



Department of  
Job and Family Services

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

August 11, 2016

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Letterhead Bid (RLB) number JFSR1617108015 for the purpose of identifying one (1) Ohio Certified Minority Business Enterprise (MBE) vendor to install cabling and associated hardware and perform industry standard testing at various ODJFS locations throughout the State of Ohio. This RLB document is released by ODJFS, Office of Information Services, Infrastructure and Operations. This request will be used to establish an open State of Ohio Purchase Order for the purpose of supporting staff relocation in various networked locations. The proposed work is for the installation of voice and data cabling, telecommunications equipment, audio visual cabling and related equipment. The number of installations of data and telephone will vary depending upon individual office requirements. ODJFS will only accept proposals from MBE vendors who are authorized to provide Computer Hardware, Software, and IT Services under their approved Office of Information Technology (OIT) State Term Schedule (STS).

If your organization is interested in submitting a response for this important project, please obtain the RLB through the ODJFS web site at <http://www.ifs.ohio.gov/rfp/>. In the event of any problems accessing this document or opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at (614) 728-5693.

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

Sincerely,

Jay Easterling  
Deputy Director  
Contracts and Acquisitions

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

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Department of  
Job and Family Services

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

**Ohio Department of Job and Family Services  
Request for Letterhead Bids (RLB)**

**RLB#: JFSR-1617-10-8015**

**CABLE INSTALLATION PROJECT**

**\*MBE Set-Aside\***

**I. Purpose**

The Ohio Department of Job and Family Services (ODJFS) is soliciting bids to identify one (1) Ohio Certified Minority Business Enterprise (MBE) vendor to install cabling and associated hardware and perform industry standard testing at various ODJFS locations throughout the State of Ohio. This Request for Letterhead Bids (RLB) document is released by ODJFS, Office of Information Services, Infrastructure and Operations. This request will be used to establish an open State of Ohio Purchase Order for the purpose of supporting staff relocation in various networked locations. The proposed work is for the installation of voice and data cabling, telecommunications equipment, audio visual cabling and related equipment. The number of data and telephone installations will vary depending upon individual office requirements. There is no guarantee as to the amount of work to be performed or even that work will be performed under this RLB.

ODJFS will only accept bids from MBE vendors authorized to provide Computer Hardware, Software, and IT Services under their approved Office of Information Technology (OIT) State Term Schedule (STS). MBE vendors submitting bids in response to this request must have a valid STS status in effect prior to the bid due date and time. MBE vendors who do not currently have an appropriate STS may contact OIT through the website for information on the STS application process: <http://procure.ohio.gov/proc/ContractsSTS3.asp>.

The vendor's MBE Certification active status must be approved by Department of Administrative Services (DAS) by the time bids are due on this project in order to qualify for consideration. The MBE vendor's STS must be approved by OIT by the time bids are due on this project in order to qualify for consideration.

ODJFS will only accept bids from MBE vendors that demonstrate their capability of providing services as described in this RLB. For the purpose of this RLB, the term "vendor" shall be defined as a qualified organization interested in this opportunity. The terms "bid" and "response" may be used interchangeably in this RLB to indicate the package of materials and information to be submitted by vendors to ODJFS in order to be considered for award of this work.

ODJFS reserves the right to cancel any and all outstanding work requests, if vendor services are no longer required. The ODJFS, Office of Information Services, Infrastructure & Operations shall designate a staff member as ODJFS Contract Manager to provide on-going supervision of the selected vendor through this RLB.

State of Ohio Purchase Orders are one (1) fiscal year in length. A Purchase Order will be created for each fiscal year. ODJFS may renew this RLB for one (1) biennia, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for the contracted services in each State Fiscal Year. Any such

renewal of all or part of the services also is subject to the satisfactory performance of the awarded vendor and the ongoing business and/or technical needs of ODJFS. The maximum duration of this RLB will be until June 30, 2017, with the possibility for a renewal contract that would be in effect from July 1, 2017 through June 30, 2019.

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

## **II. Time and Date of Submission**

Vendors must make their submission not later than 3:00 p.m. Eastern (local) Time on Thursday, September 8, 2016. Faxes will not be accepted. Bids must be addressed to:

**Office of 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**

For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31<sup>st</sup> Floor. All bids received on the due date will be accepted by the Office of Contracts and Acquisitions on the 31<sup>st</sup> Floor of the Rhodes Tower. ODJFS is not responsible for any bids delivered to any address other than the address provided above.

All submissions must be received, complete, by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be considered or added to previous submissions. No confirmations of mailed bids received can be provided. Submission of a bid indicates acceptance by the vendor of the conditions contained in this RLB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between ODJFS and the selected vendor.

## **III. Anticipated Procurement and Project Timetable**

August 11, 2016	ODJFS Releases RLB to Vendors on the DAS and ODJFS Websites; Q&A Period Opens - Vendors may submit inquiries for RLB clarification
August 26, 2016	Vendor Q&A Period closes, 8 a.m. for inquiries for RLB clarification - No further inquiries for RLB clarification will be accepted
September 8, 2016	Deadline for Vendors to Submit Bids to ODJFS (3:00 P.M., local time)
September 15, 2016	ODJFS Issues Vendor Selection Notification Letter (estimated)

September 28, 2016 (estimated)	Contract effective date/Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM.*
June 30, 2017	All project work must be completed. Contract terminates no later than the end of the fiscal year.
July 1, 2007 – June 30, 2019	Possible renewal period.**

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

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

\*\* Subject to approval by OBM, the contract period is expected to run from approximately September 2016 through June 30, 2017, with the possibility for a renewal contract that would be in effect from July 1, 2017 through June 30, 2019, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal may be subject to approval by OBM.

**IV. Internet Question & Answer Period; RLB Clarification Opportunity**

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

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov> ;**
- \* **Select “Doing Business with ODJFS” from the bottom of the page;**
- \* **Select “RFP’s” from the left side column;**
- \* **Select RLB Number *JFSR1617108015* from the list of competitive opportunities;**
- \* **Follow the link to the dedicated web page;**
- \* **Select “Submit Inquiry” near the bottom of the web page;**
- \* **Follow instructions there for submitting questions; or, to view posted questions and answers;**
- \* **Select “View Q and A” near the bottom of the web page.**

Questions about this RLB must reference the relevant part of this RLB, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the vendor, the company name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RLB provision or location within the RLB, or which do not include identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

ODJFS’s responses to all questions asked via the Internet will be posted on the Internet website dedicated to this

RLB, for public reference by any party. ODJFS will not provide answers directly to the vendors that submitted the question. All questions about this RLB that are submitted in accordance with these instructions will be answered on the RLB's dedicated website.

