the vendor would take to perform the work to the satisfaction of ODJFS.

### C. Staff Experience and Capabilities

The vendor must demonstrate significant expertise and comprehension of the work described in this RLB by assigning appropriately qualified staff to key leadership roles for this project. Key positions require profiles and resumes for the persons proposed for those roles. The vendor proposal must, at minimum:

1. Demonstrate that staff assigned to the proposed project are employees of the vendor and NOT subcontractors;
2. Demonstrate that staff assigned are certified and/or licensed as a recording stenographer and/or transcriber;
3. Identify, at minimum, the individual(s) to be assigned for the duration of this project and demonstrate that each has at least three (3) years experience recording and transcribing public hearings and/or other legal proceedings;
4. Include resumes for the assigned staff expected to work on the project; the included staff resumes must show that each person has three years of verifiable court reporting experience.

The ODJFS Contract Manager, if unsatisfied with job performance of any of the contractor's staff, may ask for replacements. The contractor may be subject to a key personnel contractual requirement in which ODJFS must be notified of any impending changes in key personnel and must approve any proposed replacement staff.

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

## **VI. Scope of Work**

The contractor(s) will provide certified court reporting services for administrative hearings conducted by ODJFS and other stenographer services as requested by ODJFS, OLAS.

The contractor(s) will be responsible for furnishing all equipment and supplies to record and transcribe the hearings. ODJFS will require one (1) original transcript and one (1) CD-ROM of each hearing. The documents can be mailed or delivered to:

**ODJFS – Office of Legal and Acquisition Services  
Attention: Litigation Manager  
30 East Broad Street, 31<sup>st</sup> Floor  
Columbus, Ohio 43215**

All transcripts shall be prepared using the same format used by the courts of general jurisdiction in Ohio. The transcripts shall be typed on 20# bond paper with 25 numbered lines per page. All staff members must provide and/or secure reliable transportation to attend administrative hearings in Franklin County, Ohio. The selected vendor will be required to work anytime during the agency's normal business day (8 a.m. to 5 p.m.). Historically, court reporting services vary each month. Depending on hearing schedule between one (1) and three (3) stenographers could be required at once. ODJFS will require that the stenographer/court reporter arrive one-half hour prior to the scheduled hearing start time and remain until the conclusion of the hearing. In the event that a hearing is begun but not concluded on the same business day, ODJFS will require that the same vendor staff be utilized for that hearing through its conclusion.

The contract(s) expected to result from this RLB would be in effect from approximately mid-February of 2013 to June 30, 2013, with optional contract renewals for, at maximum, SFYs **2014, 2015, and 2016**. Any renewal contract would be subject to the availability of funds, continued ODJFS need for the services, satisfactory performance of the contractor, and would be at the sole discretion of ODJFS.

## **VII. Specifications of Deliverables**

This section sets forth the minimum activities and deliverables that will be required of the contractor(s) selected through this RLB:

1. The contractor(s) must travel to Franklin County, Ohio and provide stenographic and/or court reporting services;
2. The contractor(s) will be responsible for furnishing all equipment and supplies to record and transcribe the hearing;
3. If transcripts are ordered, the contractor(s) must provide one original transcript of each hearing. The transcripts must be received by ODJFS within two weeks of each

administrative hearing. The documents may be mailed or delivered to the location specified in Section VI., Scope of Work, of this RLB.

### **VIII. Vendor Compensation**

On the Cost Proposal Form, Attachment D., vendors are to propose their firm, fixed, all-inclusive cost for each cost proposal component. The proposed rates for each component are to represent the entire cost the vendor offers for the full and successful completion of proposed court reporting services. The vendor's cost proposal must contain the following cost break-down:

- A. Hourly Rates - between 8:00 a.m. & 5:00 p.m.
- B. Page Rates, which are **in addition** to the hourly rates, if transcripts are ordered:
  - Standard two-week delivery
  - 10-day delivery
  - 3-5-day delivery
  - 48-hour delivery
  - 24-hour delivery
- B. Transcription of CD and/or tape recordings - **\$ rate per hour.**
- D. Plus the page rates for two week delivery - **\$ rate per page.**

Sometimes an opposing party in litigation or a hearing will hire the contractor to take a deposition. In that case, ODJFS might choose to order a copy of the transcript. In this event, there would be no hourly charge, just a page rate for the copy.

