



Department of  
Job and Family Services

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

June 29, 2012

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) #: JFSR1213078035, Ohio Preferred Diabetic Supplies and Rebate Program, for the purpose of obtaining one or more manufacturers or distributors to supply and distribute diabetic supplies, including injection and testing equipment, to Ohio's Medicaid Fee-for-Service (FFS) providers, as well as establishing a rebate program for these items.

Vendor proposals submitted in response to this RFP must demonstrate the vendor's qualifications and experience, organizational strengths and capacities, and administrative preparedness for responding to the described and evolving work requirements. Vendor proposals must indicate the vendor's readiness to respond successfully by describing the vendor's organizational capacity, including its resources, capacities, skill sets, work approaches and problem-solving methods it would use to support work under this RFP. Professional agility, a dedication to high quality services, and cost-effectiveness are all necessary characteristics for success in this ODJFS project, and will be key components used in the vendor selection process.

This RFP describes the types of services expected to be required under the contract. Through responding cost proposals, each vendor must use its best business expertise to assess the level of effort each would require, and offer its firm rates or prices accordingly.

If you are interested in submitting a bid for this important project, please obtain the RFP through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. If you experience problems opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at the following telephone number:

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

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

Sincerely,

Signature on File

Jay Easterling  
Deputy Director  
Contracts and Acquisitions

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

# ***Ohio Preferred Diabetic Supplies And Rebate Program***

**RFP: JFSR1213078035**

**Ohio Department of Job and Family Services**

# Ohio Preferred Diabetic Supplies and Rebate Program RFP

RFP: JFSR1213078035

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**ODJFS REQUEST FOR PROPOSALS (RFP):**  
**Ohio Preferred Diabetic Supplies and Rebate Program**

**RFP: JFSR1213078035**

**SECTION I.           GENERAL PURPOSE**

**1.1    Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of obtaining a contract with one or more manufacturers or distributors to supply and distribute diabetic supplies, including injection and testing equipment, to Ohio's Medicaid Fee-for-Service (FFS) providers, as well as establish a rebate program for these items. Ohio Medicaid's Preferred Diabetic Supplies and Rebate Program includes outreach, product distribution, rebate payment and account management, program marketing, and consumer and provider relations. Through the program, ODJFS expects to enhance quality control and quality assurance safeguards, thus allowing implementation of several cost-containment strategies. For the purpose of this RFP, all references to "manufacturer" include distributors. ODJFS is seeking manufacturers who are experienced in furnishing diabetic supplies to a statewide Medicaid program and participating in a rebate program.

This RFP is released by and the subsequent contract(s) will be between ODJFS and the selected manufacturer(s) and will establish preferred products status on the Ohio Medicaid Preferred Drug List (PDL) and a rebate program for diabetic testing and injection supplies. The ODJFS Office of Ohio Health Plans (OHP), which will administer the contract, will be responsible for supervision of all activities of the selected manufacturer(s) related to this program.

**1.2    Background**

ODJFS has oversight and policy management responsibility for Ohio's Medicaid and Children's Health Insurance program (Titles XIX and XXI of the Social Security Act, combined into the Ohio Medicaid program), which provides health care services for eligible consumers and reimburses providers for those services, including pharmaceutical-related products. ODJFS currently contracts with Xerox, formerly ACS State Healthcare, to assist in the administration of the pharmacy benefit. Xerox's involvement includes claims processing, maintenance of the Preferred Drug List (PDL) and issuance of prior authorizations.

Beginning February 2010, diabetic supplies were moved to the OHP pharmacy point of sale billing system. One advantage to this move is that billing transitioned from the use of Healthcare Common Procedure Coding System (HCPCS) codes to National Drug Codes (NDCs). A single alpha-numeric HCPCS code represents broad categories of similar products from many manufacturers. For this reason HCPCS codes cannot produce the detailed utilization data required to administer a manufacturer rebate program. The NDC, however, is a unique 11-digit numeric identifier assigned to each individual product. This code identifies the labeler or manufacturer, product, and package size, which enables the Medicaid program to know precisely what product is being dispensed. This level of specificity is needed for a rebate program.

ODJFS reimburses pharmacy providers for dispensing diabetic supplies to eligible consumers enrolled in the Medicaid FFS program. The current reimbursement amount for diabetic products for this program is contained in Ohio Administrative Code (OAC) rule 5101:3-9-02. Responders to this RFP are encouraged to review this rule. ODJFS will reduce the quantity of diabetic test strips allowed without prior authorization to 100 per month from the current 200 per month at the implementation of this program.

Diabetic testing supplies for Ohio Medicaid consumers who are also eligible for Medicare Part B are not covered under this RFP and the resulting contract because Medicare is the primary payer. Claims for these dually eligible consumers will continue to be billed to Medicare, with Ohio Medicaid paying the Medicare Part B co-insurance. Supplies for injection of insulin are covered by Medicare Part D, with Ohio Medicaid having no payment responsibility. Preferred products will not be enforced for dually eligible consumers.

### **1.3 Overview of the Project**

The overarching goal of the Ohio Preferred Diabetic Supplies and Rebate Program is to design and implement a comprehensive system that ensures the adequate supply and prompt delivery of high-quality products in a manner that satisfies consumers, controls utilization, and reduces program cost. There will be no increase in the overall per capita quantity of products used by consumers as a result of this bidding process. Because of the change to a maximum of 100 test strips per month available without prior authorization, ODJFS anticipates the number of test strips dispensed may decrease. The selected manufacturer(s) will play a significant role in the promotion and success of this program by educating pharmacists, prescribers and consumers about the requirement for preferred products, consistent with appropriate OAC rules governing the administration of these procedures and supplies.

The Ohio Preferred Diabetic Supplies and Rebate Program is designed to ensure that participants find the program:

- Is easy to use
- Provides a high quality product
- Offers minimal administrative costs for participating providers
- Provides prompt and responsive consumer assistance

The selected manufacturer(s) will design and operate the program with ODJFS oversight so that ODJFS' objectives and specifications are met in accordance with applicable

rules, statutes and regulations. The selected manufacturer(s) must also provide administrative reports and other requested information.

ODJFS is requesting proposals for diabetic supplies, including injection and testing equipment, to be designated as Preferred Diabetic Supplies. Proposals may be submitted by manufacturers of diabetic supplies that can provide rebates, as well as products and services described in this RFP. Two categories of products are included in this RFP: testing supplies (including blood glucose meters, test strips, lancets), and injection supplies (including insulin syringes and pen needles). The selected manufacturer(s) must provide a line of products from one or both categories that will meet the needs of enrolled consumers. A fully executed contract with a selected manufacturer(s) for a preferred product will result in that product being one of a limited number of products in that category available for Medicaid reimbursement. Products from non-selected manufacturers would be payable only when an exception to coverage is approved to assure the best health of a consumer (i.e., prior authorization due to medical necessity).

#### Special Terms and Conditions

**Subcontractors:** The use of subcontractors will be permitted. If a manufacturer plans to use subcontractor(s), this needs to be specified in the proposal along with identification of the proposed subcontractor(s), the service(s) to be provided, and the qualifications of the subcontractor(s) to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor.

The contract with the primary contractor will bind sub- or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of ODJFS under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub- or co-contractor, so that the sub- or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub- or co-contractor and ODJFS. The proposed subcontractors must be approved by ODJFS, which reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet ODJFS limitations and processing constraints. See also Section 8.9, Subcontractor Identification and Participation Information.

**Fiscal Soundness:** The selected manufacturer must be in compliance with IRS and state and local regulations, and with no currently outstanding audit findings by these regulatory authorities as related to these processes. The selected manufacturer(s) must provide a letter of commitment from a bonding company for a performance bond that must be equal to at least 5% of the total annual amount of the value of supplies covered by the contract, and the bond must remain in place through each fiscal year of the contract. The selected manufacturer(s) will provide the State with a performance bond in that amount within 5 business days of an executed contract. The most current or previous year's financial audit with the most recent "no material weakness" letter must be sent with this proposal to indicate financial viability for the project. The selected manufacturer(s) will be required to have a financial audit conducted annually and present this audit at any time, if requested. See also Section 3.1, Mandatory Manufacturer Qualifications, and Section 3.2, Organizational Experience and Capabilities.

## 1.4 Objectives of the Project

The primary purpose of the Ohio Preferred Diabetic Supplies and Rebate Program is to provide eligible consumers enrolled in the Medicaid FFS program with a cost effective, reliable source of high quality diabetic supplies. In order to meet this purpose, ODJFS must create and manage the program in cooperation with the selected manufacturer(s) so that it is not only cost effective and efficient, but also beneficial and easy to use for Medicaid consumers and participating providers. During the contract period (including any renewals), the selected manufacturer(s) must periodically demonstrate to ODJFS that the preferred product(s) is reliable, of high quality, and that the manufacturer excels in customer service.

Objectives for the Ohio Preferred Diabetic Supplies and Rebate Program contract(s) expected to result from this RFP include:

1. **Establish Guaranteed Pricing:** Through the contract(s) with the selected manufacturer(s), ODJFS will have a guaranteed net unit price (GNUP) for diabetic supplies needed for consumers enrolled in the Medicaid FFS program.
2. **Meet Supply Requirements for Medicaid Consumers:** Selected manufacturer(s) will meet the demand for diabetic supplies for the population covered under this contract.
3. **Ensure Product/Service Quality Standards:** Selected manufacturer(s) will monitor and implement service quality and correction programs as necessary during the course of the contract.
4. **Establish a Preferred Product/Rebate Program:** Selected manufacturer(s) will provide rebates to ODJFS for diabetic testing and injection supplies in exchange for being listed as a preferred product on the Ohio Medicaid Preferred Drug List (PDL).
5. **Provide Problem Resolution:** ODJFS, Medicaid providers and consumers will have access to the selected manufacturer's problem resolution system, with responses provided within an agreed-upon turnaround time.

## 1.5 Time Frames

ODJFS is seeking to contract with one or more manufacturers for preferred diabetic supplies and rebates. The contract with the selected manufacturer(s) will be for 12 months from the date of contract execution, with renewal available for two additional 12-month periods. Renewals will be determined based on manufacturer performance and cost savings to the Medicaid program.

ODJFS may, at its sole discretion, negotiate with all technically qualifying manufacturers for a revised rebate structure. Section 6.2. of this RFP establishes further information on ODJFS procedures to be implemented if this occurs.

