This Request for Quote (RFQ) is posted to seek vendors, preferably Ohio companies, for Portfolio Management and Governance services. The selected vendor must provide a team to augment the existing Ohio Department of Job and Family Services (ODJFS) project management office (PMO) and manage multiple COVID-19 emergency response initiatives for the Ohio Department of Job and Family Services (ODJFS) Office of Unemployment Insurance Operations (OUIO).

Request for Quote JFS-RFQ-2021148183 is issued by the ODJFS, Office of Contracts and Acquisitions (OCA). This is an open market opportunity with a preference for Ohio companies. For this solicitation only, interested vendors are encouraged to propose the use of current agreements with the State of Ohio to govern the quote being provided. In addition, vendors are invited to respond with a company letterhead quote for “OUIO Portfolio Management and Governance Services”.

Please carefully review details within this document prior to submitting your company quote. The vendor quote must include the following for evaluation and award considerations:

1. Quote must be valid for 90 days and provided on Company Letterhead and must contain contact name, business phone number(s) and e-mail address.
2. Vendor must not submit a proprietary or confidential quote.
3. Vendors must agree to leverage the attached ODJFS contract template with no exceptions unless leveraging a current agreement with the State of Ohio or public sector. Vendors may sign and date the attached ODJFS contract to expedite the signature process, if selected.
4. Vendors who propose to use a current agreement with the State of Ohio or public sector must include the fully executed agreement with the quote.
5. Vendors must complete and sign the Offshore waiver attached to the RFQ.
6. Vendor must demonstrate meeting the following mandatory requirement: Vendor must propose a project manager candidate with a minimum of 10 years of experience managing a portfolio of projects.
7. Vendor must provide a resume for the proposed candidates. NOTE: It is the affirmative responsibility of the vendor to remove all personal confidential information (such as home addresses and social security numbers) from proposed resumes.
8. Vendor must provide at a minimum a statement affirming and agreeing to the required scope of services and provide no more than 2 pages in the quote addressing the scope of services and prior experience at this level and complexity.
9. Vendor must include a concise description of the company’s capacity to provide additional qualified resources as needed. ODJFS may need additional contract resources to manage the portfolio.
10. Vendors must provide 3 current customer references including a phone number and email address to validate the proposed experience for the project manager candidate proposed to demonstrate handling portfolio management at this level and capacity.
11. ODJFS may request interviews or presentations to validate at a minimum the quote, candidate experience and qualifications; ODJFS may request interviews/presentations from the highest-ranked vendors and reserves the right to bypass interviews and presentations altogether.
12. ODJFS will rank the vendors based on the best value comprised of the proposed candidates experience and expertise; company’s experience and capacity; and proposed fees.
13. Quote must be in the defined format, complete and the proposed total in the Quote will be considered as a factor in ranking the vendors. The proposed total fees are for evaluation purposes only.

14. ODJFS will only compensate the vendor on a time and materials (T&M) basis for actual hours consumed based on pricing in the agreement.

15. The hourly rates proposed must be firm for each required labor category. Proposed rates will be evaluated for excessiveness.

16. ODJFS will apply an Ohio Presence Preference to qualifying Quotes that include sufficient evidence of satisfying the Ohio Presence criteria. This preference may be used to select the winning vendor in the event that best value among multiple vendors are determined to be comparably equivalent best value by ODJFS.

17. ODJFS may not award to a vendor deemed not responsive or responsible, including not in good standing with previous clients or the public sector, has unsatisfactory references, etc.

