



Department of
Job and Family Services

John R. Kasich, Governor
Cynthia C. Dungey, Director

June 11, 2015

Dear Applicant:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) Number JFSR-1617-06-8089, for the purpose of soliciting competitive proposals from vendors that are State-assisted institutions of higher education that are experienced in child welfare research, theory, practice; and in the uses of technology and data in the field of child welfare. The vendors should be able to develop a comprehensive, culturally diverse recruitment pool that meets the needs of populations served by Ohio's child protective services system and to use today's technology to assist in the development and coordination of Ohio's Citizen Review Panels (CRP). The vendor must have experience in and knowledge of the policies and procedures of child welfare; public, private or non-profit child welfare agencies; and should be able to evaluate the extent to which the agencies are effectively discharging their child protection responsibilities. Through this RFP, ODJFS intends to select one vendor to serve as the Ohio's Citizen Review Panel Program Coordinator as specified by the ODJFS Office of Families and Children (OFC).

If you are interested in submitting a proposal for this important project, please visit the ODJFS web site for procurement opportunities at <http://www.jfs.ohio.gov/rfp/> and follow directions for accessing this RFP. If you experience problems opening this ODJFS URL, please contact the RFP/RLB Unit at (614) 728-5693.

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

Sincerely,



Jay Easterling, A.P.O.
Deputy Director

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Columbus, Ohio 43215
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The Ohio Department of Job and Family Services
REQUEST FOR PROPOSALS

Ohio Child Protective Services
Citizen Review Panel Program Coordinator

RFP Number JFSR-1617-06-8089

The Ohio Department of Job and Family Services

Ohio Child Protective Services Citizen Review Panel Program Coordinator RFP

RFP number JFSR-1617-06-8089

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***Ohio Department of Job and Family Services
REQUEST FOR PROPOSALS (RFP)***

***Ohio Child Protective Services
Citizen Review Panel Program Coordinator***

RFP Number JFSR-1617-06-8089

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) to solicit competitive proposals from Ohio's state-assisted institutions of higher education with experience in child welfare research, theory, and practice, and in the uses of case record data in the field of child welfare. Interested state-assisted institutions of higher education (referred to in this document as 'vendors') must demonstrate their ability to use current technology for on-line meetings, surveys, etc., to assist in the development and coordination of Ohio's Citizen Review Panels (CRP). The vendor selected through this RFP must have knowledge of the policies and procedures of Ohio's child welfare system, and should be able to evaluate the extent to which public children services agencies are effectively discharging their child protection responsibilities. Through this RFP, ODJFS intends to select one vendor to serve as the Ohio's Citizen Review Panel Program Coordinator as specified by the ODJFS Office of Families and Children (OFC).

Ohio is required to establish and operate a minimum of three CRPs to maintain compliance with the federal Child Abuse Prevention and Treatment Act (CAPTA). The selected vendor will be required to manage, coordinate and enhance Ohio's CRP program. The vendor will be responsible for developing three new CRPs to replace the existing CRPs. The CRPs the vendor develops will be charged with examining the policies and procedures of state and local agencies; and where appropriate, evaluating the extent to which the children services agencies are effectively discharging their child protection responsibilities. The evaluation of policies, procedures, and practices at the state and local level may include conducting individual case reviews.

Responsibilities of the selected vendor will include providing staff support for all functions of the CRP program and working in concert with the CRPs, other child welfare stakeholders, and ODJFS to complete the aforementioned evaluation activities. The Coordinator's duties fall into these broad categories: logistical support, assistance with implementation of the CAPTA requirements for CRPs, strategic planning, and public outreach. ODJFS will only consider proposals from vendors who clearly demonstrate their capability of providing services as described in this RFP.

For the purpose of this RFP, the term “vendor” shall be defined as a state-assisted institution of higher education interested in this opportunity. The terms “bid” and “proposal” may be used interchangeably to indicate materials submitted to ODJFS by a vendor in order to be considered for award of a contract for services described in this RFP. The terms “contractor”, “selected vendor”, and “the Coordinator” may be used interchangeably in reference to the institution selected by ODJFS through this RFP for contract award.

1.2 Background

CAPTA compliance is necessary for the State of Ohio to maintain eligibility for federal discretionary grant funds. Ohio receives funds via the Basic State Grant (BSG), Children's Justice Act (CJA) and Community Based Child Abuse Prevention (CBCAP) grants that are utilized across the child welfare continuum to support statewide activities such as differential response, the Ohio Children's Trust fund prevention activities and the pediatric sexual assault nurse examiner program. CRPs are required to examine the policies and procedures of state and local child welfare agencies, and where appropriate, evaluate the extent to which the children services agencies are effectively discharging their child protection responsibilities. The evaluation of policies, procedures, and practices at the state and local level via reviews of a sampling of children services agencies case records to determine if state and local child protection agencies are effectively discharging their child protection responsibilities.

Requirements for CRP operations include, but are not limited to:

1. **Membership:** Volunteers must be broadly representative of the community in which the panel is established, including members who have expertise in the prevention and treatment of child abuse and neglect.
2. **Meetings:** Each panel must meet not less than once every three months.
3. **Public Outreach:** Panels must allow for public outreach and comment to assess the impact of current procedures and practices.
4. **Confidentiality:** CAPTA prohibits the release by the panel of any identifying information about any specific child protection case, and prohibits release of other information unless authorized by state statute.
5. **Program Evaluation:** Panels must examine Ohio's child welfare policies, procedures and practices, including case record reviews where appropriate, to evaluate the extent to which state and local child protection agencies are effectively discharging their child protection responsibilities.

Currently, ODJFS financially supports operations of two existing panels. BSG funds allocated in the Ohio CASA/GAL (Court Appointed Special Advocates, Guardians ad Litem) Association contract support CRP activities (e.g., meetings, outreach, development of program recommendations, etc.) conducted with the Ohio Youth Advisory Board (OYAB). The Stark County Juvenile Court Citizen Review Board (CRB) also receives BSG funds to support the additional activities undertaken by the board to fulfill the requirements of a CRP (e.g., public outreach, submission of reports). The Ohio Statewide Child Fatality Review Advisory Committee (SCFRAC) serves as the third Ohio CRP as allowable under CAPTA.

The OYAB has provided recommendations to ODJFS specific to the needs of youth in substitute care. While the voice of youth who have experienced substitute care is beneficial, the recommendations are based on the individual experiences of a small number of participating youth with minimal review of state laws and policies that impact the case decisions made by agencies.

Recommendations submitted by the Stark County CRB are case-specific and shared directly with Stark County Children Services and the county Juvenile Court. It does not review state laws and policies.