## SECTION II. PROCUREMENT PROCESS INFORMATION

### 2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
June 29, 2012	ODJFS Releases RFP to Potential Manufacturers on DAS/ODJFS Web Sites; Q&A Period Opens - RFP becomes active - Manufacturers may submit inquiries for RFP clarification
July 13, 2012	Manufacturer Q&A Period Closes, 8 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
July 18, 2012	ODJFS provides Final Manufacturer Question & Answer Document (estimated)
<b>August 2, 2012</b>	<b>Deadline for Manufacturers to Submit Proposals to ODJFS (3 p.m.)</b> - This is the proposal opening date, beginning the ODJFS process of proposal review <b>LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.</b>
August 16, 2012	ODJFS Issues Contract Award Notification Letter (estimated) - Manufacturers that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
November 1, 2012	Implementation* (estimated– effective date of OAC 5101:3-9-02 as amended).

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

## **2.2 Internet Question & Answer Period; RFP Clarification Opportunity**

Potential manufacturers may ask clarifying questions regarding this RFP via the Internet during the Question & Answer (Q&A) Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, potential manufacturers must use the following Internet process:

- \* Access the ODJFS Web Page at <http://jfs.ohio.gov/>
- \* Select “Doing Business with ODJFS” at the bottom of the page;
- \* Select RFPs in the left panel
- \* Select RFP Number **JFSR1213078035**;
- \* Click the “Submit Inquiry” button to ask a question about the RFP; and,
- \* Follow the instructions to send an e-mail question.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential manufacturer must also include the name of a representative of the potential bidder, the company name and business phone number. ODJFS may, at its option, disregard any questions that do not appropriately reference an RFP provision or location, or do not include identification for the originator of the question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date the Q&A period closes.

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

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for reference by all potential manufacturers. Potential manufacturers' questions shall only be answered inside this forum. Clarifying questions asked and ODJFS responses to them comprise the "ODJFS Q&A Document" for this RFP. **ODJFS reserves the right to determine when to post (i.e., as received or after the closing of the Q&A period) official answers to manufacturer questions.**

Manufacturer proposals in response to this RFP are to take into account any information communicated by ODJFS in the Final Q&A Document for the RFP. **It is the responsibility of all potential manufacturers to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFP.**

Accessibility to the ODJFS Q&A Document will be clearly identified on the website dedicated to this RFP, **once that document is made available.**

**IMPORTANT:** Requests from potential manufacturers for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3 for contact information in submitting a PRR. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

Manufacturers are to base their RFP responses, and the details of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for manufacturers who choose to respond to the RFP. If manufacturers ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers. Interested manufacturers should also refer to RFP Section 1.5, Time Frames, for related information.

There is an established time period for the Manufacturer Q&A process (see Section 2.1, Anticipated Procurement Timetable). ODJFS will only answer those questions submitted within the stated time frame for submission of questions, that pertain to issues of RFP clarity, and that are not requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process that are not in accordance with these instructions.

Manufacturers experiencing technical difficulties accessing the ODJFS website where the RFP and its related documents are published may contact ODJFS Contracts & Acquisitions, RFP/RLB Unit for guidance, at (614) 728-5693.

### **2.3 Communication Prohibitions**

From the issuance date of this RFP until an actual contract is awarded to one or more manufacturers, there may be no communications concerning the RFP between any manufacturer that expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Q&A Period;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any manufacturer that could submit a proposal in response to this RFP;
3. As part of any manufacturer interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
4. Revisions, amendments, etc., posted by ODJFS to the website dedicated to this RFP;\* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal & Acquisition Services.

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

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

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

#### **2.4 Program Resource Library**

There is no specific library of documents, reports, or other information that manufacturers interested in this RFP should consider. However, a wide variety of information on ODJFS and its programs which interested manufacturers may find useful is available to the public via the ODJFS website at <http://jfs.ohio.gov>.

### **SECTION III. MANUFACTURER EXPERIENCE AND QUALIFICATIONS**

Manufacturers' proposals must address all the following minimum qualifications, as well as organizational and staff experience and capabilities:

#### **3.1 Mandatory Manufacturer Qualifications**

In order to be considered for the contract(s) expected to result from this RFP, ODJFS requires that interested manufacturers **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. Minimum of 10 years in manufacturing or distributing diabetic supplies for the retail pharmacy and/or hospital market.
- B. Minimum of three years in providing rebates to health care plans, including at least two rebate relationships of at least 12 months. Manufacturer proposals must list the plans for which they have provided rebates and the start and end-dates for each.
- C. The most current or previous year's financial audit with the most recent "no material weakness" letter.
- D. Evidence of a performance bond, or letter of commitment from a bonding company, for a performance bond of at least 5% of the total annual amount of the value of supplies covered by the contract; the bond must remain in place through each year of the contract. The selected manufacturer(s) will provide the State with a performance bond in that amount within ten business days of an executed contract.

**Manufacturers that do not meet ALL the above experience and qualifications will be disqualified from further consideration for contract award. Additionally, the Technical Proposal Score Sheet (Attachment C) identifies other mandatory criteria, all of which must**

**be met in Phase I for the proposal to be accepted for full detailed scoring.**

**3.2 Organizational Experience and Capabilities**

As part of the evaluation process, manufacturers are to provide information regarding their experience and capability in the following areas:

A. Product Supply, Distribution, and Rebate Experience:

Proposals are to demonstrate to the satisfaction of ODJFS that the manufacturer has:

1. A minimum of two years experience in maintaining an order processing and distribution network to serve at least 100,000 patients within Ohio.
2. Established provider relationships (specifically in Ohio if applicable) to proactively and reactively educate/train prescribers and pharmacists, and their staffs, about product operation, functional capability and availability, as well as responding to inquiries and complaints from providers.
3. Experience in processing at least 500,000 transactions per year, from order to product delivery within the United States, for at least three years.
4. Experience in providing preferred diabetic supplies and rebates to health plans similar in size to the FFS population of Ohio Medicaid. Provide examples of at least two, but not more than four, programs for which the manufacturer provided rebates in exchange for preferred status during the last five years. At least one of the examples must be currently operating. In determining which of the manufacturer's programs are "similar" for purposes of this section, the health plan should cover at least 200,000 lives and the examples should include at least one Medicaid program. Names and contact information for each identified health plan must be included, as well as health plan literature that identifies the manufacturer's products as preferred.

B. Call Center Experience:

1. Proposals are to demonstrate to the satisfaction of ODJFS that the manufacturer has a minimum of two years experience in call center management. The call center must answer 90% of all calls received with a live representative within two minutes of wait time. Proposals should include an overview of the manufacturer's established customer call center, including location and hours of operation.

2. Proposals are to provide metrics for the manufacturer's existing call center(s), including average number of calls answered and abandoned per day, average speed of answer, and average call length, as well as a brief overview of the types of staff available to callers (customer service representative, certified diabetes educator (CDE), registered nurse, etc.) and the training required for each type. ODJFS is seeking proposals that demonstrate that 95% of callers to the call center are referred to and able to speak with a CDE within five minutes.
  3. Call centers must be open 365 days per year and provide live representatives, including CDEs, between the hours of at least 7:00 a.m. to 10:00 p.m. Ohio time (Eastern time zone).
  4. Proposals are to include existing customer service phone numbers.
- C. Demonstration of Financial Stability and Business Integrity:  
Proposals should include:
1. An overview of the organization, including:
    - a. A summary of the organization's history, structure, and ownership, including any subsidiaries and business affiliations;
    - b. The most current or previous year's financial audit with the most recent "no material weakness" letter that indicates:
      - i. that the organization's assets are greater than its total unsubstantiated liabilities and that its cash flow is sufficient for the financial viability of the project, if awarded the contract, and sufficient to meet its obligations as they come due;
      - ii. that the organization is in compliance with IRS, state and local regulations, and with no currently outstanding audit findings by these regulatory authorities;
      - iii. the selected manufacturer will be required to have a financial audit conducted annually by a qualified and recognized audit firm and present this audit at any time, if requested.
  2. A full disclosure of all existing or pending relationships with manufacturers, suppliers, contractors, subcontractors and joint venture partners associated with the fulfillment of this contract.
  3. Evidence of liability insurance bond, such as a letter from the manufacturer's insurer.

4. Evidence of a performance bond, such as a letter of commitment from a bonding company for a performance bond of at least 5% of the total annual amount of the value of supplies covered by the Contract; the bond must remain in place through each year of the contract. The selected manufacturer(s) will provide the State with a performance bond in that amount within ten business days of an executed contract.
- D. If the manufacturer is a certified Encouraging Diversity, Growth and Equity (EDGE) or Minority Business Enterprise (MBE) business, provide a photocopy (or other independently verifiable evidence) of the current certification. Additional consideration will be given to manufacturers that are certified in the State of Ohio as EDGE or MBE. Please see Attachment C for scoring consideration.

### **3.3 Staff Experience and Capabilities**

The proposal is to demonstrate the manufacturer's expertise and understanding of the work described in this RFP by assigning staff (of the primary manufacturer or of any proposed subcontractor) with demonstrated relevant capabilities to key leadership roles for this program. Proposals are to include profiles and resumes (with all personal sensitive information removed or redacted) for staff proposed for key positions.

#### **A. Minimum Key Staff**

Proposals are to identify, by position and name, at minimum, an account manager and secondary contact. The account manager will be responsible for all communication with ODJFS and expected to coordinate and report on other areas of the company as needed. The secondary contact will be responsible when the account manager is unavailable. Proposals must include resumes/profiles for these two positions, at minimum. Proposals must also describe these individuals' training/education and professional experience, and describe how their training and experience are appropriate to this project and indicative of project success.

#### **B. Operational Management and Staff**

Proposals are to detail the operational management and staffing plans that would be utilized for the successful execution of this work. The manufacturer must have staff with experience in rebates, provider and patient education, warehousing/distribution, and call center management as appropriate for their assigned roles and responsibilities, and must demonstrate the functional capacity for the work. Proposals are to include tables of organization, as well as the resumes of any key operational staff.

#### **C. Marketing and Education Representatives**

Proposals should describe the qualifications the manufacturer requires for these positions and the number of representatives normally assigned to Ohio markets, as well as the manufacturer's plans for additional staff during the implementation phase. These representatives will respond to requests from pharmacies and physician offices within one business day.

**Important:** It is the affirmative responsibility of the manufacturer submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of manufacturer and/or subcontractor staff from resumes or any other part of the proposal package. Following submission to ODJFS, all proposals submitted become part of the public record. **ODJFS reserves the right to disqualify any manufacturer whose proposal is found to contain such prohibited personal information.**

#### **SECTION IV. SCOPE OF WORK, PROPOSED WORK PLAN, AND SPECIFICATIONS OF DELIVERABLES**

Proposals from interested manufacturers must provide a detailed work plan that will, at minimum:

- affirm the ability to perform all components of this scope of work (items 1 through 7 below) and all deliverables (Section 4.4, items A through F);
- explain how the work will be done;
- describe how the objectives for this work (Sections 1.4 and 4.3) will be accomplished; and
- demonstrate to ODJFS the improvement in quality and health status of Ohio Medicaid consumers expected as a result of the contract.

