Ohio Department of Job and Family Services
Request for Letterhead Bids (RLB)
Lazarus C621 Hearing Room AV Project
RLB-OIS-12-032

I. Purpose

The Ohio Department of Job and Family Services (ODJFS) is soliciting bids for enhancement of currently installed audio/visual and display systems for the ODJFS location at **Lazarus Government Center, 50 W. Town St., Room C621, Columbus, Ohio.** This Request for Letterhead Bids (RLB) document is released by, and the subsequent contract will be with the ODJFS, Office of Information Services. This request is to establish a State of Ohio Purchase Order for enhancing functionality of currently installed audio/visual and display systems at **Lazarus Government Center, 50 W. Town St., Room C621, Columbus, Ohio.** All work will be at the direction of ODJFS OIS staff with an ending date of June 30, 2012. There is no guarantee as to the amount of work to be performed or even that work will be performed under this RLB. Any equipment replacements identified as necessary through the bidding process must be included with this bid.

ODJFS will only accept proposals from vendors who are authorized to provide Communications/Audio Visual Equipment and Services under their approved Office of Information Technology (OIT) State Term Schedule (STS). Vendors submitting proposals in response to this request must have a valid STS status in effect prior to the proposal due date and time. Interested vendors that do not currently have an appropriate STS may contact OIT through the website of http://procure.ohio.gov/proc/ContractsSTS3.asp for information on the STS application process.

ODJFS reserves the right to cancel any and all outstanding work requests, if Vendor services are deemed no longer required. The ODJFS, Office of Information Services/Production & Operations, shall designate a staff member as ODJFS Contract Manager to provide on-going supervision of the contractor selected through this RLB.

The vendor's State Term Schedule must be approved by OIT by the time vendor bids are due on this project, in order to qualify for consideration. State law will not allow a services contract to span fiscal years, therefore all services for this RLB must be completed by June 30, 2012.

ODJFS will only accept proposals from vendors that demonstrate their capability of providing services as described in this RLB. This RLB document is released by and the subsequent agreement will be with ODJFS; the ODJFS Office of Information Services will be responsible for on-going supervision of the selected vendor's services, activities, and performance. For the purpose of this RLB, the term "vendor" shall be defined as a qualified organization that will provide all activities and services as identified in this RLB.

ODJFS is under no obligation to enter into an agreement with any vendor as a result of this solicitation, if, in the opinion of ODJFS, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed. Changes in this RLB of a material nature will be provided on the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS.

II. Time and Date of Submission

Organizations, companies, firms, or individuals seeking to submit a proposal are **required** to attend a pre-bidder conference at **50 W. Town St. 6th Floor Columbus, OH** on Friday, May 25th, 2012 at 9:00 AM EST, in order to become familiar with the site and its existing conditions which will affect the work as required under contract. Any bidder who submits a proposal, but did not attend the **mandatory pre-bidder conference** will be disqualified from further consideration. Participants must meet at the Lazarus building lobby and will be escorted to the conference room. Sign in is required.

Organizations, companies, firms, or individuals who are interested in submitting letterhead bids must make their submission not later than **11:00 a.m. Eastern Standard Time on May 30th, 2012.** *Faxes will not be accepted.* Proposals must be addressed to:

Office of Information Services
Ohio Department of Job and Family Services
Attn: OIS IT Procurement Unit
RLB-OIS-12-032
4200 E. Fifth Ave.
Columbus, Ohio 43219

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

All submissions, whether by mail or hand delivery, must be received complete by the above date and time. Materials received after the submission deadline date, or partial submissions received regardless of the date, will not be added to previous submissions, nor be considered. No confirmations of mailed proposals received can be provided.

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

III. Anticipated Procurement and Project Timetable

May 22, 2012	JFS Releases RLB to Potential Vendors. Q & A Period Opens - Vendors may submit inquiries for RLB clarification.
May 25, 2012	**Mandatory pre-bidder conference 9-11 a.m.** Vendor Q & A Period closes 11:00 a.m. for inquiries for RLB clarification - No further inquiries for RLB clarification will be accepted.
May 30, 2012	Deadline for Vendors to Submit Proposals (11:00 A.M., Eastern time).
June 4, 2012	JFS Issues Award Notification (estimated).
June 6, 2012	Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (estimated).
June 30, 2012	All project work must be completed.

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

***** According to requirements of ORC 126.07, JFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, which is indicated by the approval of the Purchase Order (P.O.) The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the JFS Contract Manager's providing notice that the requirements of section 126.07 of the Ohio Revised Code have been met.

IV. Question & Answer Period; RLB Clarification Opportunity

Potential vendors may ask clarifying questions regarding this RLB via the **Mandatory Pre-Bidders Conference on May 25 from 9:00 – 11:00,** as outlined in Section III. Anticipated Procurement Timetable.

It is the responsibility of all potential vendors to check this site on a regular basis for any amendments or other pertinent information regarding any RLB.

Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RLB; therefore, vendors are to base their RLB responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in the RLB, not on details of a current or past related contract.

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

V. Qualifications

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

A. Organizational Experience and Capabilities

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

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

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

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

B. Staff Experience and Capabilities

The vendor must demonstrate its significant expertise by assigning qualified individuals for this project.