There is a two-year lag on the child fatality reviews conducted by the SCFRAC; results reported in 2012 were from child deaths that occurred in 2010. In addition, the SCFRAC reviews a limited amount of the case record information sent to them from the local child fatality review team. The lens is broader in scope as it examines the community response, not just the effectiveness of the public child welfare agency. The SCFRAC also does not review state laws and policies for child protective services. As a result, the annual SCFRAC reports have contained no recommendations for systemic changes related to child protective services (CPS) policy or law.

The current Ohio CRP program is in compliance with the procedural requirements of the program under CAPTA but ODJFS recognizes the CRP recommendations over the past several years have had no substantive or comprehensive impact on CPS policy and practice in Ohio.

1.3 Overview of the Project

The CPS team within the OFC is reviewing options for new and/or additional strategies for meeting the CAPTA requirement for three CRPs. Continued compliance with CAPTA is necessary to maintain eligibility for receipt of CBCAP, BSG and CJA grant funds.

Ohio is contemplating creating three new CRPs, which may include a regional team to address special issues and concerns (e.g., child fatalities); as well as a statewide team. Funding for contract costs would be allocated from the BSG. In addition, an ODJFS CPS program staff person would continue to have oversight responsibility of the CRP program and provide support to the vendor to ensure ongoing compliance with the CRP operational requirements outlined in Section 1.2 of this RFP.

The selected vendor will be expected to participate in the activities of the existing CRPs until such time as ODJFS determines the new CRPs are fully functional and meeting all CAPTA requirements to maintain Ohio's compliance. In addition to participating in the existing CRPs, the vendor will initiate the development of additional CRPs. The vendor will recommend updates or revisions to CRP activities based on changes in child welfare practice, research, law, and policy.

The scope of the work will be provided in Section IV of this document. This section (1.3), gives only a summary of the work. If there is any inconsistency between this summary and the description of the work in Sections 4.1 thru 4.5, Sections 4.1 thru 4.5 will govern.

Through this competitive RFP process, ODJFS is seeking one vendor to serve as the Ohio Citizen Review Panel Program Coordinator to:

- Manage the coordination, implementation, and development of Ohio's CRPs;
- Facilitate community outreach activities/public forums;
- Recruit and train panel members;

- Directly coordinate CRP team meetings and activities to
 - ◊ Develop team charter, mission and goal statements for each team;
 - ◊ Facilitate strategic planning in collaboration with ODJFS and key stakeholders;
 - ◊ Handle meeting logistics and facilitation, including for example,
 - Quarterly individual team meetings;
 - Regular (annual) combined team meetings; and,
 - ◊ Assist teams in publicizing activities, events and efforts in local communities;
- Maintain data, meeting summaries and other required information to compile annual reports for all teams; and,
- Ensure the review process and resulting recommendations from the CRP are directly linked to improving state and local child protection policies and practice to achieve federal measures to improve the safety, permanency and well-being of children.

1.4 Objectives of the Project

The primary objective for the CRP program is the development of recommendations to improve the CPS system and outcomes for child safety, well-being and permanency. The Coordinator will facilitate the study and evaluation of Ohio Revised Code and Administrative Code rules governing child welfare, review child welfare data, and conduct child welfare case reviews. Recommendations from the CRPs will be submitted to ODJFS for review and a determination as to whether implementing the recommendations will improve state and local child welfare outcomes.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
June 11, 2015	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
July 6, 2015	Vendor Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
July 10, 2015	ODJFS provides final answers to vendor questions (estimated).
July 22, 2015	Deadline for vendors to submit proposals to ODJFS (3 p.m.). - This is the beginning of the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
August 4, 2015	ODJFS issues contract award notification letter (estimated). - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.

August 19, 2015	Contract and Purchase Order approval – work may not begin until a State Purchase Order has been fully approved OBM. (estimated)
August 2015	Implementation* (estimated–following notification of all contractual and funding approvals). - ODJFS contracts are not valid and effective until the state Office of Budget Management issues a valid purchase order.
July 1, 2016	Anticipated contract renewal period begins.**

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

* According to requirements of ORC 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (P.O.). The 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 P.O. approval date. The ODJFS Contract Manager will notify the contractor when the requirements of ORC Section 126.07 have been met.

** Subject to all required approvals, contractor performance, and at the discretion of ODJFS, the contract period is expected to run from approximately August 2015 through June 30, 2017. At ODJFS discretion, the contract may be renewed again from July 1, 2017 through June 30, 2018. Any renewal is contingent upon satisfactory performance, continued availability of funding, all required approvals, and continuing programmatic need.

2.2 Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity

Potential vendors or other interested parties may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- * **Select “Doing Business with ODJFS” from the bottom of the page;**
- * **Select “RFP’s” from the left side column;**
- * **Select RFP Number *JFSR1617068089* from the list of competitive opportunities;**
- * **Follow the link to the dedicated web page;**
- * **Select “Submit Inquiry” near the bottom of the web page;**
- * **Follow instructions there for submitting questions; or, to view posted questions and answers,**
- * **Select “View Q and A” near the bottom of the web page.**

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential vendor (or other interested party), the vendor name, phone number, and e-mail address must be provided to submit an inquiry. The State may, at its option, disregard any questions which do not appropriately reference an RFP provision or location within the RFP, or which do not include

identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

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

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions that may be submitted. The State's answers may be accessed by following the instructions above, but rather than selecting "Submit Inquiry," vendors and others should select "View Q and A." The State strongly encourages vendors to ask questions early in the Q&A period so that answers can be posted with sufficient time for any possible follow-up questions.

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

Requests for copies of any previous RFPs, RLBs (or etc.) or for past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. The State will only answer those questions submitted within the established time period for the Vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable, above), and which pertain to issues of RFP clarity, and which are not requests for public records. The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

2.3 Communication Prohibitions

From the issuance date of this RFP until a contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;

3. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP. ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal and Acquisition Services (OLAS).

*** Important Note:** Amendments to the RFP or to any documents related to it will be accessible to vendors through the original web page established for the RFP. All interested vendors must refer to that web page regularly for amendments or other announcements. ODJFS may not specifically notify vendors of changes or announcements related to this RFP except through the website posting. It is the affirmative responsibility of 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 RFP that is obtained or gathered through a source other than the Q&A process described in this RFP. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

If vendors have a need to communicate regarding this RFP, they must contact ODJFS using one of the mechanisms provided for in Sections 2.2, Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity, or 2.3, Communication Prohibitions, of this RFP. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in Section 5.1, Proposal Submission Information.

2.4 Program Resource Library

The Child Abuse Prevention and Treatment Act as Amended by P.L. 111-320, the CAPTA Reauthorization of 2010 may be reviewed at <http://www.acf.hhs.gov/sites/default/files/cb/capta2010.pdf>. Ohio's most recent citizen review panel annual reports are attached as an appendix to this RFP.

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

Vendor proposals must address all the following minimum qualifications as well as their organizational and staff experience and capabilities.

