



Department of  
Job and Family Services

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

August 27, 2012

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) #: JFS-R-1213-17-8042, Ohio Fatherhood Commission Fatherhood County Initiative Trainer, for the purpose of obtaining one qualified vendor to provide consultation and training services for up to five (5) Ohio county entities in the development of community fatherhood initiative plans for OCF's Ohio County Fatherhood Initiative Project. These county entities may be represented by, but not limited to the following: a) county commissioners; b) county judge(s); c) the county child welfare agency; d) the county child support enforcement agency (CSEA); e) faith-based community organizations; and, f) community business leaders. This project is a vital part of OCF's goal to establish county fatherhood initiatives in all 88 Ohio counties.

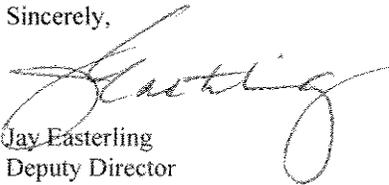
ODJFS is seeking proposals from vendors that have provided consultation services centered on fatherhood. The selected vendor will be required to: conduct assessments; facilitate a two-day mobilization workshop; train counties on the creation and implementation of their proposed framework for mobilizing community resources and strengths to engage fathers in families; assist each county in conducting the Leadership Summit on Fatherhood; conduct planning sessions; provide on-going technical assistance to counties; and attend leadership summits. The selected vendor will be required to facilitate a mobilization workshop to train counties on the creation and implementation of their proposed framework for mobilizing community resources and strengths to engage fathers in families; develop a tool kit to be used for current and future trainings; and develop a step by step training guide to train Fatherhood staff on using the tool kit for those future trainings.

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

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

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

Sincerely,



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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***OHIO FATHERHOOD COMMISSION***  
***Fatherhood County Initiative Trainer***

**RFP Number: JFS-R-1213-17-8042**

**Ohio Department of Job and Family Services**

**August 27, 2012**

**Ohio Fatherhood Commission  
Fatherhood County Initiative Trainer**

**RFP Number: JFS-R-1213-17-8042**

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No Appendices are needed for this project.

## **ODJFS REQUEST FOR PROPOSALS (RFP):**

### **Ohio Fatherhood Commission County Fatherhood Initiative Trainer**

**RFP Number: JFS-R-1213-17-8042**

#### **SECTION I. GENERAL PURPOSE**

##### **1.1 Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) on behalf of the Ohio Commission on Fatherhood (OCF) for the purpose of obtaining one qualified vendor to provide consultation and training services for up to five (5) Ohio county entities in the development of community fatherhood initiative plans for OCF's Ohio County Fatherhood Initiative Project. These county entities may be represented by, for example, the following: a) county commissioners; b) county judge(s); c) the county child welfare agency; d) the county child support enforcement agency (CSEA); e) faith-based community organizations; and, f) community business leaders, among others. This project is a vital part of OCF's goal to establish county fatherhood initiatives in all 88 Ohio counties.

ODJFS is seeking proposals from vendors that have experience providing consultation services centered on fatherhood. The selected vendor will be required to: conduct assessments; facilitate a two-day mobilization workshop; train counties on the creation and implementation of their proposed framework for mobilizing community resources and strengths to engage fathers in families; assist each county in conducting the Leadership Summit on Fatherhood; conduct planning sessions; provide on-going technical assistance to counties; and attend leadership summits. The selected vendor will be required to facilitate a mobilization workshop to train counties on the creation and implementation of their proposed framework for mobilizing community resources and strengths to engage fathers in families; develop a tool kit to be used for current and future trainings; and develop a step-by-step training guide to train Fatherhood staff on using the tool kit for those future trainings.

##### **1.2 Background**

In 2007, the Ohio Commission of Fatherhood was established. It is OCF's mission to enhance the well-being of Ohio's children by inspiring and supporting diverse groups and communities to improve the quality of fatherhood.

Per Ohio Revised Code (ORC) Subsection 5101.342, OCF's primary statutory responsibilities are to:

1. Organize a state summit on fatherhood every four years;
2. Prepare a report each year that identifies resources available to fund fatherhood related programs and that explores the creation of initiatives to:
  - a. Build the parenting skills of fathers;
  - b. Provide employment-related services to low income, non-custodial fathers;
  - c. Prevent premature fatherhood;
  - d. Provide services to fathers who are inmates or those who have just been released from imprisonment in a state correctional or in any other detention facility, so that they are able to maintain or reestablish their relationships with their families;
  - e. Reconcile fathers with their families; and,
  - f. Increase public awareness of the critical role that fathers play.

The implementation of OCF's Ohio County Fatherhood Initiative project will assist in accomplishing much of its statutory responsibilities.

