



Department of
Job and Family Services

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

July 20, 2018

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Letterhead Bids (RLB) number JFSR1819178147R to select one (1) vendor who will ensure that required child care rates and other relevant information is collected from the provider community, analyzed and submitted in a format determined by ODJFS. This RLB is released by ODJFS, and the subsequent contract expected to result from this RLB process will be a contract between the vendor and ODJFS.

Ohio Revised Code (ORC) 5104.04 (B)(3) requires ODJFS to contract with a third party by the first day of October in each even numbered year to collect information concerning the amounts charged by child care providers and to analyze and provide a report to the Department no later than the first day of December in each even numbered year. In addition, ORC 5104.30 (E)(1) requires ODJFS to establish reimbursement ceilings for providers that serve publicly funded children no later than the first day of July in each odd numbered year.

If your organization is interested in submitting a response for this important project, please obtain the RFLB through the ODJFS website at <http://www.ifs.ohio.gov/rfp/>. If you experience any problems accessing this document or opening the above referenced ODJFS URL, please contact the Office of Contracts and Acquisitions mainline at (614) 728-5693.

In order to be considered for a possible award, responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RLB. Thank you for your attention to this request.

Sincerely,



Jay Easterling
Deputy Director
Contracts and Acquisitions

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider



Department of
Job and Family Services

John R. Kasich, Governor

Cynthia C. Dungey, Director

**Ohio Department of Job and Family Services
Request for Letterhead Bids (RLB)
RLB#: JFSR1819178147R
Child Care Market Rate Survey Repost**

I. Purpose

The Ohio Department of Job and Family Services (ODJFS) is soliciting bids to identify one (1) vendor who will ensure that required child care rates and other relevant information is collected from the provider community, analyzed and submitted in a format determined by ODJFS. This Request for Letterhead Bids (RLB) is released by ODJFS, and the subsequent contract expected to result from this RLB process will be a contract between the vendor and ODJFS.

Ohio Revised Code (ORC) 5104.04 (8)(3) requires ODJFS to contract with a third party by the first day of October in each even numbered year to collect information concerning the amounts charged by child care providers and to analyze and provide a report to the Department no later than the first day of December in each even numbered year. In addition, ORC 5104.30 (E) (I) requires ODJFS to establish reimbursement ceilings for providers that serve publicly funded children no later than the first day of July in each odd numbered year.

Additionally, the Code of Federal Regulations (CFR) §98.45(c) requires that each state develop and conduct a statistically valid and reliable survey of the market rates for child care services.

This procurement opportunity is available to vendors that are a state-supported public college or university, research agency, non-profit agency or business located in the state of Ohio. The ODJFS Office of Family Assistance (OFA) will administer the contract and will be responsible for state level supervision. OFA will designate a staff member as the ODJFS Contract Manager to provide on-going supervision of the contractor selected through this RLB process. The contract period for this project is expected to run from approximately September 1, 2018 to June 30, 2019. In the event that further funding becomes available, this contract may be renewed through June 30, 2021, if ODJFS, at its sole discretion, opts to renew funding with the contractor. Any such renewals will be contingent upon available funding, all necessary contractual and funding approval, and the satisfactory performance of the contractor. Any renewal is at the sole discretion of ODJFS.

ODJFS will only accept bids from vendors that demonstrate their capability of providing services as described in this RLB. For the purpose of this RLB, the term "vendor" shall be defined as an organization interested in this opportunity. The term "contractor" is used in reference to the successful vendor selected through this RLB.

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

II. Time and Date of Submission

Bids must be prepared and submitted in accordance with instructions found in this section and must be received by ODJFS, Office of Contracts and Acquisitions (OCA) no later than 3:00 p.m., August 15, 2018. Bids received after this date and time will not be reviewed. Material mailed or submitted separately will not be accepted or added to the bid by staff of ODJFS. Faxed bids will not be accepted. Bids must be addressed to:

Office of Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, OH 43215

For hand delivery on the due date, vendors must allow sufficient time for traffic incidents, downtown parking considerations, and for security procedures in the lobby of the Rhodes Office Tower (address above) and again on the 31st Floor. OCA will accept bids at any time during normal ODJFS business hours prior to the posted submission deadline.

All bids must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline will not be included in previous submissions nor be considered. No confirmations of mailed bids received will be sent. ODJFS is not responsible for bids incorrectly addressed or for bids delivered to any ODJFS location other than the address specified above.

III. Anticipated Procurement and Project Timetable

July 20, 2018	ODJFS releases RLB on ODJFS and DAS websites - RLB becomes active; vendors may submit inquiries for RLB clarification.
August 6, 2018	Vendor Q & A Period closes, 8:00 a.m. - No further inquiries for RLB clarification will be accepted.
August 15, 2018	Deadline for vendors to submit bids to ODJFS, 3:00 p.m. - Late bids will not be considered. No exceptions will be made.
August 22, 2018	ODJFS issues Award Notification Letters - Vendors that submitted bids in response to this RLB will be sent notification of award recommendation. This is an estimated date.
September 1, 2018	Implementation* - ODJFS awards are not valid and effective until the issuance of an approved State of Ohio Purchase Order.
December 1, 2018	All project work must be completed.