1. Please list a minimum of 2/maximum of 5 staff expected to work on this project, and indicate years of experience, certifications, training and/or education necessary to perform installation, configuration and testing work on the types of systems as detailed in the Scope of Work section below.
2. Please list staff expected to program, configure and test equipment, and indicate years of experience, certifications, training and/or education necessary to perform installation, configuration and testing work on the types of systems as detailed in the Scope of Work section below.

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

VI. Scope of Work

The purpose of this RLB is to solicit and secure a proposal for a solution, as well as labor and material rates for audio/visual enhancements at the Lazarus Government Center, 50 W. Town St., Room C621, Columbus, Ohio. This request will be used to establish a Purchase Order for the purpose of enhancing audio/visual solution in room C-621.

1. Room C621 is to be utilized for town hall style hearings.
2. Proposed solution/equipment provides compatibility and integration with existing equipment.
3. The proposed solution must provide for voice reinforcement with feedback elimination.
4. Requested enhancements to the multimedia conference room include:
    - Minimum of 16 wireless uni-directional tabletop microphones
    - Automatic audio mixer with digital signal processing (DSP) capabilities
    - Audio amplifiers as needed
    - Wireless receivers
    - Installation, configuration and testing
    - Reprogramming of Crestron control system to provide for functionality of the new equipment
    - Installation Materials (Cabling, connectors, wall plates)
    - Training of end user and technician on new solution equipment
5. A diagram detailing the current and proposed room layouts have been provided as part of this bid - Attachment E - C621 room layouts.pdf
6. A system diagram has been provided as part of this bid – Attachment H - C621 system diagram.pdf
7. A list of parts currently installed has been provided as part of this - Attachment I - C621 Current Equipment List.pdf

Pricing for all materials and labor must be at or below STS pricing at the time of service work. Material or labor pricing may change after award of the RLB if the vendor's STS pricing changes, but the percentage discount off of STS may not change. If vendors STS pricing does change upward for any

item, those items must be discounted at the same percentage rate as bid in this RLB. If it is determined that STS price increases are excessive, ODJFS may decide to rebid this project at any time. ODJFS may also, at its sole discretion negotiate with a selected vendor for additional price decreases at any time. The State may also request additional parts be added to vendor's STS as needed in support of new or changed A/V equipment.

Any items or materials that a vendor/contractor believe are necessary for the completion of the project that do not appear on the vendor/contractor's State Term Schedule must be added to the vendor/contractor's State Term Schedule prior to submission of a proposal or else such items may not be charged to the State. No extension time will be granted to allow additional time for the vendor/contractor to update their STS beyond the due date of bids to ODJFS. Any miscellaneous items required to complete this project, but not appearing on a State Term Schedule, cannot and will not be billed to the state.

Pricing requested is for labor and materials anywhere inside Ohio. There is no re-imbursement for travel expenditures incurred.

The selected vendor will be awarded a contract and must be prepared to begin work upon receiving a State of Ohio Purchase Order from ODJFS, which is anticipated to be on or about June 6, 2012. Contracts are not valid and enforceable until all funding approvals as required by the Ohio Revised Code Section 126.07 have been obtained by the State, and the actual start-work date can be no earlier than the date of those funding approvals. The designated ODJFS Contract Manager will notify the selected vendor of the actual start-work date. Any work done by the vendor prior to that notification will not be reimbursed by ODJFS.

A. Contractor must furnish all staff, tools, materials, and equipment necessary to conduct services as outlined in this RLB.

B. All work must be done in accordance with all national, state, and local codes.

C. Contractor shall be wholly responsible for any and all damages caused or affiliated with this service.

VII. Format of Submission

Vendors interested in submitting letterhead bids must submit five (5) copies of their response in hard copy and one (1) copy of their response on non-rewritable compact disc (CD) in Microsoft Word, Microsoft Excel, or Adobe Portable Document Format (PDF). If there is any discrepancy between the paper copy and the electronic copy of the Proposal, the paper copy will control, and the Department will base its evaluation of the Vendor's Proposal on the paper copy.

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

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

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

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

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

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

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

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

Tab D – Standard Affirmation and Disclosure Form: Banning the Expenditure of Public Funds on Offshore Services: This form must be completed and signed by every bidder, offeror, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement. **A copy accompanies this RLB.**

Failure to complete, sign, and return the Standard Affirmation and Disclosure Form with your bid will result in your bid being rejected as being non-responsive and disqualified from further consideration.

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

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

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

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

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

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

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

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

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

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

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

Tab I – Cost Itemization: Indicate your company's itemized quote for this project as indicated accordingly in Attachment "D" Pricing Spreadsheet.

Bidding vendors are required to submit pricing using the pricing spreadsheet in Attachment D. Bidders who do not use the pricing spreadsheet format specified in this RLB will have their bids rejected. Any miscellaneous items required to complete this project, but not appearing on a State Term Schedule, cannot and will not be billed to the state. Any items or materials that a vendor/contractor believe are necessary for the completion of the project that do not appear on the vendor/contractor's State Term Schedule must be added to the vendor/contractor's State Term Schedule prior to submission of a proposal or else such items may not be charged to the State. No extension time will be granted to allow additional time for the vendor/contractor to update their STS beyond the due date of bids to ODJFS.

TAB J – Cost Proposal form: Indicate your company's cost summary quote for this project as indicated accordingly: Attachment "F" cost proposal.