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

The selected vendor for this project will be responsible for developing a tool kit to be used for training. This kit will be used to train five (5) counties to assess their community need for a fatherhood program, and teach them how to identify factors, funding and other assets to mobilize their community into action. This vendor will also develop a train-the-trainer tool kit and provide instruction to Ohio Fatherhood Commission staff on using it to perform future trainings for counties.

### **1.4 Objectives of the Project**

To successfully promote involved, responsible and committed fatherhood, communities must do more than just expand programs and services to include fathers and create new programs and services for dads. Communities must change the cultural institutions that form the different sectors of society. The selected vendor will train OCF staff to begin mobilizing counties in the future. Comprehensive initiatives include change at the individual and environmental levels.

ODJFS intends to fulfill the following objectives through the resulting OCF Ohio County Fatherhood Initiative Project contract.

1. To mobilize county officials in developing a plan to motivate fathers toward responsible and committed involvement with their children; and,
2. To stimulate/motivate community partnerships.
3. To train OCF staff to begin mobilizing counties in the future.

### **1.5 Time Frames & Funding Source**

ODJFS is seeking to contract with a vendor to perform consultation services through June 30, 2013. No renewals beyond that date of the contract are planned.

Potential vendors are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal if the cost proposals of all technically qualifying vendors are

in excess of the available funding for this project. Section 6.1 C. of this RFP establishes further information on ODJFS procedures to be implemented if this occurs.

## **SECTION II. PROCUREMENT PROCESS INFORMATION**

### **2.1 Anticipated Procurement Timetable**

<b>DATE</b>	<b>EVENT/ACTIVITY</b>
August 27, 2012	ODJFS Releases RFP on DAS/ODJFS Web Sites; Q&A Period Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
September 10, 2012	Vendor Q&A Period Closes, 8 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
September 12, 2012	ODJFS provides Final Vendor Question & Answer Document (estimated)
<b>Thursday, September 27, 2012</b>	<b>Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.)</b> - This is the proposal opening date, beginning the ODJFS process of proposal review. <b>LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.</b>
October 9, 2012	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
November 19, 2012	Controlling Board Review of Contract (estimated—if applicable). -Contract with the selected vendor requires review and approval
December 1, 2012	Implementation* ( <b>estimated</b> —following notice of all contract & funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2013	<b>Project Completion** - All work must be completed and approved by ODJFS Contract Manager</b>

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

\* 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.

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

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

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- \* **Select “About Us” on the front page;**
- \* **Select “Doing Business with ODJFS;”**
- \* **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- \* **Select RFP Number [JFSR121178042](#);**
- \* **Click the “Submit an Inquiry” Button to ask a question about the RFP; and,**
- \* **Follow the instructions to send an e-mail question.**

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

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions submitted. The answers provided by ODJFS may be accessed by following the instructions above, but rather than selecting “Submit Inquiry,” 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.

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

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

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

**IMPORTANT:** Requests from potential vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3, 5. for contact information in submitting a PRR. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details

of any current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFP. If vendors ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers. Interested vendors should also refer to RFP Section 1.5, Time Frames and Funding Source, for related information.

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

\* Should vendors experience technical difficulties accessing either the ODJFS website where the RFP and its related documents are published, they may contact ODJFS Contracts & Acquisitions, RFP/RLB Unit, at (614) 728-5693 for guidance.

### **2.3 Communication Prohibitions**

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

The only exceptions to this prohibition are as follows:

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

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

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

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

## **2.4 Program Resource Library**

There is no specific library of documents, reports, or other information that vendors interested in this RFP should consider. However, a wide variety of information about ODJFS and OCF that interested vendors may find useful is available to the public via the following websites:

- ODJFS: <http://ifs.ohio.gov>
- Ohio Commission on Fatherhood (OCF): <http://fatherhood.ohio.gov/>
- The National Responsible Fatherhood Clearinghouse (NRFC): <http://www.fatherhood.gov/>

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

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

### **3.1 Mandatory Vendor Qualifications**

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

1. The vendor must, as an organization demonstrate at least three (3) years of consultation experience in the field of community mobilization.
2. The assigned Project Lead must have at least three (3) years experience in fatherhood and/or family issues and must possess at least a Bachelor's Degree in public administration, sociology, education, or in a comparable field of study, as demonstrated by the inclusion of a copy of the proposed Project Lead's resume.
3. The vendor must demonstrate at least three years experience in developing and delivering training programs, or train-the-trainer programs geared to adult learners involved in community development, social or human service projects, or in advocacy roles.
4. The vendor must demonstrate experience in developing curricula that has been proven to be effective with evaluation tools.
5. The vendor must demonstrate experience in creating How-To-Manuals.

