REQUEST FOR PROPOSAL

Proposal Number: OOD VR-2019-02
RFP Title: Targeted Pre-Employment Transition Services
Date Issued: July 13, 2018
Proposal Due: August 13, 2018 5:00PM EDT

The Opportunities for Ohioans with Disabilities Agency (OOD) is seeking proposals to expand the number of providers throughout Ohio who will deliver Pre-Employment Transition Services (Pre-ETS) to students with disabilities who are eligible or potentially eligible for vocational rehabilitation (VR) services. Details are provided on the attached “Exhibit A”.

All attachments and forms required in the posted opportunity MUST be submitted with proposal. Proposals must be submitted electronically to ood.purchasing@ood.ohio.gov with the proposal number in the subject line. Only electronic bids received by the proposal due date and time will be accepted. Mailed or faxed responses will NOT be accepted.
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  • Standard Terms and Conditions
  • Contract Rate Proposal Template
  • Respondent Profile Summary
  • Declarations Statement
  • Respondent’s Checklist

GENERAL NOTES

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

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

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

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

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

6. OOD reserves the right to contract with multiple respondents.
SECTION I. – GENERAL INSTRUCTIONS AND INFORMATION

Inquiries/Clarifications

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

- Access the DAS Procurement Home page at http://procure.ohio.gov;
- Choose “for the Public” from the menu on top;
- Choose “Bid Opportunities” from the drop down;
- Choose “All Opportunities;”
- Then select “Opportunities for Ohioans with Disabilities” from the Agency drop down menu
- Then click “Search.”

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

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

The RFP is posted as a .PDF document on DAS’s Procurement Home page and therefore, forms within the posted RFP that require completion (e.g. RFP Response Form, Budget forms), by the Respondent are available on OOD’s Internet at: http://ood.ohio.gov, then (1) click on “Information”, then (2) “Request for Proposals.”
RFP Response Deadline and Requirements

Each Respondent shall submit the completed RFP response via electronic mail to ood.purchasing@ood.ohio.gov with the subject heading: “Response to RFP OOD VR-2019-02.”

The response must include and be in the following order:

- Cover Letter
- Detailed response of how the Respondent will meet the requirements of Exhibit A
- Detailed outline of costs, or budget, associated with proposed final cost;
- Completed Respondent Profile Summary;
- Completed, signed Declaration Statements;
- Affirmative Action Plan Verification (AAPV)
- Required licenses/certifications, if applicable.

Acceptable delivery method for submission of RFP responses is electronic mail only to ood.purchasing@ood.ohio.gov. Mailed or faxed responses will NOT be accepted.

All RFP responses must be received by the submission deadline date and time. No RFP responses will be accepted after the deadline regardless of the cause for delay. The date and time stamp on the electronic submission will rule the official receipt time. Should a disagreement occur regarding delivery, the Respondent must provide evidence of delivery date and time.

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

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

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

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

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

RFP Response Instructions

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

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

To be considered for an award, proposals must be judged as responsive and responsible in accordance with the selection criteria listed in Exhibit A. In addition, the following will be considered:

Responsive: A respondent is responsive if the proposal substantively complies with the RFP specifications and all prescribed documentation and attachments. Proposals should not deviate from the specifications that would affect the amount of the RFP response or otherwise give the respondent an unfair advantage.

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

- experience of the respondent;
- respondent’s financial condition;
- respondent’s conduct and performance on previous contracts;
- the respondent’s facilities (if applicable);
- the respondent’s management skills;
- the respondent’s ability to execute the contract properly, and;

Contacts

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

Name: Chris Estep, Senior Sourcing Analyst
Address: 400 E. Campus View Blvd.
Telephone: 614-781-8793
Email: ood.purchasing@ood.ohio.gov

Note: Once a contract is awarded, OOD will provide the awardee(s) with the name of a Contract Liaison, in writing.
SECTION II. – TIMELINE REQUIREMENTS

**Firm Dates**

Inquiry Period Begins: July 14, 2018  8:00 AM Eastern Daylight Savings Time (EDT)

Inquiry Period Ends: July 26, 2018  8:00 AM EDT

The submission of RFP Responses may begin on July 20, 2018.