Proposals should include a detailed technical approach that fully addresses the scope of work outlined below, identifies in detail how each of the deliverables will be performed, and clearly indicates the number and type of staff dedicated to each work component and deliverable. Implementation timelines that are to be addressed in the proposed plan are provided in Section 4.3, Objectives and Administrative Structures. Critical work plan products and activities, including all preparatory and intervening steps necessary for implementation, must be completed by the selected manufacturer(s) and approved by ODJFS within agreed-upon timelines.

**When thorough planning cannot be completed by manufacturers during the RFP process (such as in cases where ODJFS programmatic rules which would affect implementation are not yet finalized), proposals should, at a minimum, describe factors or contingencies that manufacturers would, if selected, consider doing to finalize their plans.** The ability of manufacturers to clearly describe their proposed approaches and implementation plans, and to describe the effectiveness of those plans and approaches at meeting ODJFS program needs, will have a significant effect upon the technical scores earned.

Proposal evaluations will take into consideration the thoroughness, quality and effectiveness of the approaches proposed. Proposals must affirm the ability of the manufacturer to perform the requirements listed in this Section IV and also provide a specific example of a comparable, successful effort already undertaken by the manufacturer.

##### **4.1 Scope of Work**

The selected manufacturer(s) will partner with ODJFS to implement and maintain a successful Preferred Diabetic Supplies and Rebate Program, ensuring a balance among quality, access and cost that improves overall health for Ohio's Medicaid consumers. The desired outcomes for this program require the manufacturer to design a work plan that would result in the deliverables described in Section 4.4. In general, that work plan would include performing such work as:

1. **Providing high quality diabetic testing products.** These will assist Medicaid consumers to control their diabetes leading to improvement in overall health.
2. **Making resources and tools available to assist prescribers** to achieve these outcomes for their patients.
3. **Managing a program for easy access to diabetic supplies and educational resources** for all FFS Medicaid consumers and pharmacy providers.
4. **Delivering rebates to ODJFS at the rates agreed to between the selected manufacturers and ODJFS.** This will allow ODJFS to meet cost savings goals.
5. **Maintaining procedures that contribute to appropriate utilization levels by consumers.**
6. **Providing bi-weekly status reports** on the progress of each deliverable during the implementation phase.
7. **Achieving Program Implementation Milestones** as follows:

#### Milestones

	<u>Calendar Days After Contract Execution</u>
1. Marketing and outreach campaign submitted	15 days
2. Marketing and outreach campaign initiated	30 days
3. Call center protocols submitted	15 days
4. Call center protocols initiated	30 days
5. Preferred Diabetic Supplies and Rebate Program begins	September 15, 2012
6. ODJFS requires prior authorization for non-preferred products	October 1, 2012

The selected manufacturer(s) must submit detailed plans, strategies, and protocols to ODJFS for review and approval, and implement the approved plans according to the Milestones table, above. Dates for milestones 5 and 6 are dependent on OAC rule changes becoming effective.

Proposals should delineate how the manufacturer will meet or exceed program goals and objectives. The selected manufacturer(s) will be required to perform all preparatory and intervening steps necessary to provide all contracted deliverables and to achieve all project goals.

**Note:** Manufacturers' proposed rebates will be evaluated secondarily and will account for 40% of the total score. The technical proposal will account for 60% of the total score. **Manufacturers are cautioned to include any rebate information only in their separate, sealed cost proposals. If any rebate information is included in a manufacturer's technical proposal, that manufacturer's proposal will be disqualified from consideration for this RFP. See section 5.2 for further details.**

#### 4.2 Number of Participants

According to ODJFS enrollment data from December 2011, Ohio Medicaid provides services to 2.1 million disabled and low income Ohioans. The contract(s) resulting from this RFP will cover only those consumers enrolled in the Ohio Medicaid FFS program who are not dually enrolled in Medicare and Medicaid. This population is approximately 250,000. Beginning January 1, 2013, an additional 37,000 disabled children will be enrolled in Medicaid Managed Care Plans and no longer covered under FFS. This information is provided as background information for interested manufacturers. Diabetic supply utilization for Ohio Medicaid FFS, November 2011 through April 2012, is below:

<b>Supply type</b>	<b>Total Claims</b>	<b>Total Units</b>
Blood glucose meter	1,243	1,243
Blood glucose test strips	22,606	2,181,717
Blood ketone test strips	31	430
Lancing device	281	281
Lancets	11,803	1,329,492
Control solution	279	279
Insulin syringes	12,630	1,151,744
Pen needles	6,335	617,387

ODJFS will limit the number of test strips that can be billed without prior authorization to 100 per month, a change from the current 200 per month. Between November 2011 and April 2012, 3,332 prescriptions were billed for quantities higher than 100, for a total of 632,465 test strips.

#### **4.3 Objectives and Administrative Structures**

**A. Achieving Key Objectives:** Manufacturers' proposals are to describe their proposed technical approach and work plan and explain how, if implemented, those plans and approaches would achieve the key objectives described below:

- 1. Meet Supply Requirements for Medicaid Consumers:** Manufacturers must describe how they will meet the demand for diabetic supplies for the population covered under this contract. An explanation of how the manufacturer will meet demand in the case of a product recall or backorder situation must be included. Manufacturers must also demonstrate how the products will be marketed to providers, including education of medical and pharmacy providers on the use of meters. Manufacturers must also explain the educational resources available to consumers.
- 2. Ensure Product/Service Quality Standards:** Manufacturers must describe how they will continuously monitor and implement service quality and correction programs as necessary during the course of the contract. The proposal should also include the manufacturer's plan to ensure that products received by consumers are manufactured with recognized quality manufacturing standards and are serviceable for

the role for which they were intended. Proposal evaluation will take the thoroughness and quality of the manufacturer's submitted product/service quality plan into account.

- 3. Establish a Preferred Product/Rebate Program:** Manufacturers must provide a detailed description of the rebate program they will implement for diabetic testing and/or injection supplies in exchange for being listed as a preferred product on the Ohio Medicaid Preferred Drug List (PDL). Status as a preferred product in Ohio Medicaid means that all consumers will start or be transitioned to that product unless they have a medical need that prohibits them from using the preferred product. The rebates will be invoiced quarterly with payments due within 30 days after the invoice is issued. Manufacturers must also provide information about current rebate contracts in place and the business plan for paying rebates (e.g., in-house rebate staff, subcontractor, etc.).
  - 4. Provide Problem Resolution:** Manufacturers must provide a detailed description about how ODJFS, providers, and consumers will access the manufacturer's problem resolution system and the typical turnaround time once this system is activated.
- B. Provide a status reporting procedure** for reporting work completed during the implementation phase, and resolution of unanticipated problems;
  - C. Provide a current organizational chart** (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project; and
  - D. Provide a timeline** for each component of the scope of work and the project overall. This timeline must include information on how the Program Implementation Milestones, as shown in Section 4.1, 7., above, will be met.

#### **4.4 Specifications of Deliverables and Proposed Work Plan**

This section describes specific work expectations, products and activities (deliverables) that will be required of the selected manufacturer(s) for the Ohio Preferred Diabetic Supplies and Rebate Program so that the objectives identified in Sections 1.4 and 4.3 of this RFP are successfully achieved. The selected manufacturer(s) will be responsible for performing all of the deliverables specified below, at minimum, including achievement of project objectives identified in Sections 1.4 and 4.3.

Manufacturers are to design a detailed technical approach that fully addresses how they would, if selected, perform each of the following deliverables; describe how the objectives for this work (Sections 1.4 and 4.3) will be accomplished; and demonstrate to ODJFS the improvement in quality and health status of Ohio Medicaid consumers expected as a result of this contract. Proposals are also to clearly indicate the number and type of staff dedicated to each work component and deliverable. Implementation

timelines that are to be addressed in the proposed plan are provided in Section 4.3, Objectives and Administrative Structures. Proposals must also provide a specific example of a comparable, successful effort already undertaken by the manufacturer for each of the following deliverables (one past or current project may be used as the example for more than one deliverable).

### **A. Marketing and Outreach**

ODJFS and the selected manufacturer(s) will work together and with other interested parties to coordinate initial program outreach and ongoing promotion of the Ohio Preferred Diabetic Supplies and Rebate Program. ODJFS will use existing mechanisms to convey information (e.g., web page, provider communications, and state professional associations). Interested manufacturers' proposals must describe how initial outreach to eligible consumers and providers will be conducted, including specific strategies to identify and reach these populations, as well as other creative approaches to assure maximum program participation and benefits. Samples of consumer and professional educational and marketing materials and translations for non-English speaking populations should be included in the proposal. ODJFS is committed to full compliance with Title VI of the Civil Rights Act, including the provision of language access services to persons with Limited English Proficiency (LEP). Translated materials should be written in a culturally sensitive and understandable manner. The manufacturer(s) awarded contracts under this RFP must provide consumer-focused materials in English, Spanish and Somali, at minimum. Professional and consumer materials will need to be provided to stakeholders, such as hospital discharge planners, case managers, county Departments of Job and Family Services, endocrinology and diabetic associations, home health agencies, and visiting nurse associations.

The selected manufacturer(s) will provide information through multiple technology and information delivery systems to support the use of the Ohio Preferred Diabetic Supplies and Rebate Program, such as:

- Manufacturer's web page
- Formulary Flash through Epocrates®
- Targeted prescriber and pharmacy site visits

In addition to affirming its agreement and ability to perform each of the above activities according to ODJFS' specifications, each manufacturer must describe an example of a comparable process of outreach and education that it designed and conducted, including lessons learned, that will contribute to the success of the Ohio Preferred Diabetic Supplies and Rebate Program.

### **B. Product Supply and Distribution**

For each product that is being proposed, the manufacturer will describe how demand for supplies will be met for the Ohio Medicaid population. Manufacturers should describe how their products are distributed to Ohio Medicaid medical and pharmacy providers, including both chain and independent pharmacies. The proposal should include the quantity of each product sold, given as samples

and/or provided through direct customer contact in Ohio in 2011. An explanation of how the manufacturer will meet demand in the case of a product recall or backorder situation, as well as the manufacturer's recall and backorder history for the previous five years, must also be included.