Vendors that do not meet ALL the above experience and qualifications will be disqualified from further consideration for contract award. **Additionally, the Technical Proposal Score Sheet (Attachment C)**

**identifies other mandatory criteria, all of which must be met in Phase I of the proposal review process for the proposal to be accepted for full detailed scoring.**

### **3.2 Organizational Experience and Capabilities**

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors provide the following:

1. Detailed narratives of at least two, but no more than four, similar sized projects completed in the past three (3) years that demonstrate expertise in consultation services for community mobilization (Note: samples or excerpts from past projects may, at vendors' discretion be included, but any such material will NOT be accepted as a substitute for the narratives written for the proposal for this ODJFS project);
2. Names and contact information for at least two (2) entities for which they have performed similar large scale projects in the past three (3) years;
3. The following documentation:
  - a. An executive summary on a past community mobilization project (10 pages or less); and,
  - b. An example of a technique/approach/lessons-learned based on the issue of fatherhood.
4. Provide letters of documentation from two clients for whom the vendor has provided consultation, training, and mobilization services.

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

The vendor must demonstrate significant expertise by assigning qualified staff to key leadership roles for this project. Key positions will require profiles and curriculum vitae. The vendor must, at minimum:

1. Identify, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a Project Lead):
2. The identified and assigned Project Lead must have at least three (3) years experience in fatherhood and/or family issues and must possess at least a Bachelor's Degree in public administration, sociology, education, or in a comparable field of study;
3. All identified key staff must have a minimum of three (3) years experience in training and in developing curriculum.
4. Include resume(s) of key staff expected to work on the project. Proposals lacking personnel with the appropriate education and experience shall be disqualified from consideration.

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

## **SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES**

### **4.1 Scope of Work**

The key to a truly successful fatherhood program is mobilizing Ohio community leaders and organizations. The Ohio Commission on Fatherhood needs improved strategies for inspiring cultural change around fatherhood in our communities. A consultant assisting in the community mobilization process can build capacity and lay the foundation for fatherhood programs in various counties in Ohio.

### **4.2 Number of Participants**

ODJFS anticipates attendees to be County and community representatives such as, county commissioners, judges, directors of county child support enforcement agencies (CSEA), directors, of child welfare, faith-based entities and/or local business leaders. OCF will organize the logistics of workshops and provide notification to the participants.

### **4.3 Administrative Structures—Proposed Work Plan**

Vendors are to include, at minimum, the following administrative structures and technical approach for the proposed work plan. The vendor proposal shall:

- A. Explain how its proposed approach to the work will achieve the objectives of the project. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in Section 1.3 Objectives of the Project of this RFP, but must discuss how the proposed approach is specifically designed to meet the state’s objectives.];
- B. Provide a draft technical approach and work plan to be implemented including an overview of how the vendor proposes to perform each of the deliverables described below in Section 4.4, Specification of Deliverables.
- C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;
- D. Provide a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor staff. The vendor must provide the percentage of time each key management person will devote to the project.

### **4.4 Specifications of Deliverables**

The selected vendor will be required to perform, at minimum, all the following deliverables, in accordance with the description of the work communicated in this RFP and in the selected vendor’s successful proposal, as accepted by ODJFS. Interested vendors must provide a detailed description of how, if awarded the contract, they would perform and successfully accomplish each of these deliverables.

**A. Provide a Detailed Project Plan**

1. Develop a plan, including a projected timeline, for completion of each task involved with the project. The plan should clearly describe each implementation task, its dependencies and its components, as well as the length of time associated with each.
  - The completed plan must be submitted not later than two months from the date of the contract's approved Purchase Order.
  - The completed plan is to estimate the submission date for approval by Fatherhood staff of the tool kit, and must identify its contents, including, at minimum, a manual and audio visual material compatible with, and agreeable to ODJFS (DVDs, slide show, etc). The tool kit will give each county a step-by-step guide (timeline may be negotiated but is expected to be completed within three months following plan submittal) and must be designed to:
    - a. To teach each county to assess its community for the need for a fatherhood program;
    - b. To teach the county participants to gather data to identify the factors that will help mobilize a community in the most effective way possible;
    - c. To help identify the leaders, organizations and county resources that can help with the mobilization process;
    - d. To identify assets in the individual communities;
    - e. Explain how to identify funding sources; and,
    - f. Explain how to develop a Community Action Plan.
  - The completed plan must estimate the date of submission for the completed curriculum for training sessions based on the tool kit. The tool kit must utilize adult learning methodologies (e.g., group activities, facilitation of discussion, lecture, and application). Completed curriculum will be due 4 months following the submittal of the Project Plan.
  - The completed plan must estimate the date for submission for approval by Fatherhood staff of a step-by-step guide for a Train-the-Trainer guide to assist the staff in implementing the trainings for future trainings (to be submitted simultaneously with the above curriculum but that date may be negotiated).