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

Bids in response to this RLB are to take into account any information communicated by ODJFS in the Q&A process for the RLB. It is the responsibility of all vendors to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RLB.

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

## **V. Qualifications**

In order to be considered for the project described in this RLB, ODJFS requires that vendors must provide the following qualification requirements:

### **A. Mandatory Vendor Qualifications**

In order to be considered for the Purchase Order expected to result from this RLB, ODJFS requires that interested vendors must be a current, active status Ohio Certified MBE vendor.

1. MBE vendors are required to submit a copy of their current MBE vendor certification as part of their bids. Bids submitted from any other entity or individuals will be disqualified.
2. MBE vendors are required to provide documentation they are authorized to provide Computer Hardware, Software, and IT Services under an approved OIT STS.

Vendors which do not meet the above requirements will be disqualified from further consideration for award. Additionally, other procedural requirements (such as receipt by ODJFS of a bid by the stated deadline) are established on the Technical Proposal Score Sheet, and failure to comply with any of those will also result in disqualification from any consideration.

### **B. Organizational Experience and Capabilities**

In order to be considered for the Purchase Order expected to result from this RLB, ODJFS requires that vendors provide the following:

1. Background information on the vendor indicating sufficient organizational experience and staffing to perform the required work. In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment are

required as well;

2. Descriptions of at least two (2) but no more than four (4) projects completed in the past three (3) years that demonstrate expertise and are similar in size, scope, and effort that is described in Section VI, Scope of work; and
3. Names and contact information for at least two (2) entities for which the vendor has performed similar scale projects in the past three (3) years.

C. Staff Experience and Capabilities

The vendor must demonstrate its significant expertise by assigning qualified individuals for this project.

1. Please list at least two (2), but no more than five (5) personnel expected to work on the project, with years of experience and certifications. Include resumes.

Example:

Joe Smith – Data cable installer/Audio video/Fiber Technician

Years of Experience

Certified Cable Installer

Certified Cable Technician

Certified RCDD

Certified Optical Fiber Technician

## VI. Scope of Work

The purpose of this RLB is to solicit and secure labor and material rates for planned and unplanned cabling projects at ODJFS state and county offices statewide. This request will be used to establish an open Purchase Order for the purpose of supporting staff relocation in the various networked locations.

The vendor must provide all pricing for the following hypothetical scenarios for the necessary labor and materials on Attachment D. No separate scenario worksheet required. Any mathematical errors in the spreadsheet may result in rejection of the bid. Vendors who do not use the MS Excel spreadsheet format specified in this RLB will have their bids disqualified.

Pricing for all materials and labor must be at or below STS pricing at the time of installation. Material or labor pricing may change after award of the RLB if the vendor's STS pricing changes, but the percentage discount off of the STS pricing may not change. If vendors STS pricing does change upward for any item, those items must be discounted at the same percentage rate as bid in this RLB. If it is determined that STS price increases are excessive, ODJFS may decide to rebid this project at any time. ODJFS may also, at its sole discretion, negotiate with the selected vendor for additional price decreases at any time.

Any items or materials that vendors believe are necessary for the completion of the project that do not appear on the vendor's STS must be added to the vendor's STS prior to submission of a bid or such items may not be charged to ODJFS. No extension time will be granted to allow additional time for the vendor to update their STS beyond the due date of bids to ODJFS. Any miscellaneous items required to complete this project, but not appearing on a STS, cannot and will not be billed to ODJFS.

Pricing requested is for labor and materials anywhere within the State of Ohio. There is no reimbursement for travel expenditures incurred.

### Scenario A

A single one hundred (100) foot CAT 5E cable run from the point of termination (existing IDF patch panel) over a drop ceiling to a hard wall office, terminating into a wall mount faceplate.

### Scenario B

A single one hundred (100) foot pre-terminated fiber cable (Corning - G757524TPNDDU100FT) is required to be installed inside a datacenter. Both ends terminated in a CORNING-C EDGE-01U housing with two (2) CORNING-C ECM-UM12-05-93T modules on each end.

### Scenario C

Install and test, in accordance with Appendix A, one hundred (100) duplex Cat5e cable runs (average length of 200 feet) terminating in hard wall office and/or modular furniture in new MDF into a new 4 post rack and three (3) 48 port patch panels. Racks must be bonded and grounded in accordance with ANSI/EIA/TIA 607 standard and local building codes.

To be provided by the vendor:

- (1) 4 post rack and necessary accessories
- 10 feet 6 gauge grounding wire
- (3) 48 port Cat5E patch panels
- (100) 5 foot patch cords
- (100) 7 foot patch cords

This scenario should be based on a total labor charge of 2 installers at 40 hours each; for a total of 80 Man Hours.

The selected vendor will be awarded a contract and must be prepared to begin work upon receiving a State of Ohio Purchase Order from ODJFS, which is anticipated to be on or about September 29, 2016. Contracts are not valid and enforceable until all funding approvals as required by the Ohio Revised Code Section 126.07 have been obtained by ODJFS, and the actual start-work date can be no earlier than the date of those funding approvals. The designated ODJFS Contract Manager will notify the selected vendor of the actual start-work date. Any work done by the vendor prior to that notification will not be reimbursed by ODJFS.

Contractor must furnish all staff, tools, materials, and equipment necessary to install and test data and telephone cabling outlined in this RLB.

- A. All work must be done in accordance with all national, state, and local codes.
- B. Contractor shall be wholly responsible for any and all damages caused or affiliated with this service.

Job site must be clean and maintained in a safe manner. Vendor is responsible for any and all permits necessary to perform this service.

- A. Vendor is responsible for bringing all materials and equipment to jobsites.
- B. Each telecommunication outlet and all backbone cabling run will be tested and documented according to the guidelines defined in Appendix B, Field Test Requirements.

## **VII. Format of Submission**

Vendors must submit five (5) copies of their response in hard copy and one (1) copy of their response on non-

rewritable compact disc (CD) in Microsoft Word, Microsoft Excel, or Adobe Portable Document Format (PDF). If there is any discrepancy between the paper copy and the electronic copy of the bid, and ODJFS will base its evaluation of the vendor bid on the paper copy.

