



Department of
Aging

John Kasich, Governor
Bonnie Kantor-Burman, Director

REQUEST FOR PROPOSALS
MBE SET ASIDE ONLY

RFP NUMBER: ODAW130036
Date Issued: August 24, 2012

The Ohio Department of Aging (ODA) is requesting Bids for:

**PROFESSIONAL SERVICES TO DEVELOP
THE GOLDEN BUCKEYE COMMUNITY INITIATIVE MBE SET ASIDE ONLY**

Note: This Request for Proposals is an MBE Set Aside. Only DAS/EOD-certified vendors may respond or be considered. Bidders must indicate their DAS/EOD Certification number on the Bidder Response Form (Part Five).

Inquiry Period Begins: August 24, 2012
Inquiry Period Ends: August 31, 2012
3:00 PM Eastern Daylight Time

Opening Date: September 7, 2012
Opening Time: 3:00 PM Eastern Daylight Time

Opening Location (Mail or Deliver Sealed bid to this Address): Ohio Department of Aging
50 West Broad Street, 9th Floor
Columbus, OH 43215
Cathy McNamara, Accounting Manager

Description

The Ohio Department of Aging (ODA) seeks bids from qualified individuals or organizations to perform professional services to work with the ODA Communications and Government Outreach Division. ODA seeks experts in the field of community-based services, with an emphasis on long-term services and supports for the aging and persons with disabilities, to develop a new initiative within ODA's Golden Buckeye program, the Golden Buckeye Community. The first deliverable, a communications and project plan, must be completed by Friday, October 19, 2012, 3:00 p.m. to support the launch of the initiative in Cleveland, Ohio. ODA has budgeted \$40,000 from a federal grant, "Ohio's Unified Prevention and Long-Term Care System Initiative," for this project.

TABLE OF CONTENTS

- I. General Instructions
- II. RFP Timeframe Requirements
- III. Overview of Services, Exhibit A
- IV. Declaration Statements Explanation
- V. Bid Response Form

ATTACHMENTS

- Attachment 1 Standard Terms and Conditions
- Attachment 2 Bidder Profile
- Attachment 3 Declaration Statement

Requirements for Proposals

Attached is an Ohio Department of Aging (ODA) Request for Proposal (RFP). If you are interested in responding please complete the “Bidder Response” and attach all documentation required. Provided below are additional requirements and directions for all potential Bidders.

Proposal Format

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional relevant information.

- After reviewing Part Three, Exhibit A; Part 4, regarding the Declaration Statements Explanations and Attachment Three, (Standard Terms and Conditions) and if applicable, other attachments, complete and sign “Bidder Response.”
- Directions for completion of the Bidder Response Form:
 - Sections should all be completed. We request that they be typed or legibly printed.
 - Proposed costs are to be ALL INCLUSIVE. Services will NOT be reimbursed if they are not listed. If the proposed cost is based upon a fee schedule or budget, be sure to attach these documents.
 - Attach any and all documents requested.
- General Notes:
 - If you have any questions, please submit an inquiry as directed in Part One, General Instructions.
 - Make a note of the deadline date and time detailed in Part Two, RFP Time Requirements. This information provides the date and time that your Response must be received by the ODA Site requesting the bid. There will be no exceptions.
 - Be sure to return the ENTIRE package received (not just the “Bidder Response” page but also all attachments), with original signatures, (blue ink is preferred) and five (5) copies of the complete package.
 - Bidder Response Form
 - Detailed Description of Proposal:
 - Documentation that reflects knowledge, experience, and resources to complete the deliverables.
 - Detailed plan describing how project will be implemented.
 - Description of the bidder’s experience and expertise conducting similar projects.
 - Qualifications of key project personnel, including resumes.
 - A description of contingency plans for completing the project
 - A minimum of three (3) references in the past five (5) years.
 - A “Provider Checklist” is attached (final page) to assist you with completing the RFP package. Include the completed checklist with your package.

