ADTS# 48287

OHIO DEPARTMENT OF HEALTH

Gestational Diabetes Mellitus Consumer Focus Groups

Request for Proposals (RFP)
RFP Number: Admin20647

Notice: This RFP is not an offer or a contract. Contractor's written response to this RFP offering shall be considered as a formal offer to provide the services requested in this RFP.

This RFP is issued pursuant to grants issued by US Department of Health and Human Services and the Centers for Disease Control and Prevention

FFATA (Federal Funding Accountability and Transparency Act) federal regulations apply to this RFP. All subgrantees or subcontractors receiving federal grant awards or contracts must have a DUNS (Data Universal Numbering System) Number and be registered with the CCR (Central Contractor Registration).

Proposals received after the due date and time will not be evaluated.

Ohio Department of Health
246 North High Street
Columbus, Ohio 43215

Release Date: April 13, 2011
Response Due Date: May 17, 2011

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1. Introduction

The Ohio Department of Health (ODH) is seeking proposals from qualified individuals, agencies or organizations to conduct consumer focus groups and to analyze, interpret, and report the data from these focus groups. ODH is exploring perceptions, opinions, attitudes, and knowledge among women who currently have gestational diabetes mellitus (GDM) or have been diagnosed with GDM in the past ten (10) years. Specifically, ODH desires to query women regarding: 1) GDM-related health information received before, during, and after pregnancy; 2) their perceived barriers to post-partum care; 3) their understanding of lifelong risk for developing type 2 diabetes; 4) and educational messages to which they will respond.

If a suitable offer is made in response to this RFP, ODH may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how ODH will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE). ODH is committed to making more state contracts, services, benefits and opportunities available to small socially and economically disadvantaged Ohio businesses. EDGE is a contract assistance program designed to assist such businesses by facilitating access to state government contracts and business services for businesses certified in the program. For more information regarding EDGE and EDGE certification requirements, including a list of certified EDGE firms, please visit the DAS Equal Opportunity Division Web site at: http://das.ohio.gov/Eod/Edge/Index.htm. Additional information is also available at the DAS Office of Procurement Services Web site at: http://www.ohio.gov/procure.

2. Project Background

The Ohio Department of Health (ODH) Division of Family and Community Health Services, the Office of Healthy Ohio, and the State Epidemiology Office are participating in a collaboration sponsored by the Association of Maternal and Child Health Program (AMCHP), the National Association of Chronic Disease Directors (NACDD) Women's Health Council, and the Centers for Disease Control and Prevention (CDC). The goal is to develop a statewide plan to prevent adult onset (type 2) diabetes mellitus among women with a history of gestational diabetes mellitus (GDM). Reported rates of GDM range from 2% to 10% of pregnancies. Immediately after pregnancy, 5% to 10% of women diagnosed with GDM are found to have type 2 diabetes. Women who have had GDM have a 35% to 60% risk of developing diabetes within the next 10 years. Furthermore, children from those pregnancies have an increased risk for developing type 2 diabetes. Using the information gathered from the focus groups, ODH desires to

improve continuity of care and interventions to prevent the development of type 2 diabetes in women with a history of GDM.
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3. Contract Award, Negotiations and Duration

Contingent upon the availability of funds and approval by the Director of Health, one contract will be awarded. The resultant contract(s) shall be in effect from approximately July 1, 2011 through December 31, 2011.

The successful Contractor will be required to contract with ODH to perform the work and deliver the deliverables as set forth in a contract substantially similar to the sample in Attachment A. ODH may, but is not required, initiate negotiations with the potential successful Contractor. The potential successful Contractor shall negotiate in good faith.

4. Qualifications of the Contractors

4.1 Qualified Contractors are individuals, agencies or organizations with at least five years of experience conducting health related focus groups and are skilled in tasks that include recruiting participants; moderating focus groups; providing on-site logistical operations for focus groups; collecting and analyzing qualitative data; and developing summary reports. Qualified Contractors will have experience with culturally and economically diverse populations.

4.2 Contractors must be in compliance with Executive Order 2010-09S for the work that the Contractor is proposing to do under this RFP.

4.3 Contractors are not qualified if they are subject to a finding for recovery under section 9.24 of the O.R.C. except if they have taken the appropriate remedial steps required under section 9.24 of the O.R.C. or otherwise qualifies under that section.

4.4 Contractors are not qualified if they are debarred or suspended from entering into state of Ohio contracts pursuant to section 125.25 of the O.R.C.

5. Project Scope of Work and Deliverables

The successful Contractor shall perform all of the following activities for which there is an executed contract in consultation with, and with the approval of the ODH Contract Manager:

5.1 Scope of Work

5.1.1 Meet with the ODH contract manager and the GDM workgroup on a monthly basis to provide updates on assignments and related progress.

5.1.2 Implement the work plan and schedule as proposed in the RFP response. Work schedule may be revised with ODH approval.

5.1.3 Conduct recruitment for focus group session participants and assure that characteristics of participants match the demographic makeup of the ODH identified targeted consumer population.

5.1.4 Each focus group shall consist of ten (10) to twelve (12) participants. Participants are defined as women of reproductive age (18-45) who currently have gestational diabetes mellitus (GDM) or have been diagnosed with GDM in the past ten (10) years and are in high risk populations (i.e. African American, Hispanic/Latino, Appalachian, and/or with income at or below 185% of the Federal Poverty Level). Each focus group session shall last approximately ninety (90) minutes. All focus group planning, implementation activities, and data analysis and reporting are subject to approval by the ODH Contract Manager. Develop the screener guide and focus group questionnaire in consultation with ODH.

5.1.5 Identify appropriate focus group session locations and make arrangements for use of these facilities. Assure that focus group session locations are centrally located, accessible by public transportation, and culturally acceptable to the target population. Furthermore, vary the time of day and day of week of the three (3) focus group sessions within each region of the state. All locations must be approved by the ODH Contract Manager. Develop a detailed written plan for approval by the Contract Manager prior to the focus groups informing ODH of date, location, number of participants, and demographic makeup of participants. Assist ODH in preparing and submitting focus group protocol to the Ohio Department of Health Institutional Review Board (IRB) for human subjects review.

5.1.6 Conduct consumer focus groups and analyze, interpret, and report the data from these focus groups. Handle all oversight of focus group participant needs to include travel reimbursement, stipends/incentives, refreshments, and childcare. Incentive plans are subject to approval of the contract manager. Conduct three (3) focus group sessions in each of the five (5) regions of Ohio: Northeast, Northwest, Southeast, Southwest, and Central for a total of fifteen (15) focus group sessions. (See Attachment B-1 for a map of regions.)

