Ohio | Opportunities for Ohioans with Disabilities

John R. Kasish
Governor
Kevin L. Miller
Executive Director

Bureau of Services for the Visually Impaired
Bureau of Vocational Rehabilitation
Division of Disability Determination

REQUEST FOR PROPOSAL (RFP)

RFP NUMBER: OOD HR-2016/17-01
RFP Title: Sign Language Interpreting Services and Computer-aided Transcription Services
Date Issued: March 9, 2015

The Opportunities for Ohioans with Disabilities Agency (OOD) is seeking proposals for sign language interpreting and computer-aided transcription services for deaf employees and OOD sponsored public meetings and events. Details are provided on the attached "Exhibit A".

Submission of the RFP response must be mailed or hand carried to the following locations:

Opportunities for Ohioans with Disabilities
150 E. Campus View Blvd.
Suite #150
Columbus, Ohio 43235

Attention: OOD Finance Manager
RFP Number OOD HR-2016/17-01

All RFP responses must be received on or before the deadline date and time provided in Section II "Timeline Requirements". Failure to receive by the deadline date and time shall result in the response not being accepted.

Note: If you are sending the RFP response through the US Postal Service, allow enough time so that it is delivered prior to the deadline date and time.

TABLE OF CONTENTS

SECTIONS

I. **General Instructions and Information**

II. **Timeline Requirements**

III. **Requirements for Award of Contract**

ATTACHMENTS

- **Exhibit A (Statement of Needs)**
- **Standard Terms and Conditions**
- **RFP Response Form**
  - This form must be completed, signed and submitted with a detailed proposal explaining how the Respondent will meet OOD needs described in Exhibit A.
  - A proposed unit cost is to be "all inclusive" with the exception of travel (e.g. mileage). If a budget is required for cost, "See Attached Budget" is to be entered in the cost area".
    - Travel costs shall ONLY be reimbursed at State of Ohio rates (e.g. mileage is $0.52 per mile and meals, lodging and incidentals are set federal General Service Administration (GSA) for location of travel).

  Note: If this attachment was sent electronically the "Respondent Profile Summary" (see next bullet) is a 2nd sheet in this document (see tabs at the bottom once the document is opened).
- **Budget Template (if applicable)**
- **Respondent Profile Summary**
- **Declarations Statement**
- **Respondent's Checklist**

GENERAL NOTES

1. Submission of questions or clarifications of the RFP must be submitted as directed in Section I. – "General Instructions and Information".

2. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry/clarification process described in Section 1.

3. There will be no exceptions to the RFP Submission Deadline Date/Time regardless of the cause for delay.

4. A "Respondent Checklist" is attached (final page) to assist you with completing the RFP.

5. Be sure to return the ENTIRE RFP package received (not just the "RFP Response" page but also all attachments), with original signatures, (blue ink is preferred) and the appropriate # of copies as detailed in Section I. "General Instructions and Information".

6. By submitting a response, the Respondent acknowledges that they have read this RFP, understand it, and agree to be bound by its requirements.

7. OOD reserves the right to contract with multiple respondents.

SECTION I – GENERAL INSTRUCTIONS AND INFORMATION

Inquiries/Clarifications

Respondents may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed on the cover page or in Section II., "Timeline Requirements". To make an inquiry or seek clarification, Respondents must access the Department of Administrative Services (DAS) State Procurement Website as follows:

- Access the DAS Procurement Home page at http://procure.ohio.gov;
- Choose "Find it Fast" from the menu on the left;
- Choose "Doc/Bid/Schedule # in Step 1;
- Enter "OOD" in Step 2;
- Click the "Find it Fast" button
- Once it has opened, scroll down and click on "Submit Inquiry"; *Note: If you do not see a "Submit Inquiry" it means that the inquiry period has closed.*
- Complete all information;
- Click "Submit"

Respondents who attempt to inquire or seek clarification verbally, electronically or by mail, will be directed in accordance with the method detailed above. No other form of communication is acceptable. Use of any other form of communication or any attempt to communicate with OOD staff or any other agency of the State to discuss this RFP may result in the Respondent being deemed not responsive.

The state will make every effort to post responses within two (2) business days. All inquiries and responses will be posted on the DAS website where the RFP is posted. Interested Respondents will be able to access the questions and answers during the time the RFP is posted.

The RFP is posted as a PDF document on DAS's Procurement Home page and therefore, forms within the posted RFP that require completion (e.g. RFP Response Form, Budget forms), by the Respondent are available on OOD's Internet at: http://ood.ohio.gov, then click on "Information", then "Request for Proposals."

RFP Response Deadline and Requirements

Each Respondent should submit the sealed, signed and completed, original RFP response and **2** copies with the outside of the envelope(s) clearly marked as indicated on the Cover Page.

The Original and all copies must include and be in the following order:

- Completed, signed "RFP Response Form";
    - If the Respondent does not have an Ohio Administrative Knowledge System (OAKS) vendor identification number, see Section III as it will be required with submission of the RFP.
    - If the Respondent does not have an Affirmative Action Plan Verification (AAPV) letter from DAS, see Section III as it will be required with submission of the RFP.
    - IF this RFP is an MBE/EDGE "set-a-side", the and the Respondent does not have a DAS/EOD Certification Number for MBE/EDGE, one must be obtained prior to selection.
- RFP Template
- Exhibit A
- Detailed response of how the Respondent will meet the requirements of Exhibit A
- Completed Budget Template, *if applicable*.
- Completed, signed Respondent Profile Summary;
- Standard Terms and Conditions;
- Completed, signed Declaration Statements;
- Required licenses/certifications, *if applicable*.
- Completed Respondent checklist.

Acceptable delivery methods for submission of RFP responses are U.S. Mail, any overnight/express delivery service, courier or hand delivery. **Emailed or faxed responses will NOT be accepted.**

All RFP responses must be received by the submission deadline date and time. No RFP responses will be accepted after the deadline regardless of the cause for delay. The clock at the submission location will rule the official receipt time whether by mail or hand carry. Should a disagreement occur regarding delivery, the Respondent must provide evidence of delivery date and time.