PART ONE: GENERAL INSTRUCTIONS

I. GENERAL INSTRUCTIONS

A. Contacts

The following section provides details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

The following Project Representative will represent ODA during the Bid process:

Name: Cathy McNamara, Accounting Manager
Division: Ohio Department of Aging, Fiscal Division
Address: 50 West Broad Street, 9th Floor
Columbus, Ohio 43215

RFP Manager: During the RFP process – communication should be only via email, with:
Cathy McNamara
CMcNamara@age.state.oh.us

During the performance of the Contract, a Project Representative will represent ODA and will be the primary contact for matters relating to the Contract. ODA will designate the Contract Monitor in writing at the time the contract is awarded.

By submitting a Bid, the Bidder acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.

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

B. Inquiries/Clarifications

Bidders may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Timeframe Requirements. To make an inquiry, Bidders must access the Department of Administrative Services (DAS) State Procurement Website and post their inquiries. All inquiries must be received prior to the end of the Inquiry Period listed on the cover page. The state will make every effort to post responses within 48 hours. All inquiries and responses will be posted on the website where the bid opportunity is posted. Interested bidders will be able to access the questions and answers during the time the bid is posted.

Bidders may make inquiries regarding this RFP any time during the inquiry period listed in the Timeframe Requirements, at this website: www.ohio.gov/procure

The Inquiry function may be accessed at this site, by choosing, "Selling to the State", "Procurement Opportunities", click in the area "Advanced Search for Procurement Opportunities," enter the "Document Number" and click the "Search" button.

The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Inquiries and or requests for clarification about a specific portion of this RFP must reference the relevant part of this RFP and include the provision heading with the RFP page number. The inquiry must contain the name of the prospective Bidder, and prospective Bidder's representative who should receive the response, including the representative's business telephone and fax numbers.

Bidders who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with ODA staff or any other agency of the State to discuss the bid may result in the bidder being deemed not responsive.

C. Bid Deadline and Requirement

Each bidder should submit the complete, sealed, and signed original and five (5) complete, signed copies of its Bid, with the outside of the envelope(s) clearly marked as indicated in Part Two. The Original and all copies should include:

- the entire bid document;
- Completed, Bidder Response;
- Completed, signed Declaration Pages;
- Ohio Administrative Knowledge System (OAKS) vendor identification number. If bidder does not currently have an OAKS vendor identification number, it can be obtained from the following website: <http://ohiosharedservices.ohio.gov/Vendors.aspx?Page=2>
Select the Vendor Information Form link.
The process can take up to 5 business days.
- Completed checklist.

Acceptable delivery methods for submission of contractor Bids are U.S. Mail, any over night or express delivery service, courier, or hand delivery. All Bids must be received at the submission address indicated within this RFP no later than 3:00 pm, Eastern Standard Time on the listed deadline date. No Bids will be accepted after the deadline. The time clock at the receiving facility will rule the official receipt time.

Submit Bids to the ODA RFP Project Representative named under the Contact.

ODA may reject any Bids or unsolicited Bid amendments received after the deadline. ODA will reject late Bids regardless of the cause for the delay. Should a disagreement occur regarding delivery, the Bidder must provide evidence of delivery date and time.

Each Bidder must carefully review the requirements of this RFP and the contents of its Bid. Once opened, Bids cannot be altered, except as allowed by this RFP.

ODA may reject any Bid if the Bidder takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Bidder's Bid fails to meet any requirement of this RFP. ODA may also reject any Bid that it believes is not in its interests to accept and may decide not to do business with any of the potential contractors responding to this RFP.

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

All Bids and other submitted material will become the property of ODA and will not be returned. The Bidder should not include proprietary information in a Bid because ODA maintains the right to use any materials or ideas submitted without compensation to the Bidder. Additionally, all Bids will be open to the public after ODA awards the Contract.

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

D. Waiver of Defects

ODA maintains the right to waive any defects in any Bid or in the Bidder's submission process. ODA will only waive immaterial defects if it believes that is in ODA's interest.

E. Bid Instructions

The Contractor must organize each Bid in a manner consistent with the order of this RFP and any attachments, if any.

