



Department of  
Job and Family Services

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

June 12, 2012

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Applications (RFA), JFSR1213178046, in order to award farmers' markets funds for the purchase or lease of Wireless Point of Sale equipment. Farmers' markets are defined as a multi-stall market at which farmer-producers sell agricultural products directly to the general public at a central or fixed location, particularly fresh fruit and vegetables (but also meat products, dairy products, and/or grains). In addition, farmer's markets must meet the following eligibility requirements.

- 1) Farmer's markets must have a FNS Certification. FNS certification is defined for purposes of these funds as "farmers markets not currently participating in SNAP". This is defined as farmers' markets that did not have SNAP authorization on or before November 18, 2011, the date Public Law 112-55 was enacted. To prove certification status, the farmer's market will need to provide their FNS Certification Number on their application.
- 2) Farmer's markets may not have existing wireless point of sale equipment.
- 3) Farmer's markets will have to operate at least one (1) month or for the length of service they choose as defined by the funding options.

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

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

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

Sincerely,

(Signature on File)

Jay Easterling  
Deputy Director  
Contracts and Acquisitions

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

**The Ohio Department of Job and Family Services**  
Request for Applications (RFA)  
**JFSR1213178046**  
**FARMERS MARKET WIRELESS POINT OF SALE PROGRAM**

**SECTION I.           GENERAL PURPOSE & APPLICANT INFORMATION**

**1.1    Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Applications (RFA) in order to award farmers markets funds for the purchase or lease of Wireless Point of Sale equipment. Farmers markets are defined as a multi-stall market at which farmer-producers sell agricultural products directly to the general public at a central or fixed location, particularly fresh fruit and vegetables (but also meat products, dairy products, and/or grains). In addition, farmer's markets must meet the following eligibility requirements.

- 1) Farmer's markets must have a Food & Nutrition Services (FNS) Certification. FNS certification is defined for purposes of these funds as "farmers markets not currently participating in SNAP". This is defined as farmers' markets that did not have SNAP authorization on or before November 18, 2011, the date Public Law 112-55 was enacted. To prove certification status, the farmer's market will need to provide their FNS Certification Number on their application.
- 2) Farmer's markets may not have existing wireless point of sale equipment.
- 3) Farmer's markets will have to operate at least one (1) month or for the length of service they choose as defined by the funding options described in section 1.10.

**1.2    Requirements/ Structure of the Program**

Farmers markets will be presented with two funding options defined in more specific detail under "Funding Options". The markets are required to choose one of the two options. To apply and receive the funds, farmer's markets will need to complete the highlighted sections of the Contract Agreement attached to this document in lieu of an application. Farmer's markets will need to complete the Contract Agreement, providing their business name, person responsible for operating the market (with control over financial operations) location of the market, postal address for receipt of official correspondence, name of person who has legal authority to enter into contracts, email address, phone number, FNS Certification Number, and to complete all attachments to the Contract Agreement.

Once ODJFS receives the completed Contract Agreement with the necessary attachments, the Ohio Department of Job and Family Services (ODJFS) will process the agreement. If the agreement and the attachments are submitted as incomplete or incorrect, ODJFS will not process the application. The application packet will not be processed until all forms are submitted correctly and completely. The applicant's funding will not be secured unless all forms are submitted correctly.

Funding will be provided on a **first come, first serve** basis until funding has been exhausted. All necessary forms will need to be completed at the time of the agreement for a farmer's market to receive a place in line for the funding. Be advised that ODJFS will make every effort to accommodate

requests; however, once the funding is exhausted no further agreements will be accepted. ODJFS reserves the right to end the program at any time based on availability of funding.

All communications regarding this RFA are to take place in the open forum as provided for in Section 1.12 (Internet Question and Answer Period; RFA Clarification Opportunity).

### **1.3 Issuing Office**

This RFA is released by and the subsequent contract(s) will be with ODJFS. State level supervision of all selected applicants' activities will be performed by The ODJFS Office of Family Assistance.

If interested applicants have a need to communicate regarding this RFA, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 1.12, Internet Question and Answer Period/RFA Clarification Opportunity, or 1.13, Communication Prohibitions**, of this RFA. Applicants are cautioned that communication attempts which do not comply with these instructions will not be answered.