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

### **IX. Format of Submission**

To be accepted and forwarded to the ODJFS Proposal Review Team (PRT), a vendor's proposal must include a signed original and four (4) copies of the technical proposal, and two non-rewritable CD-ROM copies (one original technical proposal and one sealed envelope of the cost proposal), according to the format and composition details provided below.

- Technical Proposal. One original and four (4) copies of the technical proposal labeled: **"TECHNICAL PROPOSAL ENCLOSED FOR COURT REPORTING SERVICES PROJECT, RLB#: JFS-R-1213-02-8049 SUBMITTED BY (VENDOR NAME AND DATE OF SUBMISSION)."**
- One non-rewritable CD-ROM containing a copy of the entire technical proposal labeled: **"CD-ROM FOR COURT REPORTING SERVICES PROJECT, RLB#: JFS-R-1213-02-8049 SUBMITTED BY (VENDOR NAME AND DATE OF SUBMISSION)."** The requested CD will be used by ODJFS for storage/archiving purposes and for Public Records Requests.
- Cost Proposal. One original and four (4) copies of the cost proposal must be submitted in a separate, sealed envelope labeled: **"COST PROPOSAL ENCLOSED FOR COURT REPORTING SERVICES, RLB#: JFS-R-1213-02-8049 SUBMITTED BY (VENDOR NAME AND DATE OF SUBMISSION)."** The sealed cost proposal must also include one non-rewritable CD-ROM containing a copy of the entire cost proposal.

The vendor's technical proposal shall contain all the information as specified for each component listed below. It is mandatory that vendor proposals be organized in the following order. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which include information or materials that were not required in the RLB. However, the proposal will be scored on the relevancy to the stated responsibilities as well as the conciseness, clarity, flow, and neatness of the information presented. A proposal which is incomplete, vague, unjustifiably wordy, unclear, or poorly organized may not be successful.

#### **A. Technical Proposal Organization**

##### **Tab 1: Forms and Certifications**

Vendors submitting proposals must include a completed "Required Vendor Information and Certifications," which also includes one required attestation identified as the "Location of Business Form", (provided as Attachment A.). The vendor must provide originals of this document, signed in blue ink by an authorized vendor representative, in this part of the technical proposal packet. **Failure to include required certifications and attestations will result in the vendor's disqualification.**

##### **Tab 2: Vendor Qualifications.**

The vendor's proposal must include all documents and information as outlined in Section V., Qualifications, demonstrating how the vendor and its staff meet the requirements, specifically:

**Sub-Tab 2a.** Mandatory Vendor Qualifications (Section V., A., 1 through 10)

**Sub-Tab 2b.** Organizational Experience & Capabilities (Section V., B., 1 through 4.)

**Sub-Tab 2c.** Staff Experience and Capabilities (Section V., C., 1 through 4)

##### **Tab 3: Scope of Work.**

**Sub-Tab 3a.** The proposal must, at minimum, describe in detail, on company letterhead, how the vendor proposes to address the Scope of Work and Specifications of Deliverables as specified in Section VI and VII.

All pages in the technical proposal (with the exception of Tab 1 contents) shall be sequentially numbered either per tab or for the document as a whole.

**B. Vendor Cost Proposal**

Only those vendors that meet the minimum scoring threshold in the Technical Proposal Score Sheet will advance to Phase III of the selection process, in which vendor cost proposals are considered.

**(SAMPLE FROM ATTACHMENT D., COST PROPOSAL FORM)**

A	B
ITEM	RATE
<b>Cost Per Hour of Appearance:</b>	
<b>**Between 8:00 a.m. &amp; 5:00 p.m.</b>	\$
<b>Page Rates, which are in addition to the hourly rates, if transcripts are ordered:</b>	
<b>**Standard two week delivery</b>	\$
<b>10 day delivery</b>	\$
<b>3-5 day delivery</b>	\$
<b>48 hour delivery</b>	\$
<b>24 hour delivery</b>	\$
<b>**Transcription of CD and/or tape recordings Per hour</b>	\$
<b>**Per page</b>	\$
<b>Cost For Document Delivery:</b>	
<b>Within Three (3) Days</b>	\$
<b>Overnight</b>	\$
<b>Same Day</b>	\$
<b>Total</b>	

**NOTE: The rates offered by the selected vendor above will be the rates submitted to ODJFS when invoices for actual work performed. No other fees, rates, charges or costs will be accepted.**

Vendors are to use their business expertise in pricing the work described in this RLB, taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their costs accordingly, even if ODJFS does not explicitly identify those intervening steps in this RLB.