ODA wants clear and concise Bids. Potential contractors should take care to completely answer questions and meet all RFP requirements.

The requirements for the Bid's contents and formatting are contained in an attachment to this RFP.

ODA will not be liable for any costs incurred by any Bidder in responding to this RFP, even if the ODA does not award a Contract through this process. ODA may decide not to award a service contract. It may also cancel this RFP and contract for these services through some other process or by issuing another RFP.

The requirements for the Bid's contents and formatting are contained in an attachment to this RFP. A bid must be judged as responsive and responsible in order to be considered for award.

Responsive: A bidder is responsive if its bid responds to the bid specifications and requests for documents and attachments in all material respects; and, contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair advantage.

Responsible: ODA's determination of a bidder's responsibility includes the following factors:

1. experience of the bidder;
2. bidder's financial condition;
3. bidder's conduct and performance on previous contracts;
4. the bidder's facilities (if applicable);
5. the bidder's management skills;
6. the bidder's ability to execute the contract properly, and;
7. review of Federal and the Ohio Department of Transportation debarment list.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PART TWO: RFP TIMEFRAME REQUIREMENTS

II. RFP TIMEFRAME REQUIREMENTS

A. Firm Dates

RFP Issued:	Friday, August 24, 2012
Inquiry Period Begins:	Friday, August 24, 2012
Inquiry Period Ends:	Friday, August 31, 2012 3:00 PM Eastern Daylight Time
Bid Due Date:	Friday, September 7 by 3:00 PM Eastern Daylight Time
Work Begins:	Date of final signature or as requested
First Deliverable Due:	Friday, October 19, 2012

Failure to meet a deadline, in the submission or evaluation phases or any objection to the dates for performance in the Bid phase, may result in the ODA not considering the Bid of the Bidder.

B. Amendments to Bids

Amendments or withdrawals of Bids are allowed until 3:00 P.M., Eastern Daylight Time, on the stated Bid Due Date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

C. Bid Deadline and Requirement

Each Bidder must submit its Bid, in a sealed envelope, with the outside of each envelope clearly marked as:

GOLDEN BUCKEYE COMMUNITY INITIATIVE

The term of this contract is from date of final signature to 06/30/13 and may be renewed for any period of time up to twenty-four (24) additional months.

PART THREE: OVERVIEW OF SERVICES

EXHIBIT A

A. STATEMENT OF NEED:

The Ohio Department of Aging (ODA) seeks bids from qualified individuals or organizations to perform professional services to work with the ODA Communications and Government Outreach Division. ODA seeks experts in the field of community-based services, with an emphasis on long-term services and supports for the aging and persons with disabilities, to develop a new initiative within ODA's Golden Buckeye program, the Golden Buckeye Community.

B. STATEMENT OF SERVICES:

ODA seeks to ensure that all communities integrate aging needs into their plans and services. Accordingly, ODA, as a grantee for the federal Administration on Aging (for Ohio's Unified Prevention and Long-Term Care System initiative) seeks to develop programs, partnerships and referral tools to ensure access to a comprehensive, sustainable set of high quality services relevant to the aging population in Ohio's communities.

To date, ODA's Golden Buckeye program has solely been a discount card program. Utilizing the brand recognition of Golden Buckeye, ODA seeks to designate certain communities that are focused on the health, wellness and vitality of their residents as Golden Buckeye Communities. ODA seeks to develop a range of best practices and partnerships that will enable a community to become a "Golden Buckeye Community". ODA also seeks to demonstrate to the communities in Ohio the overall health and wellness benefits that will be gained by their residents when the community participates in the Golden Buckeye Community model.

Ohio seeks to launch the Golden Buckeye Community in the Cleveland, Ohio area. In July 2013, the Cleveland area is hosting the National Senior Olympic Games. Working with other partners that are devoting efforts to Cleveland's health, wellness and vitality, ODA seeks to build a replicable Golden Buckeye Community model in the year preceding the Senior Games, with a launch of the model in July 2013.