**B. Develop Tool Kit:**

1. The successful contractor will design and develop a tool kit to be used for the Community Mobilization Training as well as be able to be mass produced at a reasonable cost (software that is compatible and agreeable to ODJFS) for future trainings that will be provided by Fatherhood Commission staff. The kit will include:
  - a manual that will be used by each participant of the workshop (10 of copies will be provided as well as in an electronic format using Microsoft software),
  - a manual to be used that gives step-by-step instructions on how to facilitate the workshops (10 of copies will be provided as well as in an electronic format using Microsoft software) and,
  - all audio visual material in a format that is compatible and agreeable to ODJFS needed to provide a comprehensive training.

The curriculum must include:

- use of adult learning methodologies (examples include group activities, facilitation of discussion, lecture, application, etc.)
- appropriate course content, and
- evaluation of training.

Copies of any documentation used will be provided to training participants as well as in universally accepted electronic format (compatible with ODJFS systems and agreeable to ODJFS) for distribution outside training sessions and for posting on the internet.

All training media (e.g., manuals, curriculum materials, A/V materials) become the property of ODJFS and the State of Ohio, and must be designated as such as directed by the ODJFS Office of Communications.)

### **C. Develop Train-the-Trainer Tool Kit**

The selected vendor will design and develop a tool kit with a step-by-step guide for future trainers (train-the-trainer) on facilitating the Community Mobilization Training using the tool kit developed for that training. Vendor will provide at least ten copies as well as in a universally accepted electronic format compatible and agreeable to ODJFS to be reproduced.

### **D. Training/Facilitation**

1. Facilitate a Community Mobilization Workshop for five (5) counties from throughout the State. The date of the workshop will be determined after approval of the Project Plan by Fatherhood staff. This workshop will equip counties to:
  - assess the need for a Fatherhood program in their area
  - identify factors that will help to mobilize a community in the most effective way
  - identify leaders, organizations and county resources to help mobilize the process
  - identify assets in their individual communities,
  - identify funding sources to sustain a fatherhood program in their area, and
  - develop a Community Action Plan.
2. Provide training to Fatherhood Commission staff with step-by-step instructions (train-the-trainer) on facilitating future workshops. Vendor will provide ten copies of all documentation used in training as well in a universally compatible electronic format that is agreeable to ODJFS for future reproduction. Vendor will meet with each of the three Fatherhood staff at least three times and possibly more until it is ensured they are well versed on training curriculum and methodology.

### **E. Consultation/Evaluation**

1. Vendor will provide post-training consultation with counties to ensure a clear understanding of the knowledge that they have developed during the training.

2. Vendor will provide evaluation forms to evaluate the new initiative with at least the minimum of evaluation in the following areas: strengths, weaknesses, lessons learned, etc.
3. Vendor will provide a written report to ODJFS providing the evaluations and lessons learned by the counties.

#### **4.5 Selected Vendor Compensation Structure**

The total cost of the project shall be based on all deliverables listed in **Section 4.4**, Specifications of Deliverables, of this RFP. The sum of the proposed costs of all deliverables to be performed under the resulting contract will be the vendor's total cost for successful completion of the entire work project described in this RFP.

For the performance of the deliverables described in **Section 4.4** of this RFP, ODJFS will pay compensation of the per-deliverable prices as offered on the vendor's cost proposal and accepted by ODJFS. The vendor must render detailed invoices on letterhead on a monthly basis defining work progress and completions. At ODJFS discretion, a payment schedule based on achievement of milestones toward final completion of a deliverable may be negotiated. The total cost for completion of any deliverable will be the price per that deliverable as offered and as accepted by ODJFS in the contract. The compensation structure will be in effect throughout the contract, including any renewal periods.