### **1.4 Background & Funding Source**

The Consolidate and Further Continuing Appropriations Act, 2012 (Public Law 112-55) provides \$4,000,000 to the States to increase the number of farmers' markets participating in the Supplemental Nutrition Assistance Program (SNAP), the new Federal name for the Food Stamp Program. Specifically, the funds are intended to expand the availability of wireless point-of-sale (POS) equipment in farmers' markets not currently participating in SNAP.

Ohio has received \$161,359.00 as our State's portion of the funding based on the percentage of Ohio farmers' markets not currently authorized to participate in SNAP.

### **1.5 Questions concerning FNS Certification**

To become certified in Ohio to accept SNAP, you must apply with FNS, a department of United States Department of Agriculture (USDA). The application process is available online at <http://www.fns.usda.gov/snap/retailers/application-process.htm>, or you may contact FNS at 877-823-4369 for a paper application.

To inquire about a submitted application, please contact Robin Masters with FNS, USDA at 317-510-7226 or by email at [robin.masters@fns.usda.gov](mailto:robin.masters@fns.usda.gov).

Please keep in mind, a farmer's market must receive FNS Certification before they are eligible to apply and receive funding for this program.

### **1.7 Requirements of the Device**

Farmer's markets are free to choose a vendor to provide the wireless point of sale device. However, the device must meet the following conditions.

The device must be wireless;

The device must be able to process both EBT and credit card payments; and

The device must be able to print a paper receipt to be given to the purchaser.

Regardless of the option the farmer's markets choose (see below), the device must be activated and used for a period of at least one month. The farmer's market will need to enter into a contract to receive wireless service.

### **1.8 Allowable Costs**

Funding for this program may only be used for the following services:

- Purchase the point of sale equipment
- Lease of the point of sale equipment
- Pay monthly wireless fee
- Pay one time account set up fee
- Pay one time activation fee
- Pay necessary monthly customer or regulatory compliance fee

### **1.9 Unallowable Costs**

ODJFS will not pay for fees associated with warranties, special credit card processing fees (e.g. American Express or Discover special fees), individual transactions fees, staff time to process payments, tokens, advertisements or signs, training, etc.

### **1.10 Funding options**

Farmer's markets may choose one of the two funding options listed below:

Option A: Farmer's market may purchase the wireless point of sale device. The farmer's market will be reimbursed the cost of the device, the necessary one time activation fee(s), and one month of wireless service **up to a maximum amount of \$1,100.00**. Farmer's markets that choose this option must purchase the wireless point of sale device that meets the requirements as defined above, and enter into a contract that will provide at least one month of wireless service. A farmer's market may choose more than one month and receive reimbursement for it so long as it does not exceed the \$1,100 maximum allowable cap.

Option B: Farmer's market may lease the wireless point of sale device. The farmer's market will be reimbursed the amount of the lease, the necessary one time activation fee(s), and at least three months of wireless service **up to a maximum of \$500.00**. Farmer's markets that choose this option must enter into a lease agreement to lease the wireless point of sale device that meets the requirements as defined above, and enter into a contract that will provide at least three months of wireless service. A farmer's market may choose more than three months of service and receive reimbursement for it so long as it does not exceed the \$500 maximum allowable cap.

Regardless of the option chosen, ODJFS **will only** reimburse the cost after the expenditure for the device is made. Advancement of funding is not possible with this program. A farmer's market may invoice monthly or after the initial expenditure (e.g. purchasing the device) but no more than once a month to ODJFS.

### **1.11 To Apply**

Complete and sign the attached agreement and forms and submit to ODJFS. Vendor Information Form (Attachment A) shall be submitted to Ohio Shared Services, Attn: Vendor Maintenance P.O. Box 182880 Columbus Ohio 43218-2880 or sent electronically to [vendor@ohio.gov](mailto:vendor@ohio.gov) or fax to 614-485-1052.

All other forms shall be sent to:

ODJFS, Office of Family Assistance  
Attn: Emily Oquendo  
P.O. Box 182709  
Columbus Oh 43218-2709

Once the contract is signed by both the farmer's market and ODJFS, the farmer's market will be notified by ODJFS, Office of Family Assistance that they will be allowed to begin to purchase or lease the point of sale equipment.