Each Respondent must carefully review the requirements of this RFP and the contents of its RFP response. Once opened, an RFP response cannot be altered, except as allowed by this RFP.

OOD may reject any RFP response if the Respondent takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Respondent's response fails to meet any requirement of this RFP. OOD may also reject any response that it believes is not in its best interest to accept and may decide not to do business with any of the potential contractors responding to this RFP.

To protect the integrity of the evaluation and award process, RFP responses will not be available for public viewing until after the contract has been officially awarded. Respondents may not contact OOD staff, other contractors, or any other member of the State to discuss their RFP response or to discuss any of the other RFP responses. Respondents who attempt to make such contacts may be deemed not responsive.

All RFP responses and other submitted material will become the property of OOD and will not be returned. The Respondent should not include proprietary information in a RFP response because OOD maintains the right to use any materials or ideas submitted without compensation to the Respondent. Additionally, all responses will be open to the public after OOD awards the contract(s).

OOD will retain all RFP responses or a copy of them, as part of the contract file for the period of the contract and any subsequent renewals. After the retention period, OOD may return, destroy, or otherwise dispose of the RFP responses and copies.

Waiver of Defects

OOD maintains the right to waive any defects in any RFP response or in the Respondent's submission process. OOD will only waive immaterial defects if it believes that is in the OOD's interest.

RFP Response Instructions

OOD wants clear and concise RFP responses. Potential contractors should take care to completely answer questions, where applicable, and meet all RFP requirements.

OOD will not be liable for any costs incurred by any Respondent in responding to this RFP, even if OOD does not award a Contract through this process. OOD may decide not to award a service contract. It may also cancel this RFP and contract for these services through some other process or by issuing another RFP.

A RFP response must be judged as responsive and responsible in order to be considered for award. If applicable, the Selection Criteria in Exhibit A will assist OOD with this determination. In addition the following will be considered:

Responsive: A Respondent is responsive if its RFP response to the RFP specifications and requests for documents and attachments complies in all material respects; and, contains no irregularities or deviations from the specifications that would affect the amount of the RFP response or otherwise give the Respondent an unfair advantage.

Responsible: OOD's determination of a Respondent's responsibility will be based factors such as:

- experience of the Respondent;
- Respondent's financial condition;
- Respondent's conduct and performance on previous contracts;
- the Respondent's facilities (if applicable);
- the Respondent's management skills;
- the Respondent's ability to execute the contract properly, and;
- review of Federal and State of Ohio debarment lists.

Contacts

The following RFP Representative will represent OOD during the RFP process:

Name: Jenny D. Jones, Finance Manager
Address: 400 E. Campus View Blvd.
Telephone: 614-433-8279
Email: jenny.jones@ood.ohio.gov

Note: Once a Contract is awarded, OOD will provide the awardee(s) with the name of a Contract Liaison, in writing, who will be the primary OOD contact for matters relating to the Contract.

SECTION II – TIMELINE REQUIREMENTS

Firm Dates

Inquiry Period Begins: March 9, 2015 8:00 AM Eastern Standard Time (EST)

Inquiry Period Ends: March 20, 2015 8:00 AM EST

A Bidder's Conference will be held to verbally present the services being requested in this RFP and provide the opportunity to ask questions regarding these services and our billing process:

Date(s): March 17, 2015
Location(s): Via Go To Meeting:
Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/338396597

You can also dial in using your phone:
- United States (Long distance): +1 (571) 317-3122
  Access Code: 338-396-597
  More phone numbers:
https://global.gotomeeting.com/338396597/numbersdisplay.html

Time: 2:30 PM to 4:30 PM

The submission of RFP Responses may begin on March 18, 2015

RFP Response Deadline Date: March 27, 2015
RFP Response Deadline Time: 3:00 PM Eastern Standard Time

RFP Response Evaluation Period: March 30, 2015 to April 3, 2015

If determined to be necessary, potential candidates will be scheduled to provide a presentation as scheduled:

Date(s): April 6th-17th, 2015
Location(s): To Be Determined
Time: Between 9:00 AM and 4:00 PM

Contract Begins: **Date of final contract signature or** July 1, 2015 **, whichever occurs later.**
Contract Ends: June 30, 2017

RFP Response Amendments

Amendments of RFP responses are allowed until the above RFP Response Deadline Date and Time. No amendments will be permitted after this date or time, except as expressly authorized by this RFP.

RFP Response Withdrawals

Withdraw of RFP responses must be submitted in writing, preferably prior to the "RFP Response Deadline" above.

SECTION III – REQUIREMENTS FOR AWARD OF CONTRACT

The intent of this section of the RFP is to clarify the items that will be required in order to award a contract.

Respondents must sign and return the "Declarations Statement" attachment with their RFP response. An explanation is provided on the attachment for each of the following areas:

- **Ohio Election Law Information**
- **Ohio Ethics and Conflict of Interest Laws Information**
- **Prohibition of the Use of Public Funds for Offshore Services**
- **Equal Employment Opportunity Information**
- **Contract Performance** – A Respondent must respond to several statements regarding the past seven (7) years and if any affirmative answer is provided, details must be provided.
- **Conflict of Interest**

Statement of Compliance.

OOD intends for the Awardee, all of the Awardee's employees and/or subcontractors to implement and comply with the following: all federal and Ohio laws (i.e. Ohio Revised Code [ORC], Ohio Administrative Code [OAC]); OOD policies, procedures and Community Rehabilitation Program Standards; State and/or Federal Fiscal Management/Audit Standards; and standards pertaining to vocational rehabilitation (VR) services as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted. The Awardee agrees that any students, interims, or residents, as part of a formal training program, will work under staff supervision commensurate with their level of training.

Respondent Profile Summary

The Respondent must provide a **one** year history of all contracts, for which the Respondent is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP on the attached "Respondent Profile Summary". Information provided includes: Company name and address, contact person/phone number, program name, beginning date of project (month/year), ending date of the project (month/year), and a description of the related services provided that relates to the requirements of this RFP. Attach as many sheets as necessary to respond to this RFP requirement.

Ohio Administrative Knowledge System (OAKS) Vendor Identification Number.