5.1.7 Explore perceptions, opinions, attitudes, and knowledge among women of reproductive age (18-45) who currently have gestational diabetes mellitus (GDM) or have been diagnosed with GDM in the past ten (10) years. Specifically, query women regarding: 1) GDM-related health information women received before, during, and after pregnancy; 2) their perceived barriers to post-partum care; 3) their understanding of lifelong risk for developing type 2 diabetes; and 4) educational messages to which women will respond.

5.1.8 Analyze focus group data using cross tabulation of results between regions, demographics or variables as indicated, and prepare a final written report.

5.1.9 Prepare an oral presentation of findings to the ODH GDM workgroup members at the end of the contract. Time and place to be scheduled by the ODH contract manager.

5.2 Deliverables

5.2.1 Deliver the screener guide and focus group questionnaire.

5.2.2 Provide the detailed written plan for the focus groups with date, location, number of participants, and demographic makeup of participants.

5.2.3 Within (fifteen) 15 days after each focus group, prepare a summary report detailing the findings. Provide transcripts and audiotapes for each focus group.

5.2.4 Submit final draft report two (2) weeks before the end of the contract period for ODH review and comment. The report should include: executive summary; introduction; purpose; methodology; description of participants; results aggregated by all focus groups and by individual focus groups; discussion of results; recommendations for program planning; transcripts of each focus group; and appendices (recruitment material, discussion guides, etc.).

5.2.5 Submit two (2) hard copies of the consumer focus group final report along with all materials (including a CD) to ODH by the end of the contract period.

5.2.6 Present the oral presentation of findings to the ODH GDM workgroup members at the end of the contract.

5.3 Performance criteria

6. Proposal Format

All contractors shall submit a proposal directly responsive to the terms and conditions of this RFP. If a contractor chooses to submit an alternative proposal, the contractor must, at the same time, submit a proposal directly responsive hereto for any alternative proposal to even be considered. Such alternative proposal shall clearly identify why the acceptance of the proposal would be advantageous to ODH. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to ODH shall be clearly identified and explicitly defined. ODH reserves the right to amend the solicitation to allow all contractors an opportunity to submit revised proposals based on the revised requirements. Proposals shall be submitted with an original with three copies and an electronic version in Microsoft Word format. Proposals shall contain the sections listed in 6.2 though 6.6 below separated by tabbed and labeled dividers.

6.1 Addenda to the RFP.

6.1.1 If ODH decides to revise this RFP before the proposal due date, addenda will be announced on the Ohio Gateway Web site. When an addendum to this RFP is necessary, ODH may extend the proposal due date through an announcement on the Ohio Gateway Web site. Addendum announcements may be provided any time before 5:00 p.m. on the day before the proposal is due. It is the responsibility of each prospective contractor to check for announcements and other current information regarding the RFP.

6.1.2 After the submission of proposals, addenda will be distributed only to those contractors whose submissions are under active consideration. When ODH makes an addendum to the RFP after proposals have been submitted, ODH will permit contractors to withdraw their proposals. This withdrawal option will allow any contractor to remove its proposal from active consideration should the contractor feel that the addendum changes the nature of the transaction so much that the contractor's proposal is no longer in its interests. Alternatively, ODH may allow contractors that have proposals under active consideration to modify their proposals in response to the addendum.

6.1.3 If, however, ODH makes an addendum after the proposal due date, ODH will tell all contractors whose proposals are under active consideration whether they have the option to modify their proposals in response to the addendum. Any time ODH amends the RFP after the proposal due date, a contractor will have the option to withdraw its proposal even if ODH permits modifications to the proposals. If the contractors are allowed to modify their proposals, ODH may limit the nature and scope of the modifications. Unless otherwise stated in ODH's notice, modifications and withdrawals must be made in writing and must be submitted within 10 business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to ODH at the address and in the same manner required for the submission of the original proposals. Any modification that is broader in scope than ODH has authorized may be rejected and treated as a withdrawal of the contractor's proposal

6.2 Proposal Cover Sheet

6.2.1 Contractor's name, address and federal tax identification number and DUNS number;

6.2.2 Name of contractor's contact person, title, address, telephone and fax numbers and e-mail address;

6.2.3 Amount of total bid; and

6.2.4 RFP number and project title.

6.3 Table of Contents

6.4 Technical Proposal

6.4.1 Profile of the Contractor

6.4.1.1 The technical proposal shall include a description of the Contractor's experience and expertise conducting similar projects as it relates to how the Contractor meets the qualifications in 4 above.

6.4.1.2 Identification and qualifications of key project personnel and their responsibilities to the project. Include resumes.

6.4.1.2 The Contractor should also attach a list of three (3) references (other than ODH) by previous users of the bidder's services in performing similar projects. Include contact name and appropriate phone number. ODH may, at its sole discretion, contact the references. There is no obligation on the part of ODH to contact any reference.

6.4.1.3 Identification and description of the Contractor's subcontractors to be used, if any. Subcontractors must be approved by ODH. However, Contractor may subcontract without ODH's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in the Scope of Work or Deliverables in this RFP, but which are required for its satisfactory completion.

6.4.1.4 A description of the Contractor's Affirmative Action activities and program.

6.4.4.5 Include at least one sample of a project final report as a writing sample.

6.4.2 Project Implementation

6.4.2.1 The Contractor will provide ODH with a proposed detailed plan description of how all of the requirements specific to this project will be implemented, including each item under section 5.0, Project Scope of Work and Deliverables. The plan should include a project schedule and milestones. All the tasks outlined in section 5.0, Project Scope of Work and Deliverables, must be clearly identified and discussed. Responses should address and specify the exact section number as described in this document.

6.4.2.2 A description of the location and principal office from which the work is to be performed.

6.4.2.3 Identification of the amount of time that lead and key project personnel will be expected to work on the project.

6.4.2.4 A description of contingency plans for completing the project, should the lead or key project personnel become unavailable for any reason.

6.4.2.5 Identification of any anticipated difficulties in meeting the project specifications and a description of proposed solutions to these difficulties.

6.4.2.6 Contractors are cautioned that failure to submit at the appropriate level of detail for the information required in the sections detailed herein will result in a determination that the Contractor's proposal is non-responsive. Such a determination may result in ineligibility for contract award. If a requirement can be exceeded by the Contractor, the proposal should state the degree to which the requirement will be exceeded and how this will be accomplished. If a requirement cannot be fully met, the Contractor must state the reasons and must provide alternatives that can accomplish all the requirements specified.