C. KNOWLEDGE AND EXPERIENCE:

- Ohio-based individuals or organizations will receive top priority
- State of Ohio MBE/EDGE certification required
- Responders may partner with other local or national experts, however, partnerships must be detailed in bid response
- Responses must demonstrate previous success in the development and implementation of programs that support aging and/or disabilities in the community

D. DELIVERABLES:

ODA has budgeted \$40,000 from a federal grant, "Ohio's Unified Prevention and Long-Term Care System Initiative," for this project.

- 1) Develop a communications and project management plan for the new Golden Buckeye Community initiative.
- 2) Identify, analyze, build and leverage public and private partnerships in the Cleveland area that will work together to integrate aging needs in Cleveland's community plans and services.
- 3) Identify existing, and recommend new, promising practices in Ohio (specifically for the Cleveland area) that will ensure access to a comprehensive, sustainable set of high quality services relevant to the aging population.

- 4) Facilitate the pilot of the Golden Buckeye Community initiative with key stakeholders in the Cleveland area to identify final recommendations of best practices by July 1, 2013

E. SELECTION CRITERIA:

Bidders must provide documentation with the bid response that reflects the depth of knowledge, programmatic experience, and resources necessary to complete the deliverables.

Project Implementation Plan - The bidder will provide a detailed plan description of how all the requirements specific to this project will be implemented, including each item. All the tasks must be clearly identified and discussed. Responses should address and specify the deliverables.

- The bid shall include a description of the bidder's experience and expertise conducting similar projects. The description must include how the bidder meets the qualifications.
- The bid shall identify and describe the bidder's experience; including success stories as an example of the bidder's capacity.
- The bidder shall identify the qualifications of key project personnel and their responsibilities to the project, including resumes. The bidder shall include the amount of time that lead and key project personnel will be expected to work on the project. A description of contingency plans for completing the project, should the lead or key personnel become unavailable for any reason is also required.

Bidders must submit a listing of a minimum of three (3) references in the past five (5) years. Failure to provide references that are able, available and willing to answer questions pertinent to the bidder's performance and job satisfaction may deem the bidder as not responsive and further consideration for award may not be given.

The bid response should include requested documentation and references. Should the document (s) not be included with the bid response, the document(s) will be requested during the bid evaluation. Should the document(s) be requested during the evaluation, the bidder will be provided two (2) business days to submit the document(s). Failure to provide the documents by the deadline provided may deem the bidder not responsive and further consideration for award may not be given.

F. RENEWAL CLAUSE:

At the sole option of ODA, this contract may be renewed annually under the same terms and conditions applicable to this contract for the period beginning **7/01/2013** and ending **6/30/2014**. In order to exercise this option, ODA must advise the Contractor, in writing, sixty (60) days prior to the expiration of current contract.

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

The Ohio Department of Aging reserves the right to reject any and all proposals where the offeree takes exception to ODA terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

The Ohio Department of Aging reserves the right to reject, in whole or in part, any and all proposals where the offeree, taking into consideration factors including, but not limited to, price and the results of the evaluation process (if applicable), has determined that the award of a contract would not be in the best interest of the offeree or the state.

PROPOSAL EVALUATION SCORING SHEET

Vendor: _____

Reviewer: _____

The rater must provide comments in each area.

All bullet points in each section should be used as “thinking points” for consideration when scoring.

I. SERVICES DELIVERY (40 points maximum)

<u>Meets requirements of Exhibit A.</u>	<u>Poor</u>	<u>Adequate</u>	<u>Good</u>	<u>Superior</u>
Proposal reflects vendor’s ability to develop a communications and project plan for the new Golden Buckeye Community Initiative.	0	3	7	10
Proposal reflects vendor’s ability to identify, analyze, build, and leverage public and private partnerships in the Cleveland area that will work together to integrate aging needs in Cleveland’s community plans and services.	0	3	7	10
Proposal reflects vendor’s ability to identify existing and recommend new promising practices in Ohio (specifically for the Cleveland area) that will ensure access to a comprehensive, sustainable set of high quality services relevant to the aging population.	0	3	7	10
Proposal reflects vendor’s ability to facilitate the pilot of the Golden Buckeye Community Initiative with key stakeholders in the Cleveland area to identify final recommendations of best practices.	0	3	7	10
Total for each column:				
Total for Services delivery:				