3.1 Mandatory Vendor Qualifications

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors **MUST** meet, at a minimum, **ALL** the following qualification requirements.

- A. ODJFS will consider proposals from state-assisted institutions of higher education with a minimum of three years of experience in the field of child welfare (e.g., public development;

advisory council; public programming; task force; public, private, or non-profit agencies; volunteer work; and college practicum and internship work) or a related human services field and the coordination of activities within specific teams or committees;

Proposals must include a narrative description of the vendor's background and experience with public, private, or non-profit agencies, including details such as the size and primary location of the agency, length of time in the type of work, level of responsibility, significant accomplishments, and a thorough description of child welfare experience;

- B. Proposals must provide three professional references, including at least one which demonstrates the vendor's knowledge relevant to child protection, adoption, kinship, or foster care services;

Each reference must at a minimum, include:

1. Company or entity name and address;
2. Contact person and phone number; and
3. Project name, dates of employment/engagement.

Letters of reference from past or current projects OR current contact details (or a combination totaling three) must identify individuals who are able to provide or confirm information on vendor responsibility and performance; **AND** for EACH of those references, the vendor must provide a brief narrative outlining work performed and describe how it is similar to the program coordinator work; and

- C. Proposals must identify a project manager who holds at minimum, a Bachelor's degree in Education, Social Services, Human Services, or other related applicable field; a resume substantiating the proposed project manager's qualifications must be included.

Note: qualifications of individual project staff are addressed in Section 3.3 of this RFP.

Vendors that do not meet ALL the above experience and qualifications will be disqualified from further consideration for contract award. Additionally, the Technical Proposal Score Sheet (Attachment C) identifies other mandatory criteria, all of which must be met in Phase I for the proposal to be accepted for full detailed scoring.

3.2 Organizational Experience and Capabilities

As part of the evaluation process, vendors are to provide information regarding the following desirable criteria to be scored by ODJFS:

- A. Samples of at least one, but no more than three, similar sized projects completed in the past five years that demonstrate: the vendor's ability to manage several tasks concurrently; their expertise in child welfare or a related human services field; research, theory, practice, and the uses of technology and data (experience with data or case record information contained in the statewide automated child welfare information system) in the field of child welfare (e.g., public development, advisory council, public programming, task force); and the coordination of activities within specific teams or committees;

(Samples should provide sufficient details to establish that the size and scope of the projects are sufficiently comparable to the child welfare coordinator's work. Proposals should also include a narrative summary of the projects, expressly identifying how they are similar to the child welfare coordinator's work and how they indicate the vendor's ability to be successful as the Ohio CPS Citizen Review Panels Coordinator)

- B. Demonstrated prior experience in developing and implementing strategies to recruit a diverse membership for a group, team, or committee;
- C. Demonstrated experience in providing initial and ongoing training for members of a group, team, or committee;
- D. Demonstrated experience providing public outreach to the community and working collaboratively with other groups, teams or committees;
- E. A minimum of three years of experience facilitating strategic planning, and developing charters, mission and goal statements for teams, groups or committees;
- F. The selected vendor should have knowledge of state policies governing child welfare in order to determine the extent to which the county agencies are effectively discharging their child protection responsibilities. The vendor will update or revise CRP activities based on changes in child welfare practice, research, law, and policy; and
- G. The selected vendor's responsibilities will include working in concert with the State CRPs, other child welfare/advocacy entities, and ODJFS to provide staff support for all functions of the CRPs. The coordinator's duties include but are not limited to: logistical support, assistance with implementation of CAPTA requirements, strategic planning, and public awareness.

3.3 Staff Experience and Capabilities

Vendor proposals are to demonstrate the degree to which one or more proposed project staff members meet the following criteria, at minimum:

- A. At least two years of experience as the project manager for a similarly sized project in child welfare or a human services field that involved the coordination of multiple people, activities, and stakeholders;
- B. Demonstrated experience evaluating the rules, laws, procedures or practice of a social services system (e.g., child welfare, mental health, juvenile justice) to identify the extent to which the system effectively discharges its responsibilities to provide services that are responsive to the needs of children and families involved in the system;
- C. A minimum of three years (cumulative) experience (e.g., work for wages, contract, volunteer, or college practicum/intern) in any of the following: research, theory, and practice for child welfare, adoption, kinship, or foster care, covering a variety of topic areas (e.g., sexual and physical abuse, placement, kinship, and foster care);

- D. Demonstrated experience using technology such as Microsoft office, webinars and teleconferencing to coordinate activities and collect information, and experience with social service system data analysis;
- E. Demonstrated experience in meeting deadlines; writing reports; documenting findings, recommendations and outcomes of a group, team or committee; and providing summary details of work and activities;
- F. Demonstrated experience with mediation and negotiation skills, arranging and facilitating group meetings and training;
- G. Professional experience working with, or knowledge of social services systems that team with public children services agencies to serve abandoned, abused, neglected or dependent children, and their families (biological, adoptive, kin or foster);
- H. Professional experience working with resources related to child welfare, adoption, kinship, and foster care services; and
- I. If the vendor is utilizing a graduate student to provide support for the CRP project or to meet any deliverable of the contract, the proposal must include a detailed narrative describing the graduate student's qualifications and interest in participating in the project.

Proposals must include a detailed narrative description or resumes showing how the proposed staff meets the above criteria.

Important: 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 may become part of the public record. **ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

The selected vendor for this project will be required to coordinate and oversee the activities of Ohio's Citizen Review Panels to maintain compliance with the federal CAPTA. Specifically, the vendor will be required to manage, coordinate, build upon, and enhance Ohio's CRPs; further details are provided in Section 4.4, Specifications of Deliverables. In order to receive consideration for contract award, all aspects of the requirements described in this section must be addressed in the vendor's technical proposal.

4.1 Scope of Work

Vendor proposals submitted in response to this RFP must reflect the vendor's understanding of, and commitment to, perform this Scope of Work fully. The selected vendor will be responsible for the deliverables as described in Section 4.4, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing their proposals, all vendors must fully and appropriately plan and price their proposed projects, including all necessary preparatory and intervening steps.

4.2 Number of Participants

The selected vendor will be expected to participate in the activities of the three existing CRPs along with initiating additional CRPs which may be statewide or regional based on the community's current issues.