Vendors are to complete and sign the Cost Proposal Form, provided as Attachment D. to this RLB. The Cost Proposal is to be a separate, sealed Cost Proposal as instructed in the RLB. The Cost Proposal Form requires vendors to provide individual rates for the components needed to complete the work required in the resulting contract (for the remainder of SFY 2013, with possible renewals for SFYs 2014 through, at latest, 2016).

On the Cost Proposal Form, vendors are to propose their firm, fixed, all-inclusive rate for each proposal component. The proposal rates for each are to represent the entire cost the vendor offers for the full and successful completion of the proposed court reporting services. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RLB.

The selected proposed costs and rates will be for the full duration of the project, from the award date through the termination date. The contract award will strictly correspond with the approved cost proposal rates.

## **X. Selection Process**

All proposals will be reviewed and scored by a Proposal Review Team (PRT) comprised of ODJFS staff. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary self-promotional claims will be evaluated accordingly. PRT members are required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and vendor selection process. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The PRT may waive minor defects that are not material when the intent is not unreasonably obscured.

In scoring the proposals, ODJFS will score in three phases: Phase I—Initial Qualifying Criteria, Phase II—Scoring of the Technical Proposal, and Phase III—Consideration of Cost Proposals. In addition, the PRT may, at its option, elect to conduct interviews as part of the process. All score criteria are presented in the Technical Proposal Score Sheet, which is provided as Attachment C. to this RLB.

ODJFS may, at its sole discretion, select one or more qualified vendors identified through this RLB to ensure its access to adequate capacity, based on various factors such as estimations of work volume, the possibility of multiple simultaneous court proceedings, statewide coverage, etc. Regardless of the number of contractors ODJFS may choose to engage for this work, the State's level of need for this service is dependent upon situations that cannot be predicted at this writing, and therefore, ODJFS does NOT provide any assurances to vendors regarding the volume of work that may be assigned to any vendor or vendors under contract.

In the event that ODJFS determines the need to select multiple vendors through this RLB process, the selection of those vendors will follow the method described in this section and in the RLB Attachments C. and D., the Technical Proposal Score Sheet and the Cost Proposal Form, respectively, to identify the vendor proposal most advantageous to the state, then the second most advantageous, then the third most advantageous, etc., consecutively, until an adequate number of contracts have been awarded and executed. ODJFS reserves the right to retain the results of this RLB through June

30, 2013 in the event that additional and/or replacement contractors are required, and to award contracts to the next consecutively qualified vendor or vendors; the terms and conditions as established through this RLB process would be applicable to any such future agreements.

### **DISQUALIFIERS FOR PROPOSAL ERRORS:**

- Any vendor's Technical Proposal found to contain any prohibited cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed Cost Proposal. The technical proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- Any trade secret, proprietary, or confidential information (as defined in Section XI., E. of this RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor or sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

## **XI. RLB Process Information and Other Contractual Requirements**

### **A. State Contracts**

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the approximate percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as Attachment A.) to report this information, and include the completed document in the vendor's proposal as specified in Section V., A. of this RLB.

### **B. 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.

C. Start Work Date

The contractor 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 contractor 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.**

D. Proposal Costs

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

E. Trade Secrets Prohibition; Public Information Disclaimer

**Vendors are prohibited from including any trade secret information** as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RLB, Requests for Proposals (RFP) or other procurement efforts. ODJFS shall consider all proposals or similar responses to any ODJFS RFP, RLB, or other procurement document, voluntarily submitted, to be free of trade secrets. 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.

Following an ODJFS announcement of vendor selection or other conclusion of the procurement such as its cancellation, any proposals, if opened, reviewed and considered by ODJFS may, in their entirety, be deemed public records pursuant to R.C. 149.43. All proposals and any other documents submitted to ODJFS shall become the property of ODJFS. For purposes of this section, the term "proposal" shall mean both the technical proposal (or any other response documentation) and the cost proposal, if opened, submitted by any vendor/applicant, and any attachments, addenda, appendices, or sample products.

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 provided as Attachment B. to this RLB. 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 may be made only by ODJFS, or with express written authorization from ODJFS. Prior to giving any authorization for public release of 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.

#### J. Ethical & Conflict of Interest Requirements

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

#### K. 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 proposals submitted pursuant to this RLB. ODJFS will not evaluate a proposal from any vendor whose name appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

**L. Mandatory Contract Performance Disclosure**

Each proposal must disclose whether the vendor's performance 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.