18. RFQ Award will be based on best value and formalized via a contract between the selected vendor and ODJFS.

19. ODJFS may, at its sole discretion, waive minor errors or omissions in the quotes.

20. ODJFS reserves the right to request clarifications from vendors.

21. ODJFS may select a single vendor for contract award as a result of this RFQ or cancel the RFQ.

To respond to this request for quote, attach your company letterhead quote in an e-mail to JFS-IT-BID-REQUEST@jfs.ohio.gov with e-mail subject JFS-RFQ-2021148183 on or before 12:00 Noon, Monday, May 11, 2020. All quotes must be good for 90 days and late e-mail responses will not be evaluated for the RFQ award. Due to the shortened schedule for offering a quote there will not be an inquiry process for this solicitation.
Scope of Work/Services

As a result of the COVID-19 pandemic and the unprecedented numbers of unemployed Ohioans seeking services, benefits and guidance from the Ohio Department of Job and Family Services (ODJFS) Office of Unemployment Insurance Operations (OUIO), ODJFS has entered into multiple contracts for products and services. These contracts include at a minimum:

- Services to assess, enhance and optimize the Ohio Job Insurance application to meet the surge in demand
- Implementing a solution for pandemic unemployment assistance
- Call center services to support OUIO and all impacted populations

The portfolio management and governance team selected from this solicitation must not disrupt ongoing progress of inflight initiatives and must be capable of hitting the ground quickly to assume lead roles and management of these efforts. The required services may be needed from the work start date up to the end of the calendar year, December 31, 2020 and the size of the team may be expanded or compressed based on the ODJFS needs.

The required services are identified below.

- Establish the current state of the portfolio
  - Capture all work efforts in a concise and measurable method
  - Develop portfolio book of record
  - Develop and track the overall health of the portfolio
  - Ensure each project has a clear objective and expected result
- Organize portfolio requirements
  - Resources
  - Constraints
  - Capacity
  - Dependencies
- Demand management
  - Determine how work is prioritized
- Risk and issue management
  - Impact analysis
  - Identification and monitoring
  - Reporting
- Portfolio governance
  - Establish structure
  - Identify communication strategy
  - Monitor and identify points of escalation
  - Identify and drive decisions/decision makers
- Reporting, monitoring, and data governance
  - Establish and maintain critical data points
  - Executive dashboard - capturing key points of interest
  - Provide metrics to capture roadmap and identify measurable trajectory of progression
- Portfolio budget management and oversight
Ensure successful project close-out, which may entail the transfer of ODJFS-owned data, information, deliverables, work products, documentation, etc.

The Project Manager responsibilities are as follows:

<table>
<thead>
<tr>
<th>Contractor Role</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Manager</strong></td>
<td></td>
</tr>
<tr>
<td>▪ The Contractor Project Manager (PM) must work directly with the assigned ODJFS Steering Committee through the duration of the engagement.</td>
<td></td>
</tr>
<tr>
<td>▪ The Contractor Project Manager (PM) provides Portfolio oversight and administrative support for the Contractor team members through completion of the Project.</td>
<td></td>
</tr>
<tr>
<td>▪ Provides overall work management for tasks under this Contract.</td>
<td></td>
</tr>
<tr>
<td>▪ Manages overall quality of the Portfolio deliverables and services</td>
<td></td>
</tr>
<tr>
<td>▪ Assures the quality of the processes used to manage the Portfolio</td>
<td></td>
</tr>
<tr>
<td>▪ Acts as the Point of escalation for issues</td>
<td></td>
</tr>
</tbody>
</table>

**Ohio Presence**

For purposes of this RFQ, ODJFS is applying an Ohio preference to Quotes that satisfy one of the two criteria below.

1. A vendor is an Ohio company if the company is headquartered in Ohio where services are produced/performed. Vendors are to indicate the physical address of its Ohio headquarters and the total number of Ohio and Nationwide employees, respectively.

2. A vendor has significant economic presence within the state of Ohio when the following criteria are met:
   a) Vendor has paid the required taxes due the state of Ohio.
   b) Vendor is registered with the Ohio Secretary of State. Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: [http://sos.state.oh.us/](http://sos.state.oh.us/)
   c) Sufficient supporting documentation must be provided to demonstrate meeting items a and b above.