4.3 Administrative Structures—Proposed Work Plan

Vendor proposals are to include a proposed work plan outlining the tasks and timeframes needed for the successful completion of the Scope of Work (Section 4.1) and the Specifications of Deliverables (Section 4.4). The vendor's work plan must include a narrative description and a timeline of how the vendor will accomplish the following:

- A. Provide a proposed work plan that describes the vendor's approach to performing the work described in this RFP. This proposed work plan must reflect the vendors understanding of the work to be performed and the goals to be achieved. The plan must include an outline of steps that would be taken by the vendor to complete each element of the deliverables that will be required, including any dependencies, prerequisites or contingencies. Include quality measures to determine successful completion of the deliverables and of the project overall. The work plan must also include:
 1. Facilitate the study and evaluation of Ohio Revised Code and the Administrative Code rules governing child welfare, review child welfare data, and conduct child welfare case reviews to develop CRP recommendations that will assist Ohio in improving the child protective services outcomes for safety, child well-being and permanency;
 2. Develop a CRP review process and provide recommendations that are directly linked to improving state and local child protection policies and practice to achieve federal measures to improve the safety, permanency and well-being of children;
 3. Coordinate operations of all CRPs by completing, at a minimum, the following activities:
 - a. Develop team a charter and mission and goal statements for each panel;
 - b. Assist panels in publicizing activities, events and efforts in local communities;
 - c. Manage the ongoing coordination, implementation, and continued development of Ohio's CRPs;
 - d. Facilitate community outreach activities/public forums;
 - e. Recruit and train panel members;
 - f. Develop and process membership applications;

- g. Directly coordinate CRP team meetings and activities;
 - h. Facilitate an annual meeting of all CRPs combined; and
 - i. Disseminate information regarding meetings, team activities, responses to recommendations, etc. to all panels.
 4. Maintain meeting summaries and other information necessary to compile annual reports:
 5. Ensure each CRP operates in compliance with CAPTA;
 6. Disseminate information to all panels;
 7. Assist all panels with strategic planning regarding federally-mandated activities;
 8. Create public awareness and recruitment materials;
 9. Ensure that all Citizens Review Panels meet at least once each quarter;
 10. Ensure that the Program Coordinator attends all meetings of the Citizens Review Panels established by ODJFS; and
 11. Collaborate with coordinators or teams from other states via web-based list serves or other means to determine best practices for the Citizen Review Panels and to obtain an understanding of other models of citizen review activities.
- B. Provide a table of organization identifying any/all functional units within the institution that will have direct participation in the proposed project, and present Table of Organization for those units. Specify those staff (including sub-contractors and students) within those units who will perform key duties on this project. Describe their roles or duties in the project and estimate the percent of time each will spend on it.
- C. Provide an estimated project timeline to define key start and end points (as well as appropriate phases or preparatory tasks) of all work in the project, including individual project deliverables. The timeline must also indicate work to be done in each state fiscal year of the project.

4.4 Specifications of Deliverables

The deliverables listed below reflect, as completely as possible at the time of this writing, the activities that must be performed to manage Ohio's CRPs. The list also includes deliverables that have been identified as priorities for the program. The contractor will be expected to complete all activities.

The deliverables shall include, but may not be limited to, the following areas:

- A. Develop a work plan to begin with each year of the contract period to include:
 - a. A process for the vendor to stay apprised of any changes in state and federal laws governing child welfare, such as subscribing to the ODJFS e-Manual.
 - b. A process to train and update CRP members of any changes in state and federal laws governing child welfare.

- c. A detailed outline of CRP team activities planned for the year to be approved by ODJFS.
- B. Develop three new CRPs which may include a regional team to address special issues and concerns (e.g., Appalachia) as well as a statewide team. The three new CRPs must be agreed upon and approved by ODJFS and active by 12/31/2016;
 - C. Coordinate and oversee the activities of at least three (3) Citizens Review Panels to review and evaluate the effectiveness of the public children service agency in discharging their child protection responsibilities to children and. These panels shall assess the county agencies' effectiveness in discharging their child protection responsibilities by examining the policies, procedures, and practices at the state and local level; conduct case reviews and maintain a summary of findings; provide recommendations that promote evidence-based practices that meet state and local legal requirements; support family-centered practice; and collaborate with community partners to serve children and families;
 - D. Develop and implement new member orientation;
 - E. Develop and implement a recruitment strategy to include a more diverse membership;
 - F. Facilitate meetings, arrange meeting locations, send meeting notices, prepare agendas, arrange training and guest speakers, and recruit members for all panels;
 - G. Provide ongoing training for members of the panel to ensure all panel members are trained on Ohio's child welfare policies and procedures and any changes to state or federal law, and work collaboratively to ensure review instruments are focusing on issues within the child welfare continuum to improve federal measures of safety, permanency and well-being, and coordinate the sharing of case record information;
 - H. Develop and facilitate an annual meeting of combined CRPs for strategic planning of the CRP program. The strategic plan shall include the development of goals, objectives, and measurable outcomes for their collective work; and
 - I. Provide reports to ODJFS according to the following requirements:
 1. Submit a quarterly report for the CRPs by the fifteenth (15) day of each month following the end of each quarter in which services were performed. The reports must not include any identifying information about any specific child protective services case. The quarterly report for each Panel shall include, but may not be limited to:
 - a) Number and summary of meetings attended;
 - b) Number and summary of activities of the CRP;
 - c) Number and summary of trainings conducted; and
 - d) Copies of all public awareness and training, tools and materials developed by the team.
 2. Submit a strategic planning report for each Panel by October 31 of each contract year. The report shall include but not be limited to:
 - a) Goals;
 - b) Objectives;

- c) Scope of work planned for the upcoming year; and
 - d) Desired outcomes.
3. Submit an annual progress and service report for each Panel by May 31 of each contract year. The report must not include any identifying information about any specific child protective services case. The report shall include, but may not be limited to:
 - a) Summary of activities conducted by each CRP and the Program Coordinator during the contract year;
 - b) Progress of each CRP on the goals and objectives established in the CRPs' strategic plans during the contract year;
 - c) A list of recommendations from each Panel;
 - d) Updates on program areas selected for discussion, review and evaluation for the next fiscal year; and
 - e) Other activities and plans for the next fiscal year.
 4. Submit all reports and information to the ODJFS contract manager.
- J. Provide reporting procedures for unexpected problems and how contingency/remediation plans will be devised.

4.5 Selected Vendor Compensation Structure

On the Cost Proposal Form (provided as Attachment D to this RFP), vendors are to propose their firm, fixed, all-inclusive cost for each deliverable. The proposed price for each deliverable is to represent the entire cost the vendor offers for the full and successful completion of that deliverable. For work on any one deliverable that spans two or more state fiscal years (SFYs), the total cost for that deliverable must be distributed among those SFYs proportionally to the estimated percentages of the deliverable work expected to be completed in each of those years. The per-SFY contract total will be the sum of the proposed costs for all deliverables to be performed in that year; the sum of all year's totals will be the grand total for the successful completion of the work described in this RFP. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RFP. The amount of the contract award will strictly correspond with the approved cost proposal.

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

Invoices may be submitted on a monthly basis for work performed in the previous month. The contractor must submit a valid and detailed invoice to ODJFS within ten business days after the last business date of the previous month.