**M. Mandatory Disclosures of Governmental Investigations**

Each proposal must indicate whether the vendor has been the subject of any adverse regulatory or 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.

**N. Vendor Selection Restriction**

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

ODJFS may, at its sole discretion, select multiple qualified vendors through this RLB for contract award in order to assure adequacy of capacity and coverage. Regardless of the number of contractors ODJFS may choose to engage for this work, nothing in this RLB or related to the state's vendor selection decisions may be construed as a guarantee of the volume of work to be assigned to any vendor or vendors under contract.

O. Prohibition against Services Performed Outside the United States

All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the "Location of Business Form" included in the "Required Vendor Information & Certifications Documents," provided as Attachment A. to this RFP. This entire attachment 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 Attachment A., including the Location of Business Form, will result in the vendor's disqualification from consideration.**

P. 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.

XII. Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of doing business with ODJFS, the contractor will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. 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.

In the event of a material breach of vendor obligations under this section, ODJFS may at its option terminate the contract.

XIII. 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 not to select any vendor should ODJFS decide not to proceed with the project.

XIV. Communication Prohibitions

From the issuance date of the RLB, until a contract is in effect, there may be no communications concerning the RLB between any vendor 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 decision with a formal procurement.

The only exceptions to this prohibition are as follows:

- A. As necessary in the case of any pre-existing business relationship between ODJFS and a vendor which could potentially respond to this RLB, in order to conduct that business;
- B. As part of an interview necessary for ODJFS to make a vendor selection decision;
- C. If it becomes necessary to revise any part of this RLB, revisions will be posted on the ODJFS web page, <http://www.state.oh.us/odjfs>, and notices\* of such may be sent to vendors on the original mailing list and to anyone participating in the clarification process conducted pursuant to Section IV. above; and
- D. Any Public Records Request (PRR) made through the Office of Legal and Acquisition Services.

Requests from vendors for copies of previous RLBs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Information Requests (PRRs), and are not clarification questions regarding the present RLB. PRRs, submitted in accordance with directions provided in this Section XIV., Communication Prohibitions, will be honored. The posted time frames for ODJFS responses to Internet questions for RLB clarification do not apply to PRRs.

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

Proposals submitted by a vendor that attempts any communications prohibited by this Section may be disqualified by ODJFS from consideration for this project. ODJFS is not responsible for the accuracy of any information regarding this RLB that was obtained or gathered through a source other than the Q&A process described in this RLB.

## **XV. Protests**

Any potential or actual vendor objecting to the award of a contract or a vendor selection resulting from the issuance of this solicitation may file a protest of the award or selection, or of 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 vendor objecting to the award of a contract 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 Contracts and Acquisitions, 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 award the contract, the protest shall be filed no later than 3:00 p.m. of the **seventh (7th) calendar** day after the issuance of formal letters sent to all responding vendors regarding the State's intent to award a contract for the work. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
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 the ODJFS Office of Contracts and Acquisitions after the time periods set forth in Item #2 of this section.
4. All protests must be filed at the following location:

**Office of Contracts and Acquisitions**  
**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(s) shall be notified of the receipt of the protest.
6. The ODJFS Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

**SECTION XVI.      ATTACHMENTS AND APPENDICES****Attachments**

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

Thank you for your interest in this project.

# **Attachment A**

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

**Section I – Required Vendor Information**

**Section II - Location of Business Form**

Attachment A

**REQUIRED VENDOR INFORMATION and CERTIFICATIONS**

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

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

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

**Vendors must provide all information**

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

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

**9. Mandatory Vendor Certifications:**

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

I \_\_\_\_\_ (signature of representative shown in Item # 7, above) hereby certify and affirm that \_\_\_\_\_ (name of the vendor shown in Item # 3, above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

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

AND

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

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

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

Nationwide: Ohio Offices:

Total Number of Employees: \_\_\_\_\_

% of those who are Women: \_\_\_\_\_

% of those who are Minorities: \_\_\_\_\_

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Work To Be \_\_\_\_\_

Performed: \_\_\_\_\_

(a brief description) \_\_\_\_\_

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

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

Nationwide: Ohio Offices:

Total Number of Employees: \_\_\_\_\_

% of those who are Women: \_\_\_\_\_

% of those who are Minorities: \_\_\_\_\_



**Attachment A.**

**Location of Business Form**

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

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

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

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

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

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

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

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

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

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

\_\_\_\_\_  
(Address) (Address, City, State, Zip)

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

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

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Address (Principal place of business)

\_\_\_\_\_  
Printed name of individual authorized  
to sign on behalf of entity

\_\_\_\_\_  
City, State, Zip

**ATTACHMENT B**  
**RLB#: JFSR1213118051**  
**Model Contract**

**C-1213-00-0000**

**RECITALS:**

This Contract is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and **Vendor Name** (hereinafter referred to as "CONTRACTOR").