The Ohio preference is for the sole purposes of evaluating and selecting vendor(s) for contract award and does not alter the vendors proposed pricing and firm rates. This preference may be used to select the winning vendor in the event that best value among multiple vendors are determined to be comparably equivalent best value by ODJFS.
Fees

Vendors are to provide proposed fees in the format provided and the fee table must be complete. ODJFS will compensate the vendor on a T&M basis as described below.

The proposed total fees represent the total Price for the services for evaluation purposes only. Depending on the issues and direction by the State, the vendor will provide actual hours worked by labor category at the firm rates in the agreement and invoice ODJFS monthly for actual hours by resource category and in accordance with the pricing established in the agreement.

The scope of services described herein will be billed based on the firm rates in the table below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed Pricing</th>
<th>Quantity</th>
<th>Hours</th>
<th>Projected Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$/hour</td>
<td>1</td>
<td>1200</td>
<td>$</td>
</tr>
<tr>
<td>Project Analyst</td>
<td>$/hour</td>
<td>1</td>
<td>1200</td>
<td>$</td>
</tr>
<tr>
<td><strong>Proposed Total Price</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

In addition, the vendor may propose an additional rate card for labor categories aligned with portfolio management and governance services. Vendors may attach the rate card to the proposed fee table.
AFFIRMATION AND DISCLOSURE FORM

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate “Not Applicable” in the appropriate spaces.

1. Principal location of business of Contractor:

__________________________  ____________________________
(Address)  (City, State, Zip)

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

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

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

2. Location where services will be performed by Contractor:

__________________________  ____________________________
(Address)  (City, State, Zip)

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

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

__________________________  ____________________________
(Name)  (Address, City, State, Zip)
3. Location where state data will be located, by Contractor:

(NAME)

(Address)

(City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(NAME)

(Address, City, State, Zip)

(NAME)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: ______________________________

(Contractor)

Print Name: __________________________

Title: ________________________________

Date: ________________________________
ATTACHMENT A

ODJFS Contract
This Contract is entered into between the Ohio Department of Job and Family Services (ODJFS) and Vendor Name (CONTRACTOR).

A. ODJFS issued a Request for Quote (RFQ) titled OUIO Portfolio Management and Governance Services, numbered JFS-RFQ-2021148183, and dated May 8, 2020, which is hereby incorporated by reference.

B. The ODJFS proposal review team recommended for award the Quote of CONTRACTOR, submitted by CONTRACTOR by May 11, 2020 which is hereby incorporated by reference.

C. In the event of any inconsistency or ambiguity between the provisions of the RFQ, the Quote, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFQ and the Quote, the RFQ will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.

D. Key personnel that are identified by the CONTRACTOR as critical to the success of the Contract may not be removed without a reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

ARTICLE I. PURPOSE; DELIVERABLES

A. CONTRACTOR will perform its responsibilities (Deliverables) under this Contract in accordance with the RFQ and the Quote. The Deliverables are summarized as follows:

1. Establish the current state of the portfolio
   • Capture all work efforts in a concise and measurable method
   • Develop portfolio book of record
   • Develop and track the overall health of the portfolio
   • Ensure each project has a clear objective and expected result

2. Organize portfolio requirements
   • Resources
   • Constraints
   • Capacity
   • Dependencies

3. Demand management
   • Determine how work is prioritized

4. Risk and issue management
   • Impact analysis
   • Identification and monitoring
   • Reporting

5. Portfolio governance
   • Establish structure
   • Identify communication strategy
   • Monitor and identify points of escalation
   • Identify and drive decisions/decision makers
6. Reporting, monitoring, and data governance
   • Establish and maintain critical data points
   • Executive dashboard - capturing key points of interest
   • Provide metrics to capture roadmap and identify measurable trajectory of progression

7. Portfolio budget management and oversight

8. Ensure successful project close-out, which may entail the transfer of ODJFS-owned data, information, deliverables, work products, documentation, etc.

B. The ODJFS Contract Manager is Ginny Proctor, or successor.

C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 business days after CONTRACTOR’s receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODJFS pursuant to the notice provisions of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.