### C. Account Management

The manufacturer must identify and provide a resume for the primary Account Manager who would be responsible for all aspects of the contract with ODJFS. The Account Manager will serve as the primary contact with ODJFS and must have the authority to oversee and coordinate, at a minimum, the following activities:

- Establishment and maintenance of ongoing services for the Ohio Preferred Diabetic Supplies and Rebate Program contract
- Interaction on promotional activities with the Ohio Preferred Diabetic Supplies and Rebate Program
- Interaction with the ODJFS Program Manager regarding rebate resolution activities
- Communications on ongoing research and testing technology within the diabetic testing industry
- Identification of unusual utilization, distribution and/or sales patterns
- Communications regarding possible program cost saving initiatives that may arise during the course of the contract
- Ongoing contact with the ODJFS Program Manager

During the implementation phase, the Account Manager must provide, at a minimum, a bi-weekly status report to the ODJFS Program Manager regarding the progress of each deliverable.

### D. Rebates

The manufacturer(s) must provide rebates to ODJFS for any products designated as Ohio Preferred Diabetic Supplies. The proposal must include a list of all brand names and NDCs listed with First DataBank for all products being proposed as Preferred Diabetic Supplies. All NDCs proposed must be listed with First DataBank by the implementation of the contract. **Technical specifications required by ODJFS for inclusion in this project are provided in sub-section E., below.** For each NDC included in the proposal, the manufacturer must list a GNUP. Meters must have a GNUP of **\$0**. Test strips and lancets must have a consistent GNUP across package sizes and product types (e.g., all glucose test strips). This information must be submitted on the cost proposal required under Section IX of this RFP.

Manufacturers may provide different GNUPs based on the number of contracts that ODJFS decides to award. For example, the GNUP proposed if the manufacturer is the only brand awarded a contract, and therefore the only brand payable by Ohio Medicaid without prior authorization, may be different from the GNUP proposed if two, three, or four manufacturers are awarded contracts for the same category of supplies under this RFP.

ODJFS will invoice the selected manufacturer(s) quarterly based on date of service. The invoice will include, for each NDC billed by pharmacies, the:

1. Number of units dispensed
2. Number of unique claims
3. Total amount reimbursed by ODJFS to pharmacies
4. Coordination of benefit (third party) payments
5. Rebate amount due (total amount reimbursed minus the product of the number of units dispensed multiplied by GNUP)

Rebate payments are due to ODJFS within 30 days of the date of the invoice. In the event the manufacturer disputes utilization shown on the invoice, the manufacturer must pay all non-disputed rebates within the 30 day time frame. Disputes will be resolved using claim-level detail provided by ODJFS. ODJFS and the manufacturer may request additional information from dispensing pharmacies if the manufacturer's records indicate that sales to specific pharmacies do not support billed claim quantities.

**IMPORTANT - Rebate Deliverable Information: Manufacturers are cautioned to include any rebate RATE information ONLY in their separate, sealed cost proposals. Technical proposals may contain descriptions of procedures, staffing, etc., related to the manufacturer's approach to accomplishing the rebate deliverable, but not the rate of the rebate. If any rebate rate information is included in a manufacturer's technical proposal, that manufacturer's proposal will be disqualified from consideration for this RFP. See section 5.2 for further details.** Manufacturers' proposed rebates will be evaluated secondarily to the technical proposal components that are indicative of the manufactures' capabilities regarding the other program deliverables.

#### **E. Diabetic Supply Specifications**

1. Technical information for diabetic testing supplies. Samples of each meter the manufacturer proposes, with corresponding test strips, must be included with the proposal and clearly labeled. Manufacturers proposing more than one meter will receive additional points added to their technical proposal score. Please refer to Attachment C, Technical Proposal Score Sheet, for maximum and minimum allowable scoring thresholds and definitions of scoring values.
  - a. Minimum of one blood glucose meter with all of the following features:
    1. Alternate site testing; at least one alternate site with FDA-approved testing equivalency to the finger; and
    2. Test strip sample size that is less than or equal to 0.3 micro-liters of blood; and
    3. Test results in less than five seconds
  - b. Meter accuracy:
    1. Calibration method including comparison of meter results to laboratory results;

2. Capability to detect interfering substances in the blood sample to ensure accurate blood glucose readings
- c. Memory capability for the meter:
  1. Record and store 250 blood glucose results
  2. Control solution test results
  3. Date and time for each conducted test
  4. Computer downloading capability with a minimum of 250 readings stored
- d. Battery life for the meter:
  1. Number of tests
  2. Time period
  3. Automatic battery shutoff
- e. Warranty coverage for the meter:
  1. Minimum of three years
  2. Manufacturer replacement free of charge if at any time during the warranty period the meter does not work for any reason
- f. Language options
- g. Availability through retail and mail order pharmacies
- h. Enhanced features or additional services. For example:
  1. Double dosing (system with the ability to apply a second blood sample to the same blood glucose test strip to reduce test strip waste)
  2. Test strip port light for blood glucose testing in the dark
  3. Logbook (electronic and/or hard copy) that contains pre- and post-meal markers, sick day markers, activity markers, etc.
  4. Testing reminders within meter and/or testing reminder program(s)
  5. Ability to connect and communicate with an insulin pump (wired or wireless)
  6. Low vision capabilities (audio-voice read out, backlit screen, large display, etc.)
  7. Ability to provide multiple-day average test results
  8. Ability to test blood ketones
  9. Low dexterity capabilities (multi-lancet device, minimal/large buttons, etc)
  10. Continuing professional education for provider licensing requirements
  11. Size, weight, or other enhanced portability
  12. Any other enhancements not listed above

**Note: It must be clearly identified which test strips match any particular meter. While meters and test strips will be awarded as a package, it is possible that a separate award**

**may be made for the lancets or that a preferred lancet product will not be enforced.**

2. Technical Specification Requirements for injection supplies:
  - a. Insulin syringes
    1. Permanently attached needle
    2. Marked with U-100 insulin units
    3. Volume (e.g., 30 units, 50 units, and 100 units of insulin)
    4. Needle gauges and lengths
  - b. Pen needles:
    1. Needle gauges and lengths
    2. Compatibility with insulin and other pre-filled pens

**Note: The selected manufacturer(s) will be responsible for advising ODJFS of any new NDCs that are marketed, and listing those NDCs with First DataBank. New products may be added to the Ohio Preferred Diabetic Supplies and Rebate Program once approved by ODJFS.**

#### **F. Customer Support and Call Center Services**

The manufacturer(s) must provide multiple ways for consumers and prescribers to submit inquiries and request information, whether of a general or specific nature. In both cases, these methods must include toll-free telephone lines, e-mail, and web page access. **All call centers must be located in the United States (see section 8.23 of this RFP for more information).**

The toll-free line provided by the manufacturer(s) must provide personalized assistance from 7:00 a.m. to 10:00 p.m. (Ohio/Eastern time zone), seven days a week. For any interactive voice response system (IVR), callers must have the option to speak or press their choice, and have the ability to reach a live representative (although a recording may respond during hours not covered above). All telephone services must be TDD-accessible and the manufacturer must be prepared to respond to callers who may have LEP. The manufacturer must identify the toll free telephone (including TTY) numbers.

In the proposal, the manufacturer must provide specific customer service call center statistics for existing call centers that serve Ohio customers, including abandonment rate and average speed of answer. It must also take measures to consistently maintain an average phone queue of less than two minutes. Monthly reports of all call centers that serve Ohio customers will be provided.

### **SECTION V. PROPOSAL FORMAT & SUBMISSION**

#### **5.1 Proposal Submission Information**

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

- 7 paper copies (**one signed original** and **6 copies**) and one CD-ROM copy of the Technical Proposal;

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

**AND**

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

**AND**

- if submitting a proposal for testing supplies, sample "starter kits" of each meter typically available at pharmacies and/or physician offices. If the starter kits are different depending on setting, include all starter kits. If test strips and control solution are not included in the starter kit, include samples to be used by the PRT as part of the scoring process.

The manufacturers' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **August 2, 2012**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Contracts & Acquisitions  
Ohio Department of Job and Family Services  
30 East Broad Street, 31<sup>st</sup> Floor  
Columbus, Ohio 43215-3414  
ATTN: RFP/RLB Unit**

Manufacturers' original technical and cost proposals must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal."

All copies (both paper and CD-ROM) of the original technical and cost proposals must include identical copies of ALL information, documents, and pages in the original proposal. The entire manufacturer technical proposal should be converted into **one single secure .pdf document** saved to the CD-ROM submitted to ODJFS. If the proposal's size necessitates more than a single .pdf document to contain the entire proposal, manufacturers must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible. The hard-copies and the CD-ROM must be clearly labeled with the manufacturer's name, submission date, and the name and RFP number for this project.

Along with the Technical proposal, the manufacturer must submit the Cost Proposal in a separate, sealed envelope/package labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OHIO PREFERRED DIABETIC SUPPLY AND REBATE PROGRAM, RFP: JFSR1213078035 SUBMITTED BY [MANUFACTURER’S NAME HERE].”**

The CD-ROM copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. The CD-ROM copy of the Cost Proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.** Both CD-ROMs must be labeled with the manufacturer’s name, the RFP number, and the proposal submission date or proposal due date, at minimum. The requested CDs will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them may, at ODJFS discretion, result in the rejection of the manufacturer from any consideration.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a manufacturer’s proposal submission (e.g., sample starter kits or letters of recommendation from past customers of the manufacturer’s services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in review of any previous submissions, nor will they be considered. ODJFS will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline date and time. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

For hand delivery on the due date, manufacturers are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (30 E. Broad St.) and again on the 31<sup>st</sup> Floor. All proposals must be received **no later than the specified deadline, both time and date**, by ODJFS Contracts and Acquisitions (C&A), on the 31<sup>st</sup> Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for proposals delivered to any address other than the address provided above. No late proposals will be considered.**

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

## **5.2 Format for Organization of the Proposal**

### **A. Technical Proposal Organization**

A sample Technical Proposal Score Sheet is provided as **Attachment C.** to this RFP. **Manufacturers are strongly encouraged to use the Score Sheet to**

**check their proposals for quality, compliance, and completeness prior to submission.**

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

Manufacturers must organize their Technical Proposals in the following order:

- Tab 1** Required Manufacturer Information and Certifications Document (See Subsection B. below for instructions)
- Tab 2** Manufacturer Experience & Qualifications
  - Sub-Tab 2a.** Mandatory Manufacturer Qualifications (Section 3.1, A, B, C and D)
  - Sub-Tab 2b.** Organizational Experience-Capabilities (Section 3.2 A. through D.)
  - Sub-Tab 2c.** Staff Experience and Capabilities (Section 3.3, A. through C.)
- Tab 3** Objectives and Administrative Structures (Section 4.3 A. through D.)
  - Sub-Tab 3a.** Key Objectives (items 1 through 5)
  - Sub-Tab 3b.** Reporting Process
  - Sub-Tab 3c.** Organization Chart
  - Sub-Tab 3d.** Timeline
- Tab 4** Scope of Work and Specifications of Deliverables
  - Sub-Tab 4a.** Marketing and Outreach
  - Sub-Tab 4b.** Product Supply and Distribution
  - Sub-Tab 4c.** Account Management
  - Sub-Tab 4d.** Rebates
  - Sub-Tab 4e.** Diabetic Supply Specifications
  - Sub-Tab 4f.** Customer Support and Call Center Services
- Tab 5** Manufacturer Attachments or Appendices (*for example, for required excerpts/samples of work products described in RFP Section 4.4, including a list of sample starter kits*)

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents.