****NOTE: All travel costs are to be included in the vendor's total proposed costs. There will be no separate travel costs paid under the contract expected to result from this RFP.**

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

ODJFS requires proposal submissions in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this section. The proposal submission must be comprised of:

- **Five (5)** paper copies (one signed original and four (4) copies) and one CD-ROM copy of the technical proposal;

It is the vendor's affirmative responsibility to ensure that all copies and all formats of the proposal are identical. Any pages or documents omitted from any or all copies can negatively affect the vendor's score and possibly result in the vendor's disqualification. In the event of any discrepancies or variations between copies, ODJFS is under no obligation to resolve the inconsistencies and may make its scoring and vendor selection decisions accordingly, including the decision to disqualify the vendor.

AND

- in a sealed, separate envelope, **three (3)** paper copies (one signed original and two (2) copies) and one CD-ROM copy of the cost proposal.

The vendor's original technical and cost proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. The vendor's total proposal submission (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **July 22, 2015**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

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

Along with the technical proposal, the vendor must submit the cost proposal in a separate, sealed envelope/package labeled: **"DO NOT OPEN COST PROPOSAL ENCLOSED"** as well as the **RFP title, the identifying number and the vendor's name.**

The CD-ROM copy of the cost proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the cost proposal must be submitted in the sealed envelope containing the hardcopy cost proposal.**

Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CD-ROMs may be used in the formal ODJFS

proposal review process, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests; failure to include or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a vendor's proposal submission (e.g., letters of recommendation from past customers) will not be added to the proposal nor considered in the review and scoring process. Materials received by the Office of Contracts and Acquisitions (OCA) after the date and time as stated above will not be added to any previously received submissions, nor will they be considered.

OCA will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline (date and time). For hand delivery on the due-date, vendors must allow sufficient time for traffic incidents, downtown parking considerations, and for security procedures in the lobby of the Rhodes State Office Tower (address as stated above) and on the 31st Floor. All proposals must be received **no later than the specified deadline, both date and time, and by OCA**, on the 31st Floor of the Rhodes Tower. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

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

5.2 Format for Organization of the Proposal

In developing their proposals, vendors must fully and appropriately plan and price their proposed projects (cost information must be restricted to the cost proposal only), including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFP. The vendor's technical proposal must contain the following components, at minimum. It is mandatory that vendor proposals be organized in the following order and that wherever appropriate, sections/portions of the vendor proposal make reference by section number/letter to those RFP requirements to which they correspond.

A sample Technical Proposal Score Sheet is provided as Attachment C of this RFP. **Vendors are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

A. Proposal Organization

The vendor's technical proposal must contain the following components, organized in primary tabs and divided into sub-tabs, as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter may be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information or materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their technical proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

Attachment A, Section I --In this section, the vendor is required to provide required information and certifications of eligibility for State contract awards, as described in Attachment A, Section I to this RFP, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print Attachment A, Section I, complete and sign it, and return it as the content of their proposal Tab 1; or they may provide all the required information and certifications (each fully re-stated from Attachment A) on their own letterhead, properly signed, and include that replication in their proposal Tab 1. Vendors who fail to provide all information and certifications as described in Attachment A, Section I in their proposal Tab 1 risk disqualification.

Attachment A, Section II -- Location of Business Form - Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every vendor or applicant seeking to do business with the Ohio Department of Job and Family Services. This must be submitted as part of the response to any request for proposals, invitation to bid, request for grant applications, informal quotations, or other such competitive process. **Failure by any vendor to complete, sign, and return the Location of Business Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

The signed originals of the above referenced forms (RFP Attachment A, Sections I and II) are to be provided in the vendor's original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the vendor proposes the use of any subcontractor(s), information on the subcontractor(s) and letters of commitment as required by Section 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

Tab 2 Vendor Experience and Qualifications

Sub-Tab 2a. Mandatory Vendor Qualifications (Section 3.1, A through C)

The vendor must include information to demonstrate how the vendor meets the mandatory qualifications as described in Section 3.1, of this RFP.

Sub-Tab 2b. Organizational Experience and Capabilities (Section 3.2, A through G)

In this section, the vendor is to include their response to the organization experience and capabilities requirements (including any subcontractors) as described in Section 3.2, of this RFP.

Sub-Tab 2c. Staff Experience and Capabilities (Section 3.3, A through I)

In this section, the vendor is to include their response to the staff experience and capabilities requirements (including any subcontractors) as described in Section 3.3, of this RFP.

Tab 3 Scope of Work (Section 4.1)

This section should describe in detail how the vendor proposes to successfully perform, at minimum, each activity of the scope of work identified in Sections 4.1, Scope of Work. The responses must address each activity fully.

Tab 4 Administrative Structures -Proposed Work Plan (Section 4.3, A through C)

Sub-Tab 4a. Item A

Sub-Tab 4b. Item B

Sub-Tab 4c. Item C

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.3, Administrative Structures of this RFP.

Tab 5 Specifications of Deliverables (Section 4.4, A through J)

Sub-Tab 5a. Deliverable A

Sub-Tab 5b. Deliverable B

Sub-Tab 5c. Deliverable C

Sub-Tab 5d. Deliverable D

Sub-Tab 5e. Deliverable E

Sub-Tab 5f. Deliverable F

Sub-Tab 5g. Deliverable G

Sub-Tab 5h. Deliverable H

Sub-Tab 5i. Deliverable I

Sub-Tab 5j. Deliverable J

This section should describe in detail how the vendor proposes to successfully achieve each of the deliverables specified in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each deliverable identified in Section 4.4 behind separate sub-tabs as described above.

Tab 6 (Optional - as needed) Vendor Attachments or Appendices**B. Cost Proposal**

Three (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL**

ENCLOSED FOR Ohio Child Welfare Citizen Review Panel Program Coordinator, RFP JFSR1617-06-8079 SUBMITTED BY [VENDOR'S NAME HERE]."

This envelope/package must also contain the labeled cost proposal CD-ROM. The Proposal must include a statement that the prices quoted are firm.

Vendors are to complete the Cost Proposal Form, provided as Attachment D to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to provide a group of individual prices for those services defined in Section 4.4 Specifications of Deliverables. Vendors are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor's cost proposal will be the prices in effect throughout the contract period, including any renewal contracts.

Vendors are to use the format in Attachment D, Cost Proposal Form, to submit their cost proposal for SFYs 16, 17 (etc.). At the vendor's discretion, additional documentation may also be included with the completed Attachment D as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

In calculating their total proposed cost, vendors must consider cost resulting from each deliverable listed in Section 4.4 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFP or not).

C. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

- Any vendor's technical proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed cost proposal. The technical proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed cost proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.