RFP Response Deadline Date: August 13, 2018
RFP Response Deadline Time: 5:00 EDT

RFP Response Evaluation Period: August 14, 2018 to August 24, 2018

Contract Begins: Date of final contract signature or October 1, 2018, whichever occurs later.
Contract Ends: September 30, 2019

**RFP Response Amendments**

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

**RFP Response Withdrawals**

Withdraw of RFP responses must be submitted by email to ood.purchasing@ood.ohio.gov.
SECTION III. – BACKGROUND AND COMPLIANCE DOCUMENTATION

The intent of this section is to clarify the background and compliance documentation that is required with the proposal submission.

Declarations Statement

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

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

- Conflict of Interest

Statement of Compliance

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

Respondent Profile Summary

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

Ohio Administrative Knowledge System (OAKS) Supplier Identification Number

Each response must include the Respondent’s Ohio Administrative Knowledge System (OAKS) supplier identification number. If Respondent does not currently have an OAKS supplier identification number, the following website provides online registration forms and instructions for doing so:

http://www.supplier.obm.ohio.gov/

Note: Obtaining an OAKS supplier identification number may take up to five (5) business days.
**Affirmative Action Program Verification (AAPV)**

An Ohio’s Department of Administrative Services (DAS) Affirmative Action Plan Verification (AAPV) letter must be submitted with the response. To obtain the AAPV letter, an application must be submitted to DAS to document compliance with affirmative action requirements. If approved, DAS will return a letter of confirmation to include in your response. More information, along with a link to the application, can be found at:


**DAS/Equal Opportunity Division (EOD) Certification Number**

If the RFP is an MBE/EDGE set-a-side, a DAS/EOD Certification # (for MBE/EDGE) will also need to be provided. If the RFP is an MBE/EDGE set-a-side opportunity, it will be clearly marked on the cover page. To obtain MBE/EDGE certification, an application must be submitted to DAS. More information regarding each program, including a link to the application and steps for application, can be found at:

Exhibit A – Request for Proposal

Provided in this document is a description of the scope of services and any additional requirements, duties, obligations, terms and conditions required of the Respondent in performance of a contract with OOD. The Respondent understands and agrees that if there is a conflict, whether in whole or in part, between the terms in this Exhibit A and any other terms in the attachments or any other part of a contract then OOD shall have sole authority and discretion, which shall not be inconsistent with any established law, to identify which term, or portion of such term, would control and Respondent, upon becoming a Contractor, agrees to follow such determination by OOD.

1. Statement of Need:
   A. OOD’s mission is to ensure individuals with disabilities achieve quality employment, independence and disability determination outcomes through integrated services, partnerships and innovation. All activities under this Agreement shall be in compliance with the Federal Rehabilitation Act of 1973 (29 USC 701, et. seq.) as amended and reauthorized by the Rehabilitation Act Amendments of 1992, the Workforce Investment Act of 1998, and the Workforce Innovation and Opportunity Act of 2014 (Pub.L.113-128), the purpose of which is to assist states in providing vocational rehabilitation services to individuals with disabilities, as well as all corresponding Federal and State laws and rules, including, but not limited to, The Code of Federal Regulation (CFR) Title 34, Ohio Revised Code (ORC) Title 33, Chapter 3304 and Ohio Administrative Code (OAC) Chapter 3304.

   B. OOD is seeking to expand the number of providers throughout Ohio who will deliver Pre-Employment Transition Services (Pre-ETS) to students with disabilities who are eligible or potentially eligible for vocational rehabilitation (VR) services. Services will be provided individually and/or in group settings and open to all disability types.

   C. This RFP targets the following Pre-ETS categories: Job Exploration Counseling, Work-Based Learning, and Workplace Readiness Training and is open to all approved OOD Community Rehabilitation Providers (CRPs) who have a minimum two (2) years’ experience providing transition services.

2. Statement of Services:
   A. Contractor shall provide the approved target services to students with disabilities who are eligible for VR services or potentially eligible for VR services. Services may be provided individually and/or in groups to all disability types.

   B. Service shall include:
      1) Job Exploration Counseling (Exhibit B),
      2) Work-based Learning (Exhibit C), and
      3) Workplace Readiness Training (Exhibit D).