Comments:

II. KNOWLEDGE & EXPERIENCE (30 points maximum)

<u>Demonstrates past success in the development and implementation of programs that support aging and/or disabilities in the community.</u>	<u>Poor</u>	<u>Adequate</u>	<u>Good</u>	<u>Superior</u>
Proposal reflects the vendor's experience and expertise conducting similar projects. The description must include how the vendor meets qualifications.	0	3	7	10
Proposal shall identify and describe the vendor's experience, including success stories as an example of the vendor's capacity.	0	3	7	10
Proposal reflects the qualifications of key project personnel and their responsibilities to the project, including resumes. The vendor shall include the amount of time that lead and key project personnel will be expected to work on the project. A description of contingency plans for completing the project, should the lead or key personnel become unavailable for any reason, must be included.	0	3	7	10
Total for each column:				
Total for Knowledge and Experience:				

Comments:

III. BUDGET (10 points maximum)

<u>Deliverables are clear and concise.</u>	<u>Poor</u>	<u>Adequate</u>	<u>Good</u>	<u>Superior</u>
Deliverable prices are reasonable to meet the needs of the ODA.	0	3	7	10
Total for Budget:				

Comments:

IV. INTERVIEW (20 points maximum)

Interview:	Poor	Adequate	Good	Superior
Interview responses are credible, informative, and convey an understanding of the project and an ability to complete the work.	0	6	14	20
Total for Interview:				

Comments:

D. Scoring Summary

Total for Services delivery (40 max):	
Total for Knowledge and Experience (30 max):	
Total for Budget (10 max):	
Total for Interview (20 max):	
Grand Total:	

Comments:

PART FOUR: DECLARATION STATEMENT EXPLANATIONS

I. Instructions – The intent of this part of the bid document is to clarify the items that will be required to implement a contract and to explain the Declaration Statements on Attachment Three. Bidders must sign and return Attachment Three with their bid response.

Ohio Elections Law

A. Prohibition

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

B. Individual, Partnership, Association, Estate or Trust

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

C. Corporation or Business Trust

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

Ohio Ethics and Conflict of Interest Laws

By signature on this document, certifies it has reviewed and understands the Ohio ethics and conflict of interest laws; and, will take no action inconsistent with those laws. The Vendor understands that failure to comply with those laws is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

Prohibition of the Use of Public Funds for Offshore Services:

In accordance with Executive Order 2011-12K, regarding the prohibition on the purchase of offshore services, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands the provisions of Executive Order 2011-12K; (2) it understands and will abide by the requirements of this order; (3) will disclose the location(s) where all services will be performed by any contractor or subcontractor; (4) will disclose the location(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up, or stored; (5) will disclose any shift in the location of any services being provided by the contractor or subcontractor; (6) will disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website:

<http://www.governor.ohio.gov/Default.aspx?tabid=1495>

The Bidder/Offeror shall provide all the name(s) and locations where services under this Contract will be performed in the spaces provided within the Declaration Pages. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

Equal Employment Opportunity:

The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website: <http://www.das.ohio.gov/Eod/AAPV.htm>

Statement of Compliance

ODA intends for the Contractor, all of the Contractor's employees and/or subcontractors to implement and comply with all federal and Ohio laws, and rules of the Ohio Administrative Code as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted.

Bidder Profile Summary

Using the form provided in Attachment Two, the Bidder must provide a three-year history of all contracts, for which the Bidder is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP. Information provided includes: Company name and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this RFP. Attachment Two may be reproduced as needed to respond to the mandatory requirements and desirable requirements as stated in this RFP.