- Any sensitive personal information on vendor *or* sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their technical and cost proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS/ Office of Families and Children (OFC) and/or their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, and lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Selection of the vendor will be based upon the criteria described in this RFP. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the proposals, ODJFS will score in three phases:

A. Phase I Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass Phase I Review as required in the Technical Proposal Score Sheet. **Any “no” for the listed Phase I criteria will eliminate a proposal from further consideration. Please refer to Attachment C, Technical Proposal Score Sheet for a complete listing of initial disqualifiers.**

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 the RFP. Using the score sheet for Phase II scoring (see Attachment C of this RFP for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

Any proposal which does not meet the minimum required technical proposal score as defined in Attachment C will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. **Please refer to Attachment C, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

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

C. Phase III Review—Criteria for Considering the Cost Proposal

The cost proposal will be reviewed by ODJFS. The grand total of each technically qualified vendor's cost proposal is divided by that vendor's final technical proposal score. This compares the cost with the quality of the technical proposal which will provide an average cost-per-quality point earned on the technical proposal. The vendor offering the cost-per-quality-point most advantageous to ODJFS will be recommended for contract award.

ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal. Vendors may then submit one last and best offer, or may request that ODJFS view its original cost proposal as its last and best offer, or may withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, ODJFS will then consider those vendors' revised cost proposals which are within the budget according to the process described in this section above, and in the Technical Proposal Score Sheet, Attachment C, for vendor selection purposes.

6.2 Review Process Caveats

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' technical and/or cost proposals or related forms when those errors do not unreasonably obscure the meaning of the content.

ODJFS reserves the right to request clarifications from vendors to any information in their Technical and/or Cost proposals or related forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by ODJFS, and vendors' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP. Such communications are expressly permitted when initiated by ODJFS, and are at the sole discretion of ODJFS.

Should ODJFS determine a need for interviewing vendors prior to making a final selection, responses to interview questions shall be scored in a manner similar to the process described in Section 6.1, Scoring of Proposals, above. Such scored results may be either added to those vendors' proposal scores, or will replace certain criteria scores, at the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for that RFP.

ODJFS reserves the right to negotiate with vendors for adjustments to their proposals should ODJFS determine, for any reason, to adjust the scope of the project for which this RFP is released. Such communications are not violations of any communications prohibition, and are expressly permitted when initiated by ODJFS, and are at the sole discretion of ODJFS.

Any vendor deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the contract.

6.3 Final Vendor Recommendation

The PRT will recommend to the ODJFS Director (or the Director's designee) the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP.

6.4 Tie Breaker

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal scores, the proposal with the higher score in the technical proposal will prevail.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any vendor objecting to the award of a contract resulting from the issuance of this RFP 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:

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

- B. A timely protest shall be considered by ODJFS, if it is received by the ODJFS Office of Contracts and Acquisitions, within the following periods:
 1. A protest based on alleged improprieties in the issuance of the RFP 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. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.

2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the eighth (8th) business day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. 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 Contracts and Acquisitions after the time periods set forth in Item B of this section.
 - D. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
 - E. 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.
 - F. The ODJFS Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this or any 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. Changes in this RFP of a material nature will be provided via the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS.

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, ODJFS notifies vendors seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFP, RLB, etc.) process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.

8.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as Attachment A) to report this information and include the completed document in the vendor's proposal as specified in Section 5.2, A of this RFP.

8.2 Interview

Vendors submitting proposals may be required to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODJFS and/or other state or county agency staff or other representatives it may appoint, as appropriate. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

8.3 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 and Management. The selected vendor will be notified by the ODJFS project manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

8.4 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 (see Section 8.2, above).

8.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RFP, Requests for Letterhead Bids (RLB) or other such procurement efforts. ODJFS shall consider all proposals or similar responses voluntarily submitted to any ODJFS procurement document to be free of trade secrets, and such proposals if opened by ODJFS may, 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. This RFP and, after the selection of a vendor for award, any proposals received in response to an RFP/RLB and opened, reviewed and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal submitted by the selected vendor/applicant, if opened, and any attachments, addenda, appendices, or sample products.

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

8.6 Contractual Requirements

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as Attachment B of this RFP;
- B. Many of the terms and conditions contained in the model contract (See Attachment B) are required by State and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of State and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3119, 3121, 3123, and 3125 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under State law;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

8.7 Travel Reimbursement

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 5.2, B, Cost Proposal, of this RFP.

8.8 Minority Business Enterprise

NOT APPLICABLE TO THIS RFP

8.9 Subcontractor Identification and Participation Information

Any vendors proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

- A. The subcontractor's legal status, federal tax ID number, and principle business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- C. A complete description of the work the subcontractor will do;
- D. A commitment to do the work, if the vendor is selected;
- E. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

There may be no dollar amounts of any kind included with sub-contractor information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.

8.10 Public Release of Evaluations and/or Reports

Public release of any evaluation or monitoring reports funded under this agreement 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.

8.11 Confidentiality

All contracts 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.

8.12 Key Personnel

ODJFS will require a clause in the resulting contract regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

8.13 Ethical & Conflict of Interest Requirements

- A. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or refusal by ODJFS to enter into a contract; and

- D. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

8.14 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 the implementing regulations found 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 CFR 164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

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.

8.15 Waiver of Minor Proposal Errors

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' technical and/or cost proposals or forms when those errors do not unreasonably obscure the meaning of the content.

8.16 Proposal Clarifications

ODJFS reserves the right to request clarifications from vendors of any information in their technical and/or cost proposals or forms, and may request such clarification as it deems necessary at any point in the proposal review process.

8.17 Contractual Requirements and Prevailing Wage Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as Attachment B to this RFP. Potential vendors are strongly encouraged to read the model contract and to be fully aware of ODJFS' contractual requirements. Additionally, the selected contractor will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

8.18 Unresolved Findings for Recovery (ORC 9.24)

ORC 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 ORC 9.24 prior to the award of any contract arising out of this RFP, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. 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.

8.19 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 to be provided for the project which is the subject of this RFP 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 impact that the behavior that led to the claims could have on the vendor’s performance of the work, and the best interests of ODJFS.

8.20 Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) have 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 RFP. 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.

8.21 Mandatory Disclosures of Work Location

Proposals must explicitly state the location(s) (city, county, state) where work described in this RFP would be performed, whether by the vendor or by any subcontractors.

8.22 Vendor Selection Restriction

Any vendor deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the resulting contract.

8.23 Ohio Presence Consideration-

NOT APPLICABLE TO THIS RFP

8.24 Prohibition Against Services Performed Outside the United States

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

8.25 Proposal Submission as Public Record

Vendors will be required to attest in Attachment A, Section I, Item #15 that no information included in their proposal submission is confidential and/or a trade secret (as defined in Sections 3.3, 5.2, C, and 8.5 of the RFP or where found in an RLB document) and may be posted in its entirety on the Internet for public viewing, or otherwise publicly released. Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited information. The vendor affirms that it shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in any public records requests.