Each response must include the Respondent's Ohio Administrative Knowledge System (OAKS) vendor identification number. If Respondent does not currently have an OAKS vendor identification number, it can be obtained from the following website: http://ohiosharedservices.ohio.gov/Vendors.aspx?Page=2, Select the "Vendor Information Form (OBM-5657) (PDF Version)" located in the yellow highlighted area. **Obtaining an OAKS vendor identification number may take up to five (5) business days.**

AAPV or DAS/EOD Certification Number

A DAS, Affirmative Action Plan Verification letter must be submitted with the RFP response.
If the RFP is an MBE/EDGE set-a-side, a DAS/EOD Certification # (for MBE/EDGE) will need to be provided.

Exhibit A

1) **Statement of Needs:**

   A. Opportunities for Ohioans with Disabilities (OOD) will need up to approximately 7200 hours of **Sign Language Interpreting Services** covering the needs for all affected employees and to provide community interpreting services as a reasonable accommodation for business related activities covering the state fiscal years of 2016 - 2017 (July 1, 2015 – June 30th, 2017). The counties of coverage will encompass the entire state. Applicants may bid on providing services in a minimum of one county and/or all of the counties in Ohio. Although not required, applicants can also include in their bid the provision of remote interpreting services.

   B. Opportunities for Ohioans with Disabilities (OOD) will also need up to approximately 1000 hours of onsite and remote **computer-aided transcription services** to be provided for the public and OOD staff that are hard of hearing or deaf, for business related activities for the 2016-2017 state fiscal year. The counties of coverage will encompass the entire state. Applicants may bid on providing services in a minimum of one county and/or all of the counties in Ohio.

2) **Statement of Services:**

   A. The applicant shall demonstrate that they are "qualified" to provide **sign language interpreting services** in accordance with federal law. The Americans with Disabilities Act, a federal civil rights law, requires that individuals needing sign language interpreting services receive them from qualified interpreters. The federal regulations define "qualified interpreter" very specifically as, "*…an interpreter who is able to interpret effectively, accurately and impartially both receptively and expressively, using any necessary specialized vocabulary.*"

      1. The applicant must ensure and demonstrate that the interpreter provided can:

         I. Fully and accurately understand what the Deaf person's signs, in whichever type of sign language he or she uses, and be understood by the Deaf person as he or she communicates.

         II. Interpret impartially: this means correctly expressing the voice, tone, emotion, and non-spoken message of the communication visually to the Deaf person as the speaker communicates it. The interpreter cannot allow his or her own opinions, emotions, or experiences to change the message being communicated.

III. Render any specialized vocabulary accurately so that the meaning of the communication is clear and conceptually correct. This is especially critical in situations such as conferences, professional discussions, medical or legal situations, or any time there is specialized terminology in use.

IV. Provide sign language interpreting services (Interpreting Services) for OOD employees that are master degree level counselors each of whom provides counseling services for consumers in a variety of counties within Ohio

V. **Identify the language style/s in which you are able to provide services,** for example; ability to communicate/sign in: American Sign Language (ASL), Signed Exact English (SEE), Manually Coded English (MCE), Pidgin Signed English (PSE), Cued Speech, and Oral Transliteration.

B. The applicant shall demonstrate that they are "qualified" to provide computer-aided transcription services in accordance with federal law. The Americans with Disabilities Act, a federal civil rights law, requires that individuals needing auxiliary aids and services receive **computer-aided transcription services**. Transcription services are used to relay aurally delivered material almost simultaneously in written form to persons who are deaf or hearing-impaired. The Department of Justice interprets auxiliary aids and services as those aids and services designed to provide effective communications, i.e., making aurally and visually delivered information available to persons with hearing, speech, and vision impairments.

2. The applicant must ensure and demonstrate that the transcriptionist provided can:

I. Accurately provide real time captioning in whichever type of transcription service he or she uses, and be understood by the Deaf person as he or she communicates.

II. Interpret impartially: this means correctly expressing the voice of the communication visually to the Deaf person as the speaker communicates it. The transcriber cannot allow his or her own opinions, emotions, or experiences to change the message being communicated.

III. Render any specialized vocabulary accurately so that the meaning of the communication is clear and conceptually correct. This is especially critical in situations such as conferences, professional discussions, medical or legal situations, or any time there is specialized terminology in use.

IV. Provide transcription services for OOD employees that are master degree level counselors each of whom provides counseling services for consumers in a variety of counties within Ohio.

V. **Identify the transcription service/s in which you are able to provide,** for example; **CART, TypeWell, etc**.

3) **<u>Additional Fiscal and/or Budget Requirements:</u>**

A. **Fee Structure Proposal or Cost Proposal**

1. Your proposal must clearly state your fee structure proposal for each county you want to bid on and should include all of your costs within your fee structure proposal including any standard business practice fees such as delivery, cancellations, and any other billing matters. All proposals must have no more than a one (1) hour minimum for service. Travel cannot be a separate billable fee and must be included in your fee structure proposal. Mileage will be payable at the standard State of Ohio reimbursable rate, currently $0.52 per mile.

B. **Service Delivery**

1. The vendor must describe an effective delivery model of providing each service/s bid on and describe proficiency in billing submission.

2. **The selected vendor/s also must provide a single point of contact for OOD to work with to request the provision of services, to follow up with problems or issues that may occur and to handle billing processing**.

3. When an OOD employee makes a service request, the vendor will be provided with specific information that will list the date, time/s and location/s for the service need. The vendor will contact the OOD designee identified on the service request, verify the requested information and confirm their ability to provide the service within 24 hours of receiving the request. Upon providing the service the vendor is required to verify actual hours of service delivery by having the OOD Sign-In/Sign-Out form signed off by the office personnel or designated OOD employee (i.e., the employee receiving the service). This form is required to accompany all billing submission and will be used to determine the actual start and end time/s of service provision.