D. Ownership of Deliverables.

1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted material in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. All Deliverables provided or produced pursuant to this Contract will be considered “works made for hire” within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a “work made for hire,” or if there are any rights in the Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. ODJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.

3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS’s approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS or an advertisement for CONTRACTOR.
ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

A. This Contract is in effect from ____________ or the date of issuance of an approved State of Ohio purchase order, whichever is later, through ____________, unless this Contract is suspended or terminated prior to the expiration date.

B. It is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

ARTICLE III. COMPENSATION

A. The total amount payable under this Contract is TOTAL AMT and 00/100 Dollars ($TOTAL). ODJFS will pay an amount up to SFY1 AMT and 00/100 Dollars ($SFY 1) for State Fiscal Year (SFY) 2020, and up to SFY2 AMT and 00/100 Dollars ($SFY2) for SFY 2021, expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

B. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Contract Manager as long as the total amounts per SFY and the total overall Contract amount remains unchanged.

C. Compensation will be paid on a time and materials basis pursuant to CONTRACTOR's accepted Quote.

D. CONTRACTOR will submit a detailed invoice(s) on a monthly basis to the ODJFS Contract Manager at 4200 E Fifth Avenue, Columbus, Ohio 43219. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:

1. CONTRACTOR's name, complete address, and federal tax identification number;
2. Contract number and dates;
3. Purchase order number;
4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract; Deliverables completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
5. Description of Deliverables performed during the billing period; and
6. Other documentation requested by the ODJFS Contract Manager.

E. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Contract.

F. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per SFY. CONTRACTOR must submit final invoices for payment for each SFY no later than 90 calendar days after the end date of each SFY, or if earlier, the end date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

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

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

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of all Deliverables, or once all compensation has been paid.

B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving 30 calendar days written notice to the other party. Upon written notice to CONTRACTOR, ODJFS may immediately suspend this Contract at ODJFS’s sole discretion.

C. Notwithstanding the provisions of Sections A or B, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
   1. ODJFS loses funding as described in ARTICLE III;
   2. ODJFS discovers any illegal conduct by CONTRACTOR; or
   3. CONTRACTOR has violated any provision of ARTICLE VIII.

Suspension or termination under this provision shall not entitle CONTRACTOR to any rights or remedies described in Section F of this ARTICLE.

D. Unless otherwise provided for in this ARTICLE, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, “persistent” means that ODJFS has notified CONTRACTOR two times in writing of CONTRACTOR’s failure to meet any of its contractual obligations. The two notices do not have to relate to the same obligation or type of failure. After the second notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate. If ODJFS does not give timely notice of a breach to CONTRACTOR, ODJFS has not waived any of its rights or remedies concerning the breach.

E. CONTRACTOR, upon receiving notice of suspension or termination, will:
   1. Cease performance of the suspended or terminated Deliverables;
   2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables and refusing any additional orders;
   3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status and percentage of completion of all Deliverables, including the results accomplished and the conclusions reached through Deliverables;
   4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Contract whether completed or not; and
5. Perform any other tasks ODJFS requires.

F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.

G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODJFS will be entitled to utilize another contractor to complete the Deliverables of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR’s liability under this Section is in addition to any other remedies available to ODJFS pursuant to this Contract.

H. Upon CONTRACTOR’s breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager.

B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR’s principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Duty Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.

C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR’s representative at the address appearing on the signature page of this Contract.

D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., registered or certified mail, postage prepaid).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this
Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.

B. All ODJFS information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.

C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR’s market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR’s assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of “trade secret” found at ORC 1333.61. CONTRACTOR will defend such a claim.

D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, Title 2 of the Code of Federal Regulations (CFR) Part 200. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.

E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is three years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

F. CONTRACTOR agrees to retain all records in accordance with any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODJFS, CONTRACTOR agrees to pay all costs, damages and expenses associated with any cause, action or litigation arising from such destruction.