Conflict of Interest

Each Bid must include a statement indicating whether the Bidder, or any people that may work on the project through the Bidder, have a possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of these services. ODA has the right to reject a Bid in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict. See third page of Declaration Statements, Attachment Three.

Ohio Administrative Knowledge System (OAKS) vendor identification number.

Each Bid must include the bidder's Ohio Administrative Knowledge System (OAKS) vendor identification number.

If bidder does not currently have an OAKS vendor identification number, it can be obtained from the following website: <http://ohiosharedservices.ohio.gov/Vendors.aspx?Page=2>

Select the Vendor Information Form link.

The process can take up to 5 business days.

PART FIVE: BIDDER RESPONSE FORM

BIDDER RESPONSE

ODAW130036 MBE Set Aside Only – Golden Buckeye Community Initiative

Please print or type

Bid Due Date: 09/07/2012

Bid Due Time: 3:00 PM EDT

Bidder's Name:	Company Name (if applicable)
Address:	Telephone Number:
Contact Person's Name (if different from above)	Email Address:
Ohio Administrative knowledge Systems (OAKS) Vendor identification number:	DAS/EOD Certification Number (Required):

Item No.	Deliverable:	Extended Amount
1	Develop a communications and project management plan for the new Golden Buckeye Community initiative.	
2	Identify, analyze, build and leverage public and private partnerships in the Cleveland area that will work together to integrate aging needs in Cleveland's community plans and services.	
3	Identify existing, and recommend new, promising practices in Ohio (specifically for the Cleveland area) that will ensure access to a comprehensive, sustainable set of high quality services relevant to the aging population.	
4	Facilitate the pilot of the Golden Buckeye Community initiative with key stakeholders in the Cleveland area to identify final recommendations of best practices.	
Bid Total		\$0.00

I attest that I am a representative of the organization listed in the bid and have the authority to bind the Offeror to provide the product(s) and or service(s) specified in the Scope of Work for the time period specified at the cost listed above.

Signature and Date: _____

Name: _____

Title: _____

Provide a detailed description of the product(s) and/or service(s) that will be provided in response to this RFP.
 Include how you or your organization meets or exceeds the capability to provide the services described in the attached Exhibit A.
 If it is demonstrated that you or your organization can NOT provide these product(s) and/or services, your RFP response will be rejected.

ATTACHMENT ONE: STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR CONTROLLING BOARD APPROVAL: If DAS or Controlling Board approval is required, this Contract shall not be valid and enforceable until appropriate approvals are received.
2. CERTIFICATE OF AVAILABLE FUNDS: Notwithstanding any other provision of this Contract, and in accordance with Section 126.07 of the Revised Code of Ohio, this Contract shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.
3. NATURE OF CONTRACT: It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant, or employee of ODA or the State of Ohio. The Contractor must receive ODA written approval prior to entering into any subcontract or joint venture for the delivery of services required by this Contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract.

Throughout the term of this contract, the Contractor shall provide ODA with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.

Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.

4. NONDISCRIMINATION: Pursuant to O.R.C., Section 125.111, the Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of the Contractor or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability, as defined in ORC 4112.01, national origin, or ancestry against any citizen of this state in the hiring of any person qualified and available to perform the work under this contract. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor shall not, in a manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, color, religion, sex, age, disability as defined in ORC 4112.01, national origin, or ancestry.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, setting forth the provisions of this nondiscrimination clause. The Contractor and any Subcontractor shall state in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor that it is an equal opportunity employer and shall incorporate the requirements of this Section in all of its contracts for any of the performance of work under this contract.

The Contractor agrees that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Ohio Revised Code, Section 122.71. Annually, the contractor agrees to file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services.