### **1.12 Internet Question & Answer Period; RFA Clarification Opportunity**

Potential applicants or other interested parties may ask clarifying questions regarding this RFA via the Internet. To ask a question, potential vendors must use the following Internet process:

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- \* **Select "About JFS" on the front page;**
- \* **Select "Doing Business with ODJFS;"**
- \* **Select "Requests for Proposals, Letterhead Solicitations, and Other Invitations;"**
- \* **RFP Number JFSR1213178046;**
- \* **Follow the link to the dedicated web page;**
- \* **Select "Submit Inquiry" near the bottom of the web page;**
- \* **Follow instructions there for submitting questions.**

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

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFA, for public reference by any interested party. ODJFS will not provide answers directly to the vendors (or any interested party) that submitted the question. All questions about this RFA that are submitted in accordance with these instructions will be answered on the RFA'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 answers provided by ODJFS may be accessed by following the instructions above, but rather than selecting "Submit Inquiry," applicants and others should select "View Q and A." ODJFS strongly encourages applicants to ask questions early in the Q&A period so that answers can be posted with sufficient time for any possible follow-up questions.

Applicant proposals in response to this RFA are to take into account any information communicated by ODJFS in the Q&A process for the RFA. **It is the responsibility of all potential applicants 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 RFA.**

Accessibility to questions and answers are clearly identified on the website dedicated to this RFA, once submitted questions have been answered.

IMPORTANT: Requests from potential applicants for copies of previous RFAs, past applicant proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFA. PRRs submitted in accordance with directions provided in Section 1.13, Communication Prohibitions, will be honored. The posted time frames for ODJFS responses to Internet questions for RFA clarification do not apply to PRRs.

\* **IMPORTANT NOTE:** Should applicants experience technical difficulties accessing either the ODJFS website where the RFA and its related documents are published, they may contact the ODJFS Office of Contracts and Acquisitions, RFA/RLB Unit, at (614) 728-5693 for guidance. Telephone calls seeking anything other than assistance in obtaining access to the Internet posted procurement documents will not be accepted.

### **1.13 Communication Prohibitions**

**THE ONLY** vehicle for interested parties to gain any needed clarification regarding this competitive opportunity is specified in RFA Clarification Opportunity described in Section 1.12 above.

From the issuance date of this RFA until Contracts are awarded, **there may be no communications concerning the RFA** between any applicant that expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFA or the selection of the contractor. **Attempts at prohibited communications may result in complete disqualification of the applicant organization.**

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.12, RFA Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any applicant that could submit a proposal in response to this RFA;
3. As part of any applicant 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 RFA, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFA;\* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services.

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

All communications regarding this RFA are to take place in the open forums as provided for in Section 1.11. No personal inquiries or phone calls for RFA clarification will be accepted.

ODJFS is not responsible for the accuracy of any information regarding this RFA that was obtained or gathered through a source other than the Q&A process described in this RFA. Any attempts at prohibited communications by applicants may result in the disqualification of those applicants' proposals.

## **SECTION II. APPLICANT EXPERIENCE AND QUALIFICATIONS**

ODJFS will only consider awarding funds to organizations qualified and for proper expenditure of funds. In order to demonstrate to the State that an applicant is properly qualified and prepared, proposals must address all the following qualifications and provide documentation as specified.

### **2.1 Mandatory Applicant Qualifications**

In order to be considered for the contractual agreements expected to result from this RFA, ODJFS requires that interested applicants **must** meet the following qualification requirement:

- A. Is the applicant certified in Ohio to accept SNAP, by the Food & Nutrition Services (FNS), department of United States Department of Agriculture (USDA)?

## **SECTION III. ATTACHMENTS AND THEIR USES**

- A. **Vendor Information Form** (*To be completed and mailed to Shared Services located on the form and in Section 1.11*)
- B. **Location of Business Form**
- C. **Declaration Regarding Material Assistance**
- D. **Application/Agreement** (*Complete pages 1 and 2 and sign the signature page in **BLUE INK** and return with Attachments B and C to ODJFS as instructed in Section 1.11.*)



# VENDOR INFORMATION FORM

All parts of the form must be completed by the vendor. **Incomplete forms will be returned.** The information must be legible. Ensure this is the latest version of the form at [www.ohiosharedservices.ohio.gov](http://www.ohiosharedservices.ohio.gov).