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

The vendor's Technical Proposal must contain the following components (organized in five (5) primary tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter such as charts, tables, timelines, excerpts of past related projects, etc., must be provided as an appendix to the bid and so marked as an additional tab. However, the bid will be scored based on the relevancy to the stated responsibilities as well as the conciseness, clarity, flow, and professionalism of the information presented. Vendors may add information not called for in the RLB, and ODJFS reserves the right to review or not review any non-required materials. All pages shall be sequentially numbered.

**Tab 1:            ATTACHMENT A--Required Vendor Information and Certifications Document**

Attachment A. - Section I., In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in Attachment A., Section I. to this RLB, entitled "Required Vendor Information & Certifications Document". Vendors may use one of the two options to submit this documentation: 1) print Attachment A., Section I., complete and sign it, and return it as the content of the proposal Tab 1; or 2). provide all the required information and certifications (each fully re-stated from Attachment A.) on company letterhead, properly signed, and include that replication in their proposal Tab 1.

Vendors who fail to provide all information and certifications as described in Attachment A., Section I. in the proposal Tab 1 will be disqualified.

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

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

In the event that the vendor proposes the use of any subcontractor(s), information on the subcontractor(s) and letters of commitment by subcontractors should also be provided in Tab 1.

**Tab 2:            Vendor Qualifications**

The vendor proposal must include all required documents and information as outlined in Section V.

Qualifications demonstrating how the vendor and its staff meet the requirements, specifically:

- Sub-Tab 2a.** Mandatory Vendor Qualifications (Section V., A., 1.)
- Sub-Tab 2b.** Organizational Experience & Capabilities (Section V., B., 1-3)
- Sub-Tab 2c.** Staff Experience and Capabilities (Section V., C., 1.)

**Tab 3:**        **Scope of Work**

The vendor proposal must include their responses to the activities listed in Section VI of this RLB in Tab 3 of their proposal response:

- Sub-Tab 3a.**    **Scenario A**
- Sub-Tab 3b.**    **Scenario B**
- Sub-Tab 3c.**    **Scenario C**

**Tab 4:**        **Cost Itemization**

Indicate your company's itemized quote for this project as indicated accordingly: Appendix A Pricing Spreadsheet (ODJFSWiring.xls)

Vendors are required to submit pricing in a MS Excel spreadsheet using Appendix A as a template. Vendors who do not use the MS Excel spreadsheet format specified in this RLB will have their bids disqualified. Any miscellaneous items required to complete this project, but not appearing on a STS, cannot and will not be billed to ODJFS. Any items or materials that a vendor believes is necessary for the completion of the project that do not appear on the vendor's STS must be added to the vendor's STS prior to submission of a bid or else such items may not be charged to the ODJFS. No extension time will be granted to allow additional time for the vendor/contractor to update their STS beyond the due date of bids to ODJFS.

**Tab 5:**        **Cost Proposal Form**

Indicate your company's cost summary quote for this project as indicated accordingly on Attachment D, Cost Proposal Form.

**VIII.**        **Selection Process**

Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical Proposal. All bids will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS. Vendors should not assume that the review members are familiar with their current work activities with ODJFS. Bids containing lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. If the vendor chooses to list assumptions when submitting their bid, ODJFS may deem assumptions as unacceptable and may reject the bid. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

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

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

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

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

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

A maximum of 140 points will be awarded for the Technical Proposal. A Technical Proposal must achieve a total of at least 105 points (indicating that the vendor is capable of successfully performing contractual duties) out of the possible 140 points to qualify for continued consideration. Any bid which does not meet the minimum required Technical Proposal points will be disqualified from any further consideration and its Cost Proposal will neither be opened nor considered.

**C. Phase III. Review – Costs Scoring:**

Cost will be scored by ranking the vendors on total cost submitted with the bid. The vendor offering the lowest rate will earn a score of fifty (50) points for the Phase III cost score. Vendors offering rates no more than 10% above the lowest rate will earn a score of forty (40) points; those whose rates are more than 10% above but less than 20% above will earn thirty (30) points; those whose rates more than 20% above but less than 30% above will earn twenty (20) points; and those offering rates more than 30% above but less than 40% above will earn ten (10) points. Vendors offering rates in excess of 40% over the lowest rate offered will earn no points in the Phase III cost consideration. The points earned through this process are the vendor’s Phase III score.

**D. Final Selection**

The PRT will recommend for selection the technically qualified vendor with the highest final Total Score. Total Score is determined by adding the available Phase II Technical Proposal points plus Phase III Cost Proposal points (Total Score = Phase II + Phase III).

1. ODJFS reserves the right to cancel any awarded Purchase Order via e-mail notification. ODJFS may cancel any issued Purchase Order due to the unavailable status of the specified staff, as outlined in the vendor’s bid. It is critical to provide only the most qualified and available staff as part of the vendor’s bid in order for ODJFS to score and rank each consultant during the RLB evaluation phase and avoidance of not being awarded the RLB due to the lack of availability of the original vendor’s bid staff.
2. If a vendor’s proposed staff received the highest-ranking score as the result of their submitted bid and that staff is no longer available at the time of purchase order award, ODJFS will move forward with awarding the RLB to the next available highest rank score consultant and their perspective company.
3. ODJFS expects and requires the awarded vendor to secure the same staff for the entire timeframe

of the awarded purchase order. Withdrawal of the staff or lack of availability as agreed in writing by ODJFS management will result in the termination of the purchase order, and a re-evaluation and award of the RLB.

**IX. RLB Process Information and Other Contractual Requirements:**

A. State Contracts

Many of the terms and conditions contained in the model contract are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any changes are subject to ODJFS review and approval.

B. Interview

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

C. Start Work Date

The selected vendor must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected vendor will be notified by the ODJFS contract manager when work may begin. **Any work begun by a contractor prior to this notification will NOT be reimbursable by ODJFS.**

D. Bid Costs

Costs incurred in the preparation of this bid are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility.

E. Trade Secrets Prohibition; Public Information Disclaimer

**Vendors are prohibited from including any trade secret information** as defined in ORC 1333.61 in their bids in response to any ODJFS Requests for Proposals (RFP), Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all bids voluntarily submitted in response to any ODJFS RLB to be free of trade secrets and such bids shall, in their entirety, be made a part of the public record.

All bids and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. After the selection of the vendor, any bids submitted in response to an RLB are deemed to be public records pursuant to R.C. 149.43. The term "bid" shall mean both the Technical and the Cost Proposals, if opened, submitted by the vendor, any attachments, addenda, appendices, or sample products.

Any bids submitted in response to any ODJFS RFP, RLB, etc. which make claims of trade secret

information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

F. Contractual Requirements

Any purchase order resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the OIT STS, which is available upon request. Vendors are strongly encouraged to download and read a copy of the schedule to be fully aware of OIT Schedule requirements.