4. A company or individual may submit a proposal to supply sign language interpreting or computer-aided transcription services in a minimum of one county or all the counties where OOD provides vocational rehabilitation services which are statewide. **If the bid includes remote interpreting or remote transcription services the company or individual shall include a detailed method of service delivery along with the fee structure.**

C. **Service Billing**

1. After providing the service, billing should be presented ***via an invoice provided by OOD which is mandatory to use*** which when completed will include; vendors name, address, phone number, OAKS ID number, and accurate hours of service with the appropriate fee for the location served within 21 days of providing the service. The invoice should include the OOD Sign-In/Sign-Out form, which is verification of service hours signed by the OOD designee.

4) **Education/Training, Licensure/Certification and Experience:**

A. The proposal should include your experience with providing Interpreter Services including if you have contracted with any public or private entity for 1 year or more. Any education, licensures and certifications you have achieved should be included in your submission. Please indicate any certification you have such as the National Certification of Interpreters which is through the Registry of Interpreters for the Deaf (RID) or Computer-Aided Transcription Services (CART, TypeWell, etc.). It will factor into section criteria.

5) **Monitoring, Evaluation and Reporting:**

A. OOD will monitor vendors based on the quality of the service provision which will be determined by the site manager or designee and the employee receiving the service. OOD reserves the right to deny using an interpreter that is deemed to not meet the needs of our employees and to specifically request an interpreter that has demonstrated competencies that meet the needs of the OOD employee/community. ***OOD will monitor the effectiveness of the delivery model of services including the timeliness of service request to acceptance, service provisions and follow through, adherence to hours of service verification, and submission of timely and accurate billing.***

B. **Selection Criteria for interpreters**

1. ****Part I – 100 points maximum***

i.	Interpreting Language Styles	25 points
ii.	Cost effectiveness	20 points
iii.	Area/s of coverage	15 points
iv.	Delivery Model	15 points

v. Experience 10 points

vi. Licensure/Certification 10 points

vii. Educational Background 5 points

2. ***Part II** (Selected from the highest scores in Part I) **- 50 points maximum***

a. The respondents with the highest scores in Part I will be required to participate in a demonstration ***if requested by OOD***. The demonstration will be scored by a panel based on the criteria outlined below. If you will be using multiple interpreters to provide services; you will need at least three interpreters who are representative of the pool of people who would be providing signing services

b. **Demonstration Criteria**

In person demonstration with a realistic script and a Q & A portion – 1-2 scenarios read aloud with interpreter providing signing to selected review team.

i. Ability to communicate using diverse signing styles 10 points

ii. Ability to communicate script effectively 10 points

iii. Ability to answer question effectively 10 points

iv. Ability to voice well with a high register 10 points

v. Ability to communicate/sign in area of expertise; 10 points

(American Sign Language (ASL), Signed Exact English (SEE), Manually Coded English (MCE), Pidgin Signed English (PSE), Cued Speech, and Oral Transliteration)

C. **Selection Criteria for Computer-Aided Transcription Services**

1. ***Part I – 100 points maximum***

i. Cost effectiveness 30 points

ii. Area/s of coverage 20 points

iii. Delivery Model 20 points

iv. Experience 15 points

v. Licensure/Certification 10 points

vi. Educational Background 5 points

2. ***Part II** (Selected from the highest scores in Part I) **- 60 points maximum***

   a. The respondents with the highest scores in Part I will be required to participate in a demonstration ***if requested by OOD***. The demonstration will be scored by a panel based on the criteria outlined below.

   b. **Demonstration Criteria**

      In person and/or remote demonstration with a realistic script and a Q & A portion – 1-2 scenarios read aloud with the transcriptionist providing real time transcription to selected review team.

      i. Ability to relay message timely and effectively 20 points

      ii. Accessibility to service site 20 points

      iii. Ability to transcribe remotely 15 points

      iv. Ability to transcribe onsite 5 points

6) **<u>Additional Terms:</u>**

A. **Bidders Conference**

1. The purpose of the bidders' conference is to present the work to be performed and to allow prospective bidders an opportunity to ask questions regarding the RFP. **Opportunities for Ohioans with Disabilities (OOD) will not consider verbal discussions at the bidders' conference to be part of the RFP unless confirmed in writing by the OOD and incorporated as an amendment to this RFP.** The State may also accept written questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. A transcript of the discussion, or those portions which contain the questions and appropriate answers, will be transmitted within approximately ten (10) working days and placed on the DAS website as indicated in Section I of the RFP. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with the transcribed data if possible. Oral answers shall not be binding on the State.

OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY
STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR CONTROLLING BOARD APPROVAL: If DAS or Controlling Board approval is required, this Contract shall not be valid and enforceable until appropriate approvals are received.

2. CERTIFICATE OF AVAILABLE FUNDS: It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that OOD gives Contractor written notice that such funds have been made available to OOD by OOD's funding source.

3. NATURE OF CONTRACT AND RELATIONSHIP OF PARTIES:

   a. OOD enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience. It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant, or employee of OOD or the State of Ohio. Neither Contractor nor its personnel, nor any subcontractor shall at any time, or for any purpose, be considered as agents, servants, or employees of OOD or the State of Ohio as a result of any work performed under this Agreement. Contractor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. OOD shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. Contractor shall be responsible for all of Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The Contractor must receive OOD written approval prior to entering into any subcontract or joint venture for the delivery of services required by this Contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract. The Contractor shall, for each subcontract authorized by OOD, require its subcontractor(s) to agree and be bound to the same terms of this Agreement and shall not agree to terms inconsistent with, or at variance from, this Agreement.

   b. Throughout the term of this contract, the Contractor shall provide OOD with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.

   c. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.

   d. OOD may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within ten days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to OOD's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. OOD retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement.