6.4.2.7 Proposals should be prepared simply and economically, providing a straightforward, concise, yet complete description of the Contractor's capabilities to satisfy the contract. Emphasis should be on completeness and on specificity and clarity of content.

6.4.2.8 Proposals should include documentation of the financial stability of the Contractor in order to demonstrate the financial capacity to complete the project.

6.5 Cost Proposal

6.5.1 Bid a fixed price by deliverable to be charged ODH for the focus groups and development of the final report and oral presentation.

6.6 Other submissions

6.6.1 The contractor shall include a statement that it does not take exception to the terms of the proposed contract. (Attachment A). If the contractor does take an exception, any exceptions must be included in the contractor's proposal. Note: Taking exception to the terms of the contract or RFP may be grounds for eliminating the contractor from consideration for award of a contract.

6.6.2 W 9 Form, Vendor Information Form and Standard Affirmation and Disclosure Form. The Offeror must complete Federal Form W 9, Request for Taxpayer Identification Number and Certification Form, the Vendor Information Form (OBM-5657) and the Standard Affirmation and Disclosure Form in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved,

Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at http://www.ohiosharedservices.ohio.gov/Vendors.aspx

The form requires either a Standard Industrial Classification (SIC) code or a North American Industry Classification System (NAICS) code. These codes can be found at: http://www.osha.gov/pls/imis/sic_manual.html for the SIC codes or http://www.census.gov/eos/www/naics/ for the NAICS codes. Offeror shall follow instructions to determine the proper code.

6.8.3 The Contractor must complete the Ohio Department of Health's Contractor Federal Funding Accountability and Transparency Act (FFATA) Reporting Form which is attached as Attachment A6 in accordance with the instructions included with the form.

7. Evaluation of Proposals

7.1 Initial Review:

The ODH procurement representative will review all proposals for their compliance with format requirements and completeness. The procurement representative normally rejects any incomplete or incorrectly formatted proposal, although he or she may waive any defects or allow a contractor to submit a correction. Any proposal that is not received by the due date will not be evaluated.

7.2 Committee Review of the Proposals:

The evaluation committee will evaluate each proposal that the procurement representative has determined is timely, complete and properly formatted. The evaluation will be according to the criteria contained in the RFP.

7.3 Proposal Evaluation Criteria:

In the proposal evaluation phase, the evaluation committee will rate the proposal submitted in response to the RFP based on the following criteria and weight assigned to each criterion. If the contractor meets the mandatory requirements in section 7.4, Mandatory Requirements, the contractor's proposal will be included in the next part of the evaluation, i.e., Technical Criterion.

Any proposal that does not meet the mandatory requirements of the RFP will not be considered. All other proposals will be evaluated and scored according to the requirements of the evaluation criteria outlined below. In order to be considered for the project, each proposal must receive at least 60% of the total points available under the technical scoring component. Total technical points available are 500.

Each proposal that meets the 60% or better standard in regard to technical score i.e. at least receives 300 points will move forward to have price calculated into their overall score. The proposal that is considered the best value or most advantageous to the State/ODH will be awarded the contract.

7.4 Mandatory Requirements

The contractor has met the mandatory requirements stated under Section 4. "Qualifications of the Contractor": Yes or No

Evaluation Committee must document how bidder meets or does not meet the mandatory requirement.

7.5 The scale below (0 – 5) will be used to rate each proposal on the technical criteria.

Does Not Meet (0) – Proposal does not comply with the requirements. Document shortfall or what is missing in the response.

Weak (1) – Response does not substantially meet the requirements. Document shortfalls or what is missing in the response.

Moderate (2) – Proposal meets most of the requirements, however, is weak in some areas. Document the weakness/what is missing. Also, document what is good.

Meets (3) – Proposal generally meets the requirements. Document how proposal meets requirements.

Strong (4) – Proposal exceeds requirement. Document how response exceeds the requirements.

Greatly Exceeds (5) – Proposal significantly exceeds requirements Document how response greatly exceeds the requirements.

Technical Requirements, Evaluation and Scoring: Each Proposal will be scored and numerical technical point values will be assigned according to the criteria listed.

TECHNICAL CRITERION	Weight	Rating (0-5)	Technical Score
Qualifications and Experience of Project Personnel assigned to project	20		
Technical Approach – overall understanding of Project	10		
Project Plan and Process to meet	20		

deliverable requirements i.e. overall quality of technical proposal			
Previous relevant experience dealing with research projects and focus groups in a Public Health setting	15		
Demonstrated research skills relevant to the proposed study	15		
Experience in working with marginalized populations	10		
Proven ability to develop recommendations for organizations from research findings	10		
Total Technical Score (500 points max)			

The Technical Score is determined by multiplying the Weight by the Rating. The Total Technical Score is obtained by adding each of the individual Technical Scores. Total Points Available 500 points.

The committee will score and rank the business proposals as follows. It will award three hundred (300) points to the proposal with the lowest total cost. The committee will award points for other proposals using the formula $Z = \frac{Y \times 300}{N}$ where:

Y = lowest total cost as proposed by any Contractor making a proposal

N = total cost proposed by the Contractor being scored

Z = points assigned for business proposal of Contractor being scored.

Total Technical Score	
Bid amount supported and best price	
Total score	

The preference designated in the Buy Ohio Guidelines as codified in Ohio Administrative Code section 123:5-1-06 will apply to the evaluation of proposals under this RFP.

Based on the evaluation committee's evaluation of the proposals and cost, a recommendation of selection will be sent to the Director of the Ohio Department of Health. The Director will make a selection and his decision is final.

8. Submission of Proposals

8.1 To be considered, an original and three copies of the proposal must be submitted no later than 4:00 p.m. on May 17, 2011. No FAX proposals will be accepted. Proposals may be mailed or delivered to:

Ohio Department of Health
Office of Financial Affairs
Attention: Paul Maragos
246 North High Street, 4th Floor
Columbus, Ohio 43215

8.2 From the issuance date of this RFP, until a contract is awarded to a contractor, there shall be no communications concerning the RFP between any contractor who expects to submit a proposal and any employee of ODH involved in the issuing of the RFP, or other state employee who is in any way involved in the ODH project. The only exception to this prohibition is communications provided through the submission of written questions per section 8.3 below and, if required, communications in a contractor interview.