VIII. Selection Process

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

Final selection of the vendor will be based upon the criteria specified in Sections II., V., VII., and VIII., of this RLB. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review committee may waive minor defects that are not material when no

prejudice will result to the rights of any vendor or to the public. JFS reserves the right to require clarification of any information provided in vendors' proposals. In scoring the proposals, JFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

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

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

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

3. Did the vendor attend the mandatory pre-bidders conference on May 25, 2012?

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

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

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

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

B. Phase II. Review—Criteria for Scoring the Technical Proposal:

The PRT will then score those qualifying technical proposals, not eliminated in Phase I. Review, by assessing how well the vendor meets the requirements as specified in Sections V., and VI., of this RLB. Using the score sheet for Phase II scoring (see **Attachment C.** of this RLB for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

A maximum of 140 points will be awarded for the Technical Proposal. A technical proposal must achieve a total of at least 98 points (indicating that the vendor is capable of successfully performing contractual duties) out of the possible 140 points to qualify for continued consideration. Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered.

Technical Performance Scoring Definitions:

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

"Partially Meets Requirement"- Vendor proposal demonstrates some attempt at meeting a particular RLB requirement, but that attempt falls below acceptable level, **Score: 6**

"Meets Requirement"-Vendor proposal fulfills a particular RLB requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

"Exceeds Requirement"-Vendor proposal fulfills a particular RLB requirement in all material respects, and offers some additional level of quality in excess of JFS expectations, **Score: 10**

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

C. Phase III. Review – Costs Proposal Considerations:

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

D. Final Selection

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

***Please Note:**

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

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

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

E. RLB Negotiations

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

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

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

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

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

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

potential vendor about the contents of another potential vendor's RLB response in order to gain a negotiating advantage.

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

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

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

A. EXECUTIVE ORDER REQUIREMENTS:

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

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

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

B. TERMINATION, SANCTION, DAMAGES:

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

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

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

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

C. ASSIGNMENT / DELEGATION:

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

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

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto.

HIPAA compliance requires, at minimum, that the contractor:

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

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

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

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

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

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

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

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

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

XI. State Contracts

Responses must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment B**) to report this information, and include the completed document in the vendor's proposal as specified in **Section VIII, Instructions for Format of Submissions,** of this RLB.

XII. Trade Secrets Prohibition; Public Information Disclaimer

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

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

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

XIII. Contractual Requirements

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

A. Prohibition against Services Performed Outside the United States

All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the "Standard Affirmation and Disclosure Form" provided as Attachment A. to this RLB. The entire form must be printed, completed, and signed by the interested vendor's authorized representative, and returned to ODJFS as a component of the vendor technical proposal. **Failure to include the completed and signed Standard Affirmation and Disclosure Form will result in the vendor's disqualification from consideration.**

B. Ethical and Conflict of Interest Requirements

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

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

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

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

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

C. Interview

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

D. Start Work Date

The selected vendor must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected vendor will be notified by the ODJFS contract manager when work may begin. **Any work begun by a contractor prior to this notification will NOT be reimbursable by ODJFS.**

E. Proposal Costs

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

F. Travel and Parking Expense Reimbursement

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

G. Public Release of Records

Public release of any evaluation or monitoring reports funded under this contract will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a 30-day period for review and comment.

H. Confidentiality

All contracts or other business agreements will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

XIV. Other Requirements

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

Ohio Revised Code Section 9.24 prohibits ODJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the vendor warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under R.C. 9.24 prior to the award of any contract or business agreement arising out of this RLB, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to the evaluations of any proposal submitted pursuant to this RLB. ODJFS will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

B. Mandatory Contract Performance Disclosure

Each proposal must disclose whether the vendor's performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those described in this RLB, has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, vendor shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims in response to this section will not automatically disqualify a vendor from consideration, at the sole discretion of ODJFS, such claims and a review of the background details may result in a rejection of the vendor's proposal. ODJFS will make this decision based on its determination of the seriousness of the claims, the potential that the behavior that led to the claims could negatively impact vendor's performance of the work, and the best interests of ODJFS.

C. Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to vendor's performance of services similar to those described in this RLB. If any such instances are disclosed, vendor must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against vendor by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify a vendor from consideration, such governmental action and a review of the background details may result in a rejection of the vendor's proposal at the sole discretion of ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter's potential impact on the vendor's performance of the work, and the best interests of ODJFS.

D. Vendor Selection Restriction

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

E. Waiver of Minor Proposal Errors

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

XV. Caveat

ODJFS is under no obligation to select a vendor as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed with the project.

XVI. Communications Prohibited

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

The only exceptions to this prohibition are as follows:

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

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

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

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

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

*** Important Note:** Amendments to the RLB or to any documents related to it will be accessible to interested vendors through the original web page established for the RLB. All interested vendors must refer to that web page regularly for amendments or other announcements. ODJFS will not specifically notify any vendor of changes or announcements related to this RLB except through the website posting. It is the affirmative responsibility of interested vendors to be aware of and to fully respond to all updated information posted on this web page.

ODJFS is not responsible for the accuracy of any information regarding this RLB that was obtained or gathered through a source other than the Question and Answer process described in this RLB. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

XVII. Protests

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

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

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

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

   a. A protest based on alleged improprieties in the issuance of the RLB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. of the closing date for receipt of proposals as specified in Section II., Time and Date of Submission.

   b. If the protest relates to the announced intent to make the award, the protest shall be filed no later than 3:00 p.m. of the seventh (7th) calendar day after ODJFS issues award notification to all responding vendors regarding the State's intent to the award. The date of this ODJFS notification to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.