4. NONDISCRIMINATION IN EMPLOYMENT:

   a. Pursuant to O.R.C., Section 125.111 and, where applicable, Executive Order 2011-05K, the Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of the Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, genetic information, sexual orientation, gender, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further represents that they each have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and have filed a description of the affirmative action program and progress report on its implementation with the Equal Opportunity Division of the Department of Administrative Services. **Contractor further represents and warrants that it has provided or will provide verification of such to OOD prior to execution of this Agreement**. Contractors may reference additional information and submit their affirmative action program description online at: http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity/tabid/178/Default.aspx

   b. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, or military status as defined in ORC 4112.01, genetic information, sexual orientation, gender, national origin, or ancestry.

   c. Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964, Equal Pay Act of 1962, Age Discrimination in Employment Act of 1967, Title IX of Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title I and Title V of the Americans with Disabilities Act of 1990, Fair Housing Act, Fair Credit Reporting Act, Equal Educational Opportunities Act, and the Uniform Relocation Act, as may be applicable.

   d. Contractor and or subcontractor(s) agree to purchase goods and services related to this Agreement, if any, from certified MBE and EDGE vendors whenever feasible. Additional Information and vendor listings are available at: http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx

5. TAXES: The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable Federal, State, and Local laws in the performance of the work hereunder. The Contractor accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work authorized by this Contact. The contractor must provide workers compensation for their employees and submit proof upon request. OOD and the State of Ohio shall not be liable for any taxes under this Contract. Additionally, the State of Ohio, OOD is exempt from state, county, and transit sales taxes for services and goods supplied to and billed directly to OOD.

6. CONTROLLING LAW: This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

7. COMPLIANCE WITH LAWS:

   a. Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

   b. The Contractor shall meet State of Ohio requirements for certification, licensure, and registration where applicable. Contractor shall be required to provide proof of such certification, licensure, and registration and to provide any renewal certification, licensure, and registration.

   c. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (O.R.C.) Section 3517.13-Campaign; Political Parties-*Failure to File Statements;* O.R.C. Section 127.16-Purchasing by Competitive Selection; or O.R.C. Chapter 102-Public Offices-Ethics.

8. TERMINATION OF CONTRACTOR'S SERVICES:

   a. Prior to the expiration of the term of this Contract, either party may suspend or terminate the Contract, without cause, by providing written notice to the other party not less than thirty (30) days prior to the termination date. OOD may suspend or terminate the Contract immediately, with cause, by giving written notice to Contractor. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary or appropriate steps to limit disbursements and minimize costs. If requested by OOD, Contractor shall furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under the Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters OOD requires and shall deliver to OOD all work products and documents, which have been specifically prepared for OOD by Contractor in the course of providing services under the Contract. All such material shall become and remains the property of OOD, to be used in such manner and for such purposes as OOD may choose. Contractor shall be paid for services rendered up to the date Contractor received notice of termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by OOD for which Contractor has not rendered services shall be refunded. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against OOD by reason of such termination.

   b. In the event of termination of this Contract, the provisions concerning confidentiality, as outlined in Article 11 below, shall remain binding upon the Contractor.

   c. Other than as outlined herein, termination pursuant to this Article will relieve either party of further obligation under this Contract. In no event will OOD be obligated to pay for any services not actually performed by the Contractor.

9. MODIFICATION TO SERVICES: OOD and the Contractor agree that any change in the rate(s) or type(s) of service shall require written agreement by both parties.

10. RECORD KEEPING AND AUDITS:

   a. During the performance of this Agreement and for a period of five years after its completion, Contractor agrees to maintain a proper system of accounting and auditable records, in a manner consistent with generally accepted accounting principles, to account for the expenditure of all funds provided by this agreement, including any and all direct and indirect costs expended, and to make these records available for review upon request by OOD representatives at all reasonable times, including regular working hours. Contractor further agrees to retain all records and reports for a

period of not less than five years following audits by the appropriate state and federal auditing agencies or until questions arising from the audit have been resolved, whichever is later.

b. OMB A-133 requires OOD, as the recipient of federal funds, to insure that sub-recipients complete an audit in accordance with the requirements of the Single Audit Act of 1984, P.L. 98-502, as amended, and the resulting OMB Circular A-133. If this is applicable to the Contractor, then the Contractor is required to adhere to the mandates of the Single Audit Act and OMB Circular A-133. The audit must be performed on an annual basis for each agency fiscal year if $500,000 or more is expended in federal funds.

c. Upon completion of the audit, the Contractor must send OOD written notification, as per requirements of Section 320(e)(2) of the Circular, to OOD Fiscal Management, 150 East Campus View Blvd., Columbus, Ohio 43235. If there is a finding with any OOD funds, the Contractor must submit a copy of the complete audit reporting package to OOD.

d. Contractor agrees to comply with OMB A-133, Federal Auditing Requirements, where applicable. Contractor also agrees to comply with the applicable federal cost principle (OMB A-122 (2 CFR Part 230), Federal Cost Principles for Non-Profits Organizations; A-87 Federal Cost Principles for state and local governments; and/or A-21 Federal Cost Principles for colleges and universities) and OMB A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

e. The Contractor agrees to be responsible for the costs of any audit in which it is determined that the Contractor violated, in any material respect, any provision of Federal, State or local law.

11. CONFIDENTIALITY:

a. Contractor shall not discuss or disclose any confidential consumer information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the consumer, applicant, or former consumer. Contractor shall comply with the confidentiality provisions defined and outlined in O.R.C. Section 3304.21, O.A.C. Section 3304-2-63, 34 CFR 361.38, Attorney General Opinion 76-049, and as otherwise required pursuant to state and federal law.

b. Contractor shall safeguard confidential consumer information for which they have the authority to access by ensuring that the data is secure. The measures to secure the information include, but are not limited to, password protection, locked cabinet drawers, locked offices, logging off the computer, etc. Contractor is responsible for securing all computers (i.e. Antivirus, Microsoft patches, etc.) and encrypting any mobile devices (i.e. laptops, tablets, smartphones, etc.) that may contain consumer information. Any unauthorized access or inappropriate release or use of confidential consumer information shall be reported immediately to the OOD Chief Legal Counsel. Unauthorized access, release or misuse of confidential consumer information could result in termination of this agreement and possible criminal charges per state law.

c. In the event of an appeal and/or other complaint is filed with OOD by an applicant, consumer or former consumer for OOD services, the Contractor agrees to make his or her staff and records available to OOD for its review, investigation, response and/or defense of the appeal and/or complaint.