8.3 If a Contractor finds any perceived conflict, error, omission or discrepancy in the RFP documents, the Contractor shall submit a written request for interpretation. Questions can be submitted using the Ohio Department of Administrative Services (DAS) website where the RFP is located. All questions must be submitted by 4:00 pm on April 28, 2011. Answers to the questions will be posted to the DAS website: http://procure.ohio.gov/proc/searchProcOpps.asp by May 3, 2011. In order to submit and see responses to questions, you need to search for the procurement number for this item, which is DOH-Admin20647. Telephone inquiries will not be accepted.

9. Protest Procedure

9.1 Any potential, or actual, contractor objecting to an 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:

9.2 A protest may be filed by a prospective or actual contractor objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:

9.2.1 The name, address, and telephone number of the protestor;

9.2.2 The name and number of the RFP being protested;

9.2.3 A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;

9.2.4 A request for a ruling by ODH;

9.2.5. A statement as to the form of relief requested from ODH; and

9.2.6 Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

9.3 A protest shall be considered timely by ODH, if ODH's Office of General Counsel received it, within the following periods:

9.3.1 A protest based upon 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 4:00 p.m. the closing date for receipt of proposals, which is May 17, 2011.

9.3.2 If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 pm of the tenth (10th) business day after the announcement of intent to award.

9.4 An untimely protest may be considered by ODH if ODH determines that the protest raises issues significant to ODH's procurement system. An untimely protest is one received by ODH's Office of General Counsel after the time period set forth in paragraph 2 sections 9.3.1 and 9.3.2 of this section.

9.5 All protests must be filed with the following:

Chief Legal Counsel
Ohio Department of Health
246 North High Street, 7th floor
Columbus, Ohio 43215

9.6 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 ODH determines that a delay will severely disadvantage ODH. The contractor(s) who would have been awarded the contract shall be notified of the receipt of the protest.

9.7. ODH shall issue written decisions on all timely protests and shall notify any contractor who filed an untimely protest as to whether or not the protest will be considered.

10. Certifications

10.1 Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA). The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBG) at http://obg.ohio.gov to file for DMA pre-certification; if you are not already registered you must:

a. Register with the Ohio Business Gateway (OBG) at:

http://obg.ohio.gov

b. Review the Terrorist Exclusion List at:

http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf

c. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at:

http://www.publicsafety.ohio.gov/links/HLS0038.pdf

Submit a hardcopy of this completed form with your RFP response. You must then return to the OBG and complete the form for online submission under "Electronic Filing." It is important that you submit the DMA form online at OBG and in hardcopy with the Proposal.

Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.

10.2 Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

10.3 Executive Order 2010-09S

10.3.1 The Bidder shall affirm as a condition of award of a contract that it has read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of the resultant contract, and shall perform no services required under that contract outside of the United States. The Executive Order is provided as an attachment to this RFP and also is available at the following website: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).

The Bidder also as a condition of award of a contract affirm, understand, and agree to immediately notify the ODH of any change or shift in the location(s) of services performed by the Bidder or its subcontractors under the resultant contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

11. Other Conditions

11.1 ODH is under no obligation to pay any costs incurred in the preparation of proposal submissions.

11.2 ODH reserves the right to reject, in whole or in part, any and all proposals where ODH, taking into consideration factors including but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of ODH or the state.

11.3 ODH reserves the right to reject any and all proposals where the offeror takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.

11.4 ODH may cancel and/or re-issue the RFP, in whole or in part, when the services offered are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP, or pricing offered is considered to be excessive in comparison with existing market conditions or exceeds the available funds of ODH, or it is determined that award of a contract would not be in the best interests of ODH and/or the State.

11.5 ODH reserves the right to waive minor defects and to provide contractors with the opportunity to correct material defects when no prejudice to the rights of other contractors or the public will result. Contractors shall be afforded fair and equal treatment regarding any clarification and/or correction.

11.6 ODH reserves the right to amend or withdraw the RFP any time prior to the award of a contract. The contractor may withdraw a response/proposal to the RFP any time prior to the award of a contract.

11.7 All products which result from the proposed contractual agreement will be the sole property of ODH.

11.8 All proposals will be considered firm and in the event a contract ensues as a result of this RFP, the contractor selected will be required to fulfill the contractual obligations at the amount quoted in the contractor's cost proposal.

11.9 Pursuant to section 149.43 of the Ohio Revised Code (O.R.C.), the proposal may be considered a public record and be released upon request, but not before the closing and evaluation of bids pursuant to section 125.071(C) of the O.R.C. Any requests by Contractor for nondisclosure of confidential or proprietary information or trade secrets or assertions by Contractor that information in its proposal, or the entire proposal, is confidential, proprietary or a trade secret shall be examined by ODH to determine the validity of the request or assertion. Contractor requests or assertions must be in writing. If the parties do not agree, the Contractor shall be informed in writing by ODH regarding what portions of the proposal shall be disclosed. Contractor may withdraw its proposal at any time prior to award of a contract. The RFP and all proposals, documents and other information, unless confidential, proprietary or a trade secret, concerning the RFP process shall be open to public inspection upon award of a contract.

11.10 ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to the successful contractor or contractors concerning the performance of the work described in the RFP and/or the contract. Upon such notice and within ten (10) days after receipt of instructions, the successful contractor shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by ODH and the successful contractor that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in the RFP and/or the contract. They are not intended to amend or alter the RFP and/or contract or any part thereof.

11.11 The state reserves the right not to award a contract under this RFP. The state reserves the right to award only one or multiple contracts under this RFP.

12 – Attachments

ATTACHMENT A-1
SAMPLE CONTRACT

PERSONAL SERVICE CONTRACT
BY AND BETWEEN
THE OHIO DEPARTMENT OF HEALTH
AND

PREAMBLE

The Ohio Department of Health (hereinafter referred to as **"ODH"**), whose address is 246 North High Street, Columbus, Ohio 43215, and the (hereinafter referred to as the **"CONTRACTOR"**), whose address is , hereby enter into this contract. For the purposes of this contract, the term "party" means **ODH** and the **CONTRACTOR** respectively and "parties" means **ODH** and **CONTRACTOR** collectively.

This contract is funded in whole or in part by a grant awarded by under the grant, grant award number , and CFDA number . This contract requires the **CONTRACTOR** to provide products and/or services that are funded in whole or in part under said grant.

ODH and **the CONTRACTOR**, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions.

ARTICLE I
Scope of Work and Deliverables

A. The **CONTRACTOR** shall provide the services and perform the work as specified in the following:

1. Report to **ODH's** contract manager, , the Ohio Department of Health, 246 North High Street, Columbus, Ohio 43215 (Telephone Number (614) ; FAX Number (614) ; Email:).

2. Scope of Work

   a The **CONTRACTOR** shall [work to be done by Contractor].