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

*According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the issuance of an approved State of Ohio Purchase Order (PO). The contractor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the PO approval date. The ODJFS Contract Manager will notify the contractor when the requirements of ORC Section 126.07 have been met.

IV. Internet Question and Answer Period; RLB Clarification Opportunity

Vendors or other parties may ask clarifying questions regarding this RLB via the internet during the Q & A Period as outlined in Section III. Anticipated Procurement and Project Timetable. To ask a question, vendors must use the following internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov>;**
- * **Select “Doing Business with ODJFS” from the bottom of the page;**
- * **Select “RFP’s” from the left side column;**
- * **Select RLB Number JFSR1819178147R from the list of competitive opportunities;**
- * **Follow the link to the dedicated web page;**
- * **Select “Submit Inquiry” near the bottom of the web page;**
- * **Follow instructions there for submitting questions; or, to view posted questions and answers;**
- * **Select “View Q and A” near the bottom of the web page.**

Questions regarding this RLB must reference the relevant section of this document, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the vendor (or other party), the company 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 RLB provision or location within the RLB, or which do not include identification of the originator of the question. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions. Questions submitted after 8:00 a.m. on the date the Q & A period closes will not be answered.

ODJFS’ responses to all questions asked via the Internet will be posted on the webpage dedicated to this RLB for public reference by any party. ODJFS will not provide answers directly to the vendors (or any party) that submitted the question.

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. ODJFS strongly encourages vendors to ask questions early in the Q & A period so that answers can be posted with sufficient time for any possible follow-up questions.

Bids in response to this RLB are to take into account any information communicated by ODJFS in the Q & A process for the RLB. It is the responsibility of all vendors to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RLB. ODJFS is not responsible for the accuracy of any information regarding this RLB that was obtained or gathered through a source other than from the Q & A process described in this RLB.

Requests for copies of any previous solicitations (RFPs, RLBs, RFGAs, etc.) or for past vendor proposals, score sheets, or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RLB. ODJFS will only answer those questions which pertain to issues of RLB clarity, and which are not requests for public records.

Should vendors experience technical difficulties accessing the ODJFS webpage dedicated to this RLB, they may contact ODJFS OCA at (614) 728-5693 for guidance.

V. Vendor Qualifications

Bids must address all the following mandatory qualifications as well as organizational and staff experience and capabilities:

A. Mandatory Vendor Qualifications

To be considered for the Purchase Order expected to result from this RLB, ODJFS requires that vendors must meet, at minimum, all the following qualification requirements:

1. ODJFS will only consider bids from vendors that are a state-supported public college or university, research agency, non-profit agency or business located in the state of Ohio;
2. ODJFS will only consider bids from vendors with a minimum of two (2) years of experience in the field of market or business market research;
3. ODJFS will only consider bids from vendors who have completed at least two (2) similar projects as defined in the Scope of Work, Section VI., A. within the last five (5) years. The vendor must demonstrate successful completion through a description of each project, a final report summary and contact information for the owner or awarder of each project. Experience must be demonstrated by providing final report summaries, a description of the projects being used as examples, and contact information from the awarder of the project; and
4. ODJFS will only consider bids from vendors who identify a project manager, by position and by name, with at least one (1) year of experience leading/managing projects involving market research and data analysis as well as cost analysis. The project manager should have a Master's Degree in the one of the following fields: business administration, public administration, mathematics, finance, statistics and/or quantitative management; and
5. ODJFS will only consider bids from vendors who identify additional staff considered to be key to the project's success. Provide a list of key staff, full-time or part-time, their relevant education and work experience (including the subject and duration) and the duties they will perform under this project. Key vendor staff must possess statistical analysis education. Bids lacking evidence of the mandatory education for staff in key positions shall be disqualified from consideration.

Vendors which do not meet all the above qualifications will be disqualified from further consideration.

B. Organizational Experience and Capabilities

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

1. Provide samples of at least two (2), but no more than four (4), similarly sized projects completed in the past five (5) years that demonstrate expertise in market research and data analysis on a statewide or national basis. The sample shall include a description of the project, a final report summary and contact information for the owner or awarder of the projects;
2. Provide a current organizational chart and specify the management and personnel who will be assigned to this project.

C. Staff Experience and Capabilities

Bids are to demonstrate the vendor's significant expertise by assigning highly qualified staff to key leadership roles for this project. Bids must include professional profiles or resumes for all persons identified for key positions. Bids are to provide detailed information explaining how and to what degree the vendor's proposed staff possesses experience that is relevant to ODJFS' needs. This information will be scored by ODJFS as part of the detailed bid evaluation and scoring process.

Bids are to demonstrate significant expertise by assigning a full-time staff to key leadership roles for this project. The vendor is to, at minimum:

1. Identify, by position and by name, those staff they consider key to the project's success; and

2. Document that key staff have relevant education and work experience (including the subject and duration) and the duties they will perform under this project.

IMPORTANT: It is the affirmative responsibility of the vendor submitting a bid to remove all personal confidential information (such as home addresses and social security numbers) of vendor from resumes or any other part of the bid package. Following submission to ODJFS, all bids submitted may become part of the public record.