   C. Contractor(s) shall participate in an in-person training provided by OOD, as well as any follow-up “GoTo Meeting” Technical Assistance Meetings/Trainings.
      1) Date(s) for the in-person training will be determined after selections are complete.
      2) Follow-up “GoTo Meetings” will be scheduled throughout the length of the contract.

   D. OOD will refer and authorize services to contractor for student(s) with disabilities on an as-needed basis in a manner consistent with OOD’s policies and procedures.

3. Proposal Requirements:
   A. Proposals must be submitted by a member of the CRP’s senior management, who is authorized to commit the agency to the outlined project.
B. An implementation plan which outlines how the activities and outcomes will be achieved in each of the three Pre-ETS categories
   1) This plan must include information regarding your current employer network as it relates to the services indicated.
   2) This plan must include the tools and resources that will be utilized when providing the Pre-ETS services.
      a) A list of OOD approved resources are outlined in Exhibit E.
   3) This plan must include information regarding how targeted coverage areas will be serviced.

C. Target Coverage Area – Exhibit F
   1) Contractor will be required to provide all three services in the entirety of the geographic area(s) indicated in their proposal.
   2) Contractor will be required to travel, as a majority of the services will be performed in the schools or community.

4. **Additional Fiscal and Budget Requirements, Terms and Conditions:**
   A. Proposal must include a completed budget template found in this RFP packet.
      1) An electronic copy, which must be used for calculation and submission, can be found at OOD’s website, http://ood.ohio.gov/Information/Request-For-Proposals.

   B. Contractor shall cooperate with all billing requirements outlined in this Agreement as well as any additional fiscal requirements and documentation required by OOD.

   C. Contractor is required to repay any funds expended under the Agreement in the event that OOD determines such costs to be unallowable.

5. **Education/Training, Licensure/Certification and Experience:**
   A. Only approved OOD CRP provider(s) are eligible to respond to this RFP.
      1) Direct service staff shall have experience working with students with disabilities.

   B. A minimum of 2 years’ experience in providing transition services is required.
      1) Description of completed projects/services must be provided as evidence of this experience.

   C. Preference will be given to CRPs that have not been placed on a Corrective Action Plan within 12 months of this RFP’s issue date.

6. **Monitoring, Evaluation and Reporting**
   A. Contractor(s) will comply with program and fiscal monitoring evaluations and periodic reviews to assess the quality of services and ensure the billing process as outlined in the OOD VR Provider Manual.

   B. Contractor(s) will cooperate with monitoring, evaluation and reporting of services which may be obtained by, but not limited to:
      1) Written survey
      2) Observation
      3) Written and/or verbal communication with contractor and/or the recipient of services (i.e. employee, individual, agency, etc.)

7. **Additional Terms and Conditions:**
   A. The Opportunities for Ohioans with Disabilities Agency (OOD) reserves the right to reject any and all proposals where the Respondent takes exception to OOD terms and conditions.
or fails to meet the terms and conditions, including, but not limited to, standards, specifications, and requirements.

B. In addition, OOD reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:
   1) responses offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in this document and/or the RFP;
   2) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
   3) OOD determines that awarding any item is not in the best interest of the state of Ohio.

C. OOD reserves the right to contract with multiple vendors/providers for the services stated in this document.

D. An award of contract from this RFP does not guarantee any level of purchase of services.

E. Contractor acknowledges that the services outlined in this Exhibit do not replace the services in the VR Provider Manual and agrees that the requirements that govern this service are contained solely with this agreement, and not in the VR Provider Manual.

F. Notwithstanding any termination provision within this Agreement, if OOD provides a notice of termination to Contractor, OOD may choose to provide Contractor with an opportunity to cure any breach that resulted in such notice of termination. Such cure period shall be no longer than fifteen days after providing Contractor written notice of the opportunity to cure. After the cure period OOD may substitute services for Contractor and recover from Contractor any costs associated with acquiring and/or providing the substitute services. OOD does not waive any of its rights and remedies provided OOD in this Agreement, including but not limited to recovery of funds paid for services and costs associated with corrective action.