3. Deliverables

   a. The **CONTRACTOR** shall deliver [items to be delivered to ODH].

B. The **CONTRACTOR** shall furnish its own support staff and services as necessary for the satisfactory performance of the work described in **ARTICLE I**, **Section A**, above. Unless otherwise specified in this contract, **ODH** will not provide any staff, services, or material to the **CONTRACTOR** for the purpose of assisting the **CONTRACTOR** in the performance of this contract.

C. **ODH** may, from time to time as it deems appropriate, communicate specific instructions and requests to the **CONTRACTOR** concerning the performance of the work described in this contract. Upon such notice and within ten (10) days after receipt of instructions, the **CONTRACTOR** shall comply with such instructions and fulfill such requests to the satisfaction of **ODH**. It is expressly understood by the parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this contract. They are not intended to amend or alter this contract or any part thereof. All such instructions and requests shall be communicated to the **CONTRACTOR** by the **ODH** contract manager.

D. The **CONTRACTOR** shall consult with the **ODH** contract manager as necessary to assure mutual understanding of the work to be performed and the satisfactory completion thereof.

ARTICLE II
Time of Performance

A. This contract shall be in effect from July 1, 2011 or upon execution by both parties, whichever is later, through December 31, 2011, unless this contract is suspended or terminated pursuant to **ARTICLE XI** prior to the termination date.

B. It is expressly understood by both **ODH** and the **CONTRACTOR** that this contract shall not be valid and enforceable until the Director of the Office of Budget and Management certifies, pursuant to section 126.07 of the Ohio Revised Code (O.R.C.), that there is a balance in the appropriation not already encumbered to pay obligations resulting from this contract.

C. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the O.R.C. have been met.

D. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in **ARTICLE II, Section A**, above.

ARTICLE III
Compensation for Services

A. In consideration of the services provided pursuant to **ARTICLE I** of this contract, **ODH** agrees to pay a fixed price for the services rendered under this contract of $. It is expressly understood by **ODH** and the **CONTRACTOR** that the fixed price of this contract includes the cost of services, travel and miscellaneous expenses. The **CONTRACTOR** shall monitor the work under this contract and shall not accept an assignment under the contract if it will cause or is reasonably likely to cause the total amount paid under the contract for the contract period specified in **ARTICLE II** to exceed the maximum allowable compensation for

services. The **CONTRACTOR** hereby waives the interest provisions of section 126.30 of the O.R.C.

B. **ODH** shall not separately reimburse **CONTRACTOR** for expenses related to travel beyond what is included in the fixed price.

C. The **CONTRACTOR** shall invoice **ODH** for services the **CONTRACTOR** provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to **ODH**, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. **ODH** will reimburse the **CONTRACTOR** within forty-five (45) days of receipt of a valid invoice for the amount of payment due. ODH shall return any invalid or incomplete invoice to the **CONTRACTOR** within fifteen (15) days after **ODH** receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this contract shall be submitted by the **CONTRACTOR** no later than thirty (30) days following the termination of the contract.

D. Subject to the provisions of sections 126.07 and 131.33 of the O.R.C., which shall at all times govern this contract, **ODH** represents that:

1. It intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and

2. It will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement.

However, it is understood by the **CONTRACTOR** that the availability of funds is contingent on appropriations made by the Ohio General Assembly and, if applicable, the federal funding source. If the Ohio General Assembly or the federal funding source fails at any time to continue funding **ODH** for the payments due hereunder, this agreement is terminated as of the date funding expires without further obligation of **ODH** or the State of Ohio.

E. **ODH** will not compensate the **CONTRACTOR** for any work performed prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the O.R.C. have been met as set forth in **ARTICLE II, Sections B and C. ODH** will not compensate the **CONTRACTOR** for any work performed after the termination date set forth in **ARTICLE II, Section A.**

ARTICLE IV
Independent Contractor

A. No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Inasmuch as **ODH** is interested in the **CONTRACTOR's** end product, **ODH** does not control the manner in which the **CONTRACTOR** performs this contract. **ODH** is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the O.R.C., respectively. In addition, the **CONTRACTOR** assumes responsibility for tax liabilities that result from compensation paid to the **CONTRACTOR** by **ODH**. **ODH** will report any payment made under this contract to the Internal Revenue Service on Form 1099.

B. No provision contained in this contract shall be construed as entitling the **CONTRACTOR** to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of **ODH** or to become a member of the Public Employees Retirement System (Chapter 145. of the O.R.C.).

ARTICLE V
Conflict of Interest and Ethics Laws

A. The **CONTRACTOR** hereby covenants that neither the **CONTRACTOR** nor any officer, member or employee of the **CONTRACTOR** has any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract.

B. Neither the **CONTRACTOR** nor any officer, member or employee of the **CONTRACTOR** shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

C. The **CONTRACTOR** shall not promise or give to any **ODH** employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The **CONTRACTOR** shall not solicit an **ODH** employee to violate any **ODH** rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the O.R.C.

D. The **CONTRACTOR** hereby covenants that the **CONTRACTOR** and any officer, member or employee of the **CONTRACTOR** are in compliance with section 102.04 of the O.R.C. and that if the **CONTRACTOR** is required to file a statement pursuant to section 102.04(D)(2) of the O.R.C., such statement has been filed with the **ODH** General Counsel in addition to any other required filings.

E. The **CONTRACTOR** hereby certifies compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the O.R.C.

F. The **CONTRACTOR** hereby certifies and affirms that, as applicable to the **CONTRACTOR**, no party listed in Division (I) or (J) of section 3517.13 of the O.R.C. or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of $1,000.00 to the Governor or to his campaign committees. If it is determined that the **CONTRACTOR's** certification of this requirement is false or misleading, not withstanding any criminal or civil liabilities imposed by law, the **CONTRACTOR** shall return to **ODH** all monies paid to the **CONTRACTOR** under this contract. The provisions of this section shall survive the expiration or termination of this contract.

ARTICLE VI
Equal Employment Opportunity

A. In carrying out this agreement, the **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section

125.111 of the O.R.C., in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.

B. The **CONTRACTOR** shall incorporate the foregoing requirements of **ARTICLE VI, Section A** in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The **CONTRACTOR** hereby certifies that the **CONTRACTOR** has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services.

ARTICLE VII
"Sweatshop Free" Certification

The **CONTRACTOR** hereby certifies that all facilities used for the production of the supplies or performance of services offered in this contract are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the **CONTRACTOR** in furnishing the supplies or services pursuant to this contract. If it is determined that the **CONTRACTOR's** certification of this requirement is false or misleading, then the **CONTRACTOR** understands that it shall be grounds for the termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.