VI. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

A. Scope of Work

ODJFS is seeking a contractor to conduct the research and analysis of the child care market rate survey. The contractor will work with OOJFS to accomplish the following:

1. Creating the new survey, or modifying the existing survey, as needed, to obtain current information on the unsubsidized rates and any additional fees child care providers charge for child care services. The contractor will be provided with a copy of the current survey at the initial meeting with ODJFS representative(s);
2. Collecting and analyzing data within the first months after the contract is finalized that will current rates and additional amounts charged to families for child care services for four types of child care providers; licensed centers, approved day camps, Type A Home, and Type B Home providers, including geographic location of providers and ages of children served. The project goal is to collect and analyze rate information on unsubsidized rates that Ohio child care providers charge to the public and to identify barriers to participation in the publicly funded child care program. The analysis shall take into consideration that the rates may vary by age of child, the amount of time the child is in care and the geographic location of the provider within the state. The contractor shall focus on three enrollment categories (full-time, part-time, and hourly). The survey must be released to providers by October 1, 2018.
3. Collecting the contractor's own data and using data provided by the Ohio Child Care Resource and Referral Association (OCCRRA) and ODJFS in its analysis and final report;
4. Creating or modifying a collection survey tool that can be published and used on-line through the ODJFS website and/or via email. The survey questions shall be approved by ODJFS before its publication and release. ODJFS may require the contractor to present the final draft survey to the Ohio Early Childhood Advisory Council (ECAC) as well as Child Care Advisory Council (CCAC) prior to the release of the survey, if determined by ODJFS;
5. Creating a methodology and process to collect data from child care providers who do not respond to the survey. This follow-up process may need to utilize electronic communication, direct mailing and telephonic follow-up; and
6. Presenting the information in reports to ODJFS that may be published, as well as presenting the analysis in meetings to groups such as the Early Childhood Advisory Council and the ODJFS Child Care Advisory Council after the data is collected and analyzed. The final analysis report will be delivered to ODJFS no later than December 1, 2018.

B. Specifications of Deliverables

The contractor will:

1. Participate in the first planning meeting within (10) days of issuance of a PO and additional meetings as needed with representatives of ODJFS, at a time and location mutually agreed upon by ODJFS and the contractor, to address the following:
 - a. Create the new survey or modify the current survey, as needed, to obtain information on the unsubsidized rates and any additional fees child care providers charge for child care services. The contractor will be provided with a copy of the current survey at the initial meeting with ODJFS representative(s);
 - b. Define the population of child care providers to be included in the survey;
 - c. Create operational definitions of child care service categories where unsubsidized rate distributions will be estimated and the percentiles reported;
 - d. Review data elements to be captured by the survey instruments (questionnaires);
 - e. Determine the degree to which data collected by OCCRRA can be used in place of the contractor's direct collection of data;
 - f. Determine whether the data collected via the ODJFS provider portal can be used in conjunction with survey questionnaire data to supplement estimation of rates; and
 - g. Develop a protocol to reach all licensed child care providers, as well as the registered providers whose addresses are only known to OCCRRA.
2. Create or modify the existing survey materials and questionnaire in accordance with information provided at the planning meetings. The materials will potentially include advance letters, reminder postcards, cover letters, and the actual questionnaire;
3. Present final draft survey materials prior to the release of the survey questionnaire as well as the analysis findings to CCAC and ECAC meetings. The contractor and ODJFS representatives will be present at the meetings;
4. Administer the survey by performing the following:
 - a. Create an email mailing list from the database provided by ODJFS containing the mailing addresses of approximately eight thousand, five hundred (8,500) licensed and approved child care providers;
 - b. Create a survey tool that allows providers to complete and submit on line or in a paper format. The tool should also allow the provider to close the survey tool and re-enter at a later date at the same point as when closed, with all previously entered data saved. This tool should also allow a provider to re-read and edit the entire survey questionnaire before submitting;
 - c. Select a random sample of child care providers from the database and request of them their current rate sheets electronically or via standard mail. This information, along with rates entered into the ODJFS Provider Portal, will be used for a Quality Assurance analysis;
 - d. Prepare the general survey materials and the survey materials that will be tailored for the quality assurance sample. The general survey materials will include, at minimum:

- i. An advance notification email message;
 - ii. A survey questionnaire;
 - iii. A follow up "Reminder" postcard; and
 - iv. A follow up survey package for child care providers that did not submit the initial survey to be mailed via United States Postal Services (USPS).
 - e. Distribute the general survey materials to each child care provider on the mailing list via e-mail in the following order:
 - i. Email the advance notification letter;
 - ii. No later than one (1) week after mailing the advance notification letter email the survey questionnaire;
 - iii. Two (2) weeks after emailing the survey questionnaire, mail the follow-up Postcard via USPS;
 - iv. Maintain a Frequently Asked Question and Answer site that providers can use as they complete the survey; and
 - v. Six (6) weeks after emailing the survey questionnaire, email the follow-up survey package to the child care providers that did not respond to the initial survey questionnaire.
5. Design a survey receipt, review, and storage process and a data entry process that will include the following activities:
 - a. Ensure adequate funding of survey material and postage costs prior to administration of the survey. Decrease costs by sending survey materials via email and bulk mail;
 - b. Receive the surveys via email, fax or USPS mail. Store the surveys in a secure location for six months after the final report is submitted to ODJFS;
 - c. Review each survey to ensure reasonableness of the information contained in the survey and to clarify any substantive issues related to respondent information; and,
 - d. Enter the survey data into an electronic database.
6. Design and execute a data review and editing process to ensure the integrity and quality of the data entered into the survey database. Include alternate methods of capturing data from areas of the state with low response rate, to include valid analysis and inclusion into the final analysis;
7. Use the quality assurance analysis to judge quality and consistency of respondent rates reported on completed survey documents as follows:
 - a. Compare the rate reported in the completed survey instruments to rates reported on the rate sheets submitted by the randomly selected child care providers;
 - b. Use the information provided on each rate sheet to complete survey questionnaires and store separately from the overall survey responses;