7. Selection Criteria:

The Opportunities for Ohioans with Disabilities Agency shall base the award of the contract on the following:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Implementation plan</td>
<td>40</td>
</tr>
<tr>
<td>B. Tools, resources and employer network</td>
<td>30</td>
</tr>
<tr>
<td>C. Budget proposal</td>
<td>20</td>
</tr>
<tr>
<td>D. Experience working with students with disabilities</td>
<td>10</td>
</tr>
</tbody>
</table>
Exhibit B – Job Exploration Counseling

1. **Statement of Services**
   A. Contractor shall provide Job Exploration Counseling services to students with disabilities who are eligible for VR services or potentially eligible for VR services. Services may be provided individually or in groups.

   1) **Definition of Service** – General job exploration counseling may be provided in a classroom or community setting and include information regarding in-demand industry sectors and occupations, as well as non-traditional employment, labor market composition, administration of vocational interest inventories, and identification of career pathways of interest to the students. Job exploration counseling provided on an individual basis might be provided in school or the community and include discussion of the student's vocational interest inventory results, in-demand occupations, career pathways, and local labor market information that applies to those particular interests.

   2) **Activities** – Job Exploration Counseling may be provided in a classroom or community setting either in a group or individually. Activities to be completed include the following:
      a) Administer interest inventories to identify potential employment goals,
      b) Coordinate informational interviews with workers in-demand jobs,
      c) Assist students with disabilities in establishing a Backpack on OhioMeansJobs, research in-demand jobs & local labor market information,
      d) Conduct discovery and assessment activities to identify career pathways,
      e) Guide exploration through Job Seekers Guide available on the ohioemploymentfirst.org website,
      f) Utilize occupational videos and real images,
      g) Preview video resumes and discuss importance of work experience.

   3) **Outcomes Expected** – The written VR Report shall at minimum address the following:
      a) Students will complete interest inventories,
      b) Students will complete information interviews,
      c) Students will register for OMJ and will have a Backpack,
      d) Students should be able to differentiate between employment options, have knowledge of in-demand jobs and career pathways,
      e) Students should be able to communicate why employment matters, complete the modules and utilize the tools through the Job Seekers Guide,
      f) Students will identify where they are in the career planning process.
Exhibit C – Work-Based Learning

1. **Statement of Services**  
   A. Contractor shall provide Work-Based Learning services to students with disabilities who are eligible for VR services or potentially eligible for VR services. Services may be provided individually or in groups.

   1) **Definition of Service** – Work-Based Learning experiences in a group setting may include coordinating a school-based program of job training and informational interviews to research employers, work-site tours to learn about necessary job skills, job shadowing, or mentoring opportunities in the community. Work-based learning experiences on an individual basis could include work experiences to explore the student's area of interest through paid and unpaid internships, apprenticeships, short-term employment, fellowships, or on-the-job trainings in the community. These services are those that would be most beneficial to an individual in the early stages of employment exploration during the transition process from school to post-school activities, including employment.

   2) **Activities** – Work-based Learning may be provided in a classroom or community setting either in a group or individually. Activities to be completed include the following:
      a) Invite guest speakers, arrange employer presentations,
      b) Organize work site tours for students with disabilities to learn about necessary job skills,
      c) Coordinate Job Shadowing, informational interviewing and/or field trip experiences to observe workers in identified fields of interest,
      d) Make connections for students with disabilities to connect with mentors.

   3) **Outcomes Expected** – The written VR Report shall at minimum address the following:
      a) Students will participate in work site tours and job shadowing experiences at community businesses,
      b) Students will display appropriate work site behaviors,
      c) Students will obtain first-hand knowledge of work settings including: duties, personnel, daily expectation on productivity/output, shifts, accommodations, compensation, unwritten rules of work, etc.,
      d) Students will apply the knowledge and tools they have learned,
      e) Students will learn the importance of networking and begin documenting resources within their networks.
1. **Statement of Services**
   A. Contractor shall provide Workplace Readiness Training to students with disabilities who are eligible for VR services or potentially eligible for VR services. Services may be provided individually or in groups.

   1) **Definition of Service** – Workplace readiness training may include programming to develop social skills and independent living, such as communication and interpersonal skills, financial literacy, orientation and mobility skills, job-seeking skills, understanding employer expectations for punctuality and performance, as well as other "soft" skills necessary for employment. These services may include instruction, as well as opportunities to acquire and apply knowledge. They can be provided in a generalized manner in a classroom setting or be tailored to an individual's needs in a training program provided in an education or community setting.