**SECTION 1 – PLEASE SPECIFY TYPE OF ACTION**

- NEW (**W-9 OR W-8ECI FORM ATTACHED**)     CHANGE OF CONTACT PERSON/INFORMATON
- ADDITIONAL ADDRESS – (**A COPY OF AN INVOICE OR A LETTER INCLUDING THE ADDRESS IS REQUIRED**)
- CHANGE OF ADDRESS – (**PLEASE PROVIDE OLD ADDRESS BELOW OR ATTACH LETTER**)
- ADDRESS TO BE REPLACED:
- CHANGE OF TIN (**W-9 & LETTER OF CLARIFICATION OF CHANGE, WHICH INCLUDES NEW & OLD TIN IS REQUIRED**)
- CHANGE OF NAME (**W-9 & LETTER OF CLARIFICATION OF CHANGE, MUST INCLUDES NEW & OLD NAME IS REQUIRED**)
- CHANGE OF PAY TERMS     CHANGE OF PO DISPATCH METHOD     OTHER\_\_\_\_\_

**SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION**

LEGAL BUSINESS OR INDIVIDUAL NAME: (MUST MATCH W-9 OR W-8ECI FORM)

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BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

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FEDERAL EMPLOYER ID (EIN) OR SOCIAL SECURITY NUMBER (SSN):

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**SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS**

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

**SECTION 4 – ADDITIONAL ADDRESS (IF MORE THAN 2 ADDRESSES, PLEASE INCLUDE A SEPARATE SHEET)**

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:



<b>SECTION 5 – CONTACT INFORMATION &amp; PERSON TO RECEIVE PURCHASE ORDER</b>		
NAME:		
WEBSITE:		
PHONE:	FAX:	EMAIL:
<b>PREFERRED METHOD OF BEING CONTACTED: (CHECK ONE)</b> <input type="checkbox"/> PHONE <input type="checkbox"/> EMAIL		
<b>SECTION 6 – INDIVIDUAL TO RECEIVE EMAIL NOTICE OF BID EVENTS - A USER ID &amp; PASSWORD WILL BE SENT TO THE EMAIL ADDRESS BELOW</b>		
NAME:		
EMAIL:		PHONE:
TO ADD AN ADDITIONAL OR REPLACE A STRATEGIC SOURCING CONTACT PERSON		
<input type="checkbox"/> ADDITIONAL CONTACT PERSON <input type="checkbox"/> REPLACE CONTACT PERSON <b>(WILL BE MARKED INACTIVE)</b>		
NAME:		
EMAIL:		PHONE:
<b>SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE – IF NONE IS SELECTED THEN NET 30 WILL APPLY)</b>		
<input type="checkbox"/> 2/10 NET 30 <input type="checkbox"/> NET 30 <input type="checkbox"/> NET 45 <input type="checkbox"/> NET 60 <input type="checkbox"/> NET 90		
<b>SECTION 8 – PURCHASE ORDER DISTRIBUTION – OTHER THAN USPS MAIL</b>		
EMAIL <u>OR</u> FAX:		
<b>SECTION 9 – PLEASE SIGN &amp; DATE</b>		
PRINT NAME:		
SIGNATURE:      (DIGITAL SIGNATURES NOT ACCEPTED AT THIS TIME)		DATE:
<b>SECTION 10 – STATE OF OHIO AGENCY CONTACT PERSON (AGENCY RECEIVING PAYMENTS FROM)</b>		
AGENCY CONTACT NAME/EMAIL/PHONE:		

COMMENTS:

**Note: This document contains sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.**

<p><b>SUBMIT FORM TO:</b></p> <p><b>Mail:</b> Ohio Shared Services Attn: Vendor Maintenance P.O. Box 182880 Cols., OH 43218-2880</p> <p><b>Email:</b> <a href="mailto:vendor@ohio.gov">vendor@ohio.gov</a></p> <p><b>Fax:</b> 1 (614) 485-1052</p>	<p><b>QUESTIONS? PLEASE CONTACT:</b></p> <p><b>Phone:</b> 1 (877) OHIO - SS1 (1-877-644-6771) 1 (614) 338-4781</p> <p><b>Website:</b> <a href="http://www.ohiosharedservices.ohio.gov/">www.ohiosharedservices.ohio.gov/</a></p> <p><b>Email:</b> <a href="mailto:vendor@ohio.gov">vendor@ohio.gov</a></p>
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**Attachment B.**

**Location of Business Form**

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

1. Principal location of business of Contractor:

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

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

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

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

2. Location where services will be performed by Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form with fields: LAST NAME, FIRST NAME, MIDDLE INITIAL, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE.