- c. Compare the values from these responses to the values in the data base of the overall survey responses to determine the magnitude of differences; and
 - d. Perform statistical tests to determine whether either rate is significantly under or over reported.
8. Develop statistical methodologies for internal use to conduct the following analysis of surveys received via email from child care providers:
 - a. Response rate analysis, including a scoring technique to effectively weigh survey responses;
 - b. County grouping strategy;
 - c. Estimation of the rate distribution and reporting of percentile estimates within each service category by county grouping segments;
 - d. Assessment of the degree to which data provided by OCCRRA can be utilized in conjunction with future surveys to validate survey responses or to serve as a substitute for a direct survey of some populations in the future; and
 - e. Assessment of the degree to which the data provided by the provider portal can be used with this and future surveys. A comparison analysis of the rates reported by providers in the provider portal to their rates reported to OCCRRA and on the survey instrument will be produced to judge quality and consistency.
9. Prepare a written report that documents the survey results and analyses of Item 8 of this Section. The report will summarize the results of the quality assurance comparisons contained in Item 7 of this Section. A presentation will also be created for presentation of the survey results at various ODJFS meetings as requested.
10. At the request of ODJFS, the contractor will perform ad hoc reporting on the results obtained from the survey. These analyses may include the following, but not be limited to:
 - a. Determining the factors that most significantly contributed to any rate changes;
 - b. Determining the total costs that would be associated with an adjustment of reimbursement rates to new levels; and
 - c. Assessing the degree to which an adjustment of reimbursement rates may impact the rates charged to the general public by childcare providers.

VII. Contractor Compensation

On the Cost Proposal Form (Attachment D.), vendors are to propose their firm, fixed, all-inclusive cost for each deliverable. The proposed cost for each deliverable are to represent the entire cost the vendor offers for the full and successful completion of that deliverable. ODJFS will award up to a maximum of \$100,000.00 total for the contract period of September 20, 2018 through June 30, 2019.

Vendors are to use their business expertise in pricing the work described in this RLB, taking into consideration any intervening steps or activities that must be performed to complete the work, and offer their costs accordingly, even if ODJFS does not explicitly identify those intervening costs in this RLB. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RLB.

XI. Format of Submission

Vendors must submit five (5) copies of their bid in hard copy and one (1) copy of their bid on non-rewritable compact disc (CD) in Microsoft Word, Microsoft Excel, or Adobe Portable Document Format (PDF). If there is any discrepancy between the paper copy and the electronic copy of the bid, and ODJFS will base its evaluation of the vendor bid on the paper copy.

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

Tab 1. Attachment A. – Required Vendor Information & Certifications Document

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

Attachment A., Section II. – Standard Affirmation and Disclosure Form Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every vendor seeking to do business with ODJFS. This must be submitted as part of the response to any solicitation. Failure by any vendor to complete, sign, and return the Affirmation and Disclosure Form with its application will result in rejection of the bid as being non-responsive and disqualified from further consideration.

The signed originals of the above referenced forms (Attachment A., Sections I. and II.) are to be provided in the vendor's original bid. Photocopies of the completed and signed forms must also be provided with each of the required copies. The above referenced forms must also be included in the Technical Proposal CD.

Tab 2: Vendor Qualifications

The Technical Proposal must include all documents and information as outlined in Section V, Vendor Qualifications, demonstrating how the vendor and its staff meet the requirements, specifically:

- Sub-Tab 2a.** Mandatory Vendor Qualifications
- Sub-Tab 2b.** Organizational Experience & Capabilities
- Sub-Tab 2c.** Staff Experience and Capabilities

Tab 3: Scope of Work & Specifications of Deliverables

The Technical Proposal must include detailed descriptions of work plan proposed and a discussion of how the plan will meet the definitions of requirements listed in Section VI. of this RLB in this tab.

Tab 4: Cost Proposal

Attach the cost summary quote for this project as indicated accordingly on Attachment D, Cost Proposal Form.

XII. Selection Process

Vendors submitting a bid will be evaluated based on the capacity and experience demonstrated in their Technical Proposal. All bids will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, OIS. Vendors should not assume that the review members are familiar with their current work activities with ODJFS. Bids containing lack of sufficient detail, poor organization, lacks proofreading and unnecessary use of self-promotional claims will be evaluated accordingly.

Final selection of a contractor will be based upon the criteria specified in Sections II., V., VI., VII., and XI. of this RLB. The PRT reserves the right to reject any and all bids, in whole or in part, received in response to this request. The PRT may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. ODJFS reserves the right to require clarification of any information provided in vendor bids. In scoring the bids, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

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

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

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

A maximum of **300** points will be possible for the Technical Proposal. A Technical Proposal must achieve a total of at least **228** points (indicating that the vendor is capable of successfully performing contractual duties) out of the possible **300** points to qualify for continued consideration. Any bid which does not meet the minimum required Technical Proposal points will be disqualified from any further consideration and its Cost Proposal will neither be opened nor considered.