G. Travel and Parking Expense Reimbursement

No travel or parking expenses, nor any other expenses, will be covered.

H. Public Release of Records

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

I. Confidentiality

All contracts or other business agreements 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.

J. Ethical and Conflict of Interest Requirements

1. No contractor or individual, company or organization seeking a contract or other business agreement 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 contract or other business agreement 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 in 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 other agreement or refusal by ODJFS to enter into a one; 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.

K. Unresolved Findings for Recovery (R.C. 9.24)

Ohio Revised Code 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 bid, the vendor 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 or business agreement

arising out of this RLB, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to the evaluations of any bid submitted pursuant to this RLB. ODJFS will not evaluate a bid from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

L. Mandatory Contract Performance Disclosure

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

M. Mandatory Disclosures of Governmental Investigations

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

N. Vendor Selection Restriction

Any vendor deemed not responsible, or submitting a bid deemed not to be responsive to the terms of this RLB, shall not be selected for this project.

O. Waiver of Minor Proposal Errors

ODJFS may, at its sole discretion, waive minor errors or omissions in proposals, bids, and/or forms when those errors do not unreasonably obscure the meaning of the content. Additionally, ODJFS reserves the right to request clarifications or completions from vendors to any information in their proposals, bids, and/or forms, and may request such clarification as it deems necessary at any point in the proposal/bid review process.

**X. Health Insurance Portability & Accessibility Act (HIPAA) Requirements**

As a condition of receiving a contract from ODJFS, the vendor, 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 under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto.

HIPAA compliance requires, at minimum, that the vendor:

- A. Shall not use or disclose PHI except as specifically required under the terms of the contract with ODJFS, or as otherwise required under the HIPAA regulations or other applicable law.
- B. Shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement.
- C. Shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with the contract or applicable law. In addition, the CONTRACTOR shall mitigate any adverse effects of such a breach to the extent possible.
- D. Shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the contractor and/or ODJFS agree to the same restrictions and conditions that apply to contractor with respect to the use or disclosure of PHI.
- E. 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 related regulations.
- F. Shall make PHI available to ODJFS in order for ODJFS to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by ODJFS, incorporate any amendments into the information held by the contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.
- G. Shall make available its internal practices, books and records relating to the use and disclosure of PHI received from ODJFS, or created and received by the contractor on behalf of ODJFS, to ODJFS and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining ODJFS compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto.
- H. Shall, upon termination of this Agreement, at the option of ODJFS, return to ODJFS, or destroy, all PHI in its possession, and keep no copies of the information except as requested by ODJFS or required by law. If the contractor or its agent or subcontractor destroy any PHI, then the contractor will provide ODJFS with documentation evidencing such destruction. Any PHI maintained by the contractor shall continue to be extended the same as required by HIPAA and ODJFS for as long as it is maintained.

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.

## **XI. State Contracts**

Bids must list any current contracts the vendor has with State of Ohio agencies and universities/colleges. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed. Vendors must complete the “**Required Vendor Information and Certifications**” (provided as **Attachment A**) and include the completed document in the vendor’s proposal as specified in Section VII, Format of Submission.

## **XII. Caveat**

ODJFS is under no obligation to select a vendor as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the bids are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed with the project.

## **XIII. Communications Prohibited**

From the issuance date of the RLB, until a contract is in effect, there may be no communications concerning the RLB between any interested vendor and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RLB or the decision with a formal procurement.

The only exceptions to this prohibition are as follows:

- A. As necessary in the case of any pre-existing business relationship between ODJFS and a vendor which could potentially respond to this RLB, in order to conduct that business;
- B. As part of an interview necessary for ODJFS to make a vendor selection decision;
- C. If it becomes necessary to revise any part of this RLB, revisions will be posted on the ODJFS web page established for this RLB; and
- D. If it becomes necessary to revise any part of this RLB, revisions will be posted on the ODJFS web page: <http://www.state.oh.us/odjfs> and notices of such will be sent to vendors on the original mailing list and to anyone participating in the clarification process conducted pursuant to Section V. above; and
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services:

## **XIV. Protests**

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RLB. 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 RLB being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODJFS;
  5. A statement as to the form of relief requested from ODJFS; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Contracts and Acquisitions, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RLB or any other event preceding the closing date for receipt of 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 RLB.
  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 seventh (7-th) calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Deputy Director  
ODJFS Office of Contracts and Acquisitions  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

**XV. ATTACHMENTS**

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

**XVI. APPENDICES**

- A. Wiring Bid Template Form** (To be completed & included)
- B. Field Test Requirements Form** (To be completed & included)

Thank you for your interest in this project.

# **Attachment A**

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

**Section I – Required Vendor Information**

**Section II - Location of Business Form**

**Attachment A—Section I.**

**REQUIRED VENDOR INFORMATION and CERTIFICATIONS**

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

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

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

**Vendors must provide all information**

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: <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.]	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u> :  Vendor Representative NAME and TITLE: Address: _____ E-Mail Address: _____ Phone #: _____ Fax #: _____	
7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):  Vendor Representative NAME and TITLE: Address: _____ E-Mail Address: _____ Phone #: _____ Fax #: _____	

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

**9. Mandatory Vendor Certifications:**

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

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

AND

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

AND

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Work To Be Performed: \_\_\_\_\_  
(a brief description) \_\_\_\_\_

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

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

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

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

**Total number of contracts:** \_\_\_\_\_

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

**State Agency/Educational Institution:** \_\_\_\_\_

**Contract Dollar Amount:** \_\_\_\_\_

**State Agency/Educational Institution:** \_\_\_\_\_

**Contract Dollar Amount:** \_\_\_\_\_

**State Agency/Educational Institution:** \_\_\_\_\_

**Contract Dollar Amount:** \_\_\_\_\_

*Attach additional pages if needed*

### **11. Vendor and Grantee Ethics Certification**

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

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

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

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Date

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

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

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

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

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

**Attachment A—Section II.**

**Location of Business Form**

Pursuant to Governor’s Executive Order 2011-12K ([www.governor.ohio.gov](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

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

**C-1617-00-0000**

**RECITALS:**

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

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

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. CONTRACTOR will perform its responsibilities (Deliverables) under this Contract as follows: OR CONTRACTOR will perform its responsibilities (Deliverables) under this Contract in accordance with the RFP and the Proposal. The responsibilities are summarized as follows:
- B. The ODJFS Contract Manager is **ODJFS Contract Manager**, or his/her successor.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 business days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODJFS pursuant to the notice provisions of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. **Ownership of Deliverables.**
  - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted 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 is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.
3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS or an advertisement for CONTRACTOR.