   2) **Activities** – Workplace Readiness Training may be provided in a classroom setting either in a group or individually. Activities to be completed include the following:
      a) Conduct small group sessions addressing:
         i. Professional Skills: Communication with peers/supervisors (verbal and written), Teamwork, Networking, Health/Safety, Basic Customer Service, How a business is organized, social skill development such as communication and interpersonal skills, financial literacy, job seeking skills and understanding employer expectations);
      c) Self-Representation online, Internet safety, Job Search Skills, Telecommunications;

   3) **Outcomes Expected** – The written VR Report shall at minimum address the following:
      a) Students will understand appropriate work behaviors and demonstrate the ability to meet employer expectations with regards to timeliness, hygiene, etc.,
      b) Students will participate in mock interviews, complete application and resume templates, and when possible attend job fairs,
      c) Students will complete a pre and post evaluation to measure skill attainment,
      d) Students will demonstrate knowledge of the impact of personal social media profile and other communication (i.e. appropriate email address, voicemail message, etc.).
Exhibit E – OOD Approved Resources

Job Exploration Counseling:

- Age-Appropriate Transition Assessment - http://www.ocali.org/project/tg_aata/page/elsa_documents
- Employment Related Questionnaire - http://www.ocali.org/project/tg_aata/page/elsa_documents
- O’Net Interest Profiler - https://www.mynextmove.org/
- Version of IIP RIASEC Markers Scale (Holland Code) - http://personality-testing.info/tests/RIASEC/
- Informational Interview Guide - http://www.independentfutures.com/school-and-agency-support.html?gclid=CKCM0KSSkNMCFZa2wAoddRsOAw

Work-Based Learning:


Workplace Readiness Training:

**Exhibit F - Target Coverage Area**

Below is the list of targeted coverage areas. Please indicate in the adjacent column which area(s) are being proposed for coverage. If the area has multiple counties listed, it is required all services outlined in Exhibits A-D be provided in all parts of all counties.

<table>
<thead>
<tr>
<th>TARGETED COVERAGE AREAS</th>
<th>INDICATE COVERAGE</th>
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<tbody>
<tr>
<td>Allen &amp; Auglaize</td>
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<tr>
<td>Clark, Greene, Champaign &amp; Madison</td>
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<tr>
<td>Cuyahoga</td>
<td></td>
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<tr>
<td>Defiance, Williams &amp; Fulton</td>
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<tr>
<td>Delaware</td>
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<tr>
<td>Fairfield, Perry &amp; Hocking</td>
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<tr>
<td>Franklin</td>
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<tr>
<td>Hamilton</td>
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<tr>
<td>Lake, Geauga &amp; Ashtabula</td>
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<tr>
<td>Licking &amp; Knox</td>
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<tr>
<td>Montgomery</td>
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<td>Muskingum &amp; Guernsey</td>
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<tr>
<td>Pickaway &amp; Ross</td>
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<tr>
<td>Stark</td>
<td></td>
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<tr>
<td>Summit, Portage &amp; Medina</td>
<td></td>
</tr>
</tbody>
</table>
| Rate Proposal | * This tab summarizes the rate proposal for the contract.  
|              | * Type in your "Contractor Name". This will carry over to the remaining worksheet.  
|              | * Type in the date submitted to OOD.  |
| W1. Staffing | * The Staffing Tab should include the list of staff who will be delivering direct pre-employment transition services. The spreadsheet will automatically calculate the proposed rate.  
|              | * Type in the Name of the direct staff person providing Pre-ETS services.  
|              | * Type in position title of the direct staff person providing Pre-ETS services.  
|              | * Type in the annual base salary for the direct staff person (ONLY wages not fringe)  
|              | * Type in the number of hours a week for the direct staff person (i.e 40, 37.5, 20)  
|              | * The Hourly rate will automatically average and calculate to determine the proposed rate for the Pre-ETS services.  |
**Opportunities for Ohioans with Disabilities**  
**VR Pre-ETS Contract Rate Proposal for FFY 2019**

**Contractor Name:**  
(as to be listed in the Contract)

**Contract Period:** 10-01-18 through 9-30-19

**Date Submitted:**

**OOD Approval:**

### 1. Direct Wages

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
<th>Total from Worksheet 1</th>
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</thead>
<tbody>
<tr>
<td>1. Staffing (Hourly Wage ONLY)</td>
<td>Total from Worksheet 1</td>
<td>$ -</td>
</tr>
<tr>
<td>2. Adjusted Rate</td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>3. Proposed Rate</td>
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<td>$ -</td>
</tr>
</tbody>
</table>

Fields require completion  
Highlighted fields are formulated and protected.