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

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

The Cost Proposal will be reviewed by ODJFS. The grand total of each technically qualified vendor’s Cost Proposal is divided by that vendor’s final Technical Proposal score. This compares the cost with the quality of the Technical Proposal, which will provide an average cost-per-quality point earned on the Technical Proposal.

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

D. DISQUALIFIERS FOR PROPOSAL ERRORS:

Any vendor’s Technical Proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business

volume of the vendor is not considered to be such prohibited cost information, and may be included in any vendor's Technical Proposal as information on business capacity and stability.

Any trade secret, proprietary, or confidential information (as defined in Section X.E. of this RLB) found anywhere in a vendor's bid shall result in immediate disqualification of that vendor's bid.

XIII. RLB Process Information and Other Contractual Requirements:

A. State Contracts

Vendors must list any current contracts held with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must report this information in the Required Vendor Information and Certifications Document (Attachment A.) and include the completed document in the proposal as specified in Section VIII. of this RLB.

B. Interview

Vendors may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, will include participants from the Office of Family Assistance. ODJFS reserves the right to select responding vendors for interviews and may not interview all vendors. The vendor shall bear all costs of any scheduled interview.

C. Start Work Date

The contractor must be able to begin work no later than seven (7) business days after the time funds are encumbered and approved by the Office of Budget and Management. The contractor will be notified by the ODJFS Contract Manager when work may begin.

D. Bid Costs

Costs incurred in the preparation of this bid are the responsibility of the vendor; ODJFS will not contribute in any way to the costs of the preparation.

E. Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in ORC 1333.61 in their bids in response to any ODJFS procurement effort. ODJFS shall consider all bids or similar responses voluntarily submitted to any ODJFS procurement document to be free of trade secrets, and such bids if opened by ODJFS will, in their entirety, be made a part of the public record. Any bids submitted in response to any ODJFS procurement efforts which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

All bids and any other documents submitted to ODJFS in response to any procurement effort shall become the property of ODJFS. This RLB and, after the selection of a vendor for award, any bids received in response to solicitation that have been opened, reviewed and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term "bid" shall mean both the Technical Proposal and the Cost Proposal submitted by a vendor, and, if opened, any attachments, addenda, appendices, or sample products.

F. Contractual Requirements

1. Any contract resulting from the issuance of this RLB is subject to the terms and conditions as provided in the model contract, which is included as Attachment B. of this RLB;
2. Payments for any and all services provided pursuant to the award are contingent upon the availability of state and federal funds;

3. All aspects of the award apply equally to work performed by any and all subcontractors;
4. As a condition of receiving a PO from ODJFS, the contractor shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3119, 3121, 3123, and 3125 of ORC. The contractor must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law; and

G. Travel Reimbursement

Travel should be included in the overhead, per diem, or the hourly rates which are built into the cost of the deliverables.

H. Public Release of Evaluations and/or Records

Public release of any evaluation or monitoring reports funded under the PO resulting from this RLB will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a thirty (30) day period for review and comment.

I. Confidentiality

All awards will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential other than to fulfill the contractual duties of specified in this RLB. The contractor agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the PO, and may result in legal action.

J. Ethical & Conflict of Interest Requirements

1. No contractor or individual, company or organization seeking an award shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
2. No contractor or individual, company or organization seeking an award shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
3. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any vendor or contractor who violates the requirements and prohibitions defined here or of Section 102.04 of ORC is subject to termination of the PO or refusal by ODJFS to award a PO; and
4. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of ORC may be prosecuted for criminal violations.

K. Unresolved Findings for Recovery (ORC 9.24)

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

L. Mandatory Contract Performance Disclosure

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

M. Mandatory Disclosures of Governmental Investigations

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

N. Vendor Selection Restriction

Any vendor deemed not responsible, or who has submitted a proposal deemed not to be responsive to the terms of this RLB, shall not be awarded the resulting PO.

O. Waiver of Minor Proposal Errors

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

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

As a condition of receiving a PO from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 C.F.R. 164.501 and any amendments thereto.

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

Q. Caveat

ODJFS is under no obligation to issue a PO, as a result of, this or any solicitation if, in the opinion of ODJFS and the PRT, none of the bids are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor

should ODJFS decide not to proceed. Changes in this RLB of a material nature will be provided via the webpage dedicated to this solicitation. All vendors are responsible for obtaining any such changes without further notice by ODJFS. After issuance of an award letter, ODJFS reserves the right to rescind the award and choose the next most responsive and responsible vendor, if ODJFS and the recommended vendor are unable to come to a mutually acceptable agreement.

XV. Communications Prohibitions

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

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section IV: Question & Answer Period; RLB Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RLB;
3. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RLB. ODJFS will post revisions, amendments, etc. to the webpage dedicated to this RLB; and
5. Any Public Records Request (PRR) made to the ODJFS Office of Legal Acquisition Services (OLAS).