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form with fields: BUSINESS/ORGANIZATION NAME, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, PHONE NUMBER.

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
 Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. 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 the company, business or organization referenced on page 1 of this declaration.

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT FOR FARMERS MARKET POINT-OF-SALE EQUIPMENT**

**C-1213-17-\_\_\_\_\_**

**RECITALS:**

This Agreement is entered into by and between the Ohio Department of Job and Family Services (“ODJFS”) and \_\_\_\_\_ (“Vendor”).

(Insert Vendor Name)

VENDOR hereby agrees to comply with all the terms and conditions set forth in this Agreement.

VENDOR shall provide the following information:

Name of Person Responsible for Operating Farmer’s Market: \_\_\_\_\_

Location of Market: \_\_\_\_\_

Business Address for Official Correspondence: \_\_\_\_\_

E-Mail Address of Point of Contact: \_\_\_\_\_

Phone Number of Point of Contact: \_\_\_\_\_

FNS Certification Number: \_\_\_\_\_

Name of Authority to Sign Legal Documents: \_\_\_\_\_

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. The purpose of this Agreement, based upon submittals provided in response to Request for Applications, JFSR1213178046, is to expand the availability of wireless point-of-sale (“POS”) equipment in farmers’ markets not currently participating in the Supplemental Nutrition Assistance Program (“SNAP”). The responsibilities (“Deliverables”) are summarized as follows:
  - 1. Purchase or lease a POS device that meets the following criteria:
    - a. The device must be wireless;
    - b. The device must be able to process both EBT and credit card payments; and
    - c. The device must be able to print a paper receipt to be given to purchaser.
  - 2. Enter into a contract with a wireless POS company for a minimum of one to three (3) months depending on the option chosen as indicated in Article III below.
- B. The ODJFS Agreement Manager is Emily Oquendo.
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to VENDOR concerning the performance of activities described in this Agreement. VENDOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after VENDOR’s receipt of the requests or instructions. ODJFS and VENDOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Agreement activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If VENDOR believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the

compensation stated hereunder, **VENDOR** will immediately notify the ODJFS Agreement Manager pursuant to **ARTICLE V** of this Agreement. **VENDOR** agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Agreement activities and the successful completion thereof.

**ARTICLE II. EFFECTIVE DATE OF THE CONTRACT**

- A. This Agreement will be in effect from July 1, 2012, or upon signature of the Director of ODJFS, whichever is later, through June 30, 2013, unless this Agreement is suspended or terminated pursuant to **ARTICLE IV** prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both ODJFS and **VENDOR** that this Agreement is subject to ORC 126.07.

**ARTICLE III. COMPENSATION**

- A. **VENDOR** is required to choose one (1) of the following payment options listed below. If **VENDOR** chooses **OPTION A**, the total amount payable under this Agreement is up to One Thousand, One Hundred and 00/100 Dollars (\$1,100.00) during SFY 2013 expressly for the completion of the Deliverables described in **ARTICLE I**. If **VENDOR** chooses **OPTION B**, the total amount payable under this Agreement is up to Five Hundred and 00/100 Dollars (\$500.00) during SFY 2013 expressly for the completion of the Deliverables described in **ARTICLE I**. **VENDOR** understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. **VENDOR** hereby waives the interest provisions of ORC 126.30.

**VENDOR** will choose **ONLY** one (1) of the following compensation options.

Check **ONLY** one (1) Option:

**OPTION A:** **VENDOR** purchases wireless POS device. The **VENDOR** will be reimbursed the cost of the device, the necessary one time activation fee(s), and one month of wireless service **up to a maximum amount of \$1,100.00**. The **VENDOR** that chooses this option must purchase the wireless point of sale device that meets the requirements as defined in **ARTICLE 1, SECTION A**, and enter into a contract that will provide at least one month of wireless service. The **VENDOR** may choose more than one month and receive reimbursement for it so long as it does not exceed the \$1,100.00 maximum allowable cap.

**OPTION B:** **VENDOR** leases the wireless POS device. The **VENDOR** will be reimbursed the amount of the lease, the necessary one time activation fee(s), and at least three months of wireless service **up to a maximum of \$500.00**. The **VENDOR** that chooses this option must enter into a lease agreement to lease the wireless point of sale device that meets the requirements as defined in **ARTICLE 1, SECTION A**, and enter into a contract that will provide at least three months of wireless service. The **VENDOR** may choose more than three months of service and receive reimbursement for it so long as it does not exceed the \$500.00 maximum allowable cap.