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

## ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from \_\_\_\_\_ or the date of issuance of an approved State of Ohio purchase order, whichever is later, through \_\_\_\_\_, unless this Contract is suspended or terminated prior to the expiration date. This Contract may be renewed through June 30, 201X, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.
- B. It is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

## ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is TOTAL AMT Dollars (\$TOTAL). ODJFS will pay an amount up to SFY1 AMT Dollars (\$SFY 1) for State Fiscal Year (SFY) 2016, and up to SFY2 AMT Dollars (\$SFY2) for SFY 2017, expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor's Executive

Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this Section and further agrees to submit all claims to the ODJFS Contract Manager for approval prior to submitting a claim for reimbursement.

- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Contract Manager as long as the total amounts per SFY and the total overall Contract amount remains unchanged. Any changes to the travel costs will require a written amendment to this Contract.
- D. Compensation will be paid pursuant to CONTRACTOR's accepted budget [or cost proposal] as incorporated below [or as attached].
- E. CONTRACTOR will submit detailed invoices on a one-time, monthly, quarterly, annual basis to the ODJFS, Contract Manager, Office, Office Address OR Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
  2. Contract number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract; deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
  5. Description of Deliverables performed during the billing period; and
  6. Other documentation requested by the ODJFS Contract Manager.
- F. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Contract.
- G. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. CONTRACTOR must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- H. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- I. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same SFY, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

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

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of all Deliverables, or once all compensation has been paid.

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

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

- D. Unless otherwise provided for in this ARTICLE, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODJFS has notified CONTRACTOR 2 times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The 2 notices do not have to relate to the same obligation or type of failure. After the second notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate. If ODJFS does not give timely notice of a breach to CONTRACTOR, ODJFS has not waived any of its rights or remedies concerning the breach.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables and refusing any additional orders;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status and percentage of completion of all Deliverables, including the results accomplished and the conclusions reached through Deliverables;
  4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Contract whether completed or not; and
  5. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODJFS will be entitled to utilize another contractor to complete the Deliverables of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for

all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section is in addition to any other remedies available to ODJFS pursuant to this Contract.

- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

#### ARTICLE V. NOTICES

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

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

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- A. [UNIVERSITY] ODJFS agrees that any media (including documents, reports, data, photographs, negatives, electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR; however, CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media.
- B. All ODJFS information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of

Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.

- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61. CONTRACTOR will defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, Title 2 of the Code of Federal Regulations (CFR) Part 200. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is **INSERT RECORDS SCHEDULE [Must be minimum of 3 years, 2 CFR 200.333]**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance with any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODJFS, CONTRACTOR agrees to pay all costs, damages and expenses associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (42 USC 1320d through 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

#### ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. **It is agreed that line item budget modifications may be made, in writing, upon approval by the ODJFS Contract Manager without a written amendment pursuant to ARTICLE III.** Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 business days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any

conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

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

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within 3 years preceding this Contract neither CONTRACTOR nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
  3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.  
**[DELETE IF UNIVERSITY]**
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations

pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

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

- a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
- 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. If applicable, CONTRACTOR agrees to comply with the provisions of Equal Employment Opportunity Clause (41 CFR Part 60), the Davis-Bacon Act (40 USC 3141-3148), the Copeland Act (40 USC 3145), and the Contract Work Hours and Safety Standards Act (40 USC Chapter 37), regarding labor standards for federally assisted construction contracts.
- e. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.

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

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office, within the previous 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal

agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations, and is in compliance with 45 CFR 2543.87 the Byrd anti-lobbying amendment.

- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, CONTRACTOR agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
9. **[Use when program area is requiring] MBE Requirement.**
  - a. CONTRACTOR is required to seek and set aside at least \_\_\_\_% of the cost of work for qualified Minority Business Enterprises (MBE). In seeking MBE subcontractors, the CONTRACTOR must utilize a competitive process to which only Ohio certified MBEs may respond and require the MBE to maintain their certification through the term of the agreement, including any renewals.
  - b. CONTRACTOR shall indicate on all invoices submitted to ODJFS the dollar amount attributed to the goods or services provided by the MBE subcontractors along with documentation of the MBE subcontractor's activities. CONTRACTOR shall report its monetary payments to the MBE subcontractor under this Contract monthly to the ODJFS Contract Manager.
  - c. CONTRACTOR may apply for a modification or waiver of the 15% MBE subcontractor setaside requirement, however, such modification or waiver request may be submitted no earlier than 6 months from the contract award and no later than 2 months of the completion of the contract, whichever is sooner. CONTRACTOR may apply in writing, on a form

prescribed by ODJFS, for a waiver or modification of the MBE set-aside requirement from the ODJFS Contract Manager. CONTRACTOR shall submit evidence acceptable to ODJFS demonstrating that the CONTRACTOR made a good faith effort to seek MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, ODJFS will determine whether CONTRACTOR's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, CONTRACTOR will have an opportunity to attain the requirement before the completion of the work. If CONTRACTOR fails to attain the requirement, CONTRACTOR may be found in non-compliance with the terms of the contract.

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

[UNIVERSITY] CONTRACTOR, a public university, certifies that by executing this Contract, it has reviewed and understands ODJFS's obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Contract outside of the United States. [delete a-d]

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

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

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

- a. CONTRACTOR agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this Contract by reference.
- b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:

- (1) Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
    - (2) Procuring commercial sex acts during the period of performance of the Contract; or
    - (3) Using forced labor in the performance of the Contract.
  - c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
  - d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
11. **[UNIVERSITY] Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), this Contract may be terminated without penalty if CONTRACTOR or any subcontractor paid with Contract funds:
- a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Contract or any subcontracts or subagreements are in effect; or
  - b. Uses forced labor in the performance of activities under this Contract or under any subcontracts or subagreements.
  - c. CONTRACTOR agrees that it shall notify, and require all of its subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph.
  - d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
12. **Civil Rights Assurance.** The CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
13. **Clean Air Act and Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Energy Policy and Conservation Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Regional Office of the USEPA and ODJFS.
15. **Solid Waste Disposal.** CONTRACTOR agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding federal fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.
16. **Rights to Inventions.** If applicable, if any products or services under this Contract meet the definition of "funding agreement" under 37 CFR 401.2(a), and CONTRACTOR enters into a subcontract or

subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable federal and state regulations.

17. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE IX. BUSINESS CONTINUITY PLAN

- A. CONTRACTOR recognizes that certain services under this Contract are vital to ODJFS and must be continued without interruption. CONTRACTOR shall be prepared to continue providing such services identified by ODJFS, during periods of disaster, crisis, or other unexpected break in services based upon a Business Continuity Plan (Plan). CONTRACTOR is required to implement and maintain a sustainable Plan throughout the term of this Contract, and provide the Plan to ODJFS upon request. The Plan will, at a minimum:
1. Enable continued performance under this Contract in the event of a disaster or other unexpected break in services; and
  2. Ensure the continuity for identified vital services and supporting facilities.
- B. For purposes of this Article, the term "disaster" means an unanticipated incident or event, including, but not limited to, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption; or causes data loss, property damage or other business interruption without any prediction for recovery within a commercially reasonable time period.

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODJFS is required to provide individuals and business entities with fewer than 5 employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODJFS has notified CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than 5 employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than 5 employees, please complete page 3 of Attachment A.
- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, infringement resulting, and/or any other claims arising from the performance of the Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- B. **[UNIVERSITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Contract will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- C. **[UNIVERSITY] Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

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

**ARTICLE X. CONSTRUCTION**

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

Signature Page Follows:

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**ATTACHMENT C**  
**RLB#: JFSR1617108015**  
**Technical Proposal Score Sheet**

**PHASE I: Initial Qualifying Criteria**

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RLB Section Reference	YES	NO
1	Was the bid received by the deadline as specified in this RLB?	Section II, III		
2	Did the vendor submit their bid in the format described in this RLB?	Section VII		
3	Does the vendor’s bid include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A to the RLB?	Section VII		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	Sections IX., K, L, M		
5	Does the vendor have a current Ohio Certified MBE/EDGE certification which is appropriate for the work described in this RLB?	Section V., A., 1.		
6	Did the vendor provide documentation showing they are authorized to provide Computer Hardware, Software, and IT Services under an approved OIT STS?	Section V., A., 2		
7	Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RLB?	Section IX., E.		

**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 Information Services. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the Technical Proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RLB, and assign the appropriate point value, as follows:

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

A Technical Proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying Technical Proposal. Technical Proposals which do not meet or exceed a total score of at least **105** points (a score which represents that it “meets” all of the evaluation criteria) out of a maximum of **140** points, will be disqualified from further consideration and its cost proposal will not be opened or considered. Only those vendors whose Technical Proposal meets or exceeds the minimum required technical points will advance to PHASE III of the Technical Proposal Score Sheet.

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn’t Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>							
1	The vendor has provided documentation of the vendor’s experience and staffing necessary for the design, implementation and evaluation of similar types of projects.	V., B., 1.	3				
2	Descriptions of at least two (2), but no more than four (4) projects are similar in size, scope, and effort as described in this RLB.	V., B., 2	2				

3	Names and contact information from at least two (2) entities for which the vendor has performed similar scale projects in the past	V., B., 3.	2				
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>							
4	Vendor lists a minimum of two (2) and a maximum of five (5) personnel expected to work on the project, with individual's years of experience and certifications.	V., C., 1.	2				
5	The vendor has included a resume or curriculum vitae for the assigned technicians who will perform the field-testing.	V.B. I.A.3.	2				
<b>SCOPE OF WORK</b>							
6	Scenario A pricing complete and accurate (ie. STS #, Part#)	VI., Appendix A	1				
7	Scenario B pricing complete and accurate (ie. STS #, Part#)	VI., Appendix A	1				
8	Scenario C pricing complete and accurate (ie. STS #, Part#)	VI., Appendix A	1				
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>GRAND TOTAL SCORE:</b>							

Based upon the Grand Total Technical Score earned, does the vendor's bid proceed to the Phase III, evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 105 points.)

Yes \_\_\_\_\_

No \_\_\_\_\_

(If "No," vendor's bid will not proceed to Phase III scoring.)

**PHASE III – Cost Proposal Consideration**

Price offered is the lowest bid: add 50 points \_\_\_\_\_

No more than 10% above lowest bid: add 40 points \_\_\_\_\_

More than 10%, but less than 20% above lowest bid – add 30 points \_\_\_\_\_

More than 20%, but less than 30% above lowest bid – add 20 points \_\_\_\_\_

More than 30%, but less than 40% above lowest bid – add 10 points \_\_\_\_\_

Those vendor bids in excess of 40% above lowest bid – add 0 points \_\_\_\_\_

\* Must be at least 5% below the stated maximum acceptable price to qualify for ANY added points

**Vendor Phase II Points:** \_\_\_\_\_

**Vendor Phase III Cost Proposal Points:** \_\_\_\_\_

**Vendor's Total Score** \_\_\_\_\_

**ATTACHMENT D: COST  
PROPOSAL FORM**

**Instructions:**

Vendors are to complete the Cost Proposal Form, provided as Attachment D, according to instructions, sign it, and submit it fully completed as the cost proposal.

Vendors are to propose their firm, fixed, all-inclusive rates per A & B below.

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

(A) Total Material Price (Total materials of all scenarios)	Total \$	_____
(B) Total Labor Price (Total labor of all scenarios)	Per Hour Total \$	_____

Total Proposed Cost      \$ \_\_\_\_\_

This is a low cost bid in which the vendor's grand total cost proposal is the sum of the Materials and Labor to complete the work outlined in the RLB. This total along with Appendix C detailed labor and material list is used for purposes of vendor selection.