SECTION IX. ATTACHMENTS AND THEIR USES

- A. Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, A*)
- B. ODJFS Model Contract (*For vendor reference purposes*)
- C. Technical Proposal Score Sheet (*For vendor self-evaluation purposes...do not submit*)
- D. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, B*)

SECTION X. APPENDICES AND THEIR USES

- A. N/A
- B.

Thank you for your interest in this project.

Attachment A

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

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: ODJFS requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the

contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal\bid. **Failure to provide such required information will result in your proposal’s immediate disqualification.**

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

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

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
<p>6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid:</u></p> <p>Vendor Representative NAME and TITLE: Address: _____</p> <p>E-Mail Address: _____ Phone #: _____ Fax #: _____</p>	
<p>7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</p> <p>Vendor Representative NAME and TITLE: Address: _____</p> <p>E-Mail Address: _____ Phone #: _____ Fax #: _____</p>	
<p>8. Is this vendor an Ohio certified MBE? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach a copy of current certification to proposal\bid. (IF ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION.)</p>	

9. Mandatory Vendor Certifications:

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

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

AND

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

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), **either is not subject to a finding 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.**

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

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

	Nationwide:	Ohio Offices:
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

	Nationwide:	Ohio Offices:
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

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

11. 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 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.

12. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not ____ (or) I will ____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 13 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

13. 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.)

14. 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 "Location of Business Form," which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE "LOCATION OF BUSINESS FORM," WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

15. I _____, (vendor representative in Item # 7) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in Sections 3.3, 5.2, D., 8.5, and 8.25 of the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information. **The vendor affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in a public records request(s).**

Attachment A—Section II.

Location of Business Form

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

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

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

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

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

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

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

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

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

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

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

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

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

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

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

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

C-1415-00-0000

RECITALS:

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

ARTICLE I. PURPOSE; DELIVERABLES

- A. **INSERT LEGAL AUTHORITY IF AVAILABLE.** CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal. The responsibilities (Deliverables) are summarized as follows:

INSERT DELIVERABLES

- B. The ODJFS Contract Manager is **ODJFS Contract Manager**.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten 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 provision of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to

state or federal law, such materials are confidential or otherwise exempted from disclosure. **IF THIS SECTION IS MODIFIED ALSO MODIFY ART. VI(A)**

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

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (or _____, whichever is later, through _____, unless this Contract is suspended or terminated prior to the expiration date. **This Contract may be renewed through June 30, 2017, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. It is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

ARTICLE III. COMPENSATION

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

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

- B. Compensation will be paid pursuant to CONTRACTOR's **accepted budget [or cost proposal] as incorporated below [or as attached].**

- C. CONTRACTOR will submit detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract; and
 5. Description of Deliverables performed during the billing period.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Contract.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than 90 calendar days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

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

- D. Except as provided in Sections A and B of this ARTICLE, CONTRACTOR will have 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 three times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the 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.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables;
 4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract; and
 5. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODJFS will be entitled to utilize another contractor to complete the Deliverables 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 Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of 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., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

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

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

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

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least ten 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 (1) unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, 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.
 - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
 3. **Ethics 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 (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - 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 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.
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.
 - 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, 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.
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 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
 - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for the contractor and all subcontractors.
 - c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
 - d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
11. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. MISCELLANEOUS PROVISIONS

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

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

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. 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. **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.

Signature Page Follows:

Remainder of page intentionally left blank

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

SIGNATURE PAGE

C-1213-00-0000

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

Vendor Name

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Michael B. Colbert, Director

Printed Name

Date

Date

Address

Address

City, State, Zip

City, State, Zip

ATTACHMENT C

RFP JFSR-1617-06-8089

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	RFP Sec. Reference	Y ES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1 5.2, B.		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed (in all required parts) by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2, A.		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	8.18 / 8.19 8.20		
5	Has the vendor demonstrated they are a state assisted college or university with a minimum of three years of experience in the field of child welfare or a related human services field (e.g., public development; advisory council; public programming; task force; public, private, or non-profit agencies; volunteer work; and college practicum and internship work) and the coordination of activities within specific teams or committees?	3.1, A.		
6	Did the vendor include a narrative description of their background and experience with public, private or non-profit agencies that includes details such size and primary location of that agency, type of work and level of responsibility and any significant accomplishments attained in the field of child welfare?	3.1, A.		
7	Did the vendor include three professional references that include: company or entity name and address; contact person and phone number; project name and dates; and at least one that demonstrates knowledge relevant to child welfare, adoption, kinship or foster care services?	3.1, B.		
8	Has the vendor identified a project manager who holds at minimum, a Bachelor’s degree in Education, Social Services, Human Services, or other related applicable degree?	3.1, C		
9	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 RFP?	5.2, C. 8.5		
10	Did the vendor 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? [As stated in the RFP, “ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.”]	3.3 5.2, C. 8.25		
	If response to the above criterion is “no”, has ODJFS exercised its right to allow prohibited personal information in vendors’ proposals for this RFP project? a) If “yes” to this question, the vendor’s proposal shall advance to Phase II scoring contingent upon vendor’s proposal receiving a “yes” response to all other Phase I criteria. b) If “no” to this question, the vendor’s proposal shall be disqualified and not receive further consideration.			

Has the vendor proposed any changes to the ODJFS model contract attached to this competitive document for use in the event of its selection for this project? Requested changes to the model agreement have no effect on a vendor’s proposal score. However, any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. At the sole discretion of ODJFS, any proposed changes to the ODJFS model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a contract may result in the disqualification of the vendor and its proposal. See Section 6.2, Review Process Caveats, and Section 8.6, Contractual Requirements of the RFP for more details on this situation.	Yes; changes proposed?	No changes proposed?
If changes were proposed by this vendor/applicant, are those changes such that ODJFS disqualifies the vendor?	Disqualified	NOT Disqualified

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 Families and Children. 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 RFP, and assign the appropriate point value, as follows:

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

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”- A particular RFP requirement was not addressed in the vendor’s proposal, **Score: 0**

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

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

“Exceeds Requirement”-Vendor proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations, **Score: 10**