**NOTE:** Manufacturers are required to submit one CD-ROM copy of the Technical Proposal and one CD-ROM copy of the Cost Proposal (using TWO CD-ROMs) in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal including any required

or voluntary attachments to it. **The CD-ROM containing the Cost Form must be submitted in the sealed envelope containing the hardcopy Cost Form.**

## **B. Required Information and Certifications**

The manufacturer's Technical Proposal must contain the following components, at minimum. It is mandatory that manufacturer proposals be organized in the following order, and that wherever appropriate, sections/portions of the manufacturer proposal make reference by section number/letter to those RFP requirements to which they correspond.

### **1. Tab 1 - Required Vendor Information & Certifications**

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

**Attachment A—Section II. Standard Affirmation and Disclosure Form:** Banning the Expenditure of Public Funds on Offshore Services: This form must be completed and signed by every bidder, manufacturer, applicant, grantee, or vendor seeking to do business with ODJFS. This must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement. **Failure to complete, sign, and return the Standard Affirmation and Disclosure Form with your bid will result in your bid being rejected as being non-responsive and disqualified from further consideration.**

**Attachment A—Section III.** Manufacturers are required to provide a declaration regarding material assistance to a terrorist organization or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List and described in **Attachment A—Section III., Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.** Manufacturers MUST complete and sign it, and return it as the content of their Proposal Tab 1. Manufacturers who fail to provide a signed and completed form risk disqualification. This form may also be accessed and printed at the Ohio

Department of Public Safety, Division of Homeland Security's Website at <http://www.homelandsecurity.ohio.gov>.

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

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

In order to be acknowledged as a manufacturer with an Ohio presence (as described in RFP Section 8.22, Ohio Presence Consideration) for additional scoring consideration, the manufacturer must demonstrate in the Tab 1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the manufacturer's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

### **C. Cost Proposal (Rebate Information)**

**Three** (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OHIO PREFERRED DIABETIC SUPPLY AND REBATE PROGRAM, RFP: JFSR1213078035 SUBMITTED BY [MANUFACTURER'S NAME HERE]."** This envelope/package must also contain the labeled Cost Proposal CD-ROM.

**Establish Guaranteed Pricing:** In the Cost Proposal, manufacturers will propose a guaranteed net unit price (GNUP) for diabetic supplies. Blood glucose meters will have a GNUP of zero (i.e., the manufacturer will rebate 100% of payments). Reimbursement to Medicaid pharmacy providers for test strips is currently set by fee schedule at \$0.70 each, for lancets at \$0.07 each, for syringes at \$0.23 each, and for pen needles at \$0.25 each. Once the rebate contracts are in place, reimbursement will change to the formula specified for brand drugs in OAC rule 5101:3-9-05, wholesale acquisition cost (WAC) plus 7%. Manufacturers will be invoiced for the difference between the actual amounts paid to pharmacy providers for the contracted products minus the GNUP.

A comprehensive listing of products included in this program is below. A listing (by product name and NDC) of product pricing, which includes all the diabetic supplies and testing equipment proposed by the manufacturer, must be submitted by the interested manufacturer in the sealed Cost Proposal.

***Diabetic Testing Supplies***

Blood glucose meter  
Blood glucose test strips  
Blood ketone test strips  
Lancing device  
Lancets  
Control solution for meter

***Injection Supplies***

Insulin syringes  
Pen needles

Manufacturers are to complete the Cost Proposal Form, provided as **Attachment D.** to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The prices offered in the manufacturer's Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts, as described in Section 1.5 of this RFP.

**D. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:**

- Any manufacturer's Technical Proposal found to contain any cost or rebate information shall be disqualified from consideration. Cost/rebate information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project, including GNUPs other than \$0 for meters. Information on the assets, value, or historical business volume of the manufacturer is NOT considered to be such prohibited cost information, and MAY be included in any manufacturer's technical proposal as information on business capacity and stability. All prohibited cost/rebate information must be submitted with the separate, sealed Cost Proposal. The Technical Proposal is defined as any part of the manufacturer's proposal (either as required by ODJFS or sent at manufacturer's discretion), such as work plan, starter kits, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., that is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal. Should a manufacturer determine to include in the technical proposal any documents which contain such cost/rebate information, the cost/rebate information in those documents must be made unreadable by the manufacturer before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP/RLB) found anywhere in a manufacturer's proposal shall result in immediate disqualification of that manufacturer's proposal.
- Any sensitive personal information on manufacturer or sub-contract staff (e.g., social security numbers, addresses) must be omitted from manufacturer proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the manufacturer from any consideration.

## **SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION**

### **6.1 Scoring of Proposals**

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

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

#### **A. Phase I. Review—Initial Qualifying Criteria:**

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

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

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

Any proposal that does not meet the minimum required technical proposal score as defined in Attachment C will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. Manufacturers who demonstrate that they are an MBE/EDGE vendor will receive additional consideration as specified in the Technical Proposal Score Sheet. Please refer to Attachment C, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.

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

For those technically qualified manufacturers with an Ohio presence and demonstrate that they are an MBE/EDGE vendor, their final technical score will be the sum of the score they earned according to the Phase III review described above *plus the additional ten (10) points each, for a possible total of twenty (20) extra points*. That sum will be used for those manufacturers in Phase III, as described below.

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

The Cost Proposal will be reviewed by ODJFS. The lowest bidder (lowest GNUP) will receive 100% of the available points. Each additional manufacturer will be assigned a percentage of the points equal to 100% minus the percent difference between that manufacturer's bid and the lowest bid. The calculation will apply separately for each exclusivity category of the cost proposal (single manufacturer, one of two manufacturers, one of three or more manufacturers). Once scoring is completed, the PRT will decide how many manufacturers will be awarded a contract.

### **6.2 Review Process Caveats**

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

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

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

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

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

**the contract.** Any manufacturer found to have made false or misleading statements in their proposal will be disqualified.

### **6.3 Final Manufacturer Recommendation**

The PRT will recommend to the Director of ODJFS the technically qualified manufacturer(s) offering the proposal(s) most advantageous to ODJFS, as determined by the processes and requirements established in this RFP. Those recommendations will be based on both: the combined total scores (i.e., final technical score combined with cost proposal score) earned by proposals, with the higher score indicating a proposal more advantageous to the state than a lower score; and, the range of items offered by each vendor.

It is the intent of ODJFS to confer preferred product status on all products included in each recommended proposal, but in order to provide an adequate range of products for Ohio's Medicaid population, it may be necessary to contract with multiple suppliers. It is not possible at this writing to know what number of proposals will be offered, and what combination of supply categories each proposal may include. In order to provide a necessary range of items in the preferred product program, ODJFS reserves the right to award as many contracts for this rebate program as it deems appropriate. To every extent possible, higher scoring vendors will be recommended for contract over lower scoring vendors; however, to provide for certain products that would not be adequately covered by higher scoring suppliers, some lower scoring suppliers may be selected for contract award over higher scoring vendors that offered different products.

### **6.4 Tie Breaker**

In the event that two or more proposals have scores that are tied after final calculation of both the technical proposal and the cost proposal, and the state does not have a need for products from both (or all) those suppliers, the proposal with the higher score in the technical proposal will prevail. If technical scores are identical, then the proposal offering the state the best pricing advantage will be selected.

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 Protests**

Any potential, or actual, bidder objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
  1. The name, address, and telephone number of the protestor;

2. The name and number of the RFP being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODJFS;
  5. A statement as to the form of relief requested from ODJFS; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal & Acquisition Services, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
  2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the seventh (7th) calendar day after the issuance of formal letters sent to all responding manufacturers regarding the State's intent to make the award. The date on these ODJFS letters to responding manufacturers is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the Department's procurement system. An untimely protest is one received by ODJFS' Office of Legal & Acquisition Services after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Chief Legal Counsel  
ODJFS Office of Legal & Acquisition Services  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215-0423
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The manufacturer(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Legal & Acquisition Services shall issue written decisions on all timely protests and shall notify any manufacturer who filed an untimely protest as to whether or not the protest will be considered.

## 7.2 **Caveats**

**ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any manufacturer should ODJFS decide for any reason not to proceed. Changes in this RFP of a material nature will be provided via the agency website. All manufacturers are responsible for obtaining any such changes without further notice by ODJFS.**

## **SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS**

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

### **8.1 State Contracts**

Proposals must list any current contracts the manufacturer has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Manufacturers must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A.**) to report this information and include the completed document in the manufacturer's proposal as specified in **Section 5.2 B., 1** of this RFP.

### **8.2 Interview and/or Clinical Presentation**

Manufacturers submitting proposals may be required to participate in an interview and/or clinical presentation as part of the evaluation process. If necessary, these may include participants from ODJFS and/or other state or county agency staff or other representatives it may appoint, as appropriate. ODJFS reserves the right to select from responding manufacturers for interviews/clinical presentations and may not invite all manufacturers submitting proposals. The manufacturer shall bear all costs.

### **8.3 Start Work Date**

The selected manufacturer(s) must be able to begin work no later than seven (7) working days after notification by the ODJFS Contract Manager that all necessary approvals have been secured.

### **8.4 Proposal Costs**

Costs incurred in the preparation of this proposal are to be borne by the manufacturer, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews/clinical presentations will be borne by the manufacturer and will not be ODJFS' responsibility (see Sections 6.1 and 8.2, above).

### **8.5 Trade Secrets Prohibition; Public Information Disclaimer**

**Manufacturers are prohibited from including any trade secret information** as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RFP, Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all proposals or similar responses voluntarily submitted to any ODJFS RFP, RFA, RLB, or other procurement document, to be free of trade secrets, and such proposals if opened by ODJFS shall, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. This RLB and, after the selection of one or more manufacturers for award, any proposals received in response to an RFP/RLB and opened, reviewed and considered by ODJFS may be deemed to be public records pursuant to R.C. 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal, if opened, submitted by the selected manufacturer/applicant, and any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to any ODJFS RFP, RLB, etc. that make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

## **8.6 Contractual Requirements**

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as **Attachment B.** of this RFP;
- B. Many of the terms and conditions contained in the model contract (See **Attachment B.**) are required by state and federal law; however, the manufacturer may propose changes to the model contract by annotating the model, and returning it with the manufacturer's proposal submission. Any changes are subject to ODJFS review and approval;
- C. All aspects of the contract apply equally to work performed by any and all subcontractors;
- D. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- E. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3123 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency

in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;

- F. By signing a contract with ODJFS, a manufacturer agrees that all necessary insurance is in effect.