- A. ODJFS issued a Request for Proposal (RFP) titled \_\_\_\_\_, numbered \_\_\_\_\_, and dated \_\_\_\_\_, which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Proposal of CONTRACTOR dated [DATE] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. The purpose of this Contract is **INSERT PURPOSE**. **CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal**. The responsibilities ("Deliverables") are summarized as follows:

**INSERT DELIVERABLES**

- B. The ODJFS Contract Manager is **ODJFS Contract Manager**.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODJFS pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
  - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.
3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.

## ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2015, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

## ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT Dollars (\$TOTAL)**. ODJFS will pay an amount up to **SFY1 AMT Dollars (\$SFY 1)** for State Fiscal Year **SFY1** and up to **SFY2 AMT Dollars (\$SFY2)** for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

**It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Contract Manager for approval prior to submitting a claim for reimbursement under ARTICLE III, above.**

- B. Compensation will be paid pursuant to CONTRACTOR's accepted budget or cost proposal.

- C. CONTRACTOR will submit detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
  2. Contract number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
  5. Description of Deliverables performed during the billing period; and
  6. Receipt or other proof of cost (if applicable).
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
  2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
  3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Contract.

CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

#### **ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
  2. ODJFS discovers any illegal conduct by CONTRACTOR; or

3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section D, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section D. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables;
  4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract; and
  5. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section G is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

**ARTICLE V. NOTICES**

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of the this Contract.
- D. All notices in accordance with Sections B and C of this ARTICLE will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

**ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION**

CONTRACTOR agrees that all records, documents, writings, and other information, created or used pursuant to this Contract will be treated according to the following terms, and that the terms will be included in any subcontracts executed for the performance of the Deliverables under this Contract:

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of

Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.

- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is **INSERT RECORDS SCHEDULE**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODJFS, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (42 USC 1320d to 1320d-8) and the implementing regulations found at Title 45, Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

#### **ARTICLE VII. AMENDMENT AND ASSIGNMENT**

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

#### **ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS**

By accepting this Contract and by executing this Contract, CONTRACTOR hereby affirms current and continued compliance with each condition listed in this ARTICLE. CONTRACTOR's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Contract:

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
  - 1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this Contract neither CONTRACTOR nor any of its principals:

- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
  3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
  2. **Fair Labor Standards and Employment Practices.**
    - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
    - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
    - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
    - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
  3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's

Executive Order 2011-03K pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

4. **Conflicts of Interest.**

- a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- b. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- c. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

6. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

7. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

8. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

9. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
10. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
11. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K 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.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
- (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
- (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
- (3) The principal location of business for the contractor and all subcontractors.
- c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
- d. **TERMINATION, SANCTION, DAMAGES:** ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.
- In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
12. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance

Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

## ARTICLE X. CONSTRUCTION

This Contract will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Contract will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Contract impossible.

Signature Page Follows:

Remainder of page intentionally left blank

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

**SIGNATURE PAGE**

**C-1213-00-0000**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Vendor Name

Ohio Department of Job and Family Services

\_\_\_\_\_  
Authorized Signature (Blue Ink Please)

\_\_\_\_\_  
Michael B. Colbert, Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address

\_\_\_\_\_  
Address

City, State, Zip

\_\_\_\_\_  
City, State, Zip

**ATTACHMENT C**  
**RLB#: JFSR1213-02-8049**  
**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 from consideration.**