12. LIABILITY:

a. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, punitive damages, or lost profits.

b. Contractor agrees to indemnify and to hold OOD and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, sub-contractor(s), suppliers, third parties utilized by Contractor, or joint ventures', while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Contractor shall bear all costs associated with defending OOD and the State of Ohio against any claims made because of Contractor's acts or omissions. (The indemnification provisions in this paragraph shall not be applicable to Agreements between OOD and other State of Ohio government agencies, instrumentalities or political subdivisions of the State).

c. Upon request by OOD or if stated in Exhibit [A], Contractor, at its own cost, agrees to procure and continue in force at all times that this contract is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Contractor's obligations set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars ($500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars ($1,000,000) on account of bodily injuries or death of more than one person as a result of any one incident or disaster, and Two Hundred Fifty Thousand Dollars ($250,000) for property damage in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by OOD. A certificate reflecting the continuing coverage of all such policies procured by Contractor in compliance herewith shall be delivered to OOD at least thirty (30) days prior to the time such insurance is required to be carried by Contractor, and thereafter at least thirty (30) days prior to the expiration of any policies. Such insurance shall name OOD and the State of Ohio as additional insureds. Such policies shall bear an endorsement stating that the insurer agrees to notify OOD not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy.

13. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE:

a. No personnel of contractor, subcontractor or any person acting on behalf of contractor or a subcontractor shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions related to this Agreement.

b. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to OOD in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless OOD shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

c. Contractor, by signature on this document, certifies that Contractor: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, and (2) will take no action inconsistent with those laws and any applicable order. Contractor understands that failure to comply with Ohio ethics and conflict of interest laws may, in itself, be grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio. Additional information concerning Ohio ethics laws may be found by accessing the following website: http:// www.ethics.ohio.gov

14. CAMPAIGN CONTRIBUTIONS: Contractor hereby certifies compliance with O.R.C. Section 3517.13, as applicable. Any violation of O.R.C. Section 3517.13 by Contractor renders this Agreement void ab initio.

15. ENTIRE AGREEMENT/WAIVER:

    a. This Agreement, along with any attachments, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

    b. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

    c. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

16. NOTICES: Except as specifically provided otherwise, all notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the respective addresses on the signature page of this document.

17. SEVERABILITY: The provisions of this Agreement are severable and independent. If any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall, nevertheless, be binding and enforceable.

18. HEADINGS: The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

19. RELATED AGREEMENTS:

    a. The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without OOD's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit [A], Scope of Services, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts, not otherwise specifically acknowledged within this Agreement without prior written approval by OOD. All work subcontracted shall be at Contractor's expense.

    b. Contractor shall bind its subcontractor(s), if any, to the terms of this Agreement, so far as applicable to the work of the subcontractor(s), and shall not agree to any provision, which seeks to bind OOD to terms inconsistent with, or at variance from, this Agreement.

    c. Contractor warrants that it has not entered into, nor shall enter into, other agreements, without prior written approval of OOD, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

    d. Contractor shall furnish to OOD a list of any and all subcontractors, if any, their addresses, tax identification numbers, and the dollar amount of each subcontract.

20. DRUG FREE WORKPLACE: The Contractor agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or subcontractors purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

21. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE:

    a. OOD shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared specifically for OOD, by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by OOD shall be subject to copyright by the Contractor in the United States or any other country.

    b. Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

22. ANTITRUST ASSIGNMENT: Contractor assigns to OOD all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

23. FINDINGS FOR RECOVERY: Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to OOD any funds paid under this Agreement.

24. DEBARMENT: Contractor represent and warrant that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25 or the United States Department of Education, pursuant to 34 C.F.R. Part 85. If this representation and warranty is found to be false, this Agreement shall be void *ab initio* and Contractor shall immediately repay to OOD any funds paid under this Agreement.

25. TRAVEL EXPENSES: Contractor expressly understands that under no circumstances will contractor be compensated or reimbursed for any travel outside the State of Ohio in the performance of Contractor's obligations, duties and responsibilities under this Agreement. Any amounts approved by OOD for reimbursement of travel expenses shall be clearly and expressly outlined within the terms of this Agreement and shall not exceed any reimbursement rates authorized by Ohio law or rule of the Ohio Office of Budget and Management (OBM), the Ohio Department of Administrative Services (DAS) and/or, where applicable, the United States General Services Administration (GSA).

26. SWEATSHOP FREE REQUIREMENTS: Contractor certifies that all facilities used for the production of any supplies or performance of services offered are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws and are sweatshop free. This certification applies to any and all suppliers and/or subcontractor used by the Contractor in furnishing the supplies or services. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any subcontractor or suppliers used by the Contractor in performance of the Contract. If allegations are proven accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

27. BIENNIUM AND RENEWAL REQUIREMENTS:

    a. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the end of the current biennium. If the completion date of this Agreement goes beyond any current biennium then at that time OOD may renew the remaining time of this Agreement on the same terms and conditions by giving written notice to contractor prior to the end of the current biennium, otherwise this Agreement shall terminate at the end of the then current biennium.

    b. At the sole option of OOD, this Agreement may be renewed annually under the same terms and conditions applicable to this Agreement for any period of time, up to a maximum of twenty-four (24)

additional months, provided that such renewal does not extend beyond the biennium in which the renewal takes place. If OOD chooses to exercise this option of renewal, OOD shall advise the Contractor, in writing, prior to the expiration of the current Agreement.

c. In accordance with Section 126.07 of the Ohio Revised Code, any renewal hereunder shall not be valid or enforceable unless and until the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.

28. CONFLICT OF TERMS: Contractor understands and agrees that if there is a conflict, whether in whole or in part, between any of the terms in this Agreement, including the terms found in Exhibit [A] and any and all other attachments or parts of this Agreement, then OOD shall have sole authority and discretion, which shall not be inconsistent with any established law, to identify which term, or portion of such term, would control and Contractor agrees to follow such determination by OOD.

29. EXECUTIVE ORDER-PROHIBITION OF THE PURCHASE OF OFF-SHORE SERVICES / TERMINATION, SANCTION, DAMAGES:

a. The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following website: http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx

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

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

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

e. If OOD determines that actual and direct damages are uncertain or difficult to ascertain, OOD in its sole discretion may recover a payment of liquidated damages in the amount of fifty percent of the value of the Contract.