### **8.7 Travel Reimbursement**

No travel reimbursement is included as part of this RFP. Manufacturers must bear all costs of the contract in addition to payment of rebates.

### **8.8 Minority Business Enterprise**

ODJFS is required by Section 125.081(B) and 123.151 of the ORC to award fifteen percent (15%) of its total procurements to vendors certified as Minority Business Enterprises (MBE). Ohio certified MBE is defined in ORC Section 122.71. If the proposal is not submitted by a certified MBE, the manufacturer is strongly encouraged to subcontract a minimum of fifteen percent (15%) of the total contract price to an Ohio certified MBE.

The proposal must clearly indicate the name of the proposed Ohio MBE vendor and the exact nature of the work to be performed under the proposed subcontract. The proposal must include a letter from the proposed MBE, signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, Ohio Administrative Knowledge System (OAKS) Vendor ID number, and principal business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the manufacturer is selected;
5. A statement that the subcontractor has and understands the RFP, the nature of the work, and the requirements of the RFP; and
6. A copy of the Ohio MBE certificate.

**There may be no dollar amounts of any kind included with the MBE information; inclusion of dollar amounts will result in the disqualification of the primary manufacturer's entire proposal.**

A listing of Ohio certified MBEs can be accessed through the Ohio Department of Administrative Services (DAS) Web Site at: <http://das.ohio.gov/Eod/MBESearch/index.asp>.

While ODJFS strongly encourages the use of MBE subcontractors, the manufacturer's use of an MBE subcontractor will have no effect on manufacturers' technical scores or on final contractor selection for this RFP, **unless** Section VI, Criteria for Proposal Evaluation and Selection of this RFP (and/or the Technical Proposal Score Sheet for this RFP) affirmatively establish an MBE participation criterion.

### **8.9 Subcontractor Identification and Participation Information**

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

1. The subcontractor's legal status, Ohio Administrative Knowledge System (OAKS) Vendor ID number, and principal business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the manufacturer is selected; and
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

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

#### **8.10 Public Release of Records**

Public release of any evaluation or monitoring reports funded under this agreement will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a 30-day period for review and comment.

#### **8.11 Confidentiality**

All contracts will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

#### **8.12 Key Personnel**

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

#### **8.13 Ethical & Conflict of Interest Requirements**

1. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
2. No contractor or individual, company or organization seeking a contract 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 contractor or potential contractor who violates the requirements and

prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or refusal by ODJFS to enter into a contract; and

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

#### **8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements**

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

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

#### **8.15 Contractual Requirements and Prevailing Wage Requirements**

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

#### **8.16 Unresolved Findings for Recovery (R.C. 9.24)**

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

#### **8.17 Mandatory Contract Performance Disclosure**

Each proposal must disclose whether the manufacturer's performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the project which is

the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, manufacturer 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 manufacturer from consideration, at the sole discretion of ODJFS, such claims and a review of the background details may result in a rejection of the manufacturer’s proposal. ODJFS will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the manufacturer’s performance of the work, and the best interests of ODJFS.

#### **8.18 Mandatory Disclosures of Governmental Investigations**

Each proposal must indicate whether the manufacturer and any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to manufacturer’s performance of services similar to those described in this RFP. If any such instances are disclosed, the manufacturer 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 manufacturer by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify a manufacturer from consideration, such governmental action and a review of the background details may result in a rejection of the manufacturer’s proposal at the sole discretion of ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter’s potential impact on the manufacturer’s performance of the work, and the best interests of ODJFS.

#### **8.19 Mandatory Disclosures of Work Location**

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

#### **8.20 Manufacturer Selection Restriction**

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

#### **8.21 Declaration of Material Assistance Requirements**

**Any manufacturer responding to any ODJFS RFP, RLB, or any other procurement opportunity is required to provide certification that the manufacturer has not provided material support or resources to any organization listed on the “Terrorist Exclusion List” (TEL) maintained by the U.S. Department of State. The Declaration of Material Assistance Form, provided as Attachment A.—Section III to this RFP,**

**must be printed, completed, and signed by the interested manufacturer's authorized representative, and returned to ODJFS as a component of the manufacturer technical proposal/bid.** Failure to properly complete Attachment A will result in the disqualification of the manufacturer's proposal from consideration.

Manufacturers may access the TEL from the Ohio Homeland Security Office website, located at [www.homelandsecurity.ohio.gov.dma.asp](http://www.homelandsecurity.ohio.gov.dma.asp) or via e-mail to [dma-info@dps.state.oh.us](mailto:dma-info@dps.state.oh.us) for the current list of excluded organizations and additional information.

## **8.22 Ohio Presence Consideration**

Manufacturers that can demonstrate in their proposals that they either currently have a physical presence in Ohio or have concrete plans for establishing a physical presence will be given additional scoring consideration. In order to be acknowledged as a vendor with an Ohio presence, manufacturers must comply with instructions provided in this RFP, Section 5.2, Format for Organization of the Proposal, and provide information on the nature of the work and the number and type of manufacturer personnel at the Ohio location. Details of how an Ohio presence will be considered in the proposal scoring process are provided in Section 6.1, Scoring of Proposals.

## **8.23 Prohibition Against Services Performed Outside the United States**

All manufacturers seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the "Location of Business Form" included in the "Required Vendor Information & Certifications Documents," provided as Attachment A., Section II., to this RFP. The entire form must be printed, completed, and signed by the interested manufacturer's authorized representative, and returned to ODJFS as a component of the manufacturer's technical proposal. **Failure to properly complete Attachment A will result in the disqualification of the manufacturer's proposal from consideration.**

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

- A. Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.*) B.**
- B. ODJFS Model Contract (*For manufacturer reference purposes*)**
- C. Technical Proposal Score Sheet (*For manufacturer self-evaluation purposes...do not submit*)**
- D. Cost Proposal Form (*To be completed & included in separately sealed cost proposal packet as specified in Sec. 5.2, C.*)**

Thank you for your interest in this project.

# **Attachment A**

**Attachment A consists of 3 distinct and different sections.  
All sections must be completed and included in Tab 1 of  
the proposal.**

**Section I – Required Vendor Information**

**Section II - Location of Business Form**

**Section III – Declaration Regarding Material Assistance**

Attachment A

**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**

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

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, 2010) 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 have reviewed and understand Executive Order Number 2007-01S.

(3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.

(4) 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 page 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.**

**Attachment A.**

**Location of Business Form**

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

1. Principal location of business of Contractor:

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

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

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

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

2. Location where services will be performed by Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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



GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

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

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

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

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

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

**CERTIFICATION**

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

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**C-1213-07-0000**

**RECITALS:**

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

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

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. The purpose of this Contract is **INSERT PURPOSE**. CONTRACTOR will perform its responsibilities under this Contract ("Deliverables") as follows:  
  
**(SPECIFIC DELIVERABLES TO BE INSERTED HERE)**
- B. CONTRACTOR agrees to furnish its own support staff and services as necessary for the satisfactory performance of the work described in Section A, above.
- C. The ODJFS Contract Manager is **ODJFS Agreement Manager Name**.
- D. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) 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 the ODJFS Contract Manager pursuant to ARTICLE V 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.
- E. Ownership of Deliverables:
  - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all

Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

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 are 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 its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.
3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.

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

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see Section B, below) or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, 2013, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through \_\_\_\_\_, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC 126.07, 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**

[TO BE CUSTOMIZED FOR THE REBATE PROGRAM BASED ON RFP AND SUCCESSFUL PROPOSAL(S)]

## **ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Contract shall automatically terminate upon expiration of the time period in ARTICLE II, upon completion of performance, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this Article, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
  1. ODJFS loses funding as described in ARTICLE III, Section F;

2. ODJFS discovers any illegal conduct by CONTRACTOR; or
  3. CONTRACTOR has violated any provision of ARTICLE IX.
- D. Except as provided in Sections A and B of this Article, CONTRACTOR will have thirty (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 thirty (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 thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables; and
  4. 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 B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I 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 Paragraph 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 pursuant to ARTICLE I, Section C of this Contract.
- 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 IX, 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 the this Contract.
- D. All notices in accordance with Sections B and C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

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

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 subgrant agreements executed for the performance of the Deliverables under this Contract:

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules 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 specified in ARTICLE I 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 B will be included in any contract or subgrant executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this Article are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (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) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.

- E. CONTRACTOR hereby agrees to current and ongoing compliance with 42 USC 1320d -1320d-8 and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E in any subgrant agreements that may be executed pursuant to this Contract.

#### **ARTICLE VII. AMENDMENT AND ASSIGNMENT**

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) 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. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA**

- A. The definitions contained in this Section are derived from federal law. Should there be any conflict between the meanings assigned in this Contract and the meanings defined in applicable federal law, even in the event of future amendments to law that create such conflict, the definitions found in federal law shall prevail.
1. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
  2. "Covered Entity" means a health plan, a health care clearinghouse, or health care provider (45 CFR 160.103).
  3. "Business Associate" means a person or entity that, on behalf of the Covered Entity, performs or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" (45 CFR 160.103).
  4. "Protected Health Information" ("PHI") means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501 and any amendments thereto (45 CFR 164.501).
- B. CONTRACTOR acknowledges that ODJFS through its Office of Ohio Health Plans is a Covered Entity under HIPAA. CONTRACTOR further acknowledges that it is a Business Associate of ODJFS, and, in carrying out the work described in this Contract, the CONTRACTOR agrees to comply with all of the following provisions:
1. **Permitted Uses and Disclosures.** CONTRACTOR shall not use or disclose PHI except as provided in this Contract or as otherwise required under HIPAA regulations or other applicable law.
  2. **Safeguards.** CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the ODJFS against use or disclosure not provided for by this Contract.