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RLB Section Reference	YES	NO
1	Is the vendor currently certified by the Ohio Department of Administrative Services (DAS) as Ohio Minority Business Enterprises (MBE)?	V. A. 1.		
2	Was the vendor’s proposal received by ODJFS on or before the published deadline at the location specified in Section II of this RLB?	V. A. 2.		
3	Did the vendor submit one (1) original and four (4) copies of their Technical Proposal along with their properly sealed and labeled Cost Proposal for consideration of vendor proposals as established on the Technical Proposal Score Sheet, Attachment C., to this RLB?	V. A. 3.		
4	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A. to the RLB?	V. A. 4.		
5	Has the vendor affirmatively indicated that it is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of ORC Section 9.24, and therefore may enter into a contract with ODJFS?	V. A. 5.		
6	Has the ODJFS review of the Auditor of State website verified that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery ( <i>i.e.</i> , 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.)?	V. A. 6.		
7	Has the vendor provided documentation showing that the individual(s) to be assigned for the duration of this project are registered notaries with the Ohio Notary Public Commission, a division of the Office of the Secretary of State?	V. A. 7.		
8	Has the vendor demonstrated at least five (5) years experience in recording and transcription of public hearings and/or other legal proceedings?	V. A. 8.		
9	Has the vendor stated that vendor staff assigned to the proposed project will be employees of the vendor and NOT subcontractors?	V. A. 9.		
10	Has the vendor submitted proof that staff assigned are certified and/or licensed as a recording stenographer and/or transcriber?	V. A. 10.		

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

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RLB, and assign the appropriate point value, as follows:

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **76** points (a score which represents that it “meets” all the evaluation criteria) out of a maximum of **100** points, will be disqualified from further consideration, and corresponding cost proposals will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceed 10
<b>VENDOR QUALIFICATIONS</b>							
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>							
1	The vendor has at least five (5) years experience in recording and transcription of public hearings and/or other legal proceedings.	V. B. 1.	1				
2	The vendor has provided background information on the vendor, indicating sufficient organizational experience and staffing to perform the required procured functions of the project proposed in this RLB. Vendor included descriptions of at least two, but no more than four, similar-sized projects completed in the past two (2) years that demonstrate expertise in providing stenographic and court reporting services.	V. B. 2.	3				
3	The vendor has provided names and contact information for at least two (2) entities, other than ODJFS, for which the vendor has performed similar scale projects in the past two (2) years. The vendor has provided the following information about each project; the length of the longest project, largest number of parties involved for one event, and largest number of transcribed pages.	V. B. 3.	2				
4	The vendor has provided an outline and narrative description, no more than four pages in length, to demonstrate to ODJFS the vendor's understanding of the work to be done and describing the steps the vendor would use to perform the work to the satisfaction of ODJFS.	V. B. 4.	1				
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>							
4	The vendor staff assigned must be certified and/or licensed as a recording stenographer and/or transcriber.	V. C. 2.	1				
5	The vendor has identified, at minimum, the individual(s) to be assigned for the duration of this contract and who will be key to the project's success, demonstrating that each has at least three (3) years experience recording and transcribing public hearings and/or other legal proceedings. The included staff resumes must show that each person has 3 years of verifiable court reporting experience.	V. C. 3, 4.	2				
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>GRAND TOTAL SCORE:</b>							

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 76 points.)

Yes \_\_\_\_\_

No \_\_\_\_\_

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

**ATTACHMENT D**  
**RLB#: JFSR1213028049**  
**COURT REPORTING SERVICES**  
**COST PROPOSAL FORM**

A	B
ITEM	RATE
<b>Cost Per Hour of Appearance:</b>	
**Between 8:00 a.m. & 5:00 p.m.	\$
<b>Page Rates, which are in addition to the hourly rates, if transcripts are ordered:</b>	
**Standard two week delivery	\$
10 day delivery	\$
3-5 day delivery	\$
48 hour delivery	\$
24 hour delivery	\$
**Transcription of CD and/or tape recordings Per hour	\$
**Per page	\$
<b>Cost For Document Delivery:</b>	
Within Three (3) Days	\$10.00
Overnight	\$15.00
Same Day	\$18.00
<b>Total</b>	

**Signed:** \_\_\_\_\_ I affirm that the above rates per hour as quoted are firm and all-inclusive (*to be signed by the vendor's 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.*).

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Vendor/Company Name**

\_\_\_\_\_  
**Date**

**NOTE:** The rates offered above will be the rates submitted to ODJFS by the selected contractor when invoicing for actual work performed. No other fees, rates, charges or costs will be accepted.

**Phase III of the selection Process:** Those proposed rates marked \*\* will be averaged to determine which vendor proposes the lowest average rate to ODJFS. The qualifying vendor offering the lowest average rate will be recommended for award of the contract. In the event of a tie, the vendor with the lowest average rate and the highest Phase II Technical Score will be recommended for award of the contract.