If a vendor has a need to communicate regarding this RLB, they must contact ODJFS using one of the mechanisms provided for in this section. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered. Any attempts at prohibited communications by a vendor may result in the disqualification of that proposal.

XVI. Protests

Any vendor objecting to the award of a PO resulting from the issuance of this RLB may file a protest of the award of the PO, or any other matter relating to the process of soliciting the bids. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual vendor objecting to the award of a PO resulting from this RLB. The protest shall be in writing and shall contain the following information:
 1. The name, address, telephone number, and e-mail address of the protestor;
 2. The name and number of the RLB being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS OCA within the following periods:
 1. A protest based on alleged improprieties in the issuance of the RLB or any other event preceding the closing date for receipt of bids which are apparent or should be apparent prior to the closing date for

receipt of bids shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section III., Anticipated Procurement and Project Timetable, of this RLB.

2. If the protest relates to the announced intent to award a PO, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding vendors regarding ODJFS' intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period;
3. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the Department's procurement system. An untimely protest is one received by ODJFS OCA after the time periods set forth in Item B. of this section;
4. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
5. When a timely protest is filed, an award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor who would have been awarded the PO shall be notified of the receipt of the protest; and
6. ODJFS OCA shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

SECTION XVII. ATTACHMENTS AND APPENDICES

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

Thank you for your interest in this project.

Attachment A

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

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services does not assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	
7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	

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

9. Mandatory Vendor Certifications:

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

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

AND

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

AND

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

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

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2013) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

11. Vendor and Grantee Ethics Certification

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

(1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.

(2) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

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

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

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

14. Location of Business Declaration: Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE "LOCATION OF BUSINESS FORM," WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

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

Attachment A—Section II.

Location of Business Form

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

**TEMPLATE FOR RFP
DRAFT CONTRACT NOT FOR SIGNATURE
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT FOR SERVICES
TEMPLATE**

C-1819-00-0000

RECITALS:

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

- A. ODJFS issued a Request for Proposals (RFP) titled _____, numbered _____, and dated **[DATE]**, which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Proposal of CONTRACTOR, submitted by CONTRACTOR on **[Date]** which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.
- D. Key personnel that are identified by the CONTRACTOR as critical to the success of the Contract may not be removed without a reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

ARTICLE I. PURPOSE; DELIVERABLES

- A. CONTRACTOR will perform its responsibilities (Deliverables) under this Contract in accordance with the RFP and the Proposal. The responsibilities are summarized as follows:
- B. The ODJFS Contract Manager is **ODJFS Contract Manager Name**, or **his/her** successor.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 business days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODJFS pursuant to the notice provisions of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. **Ownership of Deliverables.**
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to

use such copyrighted material in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

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

D. [UNIVERSITY] The Deliverables produced by CONTRACTOR under this Contract will be copyrighted in the name of CONTRACTOR. CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any Deliverable either in whole or in part, and to produce derivative works. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODJFS will treat Deliverable products as the intellectual property of CONTRACTOR for purposes of ORC 149.43. CONTRACTOR further reserves the right to use the Deliverables produced under this Contract for research and academic purposes, including the right to publish the work in scholarly journals or other academic publications.

- E. The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use:
- a. The copyright in all products developed under the federal grant, including products developed through a subcontract under the federal grant; and
 - b. Any rights of copyright to which ODJFS or CONTRACTOR purchases ownership with federal grant funds (including but not limited to curricula, training models, technical assistance products, and any related materials).

Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. CONTRACTOR may not use federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the U.S. Department of Labor has a license or right of free use in such work.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from _____ or the date of issuance of an approved State of Ohio purchase order, whichever is later, through _____, unless this Contract is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to

Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT Dollars (\$TOTAL)**. ODJFS will pay an amount up to **SFY1 AMT Dollars (\$SFY 1)** for State Fiscal Year (SFY) **2018, and up to SFY2 AMT Dollars (\$SFY2) for SFY 2019**, expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. It is further agreed that reimbursement of travel expenditures shall not exceed **[SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel)** for SFY **[SFY1]** and **[SFY2 Travel Dollar Amount] Dollars (\$SFY2)** for SFY **[SFY2]**, which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this Section and further agrees to submit all claims to the ODJFS Contract Manager for approval prior to submitting a claim for reimbursement.
- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Contract Manager as long as the total amounts per SFY and the total overall Contract amount remains unchanged. Any changes to the travel costs will require a written amendment to this Contract.
- D. Compensation will be paid **upon completion of the Deliverables** pursuant to CONTRACTOR's **accepted budget [or cost proposal] as incorporated below [or as attached]**.
- E. CONTRACTOR will submit a detailed invoice(s) on a **one-time, monthly, quarterly, annual** basis to the ODJFS, **Contract Manager, Office, Office Address OR Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215**. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract; Deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
 5. Description of Deliverables performed during the billing period; and
 6. Other documentation requested by the ODJFS Contract Manager.
- F. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Contract.
- G. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. CONTRACTOR must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

- H. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- I. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same SFY, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

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

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

- D. Unless otherwise provided for in this ARTICLE, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODJFS has notified CONTRACTOR 2 times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The 2 notices do not have to relate to the same obligation or type of failure. After the second notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate. If ODJFS does not give timely notice of a breach to CONTRACTOR, ODJFS has not waived any of its rights or remedies concerning the breach.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables and refusing any additional orders;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status and percentage of completion of all Deliverables, including the results accomplished and the conclusions reached through Deliverables;

4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Contract whether completed or not; and
 5. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODJFS will be entitled to utilize another contractor to complete the Deliverables of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of this Contract.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR

further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.