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

30. SUCCESSORS/ASSIGNMENT/DELEGATION: Except as otherwise provided hereto, neither this Agreement nor any rights, duties, obligations or responsibilities hereunder may be assigned, delegated or transferred, in whole or in part, by Contractor, without the prior written consent of OOD. Any assignment or delegation not consented to may be deemed void by OOD.

31. EXECUTION:

    a. This Agreement is not binding upon the parties unless executed in full.

    b. Contractor explicitly understands that services under this contract shall not begin, nor will Contractor be compensated for any of the services hereunder, until Contractor receives from OOD a fully executed copy of this Contract and, where applicable, a valid purchase order number.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Opportunities for Ohioans with Disabilities Agency
RFP Response Form
(Enter Subject of RFP)

Please Print or Type:

Respondent's Name			Company Name (If applicable)	
Street Address			City, State and Zip	Telephone Number
Federal Tax I.D. **OR** Social Security #		OAKS Vendor ID #	Contact Person's Name (List telephone # if different than above)	
Proposed Dates of Contract:	Beginning Date	Ending Date	Respondent has DAS, AAPV? (If yes, Please attach)	EOD/Certification # (Only if MBE/EDGE)
			Yes ☐ No ☐	

Complete the below cost area **or** if applicable, attach a Budget and indicate "See Attached Budget".

(Required) **Fiscal Year** Indicate "F" or "S" for type of F.Y.	*(Required)* **UNIT** (Hour, each, etc.)	*(Optional)* **Other Description** (if needed)	*(Required)* **PROPOSED # OF UNITS ***	X	*(Required)* **MAXIMUM UNIT COST**	=	*(Required)* **MAXIMUM TOTAL**
				X		=	$ -
				X		=	$ -
				X		=	$ -
				X		=	$ -
				X		=	$ -
				X		=	$ -
				X		=	$ -
				X		=	$ -
	Miles			X	**$ 0.52**	=	$ -
TOTAL	* Multiple contracts may be awarded based on Selection Criteria, Responses and OOD need.						$ -

Attach a detailed description of the program/service that will be provided in response to this RFP. Include how you or your company meets or exceeds the capability to provide the services described in the attached Exhibit A. If your response does not demonstrate you or your company's ability to meet the services described, your Response may be rejected.

If there are any exceptions to the services requested in Exhibit A of this RFP, attach a detailed explanation. OOD reserves the right to disqualify any Respondent whose exceptions significantly impact the delivery of services.

If during the term of the Contract, any required licenses, certificates, etc. expire, it is the Contractor's responsibility to submit updated documents.

*My **ORIGINAL SIGNATURE** below signifies that I understand and accept, on behalf of myself or the above named Company, all of the terms and conditions contained herein and attached. I understand that an unsigned or copy of this RFP is **NOT** acceptable*

Authorized Signature:

_____ **Date:** _____

_____ _____

NAME (type or print) **TITLE** (type or print)

Opportunities for Ohioans with Disabilities Agency
RFP Respondent Profile Summary

The following provides a history of all contracts, for which the Respondent is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP during the timeframe indicated in the RFP.

Company:	**Contact:**	
Address (Street, City, State & Zip):	**Telephone #**	
Project Name:	**Project Start Date**	**Project End Date**
Description of Related Services Provided:		

Company:	**Contact:**	
Address (Street, City, State & Zip):	**Telephone #**	
Project Name:	**Project Start Date**	**Project End Date**
Description of Related Services Provided:		

Company:	**Contact:**	
Address (Street, City, State & Zip):	**Telephone #**	
Project Name:	**Project Start Date**	**Project End Date**
Description of Related Services Provided:		

DECLARATION STATEMENTS

The following Declaration Statements are being certified by (Respondent/Contractor) and whose authorized signature is located at the bottom of this document.

Failure to complete, sign and return this Declarations Statement with the RFP Response, may deem the response non-responsive.

Ohio Elections Law Information

A. Prohibition

State agencies whose directors or heads are appointed by the Governor are prohibited by Divisions (I) and (J) of Section 3517.13 of the Revised Code from awarding any noncompetitively bid contract for the purchase of goods or services costing more than $500.00 to an entity listed in those Divisions if a party listed in those Divisions or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to the Governor's campaign committee.

B. Individual, Partnership, Association, Estate or Trust

A vendor that is an individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust shall include in its bid an affirmative statement that, as applicable to the vendor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouses of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (I) of the Revised Code.

C. Corporation or Business Trust

A vendor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its bid an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of $1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (J) of the Revised Code.

Ohio Ethics and Conflict of Interest Laws Information

Respondent/Contractor, by signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws, and (2) will take no action inconsistent with those laws and any applicable order. The Respondent/Contractor understands that failure to comply with Ohio ethics and conflict of interest laws may, in itself, be grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio. Additional information concerning Ohio ethics laws may be found by accessing the following website: http://www.ethics.ohio.gov

Prohibition of the Use of Public Funds for Offshore Services

In accordance with Executive Order 2011-12K, regarding the prohibition on the purchase of offshore services, Respondent/Contractor, by signature on this document, certifies: (1) it has reviewed and understands the provisions of Executive Order 2011-12K; (2) it understands and will abide by the requirements of this order; (3) will disclose the location(s) where all services will be performed by any contractor or subcontractor; (4) will disclose the location(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up, or stored; (5) will disclose any shift in the location of any services being provided by the Respondent/Contractor or Subcontractor(s); (6) will disclose the principal location(s) of business for the Respondent/Contractor and all Subcontractors who are supplying services to the state under the proposed Contract.

By signature affixed to this response, the Respondent/Contractor affirms, understands, and will abide by the requirements of Executive Order 2011-12K, issued by Ohio Governor John Kasich. If awarded a contract, the Respondent becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following website:

Http://www.governor.ohio.gov/Default.aspx?tabid=1495

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

LOCATION OF SERVICES/OFF-SHORE/I-9 CERTIFICATION

1. List the principal location of business for the **Respondent/Contractor**:

   _____

   List the name and principal location of business for any **Subcontractor(s)**:

   _____

   _____

   _____

2. List all location(s) where the **Respondent/Contractor** will provide services under this contractor:

   _____

   _____

   _____

List the name and location(s) where any **Subcontractor(s)** will provide services under this contractor:

_____

_____

_____

3. List all location(s) where any state data associated with any of the services the contractor or subcontractor(s) are providing, or seek to provide, will be accessed tested, maintained, backed-up or stored.