\_\_\_\_\_  
Name (Signature) and Title

\_\_\_\_\_  
Date of Signature





## Appendix B

### Field Test Requirements

#### I. Cat 5e Installation: field test requirements upon completion of the installation

##### A. General Requirements:

1. Every cabling link in the installation shall be tested in accordance with the Telecommunications Industry Association (TIA) standard ANSI/TIA/EIA-568-B.1 (March 2001) Section 11.2: 100-Ohm twisted-pair transmission performance and field test requirements.
2. One hundred percent of the installed cabling links must be tested and must pass the requirements of the standards mentioned in I.A.2 above and as further detailed in Section I.B. Any failing link must be diagnosed and corrected. The corrective action shall be followed with a new test to prove that the corrected link meets the performance requirements. The final and passing result of the tests for all links shall be provided in the test results documentation in accordance with Section I.C below.
3. Trained technicians who have successfully attended an appropriate training program and have obtained a certificate as proof thereof shall execute the tests. Appropriate training programs include but are not limited to installation certification programs provided by BiCSi or the ACP (Association of Cabling Professionals).
4. The test equipment (tester) shall comply with or exceed the accuracy requirements for enhanced level II (Level II-E) field testers as defined in TIA-568-B; Annex I: Section I.4. The tester including the appropriate interface adapter must meet the specified accuracy requirements. The accuracy requirements for the permanent link test configuration (baseline accuracy plus adapter contribution) are specified in Table I.4 of Annex I of TIA/EIA-568-B.2. (Table I.5 in this TIA document specifies the accuracy requirements for the Channel configuration.)
5. The tester shall be within the calibration period recommended by the vendor in order to achieve the vendor-specified measurement accuracy.
6. The tester interface adapters must be of high quality and the cable shall not show any twisting or kinking resulting from coiling and storing of the tester interface adapters. In order to deliver optimum accuracy, preference is given to a permanent link interface adapter for the tester that can be calibrated to extend the reference plane of the Return Loss measurement to the permanent link interface. The contractor shall provide proof that the interface has been calibrated within the period recommended by the vendor. To ensure that normal handling on the job does not cause measurable Return Loss change, the adapter cord cable shall not be of twisted-pair construction.
7. The Pass or Fail condition for the link-under-test is determined by the results of the required individual tests (detailed in Section I.B). Any Fail or Fail\* result yields a Fail for the link-under-test. In order to achieve an overall Pass condition, the results for each individual test parameter must Pass or Pass\*.
8. A Pass or Fail result for each parameter is determined by comparing the measured values with the specified test limits for that parameter. The test result of a parameter shall be marked with an asterisk (\*) when the result is closer to the test limit than the accuracy of the field tester. The field tester manufacturer must provide documentation as an aid to interpret results

marked with asterisks.

### **Optional Requirements:**

9. A representative of the end-user shall be invited to witness field testing. The representative shall be notified of the start date of the testing phase five business days before testing commences.
10. A representative of the end-user will select a random sample of 5% of the installed links. The representative (or his authorized delegate) shall test these randomly selected links and the results are to be stored in accordance with the prescriptions in Section I.C. The results obtained shall be compared to the data provided by the installation contractor. If more than 2% of the sample results differ in terms of the pass/fail determination, the installation contractor under supervision of the end-user representative shall repeat 100% testing and the cost shall be borne by the installation contractor.

### ***B. Performance Test Parameters***

The test parameters for Cat 5e are defined in TIA Cat 5e standard, which refers to the ANSI/TIA/EIA-568-B.2 standard. The test of each link shall contain all of the following parameters as detailed below. In order to pass the test all measurements (at each frequency in the range from 1 MHz through 100 MHz) must meet or exceed the limit value determined in the above-mentioned standard.

#### **1. Wire Map**

Wire Map shall report Pass if the wiring of each wire-pair from end to end is determined to be correct. The Wire Map results shall include the continuity of the shield connection if present.

#### **2. Length**

The field tester shall be capable of measuring length of all pairs of a basic link or channel based on the propagation delay measurement and the average value for NVP (1). The physical length of the link shall be calculated using the pair with the shortest electrical delay. This length figure shall be reported and shall be used for making the Pass/Fail decision. The Pass/Fail criteria are based on the maximum length allowed for the Permanent Link configuration (90 meters – 295 feet) plus 10% to allow for the variation and uncertainty of NVP.

#### **3. Insertion Loss (Attenuation)**

Insertion Loss is a measure of signal loss in the permanent link or channel. The term “Attenuation” has been used to designate “Insertion Loss.” Insertion Loss shall be tested from 1 MHz through 100 MHz in maximum step size of 1 MHz. It is preferred to measure insertion loss at the same frequency intervals as NEXT Loss in order to provide a more accurate calculation of the Attenuation-to-Crosstalk ratio (ACR) parameter. Minimum test results documentation (summary results): Identify the worst wire pair (1 of 4 possible). The test results for the worst wire pair must show the highest attenuation value measured (worst case), the frequency at which this worst case value occurs, and the test limit value at this frequency.

#### 4. NEXT Loss

Pair-to-pair near-end crosstalk loss (abbreviated as NEXT Loss) shall be tested for each wire pair combination from each end of the link (a total of 12 pair combinations). This parameter is to be measured from 1 through 100 MHz. NEXT Loss measures the crosstalk disturbance on a wire pair at the end from which the disturbance signal is transmitted (near-end) on the disturbing pair. The maximum step size for NEXT Loss measurements shall not exceed the maximum step size defined in the standard as shown in Table 1, column 2. Minimum test results documentation (summary results): Identify the wire pair combination that exhibits the worst case NEXT margin (2) *and* the wire pair combination that exhibits the worst value of NEXT (worst case). NEXT is to be measured from each end of the link-under-test. These wire pair combinations must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

Frequency Range (MHz)	Maximum Step size (MHz)
1 – 31.25	0.15
31.26 – 100	0.25

**Table  
1**

#### 5. PSNEXT Loss

Power Sum NEXT Loss shall be evaluated and reported for each wire pair from both ends of the link under-test (a total of eight results). PSNEXT Loss captures the combined near-end crosstalk effect (statistical) on a wire pair when all other pairs actively transmit signals. Like NEXT this test parameter must be evaluated from 1 through 100 MHz and the step size may not exceed the maximum step size defined in the standard as shown in Table 1, column 2.

Minimum test results documentation (summary results): Identify the wire pair that exhibits the worst-case margin and the wire pair that exhibits the worst value for PSNEXT. These wire pairs must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

#### 6. ELFEXT Loss, pair-to-pair

Pair-to-pair FEXT Loss shall be measured for each wire-pair combination from both ends of the link under-test. FEXT Loss measures the crosstalk disturbance on a wire pair at the opposite end (far-end) from which the transmitter emits the disturbing signal on the disturbing pair. FEXT is measured to compute ELFEXT Loss that must be evaluated and reported in the test results. ELFEXT measures the relative strength of the far-end crosstalk disturbance relative to the attenuated signal that arrives at the end of the link. This test yields 24 wire pair combinations. ELFEXT is to be measured from 1 through 100 MHz and the maximum step size for FEXT Loss measurements shall not exceed the maximum step size defined in the standard as in Table 1, column 2.