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

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

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

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

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

XVIII. ATTACHMENTS

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

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

C. **Technical Proposal Score Sheet** ***(Provided for vendor self-evaluation – not to be returned with the bid)***
D. **Pricing Spreadsheet** ***(Vendors are to complete, & return with their proposal as part of TAB I of Vendor Proposal)*** **Note* The pricing spreadsheet is also available via e-mail attachment, upon request.*
E. **Room layout for informational purposes.**
F. **Cost Proposal form** ***(Vendors are to complete, sign, & return with their proposal as part of TAB J of Vendor Proposal).***
G. **Pre-Bidders Conference Agenda.**
H. **System Diagram**
I. **Current Equipment List**

ACCOMPANIMENTS

A. **Request for Taxpayer Identification Form W-9** ***(Vendors are to complete, sign in BLUE ink, & return with their proposal as part of TAB F of Vendor Proposal)***
B. **Declaration Regarding Material Assistance/Non-assistance To A Terrorist Organization (DMA) Form** ***(Vendors are to complete, sign, & return with their proposal as part of TAB G of Vendor Proposal)***

Thank you for your interest in this project.

Attachment A

ODJFS RLB #: RLB-OIS-12-032

DEPARTMENT OF ADMINISTRATIVE SERVICES

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Banning the Expenditure of Public Funds on Offshore Services

This form must be completed and signed by every bidder, offeror, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This form must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

1. Principal location of business of Contractor/Grantee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____	_____
Signature	Date
_____	_____
Entity Name	Address (Principal Place of Business)
_____	_____
Printed name of individual authorized to sign on behalf of entity.	City, State, Zip

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

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

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

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

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

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

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

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

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

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

ii. Require service providers or prospective service providers to:

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

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

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

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

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

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

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

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

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

John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

Ohio | Department of Job and Family Services

Attachment B
Lazarus C621 Hearing Room AV Project
ODJFS RLB #: RLB-OIS-12-032

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

Vendors must provide all information

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

8. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function)**:**

Vendor Representative:
Representative's Title:
Address:
Phone #:
Fax #:
E-Mail:

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

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

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

<u>AND</u>

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

<u>AND</u>

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

11. Location of Business Declaration: Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Standard Affirmation and Disclosure Form." **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THE STANDARD AFFIRMATION AND DISCLOSURE FORM, WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD**.

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

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

	Nationwide:	**Ohio Offices:**	
Total Number of Employees:	_____	_____	
% of those who are Women:	_____	_____	
% of those who are Minorities:	_____	_____	(Ohio Certified MBE/EDGE)

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

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

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

Subcontractor Name: _____

Address: _____

_____

Work To Be Performed: (a brief description)

_____

_____

_____

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

_____

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

	Nationwide:	**Ohio Offices:**	
Total Number of Employees:	_____	_____	
% of those who are Women:	_____	_____	
% of those who are Minorities:	_____	_____	(Ohio Certified MBE/EDGE)

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2011) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

For each state contract, list the state agency and provide the following information:

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

13. Vendor and Grantee Ethics Certification

As a vendor or grantee doing business with* or receiving grants from the State of Ohio, I certify on behalf of _____(name of vendor or grantee):

(1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
(2) I have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.
(3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
(4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

_____ _____

Signature of authorized agent Date

*"Doing business with" includes all contracts for goods and services, excluding purchases made using the State of Ohio's Payment Card Program that cost less than $1,000.

14. I _____, (vendor representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (vendor's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this proposal in response to the ODJFS RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

ATTACHMENT C

RLB#: RLB-OIS-12-032
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	Was the vendor's proposal received by the deadline as specified in the RLB?	II.		
2	Did the vendor submit their proposals in the format described in Section VII., of this RLB?	VII.		
3	Did the vendor attend the mandatory pre-bidders conference on May 25, 2012?	II., III.		
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 and B of the RLB?	VII., XI., XIII. and XVIII.		
5	Does ODJFS' review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (*i.e.*, the proposal of any vendor whose name appears on the Auditor's website as having an unresolved finding for recovery will be eliminated from further consideration.)?	VIII. and XIV.		
6	Does the vendor have a current STS which is appropriate for the work described in this RLB?	I., V.,VII. & VIII.		
7	Did the review team (in its initial/cursory review of the vendor's proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RLB?	XII.		

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS, Office of Information Services. 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 Requirements