5. GOVERNING LAW: This Contract and any claims arising in any way out of this Contract shall be governed by the laws of the State of Ohio and the United States. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance hereunder shall be brought only in the courts of Ohio, and the Contractor hereby irrevocably consents to such jurisdiction.
6. LIMITATION OF LIABILITY: The State's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Contractor under the ODA "Contract and Agreement," "Compensation of Services" article, above, or the amount of direct damages incurred by the Contractor, whichever is less. In addition, the Contractor agrees that ODA and the State of Ohio and any funding source for this contract are held harmless and immune from any and all claims for injury or damages arising from this contract which are attributable to the Contractor's own actions or omissions or those of its trustee, officers, employees, subcontractors, suppliers, and other third parties while acting under this contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state

STANDARD TERMS AND CONDITIONS (Continued)

law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Contractor agrees to bear all costs associated with defending against any such claims or legal actions when requested by ODA or State to do so.

7. **CONFLICTS OF INTEREST:** No personnel of the Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

If any person acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or any such person involuntarily acquires any such incompatible or conflicting personal interest, then the contractor shall immediately disclose such interest to ODA in writing. Thereafter, such person shall not participate in any action affecting the work under this contract, unless ODA shall determine that, in the light of the personal interest disclosed, such participation in any such action would not be contrary to the public interest.

8. **ENTIRE AGREEMENT:** The Contract, when signed by both parties, along with any attachments and the Request for Proposal and Response (if an RFP process was used), constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This Contract supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
9. **NOTICES:** Except as specifically provided otherwise, all notices, consents, and communications hereunder shall be given in writing, and be either hand carried or sent by certified mail, return receipt requested, to the respective addresses on the signature page of this document.
10. **SEVERABILITY:** The provisions of this Contract are severable and independent. If any provision of this contract be deemed unenforceable by a court of competent jurisdiction in whole or in part, the remaining provisions of this contract and any partially enforceable provisions, to the extent enforceable, shall, nevertheless, be binding and enforceable.
11. **SUCCESSORS AND ASSIGNS:** Except as provided in this paragraph, neither this Contract nor any rights hereunder may be assigned or transferred in whole or in part by either party, without the prior written consent of the other party. All work subcontracted shall be at the expense of the Contractor.
12. **DRUG FREE WORKPLACE:** The Contractor agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
13. **OWNERSHIP:** ODA shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by ODA shall be subject to copyright by the Contractor in the United States or any other country. The Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent required by law.
14. **UNRESOLVED FINDINGS FOR RECOVERY:** Contractor affirmatively represents and warrants to ODA that it is not subject to a finding or recovery under ORC 9.24 or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation and warrant is deemed to be false, the Contract shall be void ab initio as between the parties to this Contract, and any funds paid by ODA hereunder shall be immediately repaid to ODA, or an action for recovery may be immediately commenced by ODYS for recovery of said funds.

STANDARD TERMS AND CONDITIONS (Continued)

15. **PROHIBITION OF THE PURCHASE OF OFF-SHORE SERVICES:** The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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

TERMINATION, SANCTION, DAMAGES:

The State is not obligated and shall not pay for any services provided under this Contract that the 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 the State all funds paid for those services.

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

If the Contractor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Contractor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Contractor has 10 business days to change or shift the location(s) of services performed to location(s) within the United States. The State may recover liquidated damages in the amount of 50 % of the value of the contract for every day past the time permitted to change or shift the location(s).

ASSIGNMENT / DELEGATION:

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

ATTACHMENT TWO: BIDDER PROFILE SUMMARY

Provide a minimum of three references from past five years for similar contracts

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

ATTACHMENT THREE: DECLARATION STATEMENTS

Re: **ODAW130036 MBE Set Aside Only – Golden Buckeye Community Initiative**

MUST BE COMPLETED, SIGNED AND RETURNED WITH BID RESPONSE

Failure to complete, and return with the bid, this Declaration Attachment may deem your bid non-responsive

Ohio Elections Law Information: (See Part FOUR)

A. Prohibition

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

B. Individual, Partnership, Association, Estate or Trust

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

C. Corporation or Business Trust

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

Ohio Ethics and Conflict of Interest Laws Information:

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S; (2) it has reviewed and understands the Ohio ethics and conflict of interest laws; and, (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

DECLARATION STATEMENTS (Continued)

Prohibition of the Use of Public Funds for Offshore Services:

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

By signature affixed to this response, the Bidder/Offeror affirms, understands, and will abide by the requirements of Executive Order 2011-12K, issued by Ohio Governor John Kasich. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following website:

[Http://www.governor.ohio.gov/Default.aspx?tabid=1495](http://www.governor.ohio.gov/Default.aspx?tabid=1495)

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

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

1. List principal location of business for the contractor:

_____	_____
_____	_____
_____	_____

List name(s)/Principal location of business of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

2. Location where services will be performed by Contractor:

_____	_____
_____	_____
_____	_____

3. List the location(s) where any state data associated with any of the services being provided, or seek to provide, will be accessed, tested, maintained, backed-up, or stored:

_____	_____
_____	_____
_____	_____

DECLARATION STATEMENTS (Continued)

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

_____	_____
_____	_____
_____	_____

Location where services to be performed will be changed or shifted by subcontractor:

_____	_____
_____	_____
_____	_____

By the signature affixed to this Executive Order 2011-12K Declaration Statement, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODA. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODA, will be deemed as a default. If a default should occur, ODA will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

_____ (Company) affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the Agency Project Representative.

_____ (Company) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

_____ (Company) agrees that it (and any personnel or independent contractors provided for performance of this contract) is a separate and independent enterprise from the State of Ohio and the Ohio Department of Aging; and, that this contract does not constitute any joint employment relationship between _____ (insert Company name), and its representatives and the Department of Youth Services, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

_____ (Company) agrees to above:

Equal Employment Opportunity Information:

The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website: <http://www.das.ohio.gov/Eod/AAEEO.htm>

DECLARATION STATEMENTS (Continued)

Contract Performance. The Bid must provide the following information for this section for the past seven years. **Please indicate yes or no in each column.** If the answer to any item is affirmative, the Bidder must provide complete details about the matter on a separate page.

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

Conflict of Interest. Additional information regarding Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, may be found in Attachment One, Article X.

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

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

While an affirmative answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Bid from consideration, such an answer or statement and a review of the background details may result in a rejection of the Bidder's bid, at the sole discretion of the evaluation team. The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance on the project, and the best interests of the State.

DECLARATION STATEMENTS (Continued)

I attest that I am a representative of the organization listed in this bid and have the authority to bind the Bidder to the aforementioned requirements.

Printed Name and Title: _____

Signature: _____

Organization: _____ **Date:** _____

Authorized signature **Date**

INFORMATION MUST BE COMPLETED

Ohio Preference: (Buy Ohio):

Bidder has significant economic presence within the state of Ohio. Yes _____ No _____

(Bidder has ten or more employees based in Ohio or border state) Yes _____ No _____

(Bidder has 75% or more employees based in Ohio or border state) Yes _____ No _____

Border State Bidder: Yes _____ (KY __ MI __ NY __ PA __ IN __) No _____

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

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

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

PROVIDER CHECKLIST

Please read each question and initial or check each box

Did you review the ODA Exhibit A?

Did you review the Terms and Conditions?

"Bidder Information"

Did you complete each box of Bidder Response Form (Part Five)?

Did you include the organization's OAKS vendor identification number?

Did you sign and date your Bidder Response?

"Proposed Cost"

Did you bid as ODA requested (by deliverable)?

Did you bid for the entire time frame requested (project duration)?

Did you check your bid for mathematical errors?

Does your Bidder Response include all deliverables for which you will invoice ODA?

"Detailed Description"

Did you include a **detailed** description of your program/services?

Do you meet minimum qualifications outlined in the RFP?

"Exceptions"

--

If applicable, did you provide a detailed explanation of any exceptions you have in regards to Exhibit A?

OTHER

If applicable, did you include all required certifications, licenses, etc.?

Did you include requested documents: i.e. the Declaration Statements Attachment

Is your bid being submitted within the timeframes established in Part Two?

Are you returning the original bid package?

Are you returning 5 copies of the entire bid package?

Have you labeled your sealed envelope with the bid number and title?

Did you make a copy for your records?