3. **Reporting of Disclosures.** CONTRACTOR shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with this Contract or applicable law. In addition, CONTRACTOR shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
4. **Agents and Subcontractors.** CONTRACTOR shall ensure that all its agents and subcontractors that receive PHI from or on behalf of CONTRACTOR and/or ODJFS agree to the same restrictions and conditions that apply to CONTRACTOR with respect to the use or disclosure of PHI.
5. **Accessibility of Information.** CONTRACTOR shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
6. **Amendment of Information.** CONTRACTOR shall make PHI available to ODJFS so that ODJFS may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODJFS, CONTRACTOR shall also incorporate any amendments into the information held by CONTRACTOR and shall ensure incorporation of any such amendments into information held by CONTRACTOR's agents or subcontractors.
7. **Disclosure.** CONTRACTOR shall make available to ODJFS and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODJFS, or created or received by CONTRACTOR on behalf of ODJFS. Such access is for the purpose of determining ODJFS' compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.
8. **Return or Destruction of Information.** Upon termination of this Contract and at the request of ODJFS, CONTRACTOR shall return to ODJFS or destroy all PHI in CONTRACTOR's possession stemming from this CONTRACT, and shall not keep copies of the PHI except as requested by ODJFS or required by law. If CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then CONTRACTOR will provide to ODJFS documentation evidencing such destruction. Any PHI retained by CONTRACTOR shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.
9. **American Recovery and Reinvestment Act of 2009.** CONTRACTOR agrees to comply with the terms of Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009.

#### **ARTICLE IX. 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 A, ODJFS will consider this Contract to be *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, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this agreement neither CONTRACTOR nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or

performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or

- b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

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

3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.

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

5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, 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 B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

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

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

a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.

c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

- d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
4. **Conflicts of Interest.**
  - a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
  - b. 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.
  - c. 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, 31<sup>st</sup> Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.
5. **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 (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
  - b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
6. **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.
7. **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 eighteen (18).
8. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subgrantees 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.

9. **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.
10. **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.
11. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
  - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
  - b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
    - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
    - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
    - (3) The principal location of business for the contractor and all subcontractors.
  - c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
  - d. **TERMINATION, SANCTION, DAMAGES:** ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

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

#### **ARTICLE X. MISCELLANEOUS PROVISIONS**

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or

other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this Article. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

## ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees

that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. 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. **Avoidance of Conflicts of Interest by Contractor**
1. ODJFS intends to avoid any real or apparent conflict of interest on the part of CONTRACTOR or its officers, directors, employees, subcontractors, or officers or directors of subcontractors in the performance of the Managed Care Enrollment Center Services (the "Program") under this Contract. Thus, ODJFS reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require CONTRACTOR to submit additional information or a plan for resolving the conflict, subject to ODJFS's review and prior approval.

2. Conflicts of interest include, but are not limited to:
  - a. An instance where CONTRACTOR or any of its officers, directors, employees, or subcontractors, or officers or directors of subcontractors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Contract.
  - b. An instance where CONTRACTOR's or any of its subcontractors' officers, directors, or employees use their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
3. If ODJFS is or becomes aware of a known or suspected conflict of interest, CONTRACTOR will be given an opportunity to submit additional information or to resolve the conflict. If suspected of conflict of interest, CONTRACTOR will have five (5) business days from the date of notification of the conflict by ODJFS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by ODJFS and cannot be resolved to the satisfaction of ODJFS, the conflict will be grounds for terminating the Contract. ODJFS may, at its discretion upon receipt of a written request from CONTRACTOR, authorize an extension of the timeline indicated herein.
4. CONTRACTOR shall submit for ODJFS review and approval a "Conflict of Interest Disclosure Statement" (Disclosure Statement), a "Conflict of Interest Disclosure Statement Questionnaire" (Questionnaire) and, as necessary, a "Conflict of Interest Disclosure Avoidance Plan" (Avoidance Plan), using the following timetable:
  - a. The originals submitted two (2) weeks after the effective date of this Agreement;
  - b. An update Disclosure Statement submitted January 1st of each calendar year thereafter;
  - c. The originals completed by new Medicaid managed care program personnel within ten (10) business days of their hire; and
  - d. An update completed by Program personnel who experience a change in holdings that may create a real or apparent conflict of interest within ten (10) business days of such change.
5. The Disclosure Statement shall fully describe any direct or indirect interest CONTRACTOR, or any parent company or subcontractor, has in any managed care organization (MCO), prepaid inpatient health plan (PIHP), prepaid ambulatory health plan (PAHP), primary care case management (PCCM), or other healthcare provider in the State of Ohio (as defined in 42 CFR 438.810), together with the name and position description of CONTRACTOR, or any parent, director, officer, employee, consultant, or subcontractor (or any of its employees, consultants, or subcontractors) about whom the disclosure is being made.

At a minimum, CONTRACTOR's Disclosure Statement shall disclose the name and address of any and all MCO, PIHP, PAHP, PCCM, or other healthcare provider in the State of Ohio in which:

- a. CONTRACTOR, or any parent corporation, director, officer, consultant, or employee, or any subcontractor or its parent corporation, director, officer, consultant, or employee has a direct or indirect interest of any dollar amount;
- b. CONTRACTOR, or any parent corporation, director, officer, consultant, or employee, or any subcontractor or its parent corporation, director, officer, consultant, or employee assigned to the Contract is a director, officer, partner, trustee, employee, or holder of a management position, or is self-employed; and
- c. CONTRACTOR, or any parent corporation, director, officer, consultant, or employee, or any subcontractor or its parent corporation, director, officer, consultant, or employee assigned to the Contract has derived any direct or indirect income within the twelve (12) months immediately prior to the submittal of a proposal.

6. The Avoidance Plan shall include procedures to:
  - a. Guard against conflict of interest;
  - b. Hold separate any disclosed relationships or any potential conflict of interest relationships that could arise during the life of the Contract, including but not limited to such problematic matters as financial interactions, reporting, sharing of office space, staff interactions, or CONTRACTOR fulfillment of Contract responsibilities; and
  - c. Ensure that CONTRACTOR shall discharge its responsibilities and duties with disinterested skill, zeal, and diligence, and that neither CONTRACTOR, nor any parent corporation, director, officer, consultant, or employee, or any subcontractor or its parent corporation, director, officer, consultant, or employee will be in a position to exploit that position for private benefit or for the benefit of another related party whose interests are or may be in conflict with the interests of ODJFS.
7. Questionnaires shall be completed by all Program personnel and, of those with real or apparent conflicts of interest, Avoidance Plans shall be completed. CONTRACTOR shall provide copies of all Questionnaires and, as necessary, all Avoidance Plans, to ODJFS using the timetable described above.
8. CONTRACTOR shall disclose the name of any proposed subcontractor, consultant, officer, director, or employee who is or was employed by the State of Ohio, ODJFS or other health and human services agency, the Governor's office, the Office of Budget and Management, the office of the Attorney General, and/or the Ohio Legislature as of March 16, 2009.
9. If a real or apparent conflict exists, CONTRACTOR shall submit an Avoidance Plan, together with the Disclosure Statement and Questionnaire, which includes procedures to hold such relationships separate and/or to safeguard against conflicts. If CONTRACTOR has nothing to disclose under this section, it shall so certify in its Disclosure Statement.
10. CONTRACTOR shall furnish to ODJFS the ownership and control information required by 42 CFR 438.810 prior to CED.
11. CONTRACTOR's representative, or the selected designee, shall certify under penalty of perjury that such reports and updates to such reports are accurate, complete and current to the best of that individual's knowledge and belief unless the requirement is expressly waived by the ODJFS Contract Manager in writing.

#### **ARTICLE XI. 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.

In actual contract,

The Signature Page Follows Here:

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**ATTACHMENT C**  
**RFP#: R-1213-07-8035**  
**Technical Proposal Score Sheet**

**PHASE I: Initial Qualifying Criteria**

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RFP Section Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1/5.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	Vendor’s proposal includes all required affirmative statements and certifications, fully signed and completed by the vendor’s responsible representative, as described in Attachment A to the RFP?	IX(A)		
4	Included in those certifications, the vendor states that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	IX(A)		
5	ODJFS’ review of the Auditor of State website verifies that the vendor is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	6.1		
6	The vendor has demonstrated that they have a minimum of ten (10) years experience in manufacturing or distributing diabetic supplies for the retail pharmacy and/or hospital market.	3.1, A		
7	The vendor has shown three (3) years experience in providing rebates to health care plans, including at least two (2) rebate relationships of at least twelve (12) months. Vendors must list the plans for which they provided rebates and the start and end dates for each.	3.1, B		
8	The vendor has provided the most current or previous year’s financial audit with the most recent “no material weakness” letter.	3.1, C, 1 b.		
9	The vendor has provided evidence of a performance bond, such as a letter of commitment from a bonding company for a performance bond of at least 5% of the total annual amount of the value of supplies covered by the contract.	3.1, D		

**PHASE II: Criteria for Scoring of Technical Proposal**

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

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **554** points out of a maximum of **738** technical points (a score that indicates that the proposal essentially meets the State’s program needs), will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. The technical points represent 60% of a possible final total of **1230** of which **492** (40%) maximum points could be awarded in Phase III for the rebate cost proposal. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>REQ. VENDOR INFO. &amp; CERTIFICATIONS</b>							
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RFP.	IX(A)	1				
<b>VENDOR QUALIFICATIONS</b>							
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>							
2	The manufacturer has a minimum of two years experience in maintaining an order processing and distribution network to serve at least 100,000 patients within Ohio.	3.2, A. 1	1				
3	The manufacturer has demonstrated that they have established provider relationships (specifically in Ohio if applicable) to proactively and reactively educate/train prescribers and pharmacies about product operation, functional capability and availability, as well as responding to inquiries and complaints from providers.	3.2, A. 2	2				
4	The manufacturer has demonstrated at least three years experience in processing at least 500,000 transactions per year, from order to product delivery within US.	3.2, A. 3	1				
5	The manufacturer has demonstrated experience with providing preferred diabetic supplies and rebates to health plans similar in size to the FFS population in Ohio Medicaid.	3.2, A. 4	1				
6	The manufacturer has provided examples of at least two, but not more than four, programs for which the manufacturer provided rebates in exchange for preferred status during the last five years. At least one of the examples must be currently operating.	3.2, A. 4	2				
7	The manufacturer has provided names and contact information for each identified health plan, as well as health plan literature that identifies the manufacturer's products as preferred.	3.2, A. 4	1				
8	The manufacturer has demonstrated a minimum of two (2) years experience in call center management.	3.2, B. 1	1				
9	The manufacturer has demonstrated that their call center can answer 90% of all calls received with a live representative within two minutes of wait time.	3.2, B. 1	1				
10	The manufacturer has provided an overview of the manufacturer's established customer call center, including location and hours of operation.	3.2, B. 1	1				
11	The manufacturer has provided a brief overview of the types of staff available to callers (customer service representative, certified diabetes educator (CDE), registered nurse, etc.) and the training required for each type.	3.2, B. 2	1				
12	The manufacturer has demonstrated that 95% of callers to the call center are referred to and able to speak with a CDE within five minutes.	3.2, B. 2	1				
13	The manufacturer has demonstrated that the proposed call center will be open 365 days per year and provide live representatives, including CDEs, at least between the hours of 7:00 a.m. to 10:00 p.m. Ohio time.	3.2, B. 3	1				
14	The manufacturer has provided existing customer service phone numbers.	3.2, B. 4	1				
15	The manufacturer has provided a summary of the organization's history, structure, and ownership, including any subsidiaries and business affiliations.	3.2, C.1 a	1				
16	The manufacturer has demonstrated that the organization's assets are greater than its total unsubstantiated liabilities and that its cash flow is sufficient for the financial viability for the project, if awarded the contract, and sufficient to meet its obligations as they come due.	3.2,C.1.b	1				
17	The manufacturer has demonstrated that the organization is in compliance with IRS, state and local regulations, and with no currently outstanding audit findings by these regulatory authorities.	3.2,C.1.b	1				
18	The manufacturer has provided a statement that they will have a financial audit conducted annually by a qualified and recognized audit firm and present this audit at any time, if requested.	3.2,C.1.b	1				
19	The manufacturer has provided a full disclosure of all existing or pending relationships with manufacturers, suppliers, contractors, subcontractors and joint venture partners associated with the fulfillment of this contract.	3.2, C. 2	1				
20	The manufacturer has provided evidence of liability insurance bond, such as a letter from the manufacturer's insurer.	3.2, C. 3	1				
21	The manufacturer has provided evidence of a performance bond, such as a letter of commitment from a bonding company for a performance bond of at least 5% of the total annual amount of the value of supplies covered by the contract.	3.2, C. 4	1				
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>							
22	The manufacturer has identified, by position and name, at minimum, 1.) account manager and 2.) secondary contact.	3.3, A	1				
23	The manufacturer has included resumes/profiles for account manager and secondary contact positions, including these individuals' training/education and professional experience, and described how their	3.3, A	1				