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 **98** points (a score which represents that it "meets" all of the evaluation criteria) out of a maximum of **140** points, will be disqualified from further consideration and its cost proposal will not be opened or considered. Only that vendor whose, Technical Proposals meets 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	Exceeds 10
	ORGANIZATIONAL EXPERIENCE & CAPABILITIES						
1	Background information on the vendor, including subcontractors	V.A.	1				
2	Descriptions of at least two (2), but no more than four (4) projects completed in the past three (3) years that demonstrate expertise which are similar in size, scope, and effort that is described in Section VI, Scope of Work	V.A.	2				
3	Names and contact information from at least two (2) entities for which the vendor has performed similar scale projects in the past three (3) years.	V.A.	2				
	STAFF EXPERIENCE & CAPABILITIES						
4	Vendor lists a minimum of 2 and a maximum of 5 personnel expected to work as installers on the project, with individual's years of experience and certifications or resume / curriculum vitae	V.B.	2				
5	The vendor has included a resume or curriculum vitae for the assigned technicians who will perform programming, configuration and testing.	V.B.	2				
	SCOPE OF WORK						
6	Proposed solution/equipment provides compatibility and integration with existing equipment	VI, 2	1				
7	Proposed solution provides for voice reinforcement with feedback elimination	VI, 3	1				
8	Proposed solution meets all requested enhancements	VI, 4	3				
9	Parts list and pricing sheet complete and accurate	VI, Attachment D	3				
	Column Subtotal of "Partially Meets" points						
	Column Subtotal of "Meets" points						
	Column Subtotal of "Exceeds" points						
	GRAND TOTAL SCORE:						

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 Total Technical Score must be at least 98 points.)

Yes _____ No _____

(If "No," Vendor's Proposal will not proceed to Phase III scoring.)

PHASE III – Cost Proposal Consideration

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

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

Vendor's Grand Total Score:

Vendor	Phase II Points Technical Proposal	Phase III Points Cost Proposal	Total Score

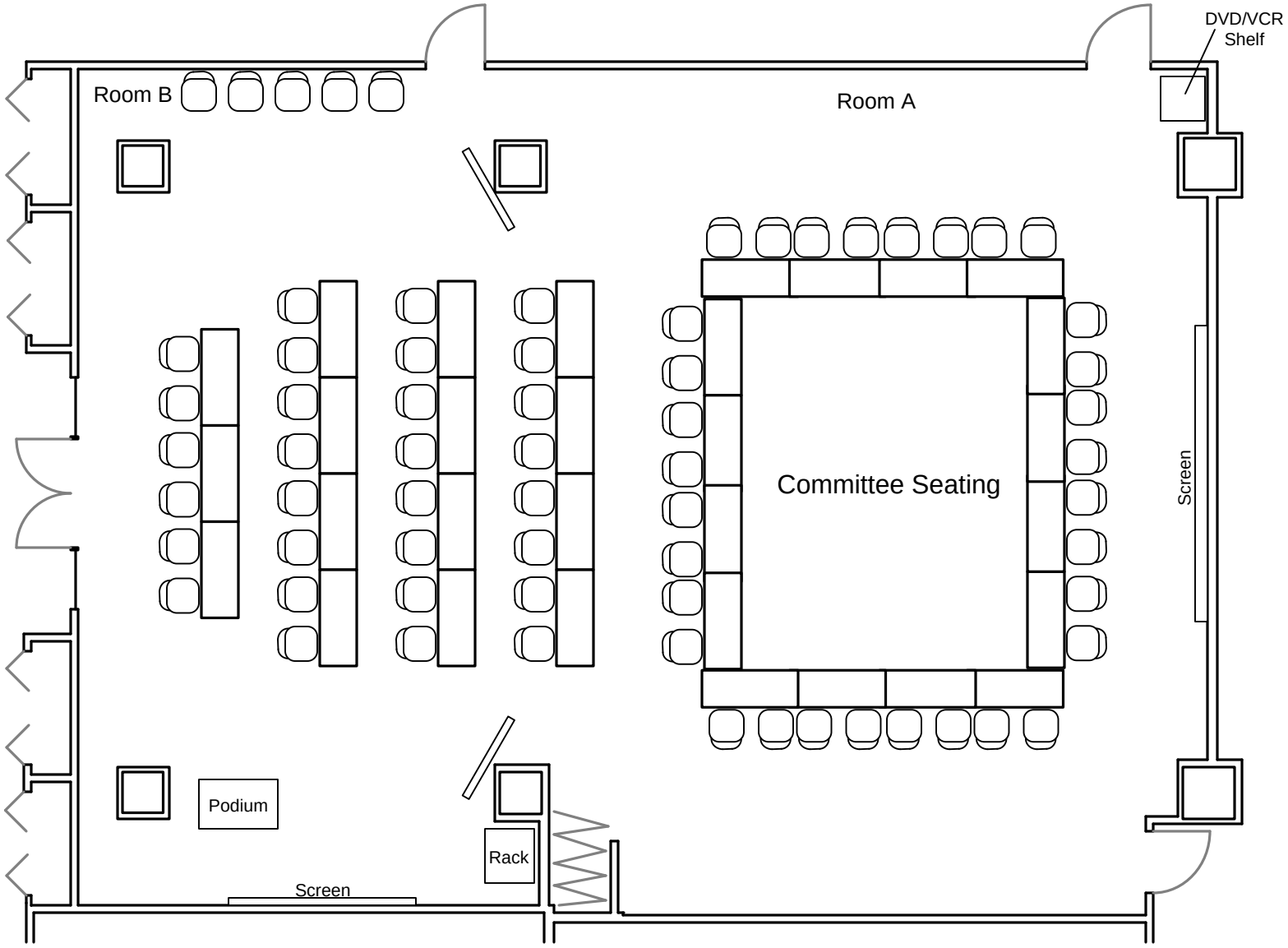
Attachment D: OHP room C-621 parts list and pricing