ARTICLE VIII
Records, Documents and Information

All records, documents, writings or other information produced or used by the **CONTRACTOR** in the performance of this contract shall be treated according to the following terms:

A. All **ODH** information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by **CONTRACTOR**. Where there is a question as to whether information is public or private, **ODH** shall make the final determination. The **CONTRACTOR** shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. The **CONTRACTOR** agrees to be bound by the same standards of confidentiality that apply to the employees of **ODH** and the State of Ohio. The terms of this section shall be included in any subcontracts executed by the **CONTRACTOR** for work under this contract.

B. All proprietary information of the **CONTRACTOR** shall be held to be strictly confidential by **ODH**. Proprietary information is information which, if made public, would put the **CONTRACTOR** at a disadvantage in the market place and trade of which the **CONTRACTOR** is a part. The **CONTRACTOR** is responsible for notifying **ODH** of the nature of the information prior to its release to **ODH**. **ODH** reserves the right to require reasonable evidence of the **CONTRACTOR's** assertion of the proprietary nature of any information to be provided.

C. All records relating to costs, work performed and supporting documentation for invoices submitted to **ODH** by the **CONTRACTOR** shall be retained and made available by the **CONTRACTOR** for audit by the State of Ohio (including, but not limited to, **ODH**, the Auditor of the State of Ohio, the Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this contract. If an audit, litigation, or other action is initiated during this time period, the **CONTRACTOR** shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

ARTICLE IX
Rights in Deliverables, Data and Copyrights

The Deliverables provided by the **CONTRACTOR** under **ARTICLE I** and any item produced under this contract, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of **ODH** which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The **CONTRACTOR** shall not obtain copyright, patent, or other proprietary protection for the Deliverables. The **CONTRACTOR** shall not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

ARTICLE X
Disclosure of Personal Health Information

A. **CONTRACTOR** hereby agrees that the information provided or made available by **ODH** shall not be used or disclosed other than as permitted or required by the contract or as required by law. **CONTRACTOR** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this contract .CONTRACTOR shall comply with 45 C.F.R.1 § 64.504(e)(2)(ii). **CONTRACTOR** shall immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by the contract.

B. **CONTRACTOR** hereby agrees that anytime information is provided or made available to any subcontractor or agent, **CONTRACTOR** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this contract. **CONTRACTOR** must obtain **ODH** approval prior to entering into such agreements. Further, **CONTRACTOR** agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of **CONTRACTOR's** obligations under this contract.

ARTICLE XI
Suspension and Termination

A. **ODH** may suspend or terminate this contract for any reason thirty (30) days after delivery of written notice to the **CONTRACTOR**. **ODH** may suspend or terminate this contract immediately after delivery of written notice to the **CONTRACTOR** if **ODH**:

1. Discovers any illegal conduct on the part of the **CONTRACTOR**;

2. Discovers a violation of **ARTICLE V** or **ARTICLE XVII**;

3. Is subject to a loss of funding as set forth in **ARTICLE III, Section D**;

4. Discovers a petition in bankruptcy or similar proceeding has been filed by or against the **CONTRACTOR**. If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against the **CONTRACTOR**, the **CONTRACTOR** shall immediately notify **ODH** of the filing; or

5. Discovers that **CONTRACTOR** or any of its subcontractors has performed any services under this contract outside the United States and is not in compliance with **ARTICLE XV** of this contract.

B. The **CONTRACTOR**, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this contract, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as **ODH** may require.

C. In the event of suspension or termination under this Article, the **CONTRACTOR** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by **ODH** based on the rate set forth in **ARTICLE III**, less any funds previously paid by or on behalf of **ODH**. In the case of services for which the **CONTRACTOR** charges a flat rate, compensation shall be based on a reasonable percentage of the total services performed, as determined by **ODH**, less any funds previously paid by or on behalf of **ODH**. **ODH** shall not be liable for any further claims, and the claims submitted by the **CONTRACTOR** shall not exceed the total amount of compensation allowed by this contract.

ARTICLE XII
Breach or Default

A. Upon breach or default by the **CONTRACTOR** of any of the provisions, obligations or duties embodied in this contract, **ODH** may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and **ODH** retains the right to exercise all remedies hereinabove mentioned.

B. If **ODH** or the **CONTRACTOR** fails to perform an obligation or obligations under this contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by **ODH** shall not be effective unless it is in writing and signed by the **ODH** contract manager.

C. This Article is subject to the provisions of **ARTICLE XV, Section B** with regard to circumstances dealing with offshore outsourcing.

ARTICLE XIII
Amendments

This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties. However, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. Any written amendments to this contract shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the parties.

ARTICLE XIV
Limitation of Liability

A. The **CONTRACTOR** holds **ODH** harmless from any and all liability, suits, losses, judgments, damages, or any other demands arising out of the actions or omissions of the **CONTRACTOR** while performing this contract.

B. **ODH's** liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the **CONTRACTOR** under **ARTICLE III** or the amount of direct damages incurred by the **CONTRACTOR**, whichever is less. The **CONTRACTOR's** sole and exclusive remedies for **ODH's** failure to perform under the contract shall be as set forth in this article. In no event shall **ODH** be liable for any indirect or consequential damages, including loss of profit, even if **ODH** knew or should have known of the possibility of such damages.

C. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.

ARTICLE XV
Offshore Outsourcing

A. The **CONTRACTOR** affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this contract, and shall perform no services required under this contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).

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

B. Termination, Sanction, Damages

   1 If **CONTRACTOR** or any of its subcontractors perform services under this contract outside of the United States, the performance of such services shall be treated as a material breach of the contract. The State (**ODH**) is not obligated to pay and shall not pay for such services. If **CONTRACTOR** or any of its subcontractors perform any such

services, **CONTRACTOR** shall immediately return to the State (**ODH**) all funds paid for those services. The State (**ODH**) may also recover from the **CONTRACTOR** all costs associated with any corrective action the State (**ODH**) may undertake, including but not limited to an audit or a risk analysis, as a result of the **CONTRACTOR** performing services outside the United States.

2 The State (**ODH**) may, at any time after the breach, terminate the contract, upon written notice to the **CONTRACTOR**. The State (**ODH**) may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the contract and costs associated with the acquisition of substitute services from a third party.

3 If the State (**ODH**) determines that actual and direct damages are uncertain or difficult to ascertain, the State (**ODH**) in its sole discretion may recover a payment of liquidated damages in the amount of % of the value of the contract.