Minimum test results documentation (summary results): Identify the wire pair combination that exhibits the worst-case margin and the wire pair combination that exhibits the worst value for ELFEXT. These wire pairs must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

## **7. PSELFEXT Loss**

Power Sum ELFEXT is a calculated parameter that combines the effect of the FEXT disturbance from three wire pairs on the fourth one. This test yields eight wire-pair combinations. Each wire-pair is evaluated from 1 through 100 MHz in frequency increments that do not exceed the maximum step size defined in the standard as shown in Table 1, column 2. Minimum test results documentation (summary results): Identify the wire pair that exhibits the worst pair combinations must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

## **8. Return Loss**

Return Loss (RL) measures the total energy reflected on each wire pair. Return Loss is to be measured from both ends of the link-under-test for each wire pair. This parameter is also to be measured from 1 through 100 MHz in frequency increments that do not exceed the maximum step size defined in the standard as shown in Table 1, column 2.

Minimum test results documentation (summary results): Identify the wire pair that exhibits the worst-case margin and the wire pair that exhibits the worst value for Return Loss. These wire pairs must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

**9. ACR** (Attenuation to crosstalk ratio) [This parameter is not demanded by the standard but may be required in order to obtain the premise wiring manufacturer's warranty]. ACR provides an indication of bandwidth for the two wire-pair network applications. ACR is a computed parameter that is analogous to ELFEXT and expresses the signal to noise ratio for a two wire-pair system. This calculation yields 12 combinations – six from each end of the link. Minimum test results documentation (summary results): Identify the wire pair combination that exhibits the worst-case margin and the wire pair combination that exhibits the worst value for ACR. These wire pair combinations must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

**10. PSACR** [This parameter is not required by the standard but may be required in order to obtain the premise wiring vendor's warranty]. The Power Sum version of ACR is based on PSNEXT and takes into account the combined NEXT disturbance of all adjacent wire pairs on each individual pair. This calculation yields eight combinations –one for each wire pair from both ends of the link. Minimum test results documentation (summary results): Identify the wire pair that exhibits the worst-case margin and the wire pair that exhibits the worst value for PSACR. These wire pairs must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

**11. Propagation Delay** Propagation delay is the time required for the signal to travel from one of the link to the other. This measurement is to be performed for each of the four wire pairs. Minimum test results documentation (summary results): Identify the wire pair with the worst-case propagation delay. The report shall include the propagation delay value measured as well as the test limit value.

**12. Delay Skew** [as defined in TIA/EIA-568-B.1; Section 11.2.4.11] This parameter shows the difference in propagation delay between the four wire pairs. The pair with the shortest propagation delay is the reference pair with a delay skew value of zero. Minimum test results documentation (summary results): Identify the wire pair with the worst-case propagation delay (the longest propagation delay). The report shall include the delay skew value measured as well as the test limit value.

### ***C. Test Result Documentation***

1. The test results information for each link shall be recorded in the memory of the field tester upon completion of the test.
2. The test results records saved by the tester shall be transferred into a Windows™-based database utility that allows for the maintenance, inspection and archiving of these test records. A guarantee must be made that the measurement results are transferred to the PC unaltered, i.e., “as saved in the tester” at the end of each test and that these results cannot be modified at a later time. Superior protection in this regard is offered by testers that transfer the numeric measurement data from the tester to the PC in a non-printable format.
3. The database for the completed job shall be stored and delivered on CD-ROM including the software tools required to view, inspect, and print any selection of test reports.
4. A paper copy of the test results shall be provided that lists all the links that have been tested with the following summary information
  - a) The identification of the link in accordance with the naming convention defined in the overall system documentation
  - b) The overall Pass/Fail evaluation of the link-under-test including the NEXT Headroom (overall worst case) number
  - c) The date and time the test results were saved in the memory of the tester.
5. General Information to be provided in the electronic data base with the test results information for each link:
  - a) The identification of the customer site as specified by the end-user
  - b) The identification of the link in accordance with the naming convention defined in the overall system documentation
  - c) The overall Pass/Fail evaluation of the link-under-test
  - d) The name of the standard selected to execute the stored test results
  - e) The cable type and the value of NVP used for length calculations
  - f) The date and time the test results were saved in the memory of the tester
  - g) The brand name, model and serial number of the tester
  - h) The identification of the tester interface
  - i) The revision of the tester software and the revision of the test standards database

in the tester

- j) The test results information must contain information on each of the required test parameters that are listed in Section I.B and as further detailed below under paragraph I.C6.
6. The detailed test results data to be provided in the electronic database for each tested link must contain the following information (*only one of these two formats must be specified*):
- a) For each of the frequency-dependent test parameters, the value measured at every frequency during the test is stored. In this case, the PC-resident database program must be able to process the stored results to display and print a color graph of the measured parameters. The PC-resident software must also provide a summary numeric format in which some critical information is provided numerically as defined by the summary results (minimum numeric test results documentation) as outlined above for each of the test parameters.  
**Length:** Identify the wire-pair with the shortest electrical length, the value of the length rounded to the nearest 0.1 m (1) and the test limit value.  
**Propagation delay:** Identify the pair with the shortest propagation delay, the value measured in nanoseconds (ns) and the test limit value.  
**Delay Skew:** Identify the pair with the largest value for delay skew, the value calculated in nanoseconds (ns) and the test limit value.  
**Attenuation:** Minimum test results documentation as explained in Section I.B for the worst pair.  
**Return Loss:** Minimum test results documentation as explained in Section I.B for the worst pair as measured from each end of the link.  
**NEXT, ELFEXT, ACR:** Minimum test results documentation as explained in Section I.B for the worst pair combination as measured from each end of the link.  
**PSNEXT, PSELFEXT, and PSACR:** Minimum test results documentation as explained in Section I.B for the worst pair as measured from each end of the link.
  - b) For each of the frequency-dependent test parameters, the minimum test results documentation shall be stored for each wire-pair or wire-pair combination as observed from each end of the link. The minimum test results documentation for each test parameter shall be in compliance with the information in Section I.B.

Link length, propagation delay, and delay skew shall be reported for each wire pair as well as the test limit for each of these parameters.

*1: Nominal Velocity of Propagation (NVP) expresses the speed of the electrical signals along the cabling link in relation to the speed of light in vacuum ( $3 \times 10^8$  m/second). Insulation characteristics and twist rate of the wire pair influence NVP in minor ways. Typically, an 'average' value for NVP is published for all four wire-pairs in a data cable.*

*2: 'Margin' designates the difference between the measured value and the corresponding test limit value. For passing links, 'worst case margin' identifies the **smallest** margin over the entire frequency range; the point at which the measured performance is "closest" to the test limit.*