Instructions: Vendor must supply a list of all parts

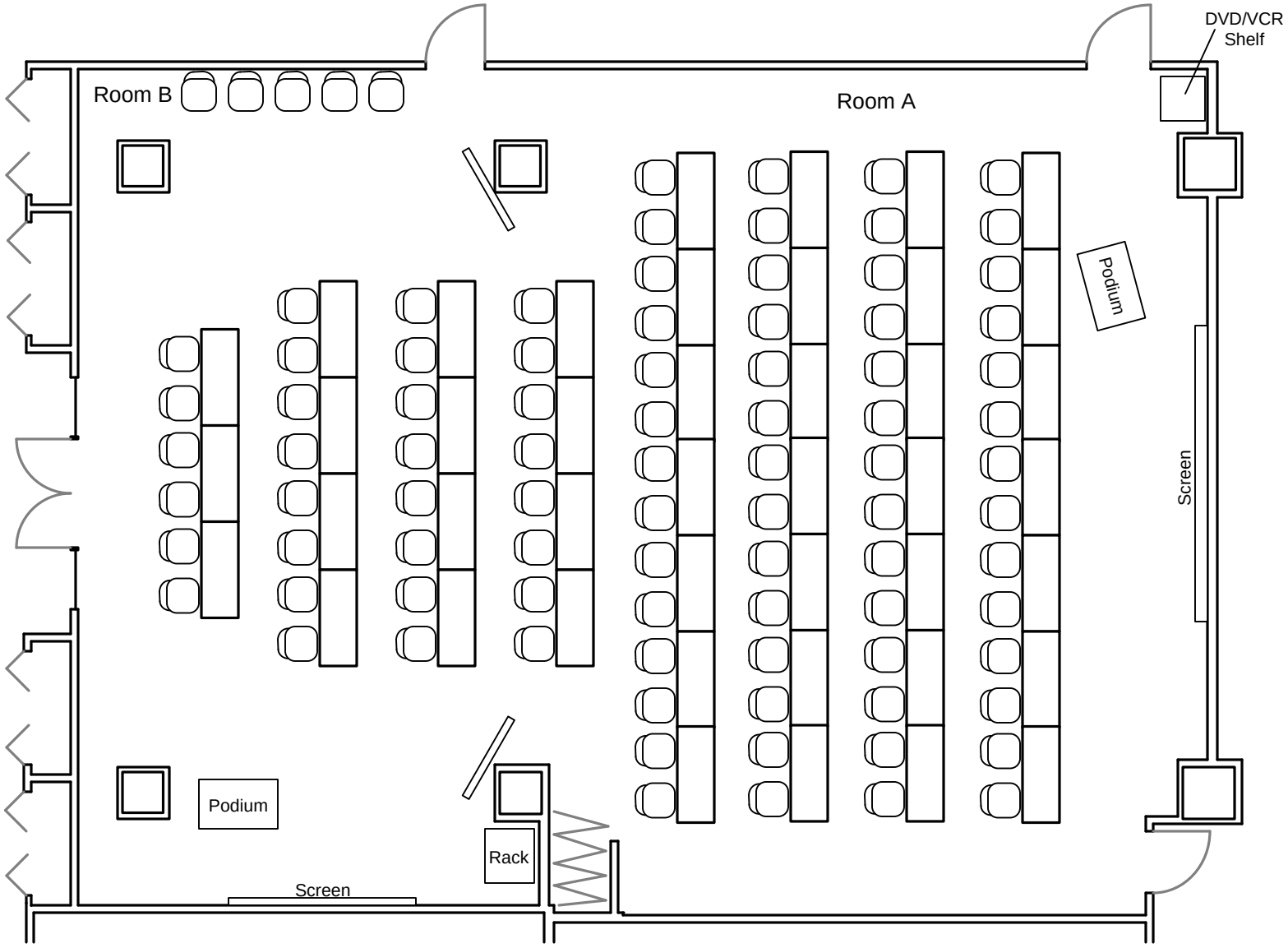
Vendor Name:

Item	Quantity	MFG	MFG Part Number	STS Number	STS Published Price	STS Page Number	Vendor Part Number	RLB Quoted Unit Price	Extended RLB Price
Uni-directional tabletop microphones									
Automatic audio mixer with digital signal processing (DSP) capabilities									
Audio amplifiers									
Wireless receiver(s)									
Crestron Programming									
Connectors									
Cabling									
Wall Plates									
Parts Subtotal									
Installation/Configuration Labor									
Training									
Total (parts+install+training)									
Maintenance (optional submission for informational purposes only)									

AttachmenAttachment E - C621 Room Layouts
Proposed setupsetup



Attachment E - C621 Room Layouts
Current setup



ATTACHMENT F:
COST PROPOSAL FORM

Instructions:
Vendors are to complete the Cost Proposal Form, provided as **Attachment F,** to the RLB according to instructions, sign it, and submit it fully completed as the cost proposal.
Vendors are to propose their firm, fixed, all-inclusive rates per A, B and C below.
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 rates accordingly, even if ODJFS does not explicitly identify those intervening costs in this RLB. No separate expenses will be paid under the contract to result from this RLB.

(A) Total Material Price	$_____
(B) Installation/Configuration/Testing	$_____
(C) Training	$_____
Total Proposed Cost	$_____

This is a low cost bid in which the vendor's grand total cost proposal is the sum of the Materials and Labor to complete the job listed under the Scope of Work in the RLB. This total along with attachment "D" "Pricing spreadsheet" is used for purposes of vendor selection.