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 **408.5** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **537.5** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
VENDOR QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
1	The vendor has provided samples of at least one, but no more than three, similar sized projects completed in the last five years that demonstrate the vendor’s ability to manage several tasks concurrently, their expertise in child welfare or a related human service field research, theory, practice, and the uses of technology and data in the field of welfare (e.g., public development, advisory council, public programming, task force); and the coordination of activities within specific teams or committees.	3.2, A.	3				
2	The vendor has demonstrated experience in the field of child welfare with data or case record information that is contained in the statewide automated child welfare information system.	3.2, A.	1				
3	The vendor has demonstrated prior experience in developing and implementing strategies to recruit a diverse membership for a group, team, or committee.	3.2, B.	1				
4	The vendor has demonstrated experience in providing initial and ongoing training for members of a group, team, or committee.	3.2, C.	1				
5	The vendor has demonstrated experience providing public outreach to the community and working collaboratively with other groups, teams or committees.	3.2, D.	2				
6	The vendor has demonstrated a minimum of three years of experience facilitating strategic planning; and developing charters, mission and goal statements for teams, groups or committees.	3.2, E.	2				
STAFF EXPERIENCE & CAPABILITIES							
In this section, the vendor must have identified the individual who will fulfill the role and must have clearly demonstrated that the individual has the required education and experience to fulfill his/her assigned position and, if applicable, explained the methodology that has been or will be utilized in carrying out responsibilities under the contract. Proposals must include a detailed narrative description or resumes showing how the proposed staff meets the above criteria.							
7	The vendor has proposed staff with at least two years of experience as a project manager for a similar size project in child welfare or human services field that involved coordination of multiple people, activities and stakeholders.	3.3, A.	1				
8	The vendor has proposed staff with experience evaluating the rules, laws, procedures or practice of a social services system (e.g., child welfare, mental health, juvenile justice, etc.) to identify the extent to which the system effectively discharges its responsibilities to provide services that are responsive to the needs of children and families involved in the system.	3.3, B.	2				
9	The vendor has proposed key staff which have a minimum of three years (cumulative) experience working (e.g., work for wages, contract, volunteer, or college practicum/intern) in any of the following: research, theory, and practice for child welfare, adoption, kinship, or foster care covering a variety of topic areas (e.g., sexual and physical abuse, placement, kinship, and foster care).	3.3, C.	1				
10	The vendor has experience in the use of technology such as Microsoft	3.3, D.	1				

	office, webinar's and teleconferencing to coordinate activities and collect information, and experience with social service system data analysis.						
11	The vendor has experience in meeting deadlines; writing reports; documenting findings, recommendations and outcomes of a group, team or committee; and providing summary details of work and activities.	3.3, E.	1				
12	The vendor has experience with mediation and negotiation skills, arranging and facilitating group meetings and training.	3.3, F.	1				
13	The vendor has experience or knowledge of social services systems that team with public children services agencies to serve abandoned, abused, neglected or dependent children and their families (biological, adoptive, kin or foster).	3.3, G	3				
14	The vendor has experience working with resources related to child welfare, adoption, kinship, and foster care services.	3.3, H	2				
15	The vendor has included a detailed narrative describing the graduate student's qualifications and interest in participating in the project.	3.3, I.	1				
SCOPE OF WORK							
	N/A	4.1					
ADMIN. STRUCTURES—PROPOSED WORK PLAN							
16	The vendor has provided a proposed work plan that describes the vendor's approach to performing the work described in this RFP. The plan has included an outline of steps that would be taken by the vendor to complete each element of the deliverables (including 4.3, A. 1 thru 11) that will be required, including any dependencies, prerequisites or contingencies.	4.3, A.	3				
17	The vendor has provided a table of organization identifying any/all functional units within college or university that will have direct participation in the proposed project, and present Table of Organization for those units. Specify those staff (including sub-contractors and students) within those units who will perform key duties on this project. Describe their roles or duties in the project and estimate the percent of time each will spend on it.	4.3, B.	3				
18	The vendor has provided an estimated project timeline that defines key start and end points (as well as appropriate phases or preparatory tasks) of all work in the project, including individual project deliverables. The timeline also indicates work to be done in each state fiscal year of the project.	4.3, C.	3				
SPECIFICATIONS OF DELIVERABLES							
19	The vendor has described a work plan for each year of the contract that includes: how the vendor plans to stay current of any changes in state and federal laws governing child welfare, the process to be used to update CRP members of any changes to state and federal laws and a detailed outline of CRP team activities planned for the year.	4.4, A.	3				
20	The vendor has described how they will develop three new CRPs which may include a regional team to address special issues and concerns (e.g., child fatalities) and a statewide team.	4.4, B.	3				
21	The vendor has described how they will coordinate and oversee the activities of at least three (3) Citizens Review Panels that are located throughout the State to review and evaluate the effectiveness of the public children service agency in discharging their child protection responsibilities.	4.4, C.	3				
22	The vendor has described how they will develop new member orientation.	4.4, D.	2				
23	The vendor has described how they will develop and implement a recruitment strategy and addressed the inclusion of diversity within the CRPs.	4.4, E.	2				
24	The vendor has described how they will facilitate meetings, arrange meeting locations, send meeting notices, prepare agendas, arrange training and guest speakers, and recruit members for all panels.	4.4, F.	1				
25	The vendor has described how they will provide ongoing training for members of the panel and ensure all members are trained on policies and procedures and any changes to state and federal law consistently. .	4.4, G.	2				
26	The vendor has described how they will work collaboratively to ensure review instruments are focusing on issues within the child welfare continuum for improvement and coordinate sharing of case record information.	4.4, G.	2				
27	The vendor has described how they will develop and facilitate annual meetings of combined CRP's for strategic planning.	4.4, H.	1				
28	The vendor has stated they will submit a quarterly report for the Citizens Review Panels by the fifteenth (15) day of each month following the end of each quarter in which services were performed; submit a strategic planning report for each Citizens Review Panel by October 31 of each contract year; submit an annual progress and service report for each Citizens Review Panel by May 31 of each contract year and submit all reports and information to the contract manager.	4.4, I. 1, 2, 3 & 4	1				
29	The vendor has provided reporting procedures for unexpected problems and how contingency/remediation plans will be devised.	4.4, J.	1				

PROPOSAL ORGANIZATION							
30	The vendor has submitted a proposal which complies with the specified submission format.	5.2	.25				
31	The vendor has submitted a proposal which is free of self-promotional claims.	5.2	.25				
32	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	5.2	.25				
TRADE SECRET INFORMATION							
33	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	5.2, C. 8.5			YES	NO	
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 Grand Total Technical Score must be at least 408.5 points.)

Yes _____

No _____

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

ATTACHMENT D:
Cost Proposal Form and Instructions
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Deliverable & Sub-Tasks Sec.4.4	SFY 2016	SFY 2017	Total Deliverable Cost for All SFYs
A.	\$	\$	\$
B.	\$	\$	\$
C.	\$	\$	\$
D.	\$	\$	\$
E.	\$	\$	\$
F.	\$	\$	\$
G.	\$	\$	\$
H.	\$	\$	\$
J.	\$	\$	\$
Other	\$	\$	\$
SFY 16 Grand Total			
SFY 17 Grand Total		\$	
Project Grand Total			\$

ATTACHMENT D:
Cost Proposal Form and Instructions
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Part III—Budget Narrative

Vendors have the option of attaching a succinct budget narrative to explain and justify costs, and to submit it as part of the Cost Proposal. A Budget Narrative may be advisable to explain any costs which the vendor has chosen to combine, to explain how hourly rates were achieved, or to make the connections between costs and the technical proposal.