- A. [UNIVERSITY] ODJFS agrees that any media (including documents, reports, data, photographs, negatives, electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR; however, CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media.
- B. All ODJFS information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61. CONTRACTOR will defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, Title 2 of the Code of Federal Regulations (CFR) Part 200. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is **INSERT RECORDS SCHEDULE [Must be minimum of 3 years, 2 CFR 200.333]**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance with any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODJFS, CONTRACTOR agrees to pay all costs, damages and expenses associated with any cause, action or litigation arising from such destruction.
- G. If applicable, CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (42 USC 1320d through 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health

Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. **It is agreed that line item budget modifications may be made, in writing, upon approval by the ODJFS Contract Manager without a written amendment pursuant to ARTICLE III.** Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 business days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within 3 years preceding this Contract neither CONTRACTOR nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
 3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which

would identify CONTRACTOR as having more than one unfair labor practice contempt of court finding.

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

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

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

2. **Fair Labor Standards and Employment Practices.**

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

3. **Ethics and Conflicts of Interest Laws.**

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

- b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, 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 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - d. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations, and is in compliance with 45 CFR 2543.87 the Byrd anti-lobbying amendment.
 - b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, CONTRACTOR agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
10. [Use when the program area is requiring or Contractor's Proposal includes MBE set aside for subcontractor's] **MBE Requirement.**
- a. CONTRACTOR is required to seek and set aside at least ____% of the cost of work for qualified Minority Business Enterprises (MBE). In seeking MBE subcontractors, the CONTRACTOR must utilize a competitive process to which only Ohio certified MBEs may respond and require the MBE to maintain their certification through the term of the agreement, including any renewals.
 - b. CONTRACTOR shall indicate on all invoices submitted to ODJFS the dollar amount attributed to the goods or services provided by the MBE subcontractors along with documentation of the MBE subcontractor's activities. CONTRACTOR shall report its monetary payments to the MBE subcontractor under this Contract monthly to the ODJFS Contract Manager.
 - c. CONTRACTOR may apply for a modification or waiver of the 15% MBE subcontractor set-aside requirement, however, such modification or waiver request may be submitted no earlier than 6 months from the contract award and no later than 2 months of the completion of the contract, whichever is sooner. CONTRACTOR may apply in writing, on a form prescribed by ODJFS, for a waiver or modification of the MBE set-aside requirement from the ODJFS Contract Manager. CONTRACTOR shall submit evidence acceptable to ODJFS demonstrating that the CONTRACTOR made a good faith effort to seek MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, ODJFS will determine whether CONTRACTOR's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, CONTRACTOR will have an opportunity to attain the requirement before the completion of the work. If CONTRACTOR fails to attain the requirement, CONTRACTOR may be found in non-compliance with the terms of the contract.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
- [PUBLIC UNIVERSITY] CONTRACTOR, a public university, certifies that by executing this Contract, it has reviewed and understands ODJFS's obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Contract outside of the United States. [delete a-d]
- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
 - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and

- (3) The principal location of business for the contractor and all subcontractors.
- c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

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

11. **[PRIVATE ENTITY] Combating Trafficking in Persons.**

- a. CONTRACTOR agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this Contract by reference.
- b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:
- (1) Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
 - (2) Procuring commercial sex acts during the period of performance of the Contract; or
 - (3) Using forced labor in the performance of the Contract.
- c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
- d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.

11. **[PUBLIC UNIVERSITY] Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), this Contract may be terminated without penalty if CONTRACTOR or any subcontractor paid with Contract funds:

- a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Contract or any subcontracts or subagreements are in effect; or
- b. Uses forced labor in the performance of activities under this Contract or under any subcontracts or subagreements.
- c. CONTRACTOR agrees that it shall notify, and require all of its subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph.

- d. **ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.**
12. **Civil Rights Assurance.** The CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
13. **Clean Air Act and Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Energy Policy and Conservation Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Regional Office of the USEPA and ODJFS.
15. **Solid Waste Disposal.** CONTRACTOR agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding federal fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.
16. **Rights to Inventions.** If applicable, if any products or services under this Contract meet the definition of "funding agreement" under 37 CFR 401.2(a), and CONTRACTOR enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable federal and state regulations.
17. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.
18. **[If applicable, any other terms of the federal award Insert here.]**

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law. **CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODJFS is required to provide individuals and business entities with fewer than 5 employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODJFS has notified**

CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than 5 employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than 5 employees, please complete page 3 of Attachment A.

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, infringement resulting, and/or any other claims arising from the performance of the Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- B. [PUBLIC UNIVERSITY] **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Contract will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- C. [PUBLIC UNIVERSITY] **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.