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

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

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

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

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

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

**AND**

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

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than **3:00 p.m. on Thursday, September 27, 2012** Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

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

Vendors' original technical and cost proposals must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal." All copies (both paper and CD-ROM) of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

The entire vendor technical proposal should be converted into one single secure .pdf document and the vendor's cost proposal should be converted into another single single secure .pdf document saved to two CD-ROMs (one for the technical proposal, one separately sealed of the cost proposal) submitted to ODJFS. If the technical proposal's size necessitates more than a single .pdf document to contain the entire technical proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible. The hard-copies and the CD-ROM copies must be clearly labeled with the vendor's name, submission date, and the name and RFP number for this project. The CD-ROM copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. The CD-ROM copy of the Cost Proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.**

The requested CDs may be used in the formal proposal review processes, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED OHIO FATHERHOOD COMMISSION OHIO COUNTY FATHERHOOD TRAINER, RFP: JFS-R-1213-17-8042 SUBMITTED BY [VENDOR'S NAME HERE]."**

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

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

**5.2 Format for Organization of the Proposal** A sample Technical Proposal Score Sheet is provided as **Attachment C.** of this RFP. **Vendors are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

**A. Overall Proposal Organization**

The vendor's Technical Proposal must contain the following components (organized in five (5) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their Technical Proposals in the following order:

**Tab 1** Required Vendor Information and Certifications Document

**Tab 2** Vendor Experience & Qualifications

**Sub-Tab 2a.** Mandatory Vendor Qualifications (Section 3.1, 1 and 2)

**Sub-Tab 2b.** Organizational Experience & Capabilities (Section 3.2, 1 through 3)

**Sub-Tab 2c.** Staff Experience and Capabilities (Section 3.3, 1 through 3)

**Tab 3** Administrative Structures—Proposed Work Plan (Section 4.3, A through D)

**Sub-Tab 3a.**

**Sub-Tab 3b.**

**Sub-Tab 3c.**

**Sub-Tab 3d.**

**Tab 4** Scope of Work and Specifications of Deliverables (Section 4.4, A through E)

**Sub-Tab 4a.** Deliverable A

**Sub-Tab 4b.** Deliverable B

**Sub-Tab 4c.** Deliverable C

**Sub-Tab 4d.** Deliverable D

**Sub-Tab 4e.** Deliverable E

**Tab 5** Vendor Attachments or Appendices

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

**NOTE:** Vendors are required to submit **one additional CD-ROM copy** (using TWO CD-ROMs) of their entire proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments, and the other CD-ROM is to contain the Cost Proposal including any required or voluntary attachments to it. **The CD-ROM containing the Cost Form must be submitted in the sealed envelope containing the hardcopy Cost Form.**

## B. Technical Proposal Details

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

**IMPORTANT:** Any vendor Technical Proposals found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which ODJFS might find indicative of the relative cost or economy of the proposed project. However, information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal. Any prohibited cost information must be submitted with the separate, sealed project budget/Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not specifically identified by ODJFS as a required component of the separate, sealed project budget/Cost Proposal. Should a vendor feel it is important to include any documents containing such prohibited cost information in the technical proposal, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS.

### 1. (Tab 1) Required Vendor Information & Certifications

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

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

The signed originals of the above referenced forms (**RFP Attachment A., Sections I. and III.**) 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 subcontractors, information on the subcontractor(s) and letters of commitment as required by Section 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.24, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

**2. (Tab 2)  
Vendor Experience & Qualifications**

**a. Mandatory Vendor Qualifications (Sub-Tab 2 a.)**

The vendor must include information to demonstrate how the vendor meets the mandatory qualifications as described in **Section 3.1**, of this RFP.

**b. Organizational Experience and Capabilities (Sub-Tab 2 b.)**

In this section, the vendor is to include their response to the organization experience and capabilities requirements (including any subcontractors) as described in **Section 3.2**, of this RFP.

**c. Staff Experience and Capabilities (Sub-Tab 2 c.)**

In this section, the vendor is to include their response to the staff experience and capabilities requirements (including any subcontractors) as described in **Section 3.3**.

**3. (Tab 3)  
Scope of Work & Specifications of Deliverables**

This section should describe in detail how the vendor proposes to perform each task of the scope of work identified in Sections 4.1, Scope of Work and in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.4 behind separate sub-tabs as described above.

**4. (Tab 4)  
Administrative Structures—Proposed Work Plan**

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.3, Administrative Structures—Proposed Work Plan of this RFP.

**5. (Tab 5)  
Vendor Attachments or Appendices**

This section should, at a minimum, include excerpts/samples of work products described in RFP Section 3.2.

**C. Cost Proposal**

**Three** (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OHIO FATHERHOOD COMMISSION OHIO COUNTY FATHERHOOD INITIATIVE, RFP: JFS-R-1213-17-8042 SUBMITTED BY [VENDOR’S NAME HERE].”**

This envelope/package must also contain the labeled Cost Proposal CD-ROM. The Proposal must include a statement that the prices quoted are firm.

Vendors are to complete the Cost Proposal Form, provided as **Attachment D**, to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to provide a group of individual prices for those services defined in Section 4.4 Specifications of Deliverables. Vendors are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor’s Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts, as described in Section 1.5, Time Frames & Funding Source, of this RFP.