4 The State (**ODH**), in its sole discretion, may provide written notice to **CONTRACTOR** of a breach and permit the **CONTRACTOR** to cure the breach. Such cure period shall be no longer than 14 calendar days. During the cure period, the State (**ODH**) may buy substitute services from a third party and recover from the **CONTRACTOR** any costs associated with acquiring those substitute services.

5 Notwithstanding the State (**ODH**) permitting a period of time to cure the breach or the **CONTRACTOR**'s cure of the breach, the State (**ODH**) does not waive any of its rights and remedies provided the State (**ODH**) in this contract, including but not limited to recovery of funds paid for services the **CONTRACTOR** performed outside of the United States, costs associated with corrective action, or liquidated damages.

ARTICLE XVI
Assignment

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

ARTICLE XVII
Drug Free Workplace

The **CONTRACTOR** shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. The **CONTRACTOR** shall make a good faith effort to ensure that all employees of the **CONTRACTOR** do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

ARTICLE XVIII
Good Standing

A. **CONTRACTOR** affirmatively represents and warrants to **ODH** that it is not subject to a finding for recovery under section 9.24 of the O.R.C., or that it has taken the appropriate remedial steps required under section 9.24 of the O.R.C. or otherwise qualifies under that section. **CONTRACTOR** further affirmatively represents and warrants to **ODH** that it is not

debarred or suspended from entering into state of Ohio contracts pursuant to section 125.25 of the O.R.C. and is not subject to exclusion, disqualification or ineligibility as defined in 2 Code of Federal Regulations (C.F.R.) §180.110. **CONTRACTOR** agrees that if this representation and warranty is deemed false, the contract will be void *ab initio* as between the parties to this contract, and any funds paid by **ODH** hereunder shall be immediately repaid to **ODH**, or an action for recovery may be immediately commenced by **ODH** for the recovery of said funds.

B. The **CONTRACTOR** certifies that the **CONTRACTOR** is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. §180.220. If at any time during the contractual period the **CONTRACTOR** is federally debarred from participating in government contracts funded by federal money, for whatever reason, the **CONTRACTOR** shall immediately notify **ODH** of the debarment.

C. The **CONTRACTOR** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period the **CONTRACTOR** becomes disqualified from conducting business in Ohio, for whatever reason, the **CONTRACTOR** shall immediately notify **ODH** of the disqualification.

ARTICLE XIX
Insurance

CONTRACTOR will provide the following insurance at its own expense:

A. Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this contract will be done. **CONTRACTOR** will also maintain employer's liability insurance.

B. Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury coverage.

ARTICLE XX
Compliance with O.R.C. § 2909.33 (C)

Check One Box:

□ The **CONTRACTOR** certifies that the **CONTRACTOR** does not receive funding in the aggregate amount greater than $100,000.00 annually from the state of Ohio, any instrumentality of the state of Ohio, and any political subdivision of the state of Ohio.

-OR-

□ The **CONTRACTOR** certifies that the **CONTRACTOR** is currently in compliance with section 2909.33(C) of the O.R.C. in that the **CONTRACTOR** has not and does not provide material assistance to any organization listed on the United States Department of State terrorist exclusion list or any such similar lists referenced in section 2909.33(C) of the O.R.C. "Material assistance" or "material support or resources" means currency, payment instruments, other financial securities, funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation, or

identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials. The **CONTRACTOR** further certifies that that the **CONTRACTOR** is not, nor has been, a member of any organization referenced above and that the **CONTRACTOR** shall notify **ODH** in any change of status regarding this certification. **CONTRACTOR** agrees that if this representation and warranty is deemed false, the contract will be void *ab initio* as between the parties to this contract and any funds paid to the **CONTRACTOR** shall be immediately repaid to **ODH** or an action for recovery may be immediately commenced by **ODH** for the recovery of said funds.

ARTICLE XXI
Construction

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the parties hereto in connection with disputes concerning validity and enforcement of this agreement. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render the performance of the remainder of the contract impossible.

IN WITNESS WHEREOF, the parties, by signing below, indicate their agreement to the above.

_____	_____
Date	Authorized Representative, Title
_____	_____
Date	Director of Health Ohio Department of Health

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

VENDOR INFORMATION FORM

All applicable parts of the form must be completed by the vendor and returned to Ohio Shared Services signed.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

☐ NEW (W-9 OR W-8ECI FORM ATTACHED) ☐ ADDITIONAL ADDRESS (PROVIDE COPY OF INVOICE OR LETTER)

☐ CHANGE OF ADDRESS (PROVIDE ADDRESS TO BE REPLACED IN THE COMMENTS BOX ON NEXT PAGE)

☐ CHANGE OF TIN (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)

☐ CHANGE OF NAME (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)

☐ CHANGE OF PAYTERMS ☐ CHANGE OF CONTACT ☐ CHANGE OF PO DISPATCH METHOD

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

LEGAL BUSINESS NAME: (MUST MATCH W-9 OR W-8ECI FORM)

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

TAXPAYER ID # (TIN):

BUSINESS ENTITY: NOTE: IF SOLE PROPRIETOR, THE INDIVIDUAL'S NAME MUST APPEAR IN LEGAL BUSINESS NAME

☐ CORPORATION ☐ PARTNERSHIP ☐ SOLE PROPRIETOR

☐ NON PROFIT ☐ INDIVIDUAL

☐ OTHER (PLEASE EXPLAIN)

INDUSTRY CLASSIFICATION:

☐ STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE

☐ NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

SECTION 4 – REMIT TO ADDRESS (IF DIFFERENT THAN ABOVE)

ADDRESS:

CITY: | STATE: | ZIP CODE:

SECTION 5 – CONTACT INFORMATION AND PERSON TO RECEIVE PURCHASE ORDER

NAME:

WEB SITE:

PHONE: | FAX: | E-MAIL:

SECTION 6 – IS YOUR BUSINESS CURRENTY CERTIFIED AS? (PLEASE CHECK)

☐ MBE (MINORITY BUSINESS ENTERPRISE) ☐ EDGE (ENCOURAGING DIVERSITY, GROWTH, & EQUITY) ☐ N/A

SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE, OTHERWISE NET 30 WILL BE APPLIED BY DEFAULT)

☐ 2/10 NET 30 ☐ NET 30 ☐ NET 45 ☐ NET 60 ☐ NET 90

SECTION 8 – PURCHASE ORDER DISTRIBUTION-OTHER THAN USPS MAIL (INPUT E-MAIL ADDRESS OR FAX # BELOW)

E-MAIL:

FAX:

SECTION 9 – PLEASE SIGN & DATE

SIGNATURE: | DATE:

SECTION 10 – AGENCY CONTACT INFORMATION

AGENCY NAME:

PHONE NUMBER: | E-MAIL:

COMMENTS:

SUBMIT FORM TO:

Mail: Ohio Shared Services
4310 E. Fifth Ave. Columbus, OH 43219
Fax number: (614) 485-1039
E-mail: vendor@ohio.gov

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
E-mail: vendor@ohio.gov

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

1. Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts. State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.