Verify that the correct total is carried over from W1. Staffing.

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VR PRE-ETS Budget template FFY 19
## Budget Proposal Worksheet #1: Staffing

### Contractor Name:

### Individual's Name | Position/Title (Direct Service Staff for Pre-ETS Only) | Annual Base Salary | Total Hours per Week | Hourly Rate of Pay
---|---|---|---|---

Enter actual annual payroll costs (wages only)

Not to exceed 40

---

Average Hourly Rate: $0.00

---

**See the "Instruction & Reqmts" tab for additional instructions and/or requirements for this worksheet.**

- Fields require completion
- Highlighted fields are formulated and protected.
- Verify that the correct total is carried over from W1. Staffing.
- Individualized payroll records must be kept for each person paid by any portion of the Contract and must be kept and available for audit purposes.
1. **DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR CONTROLLING BOARD APPROVAL:** If DAS or Controlling Board approval is required, this Contract shall not be valid and enforceable until appropriate approvals are received.

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

3. **NATURE OF CONTRACT AND RELATIONSHIP OF PARTIES:**
   a. OOD enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience. It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant, or employee of OOD or the State of Ohio. Neither Contractor nor its personnel, nor any subcontractor shall at any time, or for any purpose, be considered as agents, servants, or employees of OOD or the State of Ohio as a result of any work performed under this Agreement. Contractor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. OOD shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. Contractor shall be responsible for all of Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The Contractor must receive OOD written approval prior to entering into any subcontract or joint venture for the delivery of services required by this Contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract. The Contractor shall, for each subcontract authorized by OOD, require its subcontractor(s) to agree and be bound to the same terms of this Agreement and shall not agree to terms inconsistent with, or at variance from, this Agreement.
   
   b. Throughout the term of this contract, the Contractor shall provide OOD with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.
   
   c. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.
   
   d. OOD may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within ten days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to OOD's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. OOD retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement.
4. NONDISCRIMINATION IN EMPLOYMENT:

a. Pursuant to O.R.C., Section 125.111 and, where applicable, Executive Order 2011-05K, the Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of the Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, genetic information, sexual orientation, gender, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further represents that they each have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and have filed a description of the affirmative action program and progress report on its implementation with the Equal Opportunity Division of the Department of Administrative Services. 

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


d. Contractor and or subcontractor(s) agree to purchase goods and services related to this Agreement, if any, from certified MBE and EDGE vendors whenever feasible. Additional Information and vendor listings are available at:


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

6. CONTROLLING LAW: This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.
7. COMPLIANCE WITH LAWS:
   a. Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
   
   b. The Contractor shall meet State of Ohio requirements for certification, licensure, and registration where applicable. Contractor shall be required to provide proof of such certification, licensure, and registration and to provide any renewal certification, licensure, and registration.
   
   c. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (O.R.C.) Section 3517.13-Campaign; Political Parties-Failure to File Statements; O.R.C. Section 127.16-Purchasing by Competitive Selection; or O.R.C. Chapter 102-Public Offices-Ethics.

8. TERMINATION OF CONTRACTOR’S SERVICES:
   a. Prior to the expiration of the term of this Contract, either party may suspend or terminate the Contract, without cause, by providing written notice to the other party not less than thirty (30) days prior to the termination date. OOD may suspend or terminate the Contract immediately, with cause, by giving written notice to Contractor. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary or appropriate steps to limit disbursements and minimize costs. If requested by OOD, Contractor shall furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under the Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters OOD requires and shall deliver to OOD all work products and documents, which have been specifically prepared for OOD by Contractor in the course of providing services under the Contract. All such material shall become and remains the property of OOD, to be used in such manner and for such purposes as OOD may choose. Contractor shall be paid for services rendered up to the date Contractor received notice of termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by OOD for which Contractor has not rendered services shall be refunded. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against OOD by reason of such termination.
   
   b. In the event of termination of this Contract, the provisions concerning confidentiality, as outlined in Article 11 below, shall remain binding upon the Contractor.
   
   c. Other than as outlined herein, termination pursuant to this Article will relieve either party of further obligation under this Contract. In no event will OOD be obligated to pay for any services not actually performed by the Contractor.