Vendors are to use the format in **Attachment D, Cost Proposal Form**, to submit their cost proposal for SFY 13. At the vendor’s discretion, additional documentation may also be included with the completed **Attachment D**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

In calculating their total proposed cost, vendors must consider cost resulting from each deliverable listed in Section 4.4 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFP or not).

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

- Any vendor’s Technical Proposal found to contain any cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as

required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.

- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP/RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor *or* sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

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

### **6.1 Scoring of Proposals**

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

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

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

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

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

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

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

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

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

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

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

### **6.2 Review Process Caveats**

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

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

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

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

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

### **6.3 Final Vendor Recommendation**

The PRT will recommend to the Director of ODJFS the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP.

### **6.4 Tie Breaker**

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal, the proposal with the higher score in the technical proposal will prevail.

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 Protests**

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
  1. The name, address, and telephone number of the protestor;
  2. The name and number of the RFP being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODJFS;
  5. A statement as to the form of relief requested from ODJFS; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
  
- B. A timely protest shall be considered by ODJFS, if it is received by the ODJFS Office of Contracts and Acquisitions, within the following periods:
  1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.

2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the *eighth (8th)* 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 43215-0423
  - E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The 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.

## 7.2 Caveats

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

## SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

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

### 8.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must complete a copy of the Required Vendor

Information and Certifications Document (provided as **Attachment A.**) to report this information and include the completed document in the vendor's proposal as specified in **Section 5.2 B., 1** of this RFP.

## **8.2 Interview**

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

## **8.3 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 project manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

## **8.4 Proposal Costs**

Costs incurred in the preparation of this proposal 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 (see Section 8.2, above).

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

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

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

Any proposals 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.

## **8.6 Contractual Requirements**

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as **Attachment B.** of this RFP;

- B. Many of the terms and conditions contained in the model contract (See **Attachment B.**) are required by state and federal law; however, the 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;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and,
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

### **8.7 Travel Reimbursement**

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 5.2 C. (Proposal Format and Submission – Cost Proposal) of this RFP.

### **8.8 Minority Business Enterprise**

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

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

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

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

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

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

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

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

1. The subcontractor's legal status, federal tax ID number, and principle business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the vendor is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

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

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

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

### **8.11 Confidentiality**

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

## **8.12 Key Personnel**

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

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

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

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

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information 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 CFR 164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

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

## **8.15 Waiver of Minor Proposal Errors**

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

## **8.16 Proposal Clarifications**

ODJFS reserves the right to request clarifications from vendors of any information in their Technical and/or Cost proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process.

## **8.17 Contractual Requirements and Prevailing Wage Requirements**

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

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

ORC Section 9.24 prohibits ODJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the 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 arising out of this RFP, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. ODJFS will not evaluate a proposal from any 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.

## **8.19 Mandatory Contract Performance Disclosure**

Each proposal 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 to be provided for the project which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, 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 proposal. ODJFS will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the vendor's performance of the work, and the best interests of ODJFS.

## **8.20 Mandatory Disclosures of Governmental Investigations**

Each proposal 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 RFP. 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 proposal at the sole discretion of ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter's potential impact on the vendor's performance of the work, and the best interests of ODJFS.

### **8.21 Mandatory Disclosures of Work Location**

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

### **8.22 Vendor Selection Restriction**

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

### **8.23 Ohio Presence Consideration**

The vendor that is awarded the contract resulting from this RFP is required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each vendor must either demonstrate in its proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location of the vendor's presence. Vendor proposals must identify the work to be performed for this project at that location and identify vendor personnel, either by staff name or function, that will operate from the Ohio location. ODJFS reserves the right, at its sole discretion to reject any proposals which fail to comply with this requirement.

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

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

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

- A. **Required Vendor Information and Certifications** (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.)* B.
- B. **ODJFS Model Contract** (*For vendor reference purposes*)
- 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. 5.2, C.*)

## **SECTION X. APPENDICES AND THEIR USES**

*No Appendices are needed for this project.*

Thank you for your interest in this project.

# **Attachment A**

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

**Section I – Required Vendor Information**

**Section II - Location of Business Form**

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**

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

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

**9. Mandatory Vendor Certifications:**

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

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

**AND**

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

**AND**

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

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

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

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

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

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

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

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

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

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

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

**C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2010) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:**

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

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

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

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

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

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

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

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

*Attach additional pages if needed*

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

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

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

(2) I have reviewed and understand Executive Order Number 2007-01S.