- B. Compensation will be paid as reimbursement for actual expenditures incurred and paid by **VENDOR** expressly for the completion of the Deliverables described in **ARTICLE I** and according to the Option selected by **VENDOR** in Section A of this Article III.
- C. **VENDOR** will submit one (1) copy of a detailed invoice on a monthly basis to the ODJFS Office of Family Assistance, Attn: Emily Oquendo, 50 West Town St., 6th Floor, Columbus, Ohio 43215. **VENDOR** agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
  1. **VENDOR** 's name, complete address, and federal tax identification number;
  2. Agreement number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice;
  5. Description of Deliverables performed during the billing period; and
  6. Receipt or other proof of costs paid by **VENDOR** for which **VENDOR** is seeking reimbursement.

- D. VENDOR expressly understands that ODJFS does not have the ability to compensate VENDOR for invoices submitted after the State of Ohio purchase order has been closed.
- E. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Agreement, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Agreement;
  2. It intends to maintain this Agreement for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
  3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement.

VENDOR 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 Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

#### **ARTICLE IV. TERMINATION**

- A. This Agreement will automatically terminate upon expiration of the time period in ARTICLE II or once all of the compensation has been paid under this Agreement.
- B. Notwithstanding other provisions in this ARTICLE, ODJFS may terminate this agreement if the funds being made available for this program are no longer available.

#### **ARTICLE V. NOTICES**

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

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

VENDOR agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms for the performance of the Deliverables under this Agreement:

- A. All records relating to cost and supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be submitted to ODJFS pursuant to Article



III. 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.

#### ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and VENDOR with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and VENDOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. VENDOR agrees that this agreement cannot be assigned to any other party or person.

#### ARTICLE VIII. VENDOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, VENDOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Agreement *void ab initio* and will deliver written notice to VENDOR. Any funds the State of Ohio paid VENDOR for work performed before VENDOR received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against VENDOR.
1. **Federal Debarment Requirements.** VENDOR affirms that neither VENDOR 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. VENDOR also affirms that within three (3) years preceding this Agreement neither VENDOR 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.** VENDOR 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 Agreement period VENDOR, for any reason, becomes disqualified from conducting business in the State of Ohio, VENDOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
  3. **Unfair Labor Practices.** VENDOR affirms that neither VENDOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify VENDOR as having more than one (1) unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** VENDOR affirms that neither VENDOR 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.
  5. **Material Assistance to Terrorist Organization.** VENDOR affirms that VENDOR, its principals, affiliated groups, or persons with a controlling interest in VENDOR's organization are in compliance

with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time VENDOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to VENDOR. VENDOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time VENDOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when VENDOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against VENDOR.
1. **Americans with Disabilities.** VENDOR, 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. VENDOR 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 Agreement, VENDOR 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. VENDOR 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. VENDOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
  3. **Ethics Laws.** VENDOR certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. VENDOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
  4. **Conflicts of Interest.**
    - a. VENDOR certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
    - b. VENDOR 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. VENDOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
    - c. VENDOR agrees that VENDOR, 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 VENDOR's functions and responsibilities under this Agreement. If VENDOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, VENDOR 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. VENDOR further agrees that the person with the conflicting interest will not participate in any

Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

- a. VENDOR affirms that no federal funds paid to VENDOR by ODJFS through this Agreement 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. VENDOR further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Agreement exceeds One Hundred Thousand and 00/100 (\$100,000.00), VENDOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. VENDOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

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

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

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

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

10. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, VENDOR agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible. VENDOR agrees to encourage any of its subcontractors or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

11. **Certification of Compliance.** VENDOR 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 subcontractors.

**ARTICLE IX. MISCELLANEOUS PROVISIONS**

- A. **Independent Contractor.** VENDOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and VENDOR. VENDOR 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 Agreement. VENDOR 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, VENDOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. VENDOR's sole and exclusive remedy for any ODJFS failure to perform under this Agreement 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.

**ARTICLE X. CONSTRUCTION**

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement 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 Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT**

**SIGNATURE PAGE**

**C-1213-17-\_\_\_\_\_**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS VENDOR 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

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