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

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

ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank

ATTACHMENT C
RLB: JFSR1819178147R
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

Vendor Name: _____

The vendor must meet all of the following Phase I acceptance criteria in order to be considered for further evaluation. Any vendor receiving a “no” response to any of the following qualifying criteria **shall be disqualified from consideration.**

ITEM	MANDATORY ACCEPTANCE CRITERIA	RLB Section Reference	YES	NO
1	Was the bid received by the deadline as specified in the RLB?	II.		
2	Does the vendor’s submission include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A to the RLB?	Attachment A		
3	Included in those certifications, the applicant states that it is not excluded from entering into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	Attachment A		
4	ODJFS’ review of the Auditor of State website verifies that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	Attachment A		
5	Is vendor a state-supported public college or university, research agency, non-profit agency or business located in the state of Ohio?	V., A., 1.		
6	Does the vendor have a minimum of two (2) years’ experience in the field of market or business market research?	V., A., 2.		
7	Has the vendor completed at least two (2) similar projects as defined in the Scope of Work, Section VI., A. within the last five (5) years? The vendor must demonstrate successful completion through a description of each project, a final report summary and contact information for the owner or awardee of each project. Experience must be demonstrated by providing final report summaries, a description of the projects being used as examples, and contact information from the awardee of the project.	V., A., 3.		
8	Did the vendor identify a project manager, by position and by name, with at least one (1) years of experience leading/ managing projects involving market research and data analysis as well as cost analysis. The project manager should have a Master’s Degree in the one of the following fields: business administration, public administration, mathematics, finance, statistics and/or quantitative management.	V., A., 4.		
9	Did the vendor identify additional staff considered to be key to the project’s success? Did they provide a list of key staff, full-time or part-time, their relevant education and work experience (including the subject and duration) and the duties they will perform under this project? Key vendor staff must possess statistical analysis education. Bids lacking evidence of the mandatory education for staff in key positions shall be disqualified from consideration	V., A., 5.		

PHASE II: Criteria for Scoring of Technical Application

Qualifying Technical Proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS, Office of Family Assistance. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the Technical Proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RLB, and assign the appropriate point value, as follows:

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

A Technical Proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The PRT will collectively score each individual qualifying application. Technical Proposals which do not meet or exceed a total score of at least 228 points out of a maximum of 298 points, will be disqualified from further consideration, and its Cost will neither be reviewed nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the Technical Proposal Score Sheet.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
VENDOR QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
1	The vendor has provided samples of at least two (2), but no more than four (4), similarly sized projects completed in the past five (5) years that demonstrate expertise in market research and data analysis on a statewide or national basis. The sample shall include a description of the project, a final report summary and contact information for the owner or awardee of the projects.	V., B., 1.	3				
2	The vendor has provided a current organizational chart and specified the management and personnel who will be assigned to this project.	V., B., 2.	2				
STAFF EXPERIENCE & CAPABILITIES							
3	The vendor has identified, by position and by name, those staff they consider key to the project's success.	V., C., 1.	3				
4	The vendor has provided documentation that key staff have relevant education and work experience (including the subject and duration) and the duties they will perform under this project.	V., C., 2.	3				
SCOPE OF WORK							
5	The vendor has provided a plan to create the new survey, or modify the existing survey, as needed, to obtain current information on the unsubsidized rates and any additional fees child care providers charge for child care services.	VI., A., 1.	3				
6	The vendor has provided a plan to collect and analyze data within the first months after the contract is finalized that will include current rates and additional amounts charged to families for child care services for four types of child care providers; licensed centers, approved day camps, Type A Home, and Type B Home providers, including geographic location of providers and ages of children served. The project goal is to collect and analyze rate information on unsubsidized rates that Ohio child care providers charge to the public and to identify barriers to participation in the publicly funded child care program. The analysis shall take into consideration that the rates may vary by age of child, the amount of time the child is in care and the geographic location of the provider within the state.	VI., A., 2.	3				
7	The vendor has provided a plan to collect the contractor's own data and using data provided by the Ohio Child Care Resource and Referral Association (OCCRRA) and ODJFS in its analysis and final report.	VI., A., 3.	3				
8	The vendor has provided a plan to create or modify a collection survey tool that can be published and used on-line through the ODJFS website and/or via email. The survey questions shall be approved by ODJFS before its publication and release. ODJFS may require the contractor to present the final draft survey to the Ohio Early Childhood Advisory Council (ECAC) as well as Child Care Advisory Council (CCAC) prior to the release of the survey, if determined by ODJFS.	V.I, A., 4.	3				
9	The vendor has provided a plan to create a methodology and process to collect data from child care providers who do not respond to the survey. This follow-up process may need to utilize electronic communication, direct mailing and telephonic follow-up.	VI., A., 5.	3				
10	The vendor has provided a plan to present the information in reports to ODJFS that may be published, as well as presenting the analysis in meetings to groups such as the Early Childhood Advisory Council and the ODJFS Child Care Advisory Council after the data is collected and analyzed.	V.I, A., 6.	3				
11	The applicant has submitted a proposal which complies with the specified submission format.	VIII.	1				
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							

GRAND TOTAL SCORE:		
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Based upon the Grand Total Technical Score earned, does the bid proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least **228** points.)

Yes _____

No _____

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

**JFSR1819178147R: Child Care Market Survey Repost
ATTACHMENT D:
Cost Proposal Form and Instructions**

Deliverable	Total Cost for each Deliverable
1.	\$
2.	\$
3.	\$
4.	\$
6.	\$
7.	\$
Project Grand Total	\$

Cost Narrative

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