_____

_____

_____

4. List any location(s) where the services to be performed will be changed or shifted by the **Respondent/Contractor:**

_____

_____

_____

List any name and location(s) where the services to be performed will be changed or shifted by the **Subcontactor(s):**

_____

_____

_____

The Respondent/Contractor agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of OOD. Any attempt by the Respondent/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of OOD, will be deemed as a default. If a default should occur, OOD will seek all legal remedies as set forth in the "Standard Terms and Conditions", which may include IMMEDIATE cancellation of the Contract.

Respondent/Contractor affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the OOD Contract Liaison.
Respondent/Contractor affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

Respondent/Contractor agrees that it (and any personnel or independent contractors provided for performance of this contract) is a separate and independent enterprise from the State of Ohio and the Opportunities for Ohioans with Disabilities Agency; and, that this contract does not constitute any joint employment relationship between Respondent/Contractor, and its representatives and the Opportunities

for Ohioans with Disabilities Agency, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

Equal Employment Opportunity Information

The Respondent/Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification (AAPV) form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Respondents/Contractors shall submit a copy of their AAPV letter with the RFP response. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website:
http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity/tabid/178/Default.aspx

Contract Performance

The Respondent/Contractor must provide the following information for this section for the past seven (7) years. **Please indicate "Yes" or "No" in each column**. If the answer to any item is affirmative, the Respondent/Contractor must provide complete details about the matter on a separate page.

Yes/No	Description
	The Respondent/Contractor has had a contract terminated for default or cause. If so, the Respondent/Contractor must submit full details, including the other party's name, address, and telephone number.
	The Respondent/Contractor has been assessed any penalties in excess of five thousand dollars ($5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Respondent/Contractor must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Respondent/Contractor was the subject of any governmental action limiting the right of the Respondent/Contractor to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).

Yes/No	Description
	The Respondent/Contractor, any officer of the Respondent/Contractor, or any owner of a twenty percent (20%) interest or greater in the Bid has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Respondent/Contractor, any officer of the Respondent/Contractor, or any owner with a twenty percent (20%) interest or greater in the Bid has been convicted of a felony or is currently under indictment on any felony charge.

Conflict of Interest

Additional information regarding Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, may be found in Standard Terms and Conditions, Article 13.

The Respondent/Contractor must include a statement indicating whether the Respondent/Contractor, or any people that may work on the project through the Respondent/Contractor, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Provide statement regarding any potential Conflict of Interest not indicated in the check list above:

While an affirmative answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Response from consideration, such an answer or statement and a review of the background details may result in a rejection of the Response at the sole discretion of the evaluation team. The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Respondent/Contractor's performance on the project, and the best interests of the State.

Please respond appropriately:	Yes	No
Have you had experience with providing services as described in Exhibit A?	___	___
Have you had past performance on previous state contracts?	___	___
This Response covers all Statement of Services listed on Exhibit A.	___	___
If No: please explain specific statement of services that could not be met.	___	___

Ohio Preference: (Buy Ohio):	Yes	No
Respondent has significant economic presence within the state of Ohio.	___	___
Respondent has ten or more employees based in Ohio or border state	___	___
Respondent has 75% or more employees based in Ohio or border state	___	___

Border State Respondent: No Yes Indicate State (KY, MI, NY, PA, IN)

Total Number of Employees:	Nation-wide:	_____	Ohio:	_____
Percentage of Women:	Nation-wide:	_____	Ohio:	_____
Percentage of Minorities:	Nation-wide:	_____	Ohio:	_____

RESPONDENT/CONTRACTOR CERTIFICATION:

I attest that I am a representative of the organization listed in this Response and have the authority to bind the Respondent/Contractor to the aforementioned requirements in this Declaration Statements.

Printed Name and Title: _____

Signature: _____

Date

Organization: _____

Opportunities for Ohioans with Disabilities Agency
RFP RESPONDENT CHECKLIST

- [ ] Did you review the OOD Exhibit A?
- [ ] Did you review the "Terms and Conditions"?

RESPONDENT INFORMATION

- [ ] Did you complete each box of the "RFP Response Form"?
- [ ] Did you include your OAKS Vendor Identification Number?
- [ ] Did you sign and date the "RFP Response Form"?

PROPOSED COST AND TIMEFRAME

- [ ] If specifically requested, did you submit your proposed cost as OOD requested (e.g. cost per hour)?
- [ ] Does your response cover the entire time frame requested (e.g. 1 year, 6 months)?
- [ ] Did you verify your mathmatical figures?
- [ ] Does your response include all services and/or reimbursable costs for which you will invoice OOD?

EXCEPTIONS

- [ ] If applicable, did you provide a **detailed** explanation of any exceptions you have in regard to the Exhibit A?

REQUIRED DOCUMENTS TO BE SUBMITTED WITH RFP RESPONSE

- [ ] RFP Response Form
- [ ] RFP
- [ ] Exhibit A
- [ ] Respondent's detailed proposal (i.e. how the services will be delivered, qualifications to provide the services, etc).
- [ ] Completed Budget Template (if applicable)
- [ ] Respondent Profile Summary
- [ ] Standard Terms and Conditions
- [ ] Declarations Statements
- [ ] AAPV Letter (from DAS)
- [ ] IF applicable, any required license(s)/certification(s).
- [ ] Respondent's Checklist

OTHER

- [ ] If applicable, did you include all required certifications, licenses, etc.?
- [ ] Will indiviudals providing the services meet minimum qualifications outlined in the RFP?
- [ ] Is your response being submitted within the timeframes indicated?
- [ ] Are you returning the appropriate number of copies as requested?
- [ ] Did you make a copy for your records?
- [ ] Have you labeled your sealed envelope as indicated on the RFP cover page?