G. If applicable, CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (42 USC 1320d-1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. It is agreed that line item budget
modifications may be made, in writing, upon approval by the ODJFS Contract Manager without a written amendment pursuant to ARTICLE III. Any written amendment to this Contract will be prospective in nature.

B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 business days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Contract void ab initio and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is void ab initio will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. Federal Debarment Requirements. CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three years preceding this Contract neither CONTRACTOR nor any of its principals:
   a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
   b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

2. Qualifications to Conduct Business. CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.

3. Unfair Labor Practices. CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one unfair labor practice contempt of court finding.

4. Finding for Recovery. CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section.
Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

2. **Fair Labor Standards and Employment Practices.**
   a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices, including ORC 125.111 and all related Executive Orders.
   b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, ancestry, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
   c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
   d. If applicable, CONTRACTOR agrees to comply with the provisions of Equal Employment Opportunity Clause (41 CFR Part 60), the Davis-Bacon Act (40 USC 3141-3148), the Copeland Act (40 USC 3145), and the Contract Work Hours and Safety Standards Act (40 USC Chapter 37), regarding labor standards for federally assisted construction contracts. If applicable, CONTRACTOR agrees to comply with ORC Chapter 4115 and corresponding Ohio Administrative Code rules.
   e. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.

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

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

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

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

7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10 and 2 CFR 182, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

8. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

9. **MBE/EDGE.** Pursuant to the Governor’s Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, CONTRACTOR agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
    a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor’s Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
    
    b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
(1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;

(2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and

(3) The principal location of business for the contractor and all subcontractors.

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

d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **Combating Trafficking in Persons.**

   a. CONTRACTOR agrees that it is in compliance with the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), see 2 CFR Part 175 and the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17. The provisions found in 48 CFR Subpart 52.222-50 are hereby incorporated into this Contract by reference.

   b. CONTRACTOR, its employees, its subcontractors, or subcontractor’s employees are prohibited from: engaging in severe forms of trafficking in persons during the period of performance of the Contract; procuring commercial sex acts during the period of performance of the Contract; or using forced labor in the performance of the Contract.

   c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.

   d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106(g) of the TVPA, see 2 CFR 175.10.

12. **Civil Rights Assurance.** The CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

13. **Clean Air Act and Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.

14. **Procuring Recovered Materials.** CONTRACTOR agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired during the preceding federal fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.

15. **Rights to Inventions.** If applicable, if any products or services under this Contract meet the definition of “funding agreement” under 37 CFR 401.2(a), and CONTRACTOR enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable federal and state regulations.

16. **Boycotting.** Pursuant to Division B of ORC 9.76, the CONTRACTOR warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

17. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state, local laws, regulations, rules, and Executive Orders and will require the same certification from its subgrantees or subcontractors.

**ARTICLE IX. MISCELLANEOUS PROVISIONS**

A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODJFS is required to provide individuals and business entities with fewer than five employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODJFS has notified CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than five employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than five employees, please complete page three of Attachment A.

B. **Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, infringement resulting, and/or any other claims arising from the performance of the Deliverables. CONTRACTOR’s sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of
Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR’s written request, it is at CONTRACTOR’s expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.

D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.

E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR’s subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

F. **Insurance.** CONTRACTOR agrees to maintain, at its own cost, automobile, fleet, and commercial general liability insurance.

G. **Attachments.** Attachments and documents referenced in this Contract are made a part hereof, and are incorporated as terms and conditions of this Contract. In the event a conflict of terms, the terms and conditions of this Contract shall take precedence over any conflicting terms.

H. **Counterpart.** This Contract may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

**ARTICLE X. CONSTRUCTION**

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

Vendor Name: Ohio Department of Job and Family Services

Authorized Signature: Kimberly L. Hall, Director

Printed Name

Date

Address: 30 East Broad Street, 32nd Floor
City, State, Zip: Columbus, Ohio 43215