2. No Public Funds Should be Spent on Services Provided Offshore. Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.

a. The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives. The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.

b. The Purchase of Offshore Services Has Unacceptable Business Consequences. The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. Ohio's Policy Has Been--and Must Continue To Be--That Public Funds Should Not Be Spent on Services Provided Offshore. Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.

4. Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore. In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:

a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It

applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.

b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:

i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:

(a) Reflect this Order's prohibition on the purchase of offshore services.

(b) Require service providers or prospective service providers to:

(i) Affirm that they understand and will abide by the requirements of this Order.

(ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.

(iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.

(iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.

(v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.

ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

(a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
(b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.

iv. All APOs have adequate training which addresses the terms of this Order.

5. Exceptions. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.

b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.

_____

Ted Strickland, Governor

ATTEST:

_____

Jennifer Brunner, Secretary of State

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).

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

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)
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)

As the AUTHORIZED PARTY SIGNING ON BEHALF OF THE CONTRACTOR, I certify that the information listed above is correct.

Date	Name and title of authorized person for vendor to bind the contract

Attachment A-6 Instructions

Guidance regarding the completion of Attachment A-6, the Ohio Department of Health's Contractor Federal Funding Accountability and Transparency Act (FFATA) Reporting Form.

The Ohio Department of Health (ODH) is required to report all contracts of federal funds that are greater than $25,000. Contractors are subject to this requirement and these organizations are required to report certain information describing the agency and (under certain circumstances) the compensation of the five highest compensated officials. Attachment B is designed to capture this information to allow ODH to comply with FFATA reporting requirements. This information will be made available to the public via http://www.usaspending.gov/

Below please find the instructions for completing Attachment A-6.

1) Attachment B form must be submitted for each award of $25,000 supported by federal funds. Furthermore, a new form must be submitted if there is a change in any of the form's data fields.
2) All of the data entry fields have size and format limitations. These limitations have been established by the U.S. Office of Management and Budget (OMB). These limitations, by field, are contained in the two columns on the right side of the sheet.
   a) In the fields designated as "character", only alphabetic data should be entered.
   b) In the fields designated as "numeric", only numbers should be entered. Please do not enter other symbols (e.g. $ or dashes for telephone numbers).
   c) In the fields designated as "Free text entry", any combination of alpha, numeric, and symbols may be used.
3) Each field contains brief entry instructions.
4) The applicant is to complete all fields except those designated to be "Completed by ODH."
5) Lines #1, 2 and 13 require the entry of DUNS number information. All ODH contractors are urged to apply for a DUNS number and those subject to the FFATA reporting requirements are required to have a DUNS number . The following links may be used, respectively, to request a DUNS number and to register in the CCR system.

   http://www.dnb.com/us/duns update/.

   https://www.uscontractorregistration.com/

6) The compensation of the agency's five highest compensated officials must be reported if:
   a) 80% or at least $250,000 of the agency's revenue in its' previous fiscal year came from federal contracts or grants; and,
   b) The public does not have access to the compensation of the senior executives via section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a),78o(d) or section 6104 of the IRS Code of 1986. Below are the links to the SEC and IRS code sections.

http://www.law.cornell.edu/uscode/html/uscode15/usc_sup_01_15_10_2B.html

http://www.law.cornell.edu/uscode/html/uscode26/usc_sec_26_00006104----000-.html

7) Failure to complete and submit the attachment with the application will result in the disapproval.

Prepared 2/16/11

Attachment A-6
Ohio Department of Health Contractor
Federal Funding Accountability and Transparency Act (FFATA) Reporting Form

Submission Date _____/_____/_____

Contractor Data

1	DUNS #	
2	DUNS # plus 4	
3	Name	
4	DBA Name	
5	Address - Street # 1	
6	Address - Street # 2	
7	Address - Street # 3	
8	City	
9	State	
10	County (select from list of Ohio counties)	
11	Zip plus 4	
12	Congressional District	
13	Contractor - Parent DUNS #	
14	Amount of Contract	Completed by ODH
15	Contract Obligation/Action Date (i.e., date the NOA and/or Contract is signed/approved)	Completed by ODH
16	CFDA and Program Title	Completed by ODH
17	Federal Agency Name	Completed by ODH
18	Principal Place of Performance (PPP)- City (or County if as a whole)	
19	PPP - State	
20	PPP - County	
21	PPP - Zip + 4	
22	PPP - Congressional District	
23	Contract # (i.e., the project ID for sub-grants)	
24	Q1. In organization's previous FY did it receive (1) 80% from federal contracts; and (2) $25,000,000 or more from federal contracts? If yes, please see Q2.	
25	Q2. Does the public have access to compensation of senior excutives via the section 6104 of the IRS Code of 1986? If "yes", then the project is not required to report the compensation information. If "no" please enter the compensation information.	
26	1 of 5 highest compensated officials - Name	
27	1 of 5 highest compensated officials - Amount	
28	2 of 5 highest compensated officials - Name	
29	2 of 5 highest compensated officials - Amount	
30	3 of 5 highest compensated officials - Name	
31	3 of 5 highest compensated officials - Amount	
32	4 of 5 highest compensated officials - Name	
33	4 of 5 highest compensated officials - Amount	
34	5 of 5 highest compensated officials - Name	
35	5 of 5 highest compensated officials - Amount	
36	Project Description	Completed by ODH
37	Agency Director/President	

Attachment A-6
Ohio Department of Health Contractor
Federal Funding Accountability and Transparency Act (FFATA) Reporting Form

Submission Date _____/_____/_____

Contractor Data

38	Agency Program/Project Director	
39	Agency Phone Number	
40	Program Source/Treasury Account Symbol	Completed by ODH
41	Parent Agency CCR #	

Complete section below if Agency is not in the State of Ohio

42	If 'Other' County Selected, name of county outside of Ohio	
43	If 'Out of State' Congressional District Selected, provide State and Congressional District	
44	If 'Out of State' PPP - County	
45	If 'Out of State' PPP - Congressional District	