_____ _____
Name (Signature) and Title Date of Signature

Ohio | Department of Job and Family Services

Office of Information Services **Core Infrastructure Services**
RLB-OIS-12-032
Mandatory Bidder Conference **5/25/12 9:00 AM Laz C-621**

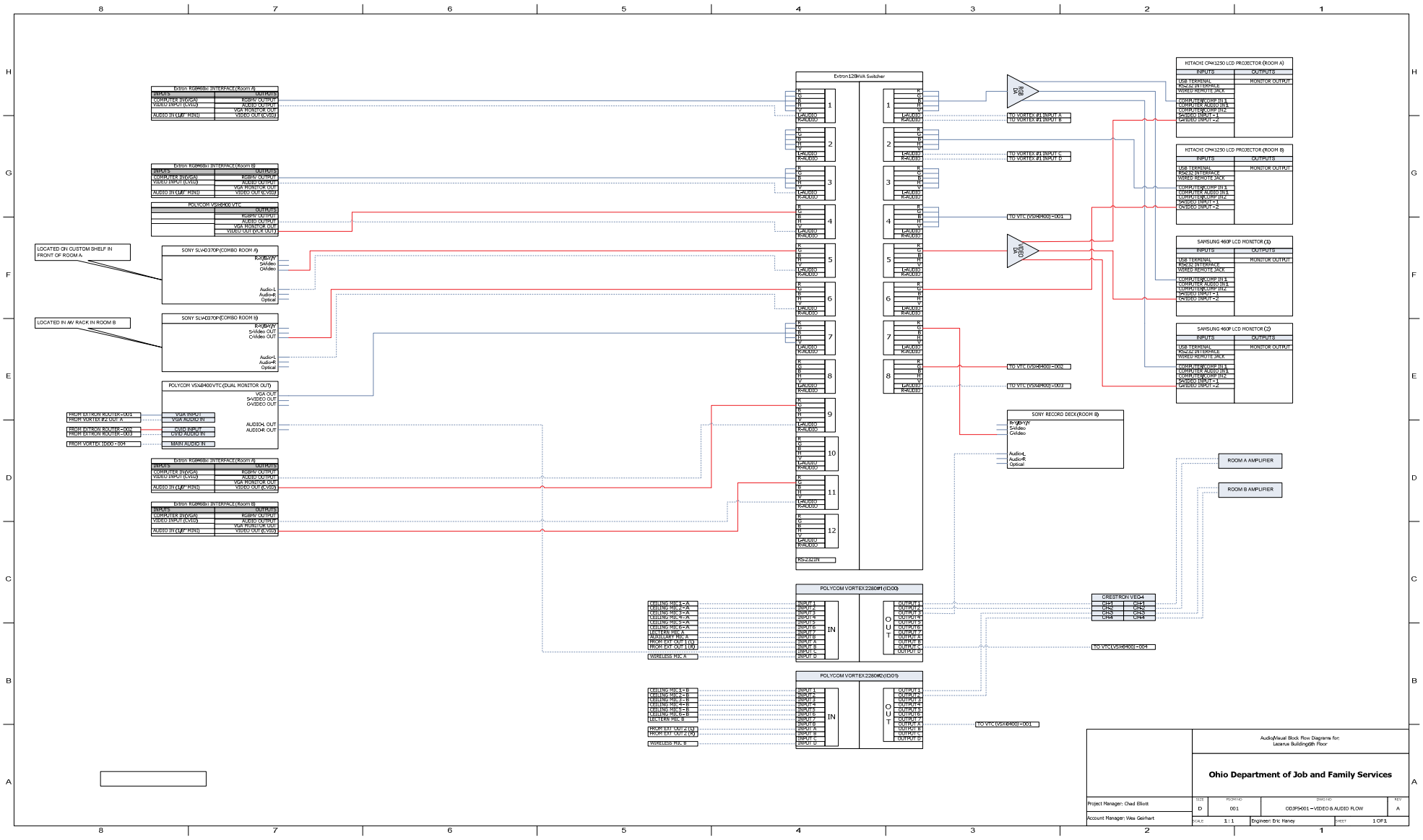
a. Sign-In Sheet – Please sign in!