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

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

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

\_\_\_\_\_  
Date

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

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

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

**14. Location of Business Declaration:** Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final 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

## ATTACHMENT B

### OHIO DEPARTMENT OF JOB AND FAMILY SERVICES CONTRACT AGREEMENT

**C-00-00-0000**

#### RECITALS:

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

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

#### ARTICLE I. PURPOSE; DELIVERABLES

- A. The purpose of this Contract is **INSERT PURPOSE**. **CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal**. The responsibilities ("Deliverables") are summarized as follows:  
  
**INSERT DELIVERABLES**
- B. The ODJFS Contract Manager is **OJFS Contract Manager**.
- 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 ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- 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 include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.

## ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2013, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the 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 **SFY1** and up to **SFY2 AMT** Dollars (**\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. 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. Compensation will be paid ...
- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th 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;
  5. Description of Deliverables performed during the billing period; and
  6. Receipt or other proof of costs paid by CONTRACTOR for which CONTRACTOR is seeking reimbursement.
- D. 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 specified in ARTICLE II.
- E. 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. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
  2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
  3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. 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.
- G. 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 State Biennium, 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, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
  2. ODJFS discovers any illegal conduct by CONTRACTOR; or
  3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not

have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.

- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables; and
  4. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section G is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

#### **ARTICLE V. NOTICES**

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE 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 the this Contract.

- D. All notices in accordance with Sections B and C of this ARTICLE will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

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

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this Section B will be included in any 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.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but 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 three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Section 1320 of the United States Code (42 USC 1320d -1320d(8)) and the implementing regulations found at Title 45, Parts 164.502 and 164.504 of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E in any 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. Any written amendment to this Contract will be prospective in nature.

- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

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

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract *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 three (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 (1) 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.
  5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization

are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
  2. **Fair Labor Standards and Employment Practices.**
    - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
    - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training—including apprenticeship—or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status.
    - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
    - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
  3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
  4. **Conflicts of Interest.**
    - a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
    - b. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
    - c. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of

CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

6. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

7. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

8. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any 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.

9. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

10. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008—13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

11. **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. MISCELLANEOUS PROVISIONS

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

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

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

## 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.

In Actual Agreement,  
Signature Page Would Follow Here:

Remainder of page intentionally left blank

**ATTACHMENT C**  
**Technical Proposal Score Sheet**  
**RFP: R1213178042**

**PHASE I: Initial Qualifying Criteria**

**Vendor/Applicant Name:** \_\_\_\_\_

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RLB Sec. Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	III.		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	X		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A to the RFP [and has been verified by ODJFS that the vendor does not have any findings against them]?	X.A.		
4	The vendor has demonstrated, as an organization, to have at least three (3) years of consultation experience in the field of community mobilization.	3.1.1.		
5	The vendor has assigned a Project Lead with at least three (3) years experience in fatherhood and/or family issues with a Bachelor’s Degree in public administration, sociology, education, or in a comparable field of study, as demonstrated by the inclusion of a copy of the proposed Project Lead’s resume.	3.1. 2.		
6	The vendor has demonstrated at least three (3) years experience in developing and delivering training programs, or train-the-trainer programs geared to adult learners involved in community development, social or human service projects, or in advocacy roles.	3.1. 3.		
7	The vendor has demonstrated experience in developing curriculum that is proven to be effective with evaluation tools.	3.1. 4.		
8	The vendor has demonstrated experience in creating How-To-Manuals.	3.1. 5.		
9	Does a preliminary review of the proposal show that it is free of all sensitive personal information and of all trade secrets and proprietary information?	Various		

**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 families and Children. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value, as follows:

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

**Technical Performance Scoring Definitions:**

**“Does Not Meet Requirement”**- A particular RFP requirement was not addressed in the vendor’s proposal, **Score: 0**

**“Partially Meets Requirement”**-Vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level, **Score: 6**

**“Meets Requirement”**-Vendor proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

**“Exceeds Requirement”**-Vendor proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations, **Score: 10**

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **266** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **350** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
<b>VENDOR QUALIFICATIONS</b>								
<b>ORG. EXPERIENCE &amp; CAPABILITIES</b>								
10	Does the proposal include a detailed narrative of at least two, but no more than four, similar sized projects completed in the past three (3) years that demonstrate expertise in consultation services for community mobilization?	3.2, 1.	3					
11	Does the proposal include names and contact information for at least two (2) entities for which they have performed similar large scale projects in the past three (3) years.	3.2, 2.	2					
12	The vendor has both of the following: a) An executive summary on a past community mobilization project (10 pages or less) b) An example of a technique/approach/lessons-learned based on the issue of fatherhood.	3.2, 3.	2					
13	The vendor has provided letters of documentation from two clients for whom they have provided consultation, training, ad mobilization services.	3.2, 4.	1					
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>								
14	The vendor has identified, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a Project Lead).	3.3, 1.	2					
15	The vendor has identified and assigned a Project Lead that has a least three (3) years experience in fatherhood and/or family issues and process at least a Bachelor's Degree in public administration, sociology, education, or in a comparable field of study.	3.3, 2.	2					
16	The vendor has identified key staff with a minimum of three (3) years experience in training and developing curriculum.	3.3, 3.	2					
17	The vendor has included resume(s) of key staff expected to work on the project.	3.3, 4.	2					
<b>ADMINISTRATIVE STRUCTURE – PROPOSED WORK PLAN</b>								
18	The vendor has explained how their proposed work will achieve the objectives of the project.	4.3, A.	3					
19	The vendor has provided a draft technical approach and work plan to be implemented and a detailed description of how the vendor proposes to perform each of the deliverables described in Section 4.4.	4.3, B.	3					
20	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	4.3, C.	3					
21	The vendor has provided a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved.	4.3,D.	3					
22	The vendor has included a T.O. (including subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor.	4.3, D.	3					
23	The vendor has provided the percentage of time each key management person will devote to the project.	4.3, D.	3					
<b>PROPOSAL ORGANIZATION</b>								
24	The vendor has submitted a proposal which complies with the specified submission format.	5.2	.50					
25	The vendor has submitted a proposal which is free of self-promotional claims.	6.1	.25					
26	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	6.1	.25					
<b>TRADE SECRET INFORMATION</b>								
27	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	5.2, D. 8.5			YES	NO		
<b>Column Subtotal of "Partially Meets" points</b>								
<b>Column Subtotal of "Meets" points</b>								
<b>Column Subtotal of "Exceeds" points</b>								
<b>TOTAL SCORE:</b>								

Based upon the Phase II A. Total Technical Score earned, does the vendor's proposal proceed to Phase II B. for additional consideration for demonstrating an Ohio Presence and being an MBE-EDGE vendor? (Vendor's Total Phase II A. Technical Score must be at least 266 points.)

Yes \_\_\_\_\_ No \_\_\_\_\_ (If "No," Vendor's Cost Proposal will not be opened.)

If yes, has the vendor provided evidence of having an Ohio presence and/or a MBE-EDGE certification? If there is no demonstrated Ohio presence, the vendor's proposal advances to Phase III review but the final technical score remains unchanged. If there is a demonstrated Ohio presence and/or MBE-EDGE certification, the vendor's technical score is increased by ten (10) and/or twenty (20) points for the Phase III review.

<b>PHASE II B.— Additional Consideration</b>		<b>RFP Sec. Ref.</b>	<b>NO</b>	<b>YES (+10 pts. each)</b>
1.	<b>Ohio Presence</b> --Has the vendor provided evidence of having an Ohio presence?	4.24 6.1, B.		
2.	<b>MBE-EDGE Vendor</b> --Has the vendor provided evidence that they are an MBE-EDGE vendor?	4.8 6.1, B.		
		<b>PHASE II. B. TOTAL POINTS: [20 max. allowable points]</b>		
		<b>VENDOR'S GRAND TOTAL SCORE [Phase II A. + Phase II B. pts.]:</b>		

## ATTACHMENT D: COST PROPOSAL FORM

**Instructions:**

Vendors are to complete the Cost Proposal Form, provided as **Attachment D**, to the RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. Vendors are to propose their firm, fixed, all-inclusive cost for the full and successful completion each deliverable. The sum of the proposed costs of all deliverables to be performed under the resulting contract will be the vendor's total cost throughout the contract period as described in this RFP. At the vendor's discretion, additional documentation may also be included with the completed **Attachment D**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the rates displayed on the Cost Proposal Form.

Vendors are to use their business expertise in pricing the work described in this RFP, 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 RFP. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RFP.

Vendors are to propose their firm, fixed, all-inclusive rates per A through E:

<b>DELIVERABLE(S)</b>	<b>DELIVERABLE TOTALCOST</b>
<b>A</b>	\$
<b>B</b>	\$
<b>C</b>	\$
<b>D</b>	\$
<b>E</b>	\$
<b>GRAND TOTAL</b>	

The vendor's grand total cost proposal is the sum deliverables A through E. ODJFS will pay compensation of the per-deliverable prices as offered on the vendor's cost proposal and accepted by ODJFS. The vendor must render detailed invoices on letterhead on a monthly basis defining work progress and completions. At ODJFS discretion, a payment schedule based on achievement of milestones toward final completion of a deliverable may be negotiated. The total cost for completion of any deliverable will be the price per that deliverable as offered and as accepted by ODJFS in the contract. The compensation structure will be in effect throughout the contract, including any renewal periods.

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

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