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

10. RECORD KEEPING AND AUDITS:
   a. During the performance of this Agreement and for a period of five years after its completion, Contractor agrees to maintain a proper system of accounting and auditable records, in a manner consistent with generally accepted accounting principles, to account for the expenditure of all funds provided by this agreement, including any and all direct and indirect costs expended, and to make these records available for review upon request by OOD representatives at all reasonable times, including regular working hours. Contractor further agrees to retain all records and reports for a
period of not less than five years following audits by the appropriate state and federal auditing agencies or until questions arising from the audit have been resolved, whichever is later.

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

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

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

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

11. CONFIDENTIALITY:

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

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

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

12. LIABILITY:

a. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, punitive damages, or lost profits.
b. Contractor agrees to indemnify and to hold OOD and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractor(s), suppliers, third parties utilized by Contractor, or joint ventures, while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Contractor shall bear all costs associated with defending OOD and the State of Ohio against any claims made because of Contractor's acts or omissions. (The indemnification provisions in this paragraph shall not be applicable to Agreements between OOD and other State of Ohio government agencies, instrumentalities or political subdivisions of the State).

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

13. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE:

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

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

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

14. CAMPAIGN CONTRIBUTIONS: Contractor hereby certifies compliance with O.R.C. Section 3517.13, as applicable. Any violation of O.R.C. Section 3517.13 by Contractor renders this Agreement void ab initio.
15. ENTIRE AGREEMENT/WAIVER:
   a. This Agreement, along with any attachments, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
   
   b. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
   
   c. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

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

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

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

19. RELATED AGREEMENTS:
   a. The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without OOD’s approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit [A], Scope of Services, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts, not otherwise specifically acknowledged within this Agreement without prior written approval by OOD. All work subcontracted shall be at Contractor’s expense.
   
   b. Contractor shall bind its subcontractor(s), if any, to the terms of this Agreement, so far as applicable to the work of the subcontractor(s), and shall not agree to any provision, which seeks to bind OOD to terms inconsistent with, or at variance from, this Agreement.
   
   c. Contractor warrants that it has not entered into, nor shall enter into, other agreements, without prior written approval of OOD, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
   
   d. Contractor shall furnish to OOD a list of any and all subcontractors, if any, their addresses, tax identification numbers, and the dollar amount of each subcontract.

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

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

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

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

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

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

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

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

27. BIENNIAL AND RENEWAL REQUIREMENTS:

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

b. At the sole option of OOD, this Agreement may be renewed annually under the same terms and conditions applicable to this Agreement for any period of time, up to a maximum of twenty-four (24)
additional months, provided that such renewal does not extend beyond the biennium in which the renewal takes place. If OOD chooses to exercise this option of renewal, OOD shall advise the Contractor, in writing, prior to the expiration of the current Agreement.

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

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

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

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

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

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

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

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

f. OOD, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, OOD may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services. Notwithstanding OOD permitting a period of time to cure the breach or the Contractor’s cure of the breach, OOD does not waive any of its rights and remedies provided OOD in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.
30. **SUCCESSORS/ASSIGNMENT/DELEGATION:** Except as otherwise provided hereto, neither this Agreement nor any rights, duties, obligations or responsibilities hereunder may be assigned, delegated or transferred, in whole or in part, by Contractor, without the prior written consent of OOD. Any assignment or delegation not consented to may be deemed void by OOD.