	training and experience are appropriate to this project and indicative of project success.						
24	The manufacturer has included detail of the operational management and staffing plans that would be utilized for the successful execution of this work. The manufacturer has demonstrated that it has staff with experience in rebates, provider and patient education, warehousing/distribution, and call center management as appropriate for their assigned roles and responsibilities, and has demonstrated the functional capacity for the work.	3.3, B	1				
25	The manufacturer has described the qualifications the manufacturer requires for marketing and education representative positions and the number of representatives normally assigned to Ohio markets, as well as the manufacturer's plans for additional staff during the implementation phase.	3.3, C	1				
<b>SCOPE OF WORK</b>							
26	The manufacturer has provided a detailed work plan that will, at minimum, affirm the ability to perform all components of this scope of work and all deliverables.	4.1	1				
27	The manufacturer has explained how the objectives for this work (Sections 4.3 and 1.4) will be accomplished.	4.1	1				
28	The manufacturer has demonstrated to ODJFS the improvement in quality and health status of Ohio Medicaid consumers expected as a result of this contract.	4.1	1				
29	The manufacturer has delineated how the manufacturer will meet or exceed program goals and objectives.	4.1	1				
<b>OBJECTIVES AND ADMINISTRATIVE STRUCTURES</b>							
30	The manufacturer has described how they will continuously monitor and implement service quality and correction programs as necessary during the course of the contract.	4.3, A. 2	1				
31	The manufacturer has included its plan to ensure that products received by consumers are manufactured with recognized quality manufacturing standards and are serviceable for the role for which they were intended.	4.3, A. 2	2				
32	The manufacturer has provided a detailed description of a rebate program for diabetic testing and/or injection supplies in exchange for being listed as a preferred product on the Ohio Medicaid Preferred Drug List (PDL).	4.3, A. 3	1				
33	The manufacturer has provided a detailed description as to how ODJFS, Medicaid providers and consumers will access the manufacturer's problem resolution system and the typical turnaround time once this system is activated.	4.3, A. 4	1				
34	The manufacturer has provided a status reporting procedure for reporting work completed and resolution of unanticipated problems during the implementation phase.	4.3, B	1				
35	The manufacturer has provided a current organizational chart (including any subcontractors) and has specified the key management and administrative personnel who will be assigned to this project.	4.3, C.	1				
36	The manufacturer has provided a timeline for each component of the scope of work and the project overall. This timeline must include information on how the Program Implementation Milestones will be met.	4.3, D.	2				
<b>SPECIFICATIONS OF DELIVERABLES— PROPOSED WORK PLAN</b>							
37	The manufacturer has described how initial outreach to eligible consumers and prescribers will be conducted, including specific strategies to identify and reach these populations, as well as other creative approaches to assure maximum program participation and benefits.	4.4, A	3				
38	The manufacturer has provided samples of consumer and professional educational and marketing materials and translations for non-English speaking populations.	4.4, A	2				
39	The manufacturer has demonstrated they will provide information through multiple technology and information delivery systems to support the use of the Ohio Preferred Diabetic Supplies and Rebate Program, such as: Manufacturer's web page.	4.4, A	1				
40	The manufacturer has demonstrated they will provide information through multiple technology and information delivery systems to support the use of the Ohio Preferred Diabetic Supplies and Rebate Program, such as: Formulary Flash through Epocrates®.	4.4, A	1				
41	The manufacturer has demonstrated they will provide information through multiple technology and information delivery systems to support the use of the Ohio Preferred Diabetic Supplies and Rebate Program, such as: Targeted prescriber and pharmacy site visits.	4.4, A	1				
42	The manufacturer has described an example of a comparable process of outreach and education that it designed and conducted, including lessons learned, that will contribute to the success of the Ohio Preferred Diabetic Supplies and Rebate Program.	4.4, A	2				

43	The manufacturer has, for each product that is being proposed, described how demand for supplies will be met for the Ohio Medicaid population.	4.4, B	1				
44	The manufacturer has provided an explanation of how the manufacturer will meet demand in the case of a product recall or backorder situation, as well as the manufacturer's recall and backorder history for the previous five years.	4.4, B	2				
45	The manufacturer has described how their products will be distributed to Ohio Medicaid medical and pharmacy providers, including both chain and independent pharmacies.	4.4, B	2				
46	The proposal includes the quantity of each product sold, given as samples and/or provided through direct customer contact in Ohio in 2011.	4.4, B	1				
47	The manufacturer has stated that the Account Manager will provide, at a minimum, a bi-weekly status report to the ODJFS Program Manager regarding the progress of each deliverable during the implementation phase.	4.4, C	1				
	<b>The following will be evaluated on the quality of what manufacturers propose and the ability to meet the needs of the population to be served.</b>						
48	The manufacturer has included and clearly labeled sample kits of all meters the manufacturer proposes, with corresponding test strips.	4.4, E. 1	1				
49	The manufacturer has proposed at least one meter with all of the following features: 1. Alternate site testing; at least one alternate site with FDA-approved testing equivalency to the finger; and 2. Test strip sample size that is less than or equal to 0.3 micro-liters of blood; and 3. Test results in less than five seconds	4.4, E. 1	2				
50	The manufacturer has described the meter(s)' accuracy including: 1. Calibration method including comparison of meter results to laboratory results; 2. Capability to detect interfering substances in the blood sample to ensure accurate blood glucose readings	4.4, E. 1	1				
51	The manufacturer has described the memory capability for the meter(s), including: 1. Record and store 250 blood glucose results 2. Control solution test results 3. Date and time for each conducted test 4. Computer downloading capability with a minimum of 250 readings stored	4.4, E. 1	1				
52	The manufacturer has described the battery life for the meter(s), including: 1. Number of tests 2. Time period 3. Automatic battery shutoff	4.4, E. 1	1				
53	The manufacturer has described warranty coverage for the meter(s).	4.4, E. 1	1				
54	The manufacturer has described language options for the meter(s).	4.4, E. 1	1				
55	The manufacturer has described the meter(s)' availability through retail and mail order pharmacies.	4.4, E. 1	1				
56	The manufacturer has described the meter(s)' enhanced features or additional services.	4.4, E. 1	1				
57	The manufacturer has described the technical specifications for insulin syringes, including: 1. Permanently attached needle 2. Marked with U-100 insulin units 3. Volume 4. Needle gauges and lengths	4.4, E. 2	2				
58	The manufacturer has described the technical specifications for pen needles, including: 1. Needle gauges and lengths 2. Compatibility with insulin and other pre-filled pens	4.4, E. 2	2				
59	The manufacturer has provided multiple ways for consumers and prescribers to submit inquiries and request information, whether of a general or specific nature, and must include toll-free telephone lines, e-mail, and web page access.	4.4, F	1				
60	The manufacturer has shown that all call centers proposed for this project are located in the United States.	4.4, F	1				
61	The manufacturer has included their measures necessary to consistently maintain an average phone queue of less than two minutes, and provided monthly reports of all existing call centers that serve Ohio customers.	4.4, F	1				
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							

**GRAND TOTAL SCORE:**

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**Based upon the Grand Total Technical Score earned, does the vendor’s proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor’s Grand Total Technical Score must be at least 554 points.)**

**Yes \_\_\_\_\_ No \_\_\_\_\_**

(If “No,” Vendor’s Cost Proposal will not be opened.)

If yes, has the manufacturer provided evidence of having an Ohio presence or being certified as MBE/EDGE? If there is no demonstrated Ohio presence or being certified as MBE/EDGE, the manufacturer’s proposal advances to Phase III review but the final technical score remains unchanged. If there is a demonstrated Ohio presence or being certified as MBE/EDGE, the manufacturer’s technical score is increased by ten (10) points each for the Phase III review.

<b>PHASE II B. — Additional Considerations</b>		<b>NO – Phase II A technical score unchanged</b>	<b>YES - Phase II A technical score plus 10 pts.</b>
Number of blood glucose meters proposed: <ul style="list-style-type: none"> <li>• Two meters = 3 points</li> <li>• Three meters = 6 points</li> <li>• Four meters = 8 points</li> <li>• Five or more meters = 10 points</li> </ul>	4.4, E		
Has the manufacturer provided evidence of having an Ohio presence?	6.1 B		
MBE-EDGE manufacturer --Has the manufacturer provided evidence that they are a certified Ohio MBE-EDGE manufacturer?	8.8		
<b>TOTAL SCORE [Phase II A. + Phase II B. score]:</b>			

<b>PHASE III — Cost Proposal Rebate Score</b>		<b>Phase III cost proposal rebate score 492 pts. max</b>
<ul style="list-style-type: none"> <li>• Highest rebate = 492 points</li> <li>• Second highest rebate = 442 points</li> <li>• Third highest rebate = 382 points</li> <li>• Fourth highest rebate = 332 points</li> </ul>	4.4 D	
<b>GRAND TOTAL SCORE [Phase II A. + Phase II B. + Phase III score]:</b>		