b. Introduction- JFS/OIS

c. OIS Responsibilities
   1. Contact information
   2. Room diagram

d. Vendor Expectations

e. Q &A


Extron RGBHDSI INTERFACE (Room A)
Extron RGBHDSI INTERFACE (Room B)
POLYCOM VSX8400 VTC
LOCATED ON CUSTOM SHELF IN FRONT OF ROOM A
SONY SLV-D370P (COMBO ROOM A)
LOCATED IN AV RACK IN ROOM B
SONY SLV-D370P (COMBO ROOM B)
POLYCOM VSX8400 VTC (DUAL MONITOR OUT)
FROM EXTRON ROUTER-001
FROM VORTEX #2 OUT A
FROM EXTRON ROUTER-002
FROM EXTRON ROUTER-003
FROM VORTEX 1600-004
Extron 12BHVA Switcher
RS-232 IN
POLYCOM VORTEX 2280#1 (ID00)
POLYCOM VORTEX 2280#2 (ID01)
CEILING MIC 1-A
CEILING MIC 2-A
CEILING MIC 3-A
CEILING MIC 4-A
CEILING MIC 5-A
CEILING MIC 6-A
LECTERN MIC A
AUXILIARY MIC A
FROM EXT OUT 1 (L)
FROM EXT OUT 1 (R)
WIRELESS MIC A
CEILING MIC 1-B
CEILING MIC 2-B
CEILING MIC 3-B
CEILING MIC 4-B
CEILING MIC 5-B
CEILING MIC 6-B
LECTERN MIC B
FROM EXT OUT 2 (L)
FROM EXT OUT 2 (R)
WIRELESS MIC B
TO VORTEX #1 INPUT A
TO VORTEX #1 INPUT B
TO VORTEX #1 INPUT C
TO VORTEX #1 INPUT D
TO VTC (VSX8400)-001
TO VTC (VSX8400)-002
TO VTC (VSX8400)-003
TO VTC (VSX8400)-004
HITACHI CPK1250 LCD PROJECTOR (ROOM A)
HITACHI CPK1250 LCD PROJECTOR (ROOM B)
SAMSUNG 460P LCD MONITOR (1)
SAMSUNG 460P LCD MONITOR (2)
SONY RECORD DECK (ROOM B)
CRESTRON VEC4
ROOM A AMPLIFIER
ROOM B AMPLIFIER
Audio/Visual Block Flow Diagrams for:
Lazarus Building(8th Floor
Ohio Department of Job and Family Services
Project Manager: Chad Elliott
Account Manager: Wes Gerhart
D
001
ODJFS001 – VIDEO & AUDIO FLOW
A
1 : 1
Engineer: Eric Haney
1 OF 1

Attachment I- Current Equipment List

1	1	Ashley	PEseries1800	900W RMS/Channel 4 ohm Powered Amplifer
2	12	Atlas	FAP62T	Ceiling recessed speakers; 12 total- Voice Re-inforcement & Program
3	2	Chief	CMS-440	Ceiling Mount
4	2	Chief	RPM-042	Projector Mount
5	2	Chief	CMS-006009	6" Threaded Pipe
6	2	Chief	MCSV	Vesa LCD Mount (Ceiling)
7	2	Chief	CMS-100	Ceiling Plate for LCD Mount w/ colume
8	12	Clearone	910-103-162W	Omnidirectional Mics (Ceiling)
9	1	Crestron	Pro2	System Controller
10	1	Crestron	C2VEQ4	Volume Control Card
11	1	Crestron	C2N-HBLOCK	Cresnet Distribution Block
12	2	Crestron	TPS-4000LB	10.4 Isys Touch Panel with Black Faceplate
13	1	Crestron	CREST-LT	CresNet Lutron Grafik Eye
14	2	Crestron	ST-COM	RS 232 module
15	2	Crestron	ST-CNB	Cresnet to RJ11 adapter
16	1	Crestron	ST-RMK	Rack mount for Crestron modules
17	2	Draper	104016	10' Diagonal Ceiling Recessed Screeen
18	2	Draper	121007	Single- Low Voltage Controller
19	1	Extron	60-220-16	Crosspoint 300 128HVA
20	2	Extron	60-375-02	Extron 468xi Interface
21	2	Extron	26-490-02	6' VGA patch cable HD 15 male to male with audio
22	2	Extron	26-490-03	12' VGA patch cable HD 15 male to male with audio
23	1	Extron	22-103-03	MHR-5 plenum cable (1000' spools)
24	2	Hitachi	HITCP-X1250	4500 Lumen, XGA, LCD Projector
25	1	Middle Atlantic	PD2415SC	Power Strip
26	1	Middle Atlantic	WRK-44SA-27	Equipment rack; 44 space; 76 1/2" x 32 7/8"
27	1	Middle Atlantic	PTRK-RR21	Rear Rack Rails

Attachment I- Current Equipment List

28	1	Middle Atlantic	PD915R	Rack mount power strip
29	1	Middle Atlantic	LACE-37LP	Vertical Lacing bars
30	1	Middle Atlantic	LBP-1.5	Horizontal Lacing bars
31	1	Middle Atlantic	PFD-44	Plexiglass Lockable Door
32	2	Samsung	460P	46" LCD monitor
33	3	Shure	ULX-S	Lavalier Condenser Microphone System Plus SM 58 wireless handheld on each
34	1	AVI	Custom	DVD/VCR Combo Shelf
35	2	Cabinetworks	AUD-306-59A	Podiums

36	2	Crestron	1000/2000--	Custom Engraved Buttons
37	2	Crown	LM-201P	Podium Microphones
38	2	Extron	70-092-72	Three RCA Solder Cup-AAP
39	2	Extron	70-103-11	XLR solder cup AAP
40	2	Extron	70-090-11	Single Blank
41	2	Innovative Com	WM-100B	Wall Mounts for P/T/Z Camera
42	1	Middle Atlantic	RSH4A3S-SLV-370P	Rack mount for DVD/VCR
43	1	Polycom		HDX8000
44	1	Behringer		EP4000 Stereo Power Amplifier
45	1	Polycom		P/T/Z Camera Eagle Eye HD Camera
46				
47	2	Polycom	2200-12280-001	Vortex EF2280 - Multi-channel AEC / Noise canceller w/Auto Mic Mixing and Matrix Mixer.- Includes power supply, user manual, software, Cat 5 cable.
48	2	Polycom		100ft cable for Eagle Eye HD Camera
49	2	0	SLV-370P	DVD/VCR Combo