31. **EXECUTION:**

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
Opportunities for Ohioans with Disabilities Agency
Respondent Profile Summary

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

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<tr>
<th>Company:</th>
<th>Contact:</th>
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<tr>
<td>Address (Street, City, State &amp; Zip):</td>
<td>Telephone #:</td>
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<tr>
<td>Project Name:</td>
<td>Project Start Date</td>
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Description of Related Services Provided:

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</tr>
</tbody>
</table>

Description of Related Services Provided:
DECLARATION STATEMENTS

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

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

Ohio Elections Law Information

A. Prohibition

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

B. Individual, Partnership, Association, Estate or Trust

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

C. Corporation or Business Trust

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

Ohio Ethics and Conflict of Interest Laws Information

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

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

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

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

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

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

   ______

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

   ______
   ______
   ______

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

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

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

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

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

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

**Equal Employment Opportunity Information**
The Respondent/Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders. Before a contract can be awarded or renewed, an Affirmative Action Program Verification (AAPV) form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Respondents/Contractors shall submit a copy of their AAPV letter with the RFP response. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department’s website: [http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity/tabid/178/Default.aspx](http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity/tabid/178/Default.aspx)

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

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Respondent/Contractor has had a contract terminated for default or cause. If so, the Respondent/Contractor must submit full details, including the other party's name, address, and telephone number.</td>
</tr>
<tr>
<td></td>
<td>The Respondent/Contractor has been assessed any penalties in excess of five thousand dollars ($5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Respondent/Contractor must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.</td>
</tr>
<tr>
<td></td>
<td>The Respondent/Contractor was the subject of any governmental action limiting the right of the Respondent/Contractor to do business with that entity or any other governmental entity.</td>
</tr>
<tr>
<td></td>
<td>Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).</td>
</tr>
<tr>
<td>Yes/No</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>The Respondent/Contractor, any officer of the Respondent/Contractor, or any owner of a twenty percent (20%) interest or greater in the Bid has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.</td>
</tr>
<tr>
<td></td>
<td>The Respondent/Contractor, any officer of the Respondent/Contractor, or any owner with a twenty percent (20%) interest or greater in the Bid has been convicted of a felony or is currently under indictment on any felony charge.</td>
</tr>
</tbody>
</table>

**Conflict of Interest**

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

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

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

**While an affirmative answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Response from consideration, such an answer or statement and a review of the background details may result in a rejection of the Response at the sole discretion of the evaluation team.**

The team will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Respondent/Contractor’s performance on the project, and the best interests of the State.

Please respond appropriately:  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Have you had experience with providing services as described in Exhibit A?   
  |   |   |
- Have you had past performance on previous state contracts?   
  |   |   |
- This Response covers all Statement of Services listed on Exhibit A.   
  |   |   |
- If No: please explain specific statement of services that could not be met.   
  |   |   |
Ohio Preference: (Buy Ohio): Yes No

Respondent has significant economic presence within the state of Ohio. ___ ___

Respondent has ten or more employees based in Ohio or border state ___ ___

Respondent has 75% or more employees based in Ohio or border state ___ ___

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

Total Number of Employees: Nation-wide: ___ Ohio: ___

Percentage of Women: Nation-wide: ___ Ohio: ___

Percentage of Minorities: Nation-wide: ___ Ohio: ___

RESPONDENT/CONTRACTOR CERTIFICATION:

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

Printed Name and Title: _______________________________________________________

Signature: __________________________________________________________ Date

Organization: ___________________________________________________________
### Opportunities for Ohioans with Disabilities Agency

**RFP RESPONDENT CHECKLIST**

<table>
<thead>
<tr>
<th>REQUIRED DOCUMENTS TO BE SUBMITTED WITH RFP RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Cover Letter</td>
</tr>
<tr>
<td>☐ Respondent’s detailed proposal (i.e. how the services will be delivered, qualifications to provide the services, etc.)</td>
</tr>
<tr>
<td>☐ Completed Contract Rate Proposal Template</td>
</tr>
<tr>
<td>☐ Completed RFP Response Form</td>
</tr>
<tr>
<td>☐ Respondent Profile Summary</td>
</tr>
<tr>
<td>☐ Declarations Statements</td>
</tr>
<tr>
<td>☐ AAPV Letter (from DAS; see page 8 of packet)</td>
</tr>
<tr>
<td>☐ DAS/EOD Certification number, if applicable (see page 8 of packet)</td>
</tr>
<tr>
<td>☐ Evidence that individuals providing services meet minimum qualifications as outlined in the RFP, including required licenses/certifications.</td>
</tr>
</tbody>
</table>