

**SITE VISIT QUESTIONS AND ANSWERS**  
**Ohio Housing Locator Website**  
**JFS-R-1011-07-8044**  
**May 17, 2010**

**Final Question and Answer Document**

Date of Inquiry: 05/11/2010 Company Name: North Light Software, Inc. Representative Name: David Greene

**Q1.** Attachment F (PDF page 40) states: "Vendors are to use the format in Attachment F, Cost Proposal Form, to submit their cost proposal for SFYs 11, 12, 13 and 14."

The RFB requests web page development costs. Should the proposed costs for the requested web page development be included entirely in the SFY 11 budget?

**A1. Yes, ODJFS seeks completion of the requested web page development in SFY11**

**Q2.** Should there be any costs proposed for web page development in SFY 12, 13 and 14 or should the budget for SFY 12, 13 and 14 be limited to monthly maintenance and support?

**A2. Proposed Cost should be for the completion of the requested web page development deliverables (VII. Specifications of Deliverables, 1. DESIGNATED SERVICES,C. Consulting and Development.) There should be no costs proposed for web page development in SFY 12, 13 and 14. Yes, proposed costs for the monthly maintenance and support deliverable should be stated as a monthly fee and multiplied by 12 for an annual amount.**

**Q3.** Finally, should a separate instance of attachment F be provided for each fiscal year? Or should there be a single attachment F with an entry of the total costs for all four years?

**A3. A single attachment F stating proposed costs for the monthly maintenance and support deliverable should be stated as a monthly fee and multiplied by 12 for an annual amount. The monthly proposed amount will be considered as the monthly fee through the duration of the contract.**

Date of Inquiry: 05/11/2010 Company Name: North Light Software, Inc. Representative Name: David Greene

**Q4.** In section VII. Specifications of Deliverables, 1. DESIGNATED SERVICES, C. Consulting and Development, item (12), as seen on pg. 7 the requirement states "Import of basic data for properties not registered. (e.g. HUD and RD multifamily lists).

Please clarify the following: Is this data going to be imported from an external source into Housing Locator? If so, what format will the data be in (XML, flat file, Excel, SQL, etc)? How often will the import happen and will it be done manually or via an automated process?

**A4. Prospective vendors should explain their proposed methods and frequency to accomplish this deliverable in collaboration with the Ohio Housing Finance Agency in their Technical Proposal.**

**THIS CONCLUDES THE QUESTION & ANSWER DOCUMENT**  
**FOR ODJFS RLB # JFS-R-1011-07-8044**

**Ohio Department of Job and Family Services  
Request for Letterhead Bids (RLB)  
Ohio Housing Locator Website  
RLB#: R-1011-07-8044**

**I. Purpose**

The Ohio Department of Job and Family Services (ODJFS) is soliciting bids to identify a vendor who will provide web hosting services, maintenance and support (collectively, "The Work") to ODJFS' portion of Resource House Web Software Sites (the "Sites"). The selected vendor will be required to provide all such services and/or deliverables detailed in the outlined designated services or as otherwise requested. The selected vendor will be responsible for: Web Site Hosting Services, Maintenance and Support Services, Usage Information, Consulting and Development, Delivery and Installation.

The ODJFS Office of Ohio Health Plans, Bureau of Community Services Policy, will designate a staff member as the ODJFS Contract Manager to provide on-going supervision of the contractor selected through this RLB. The contract period for this project is expected to run from approximately *July 1, 2010 to June 30, 2011*. One or two year extensions or renewals are planned for the contract expected to result from this RLB, based on satisfactory CONTRACTOR performance.

ODJFS will only accept proposals from vendors that demonstrate their capability of providing services as described in this RLB. This RLB document is released by and the subsequent contract will be with ODJFS; the ODJFS Office of Ohio Health Plans will be responsible for on-going supervision of the selected contractor's services, activities, and performance. For the purpose of this RLB, the term "vendor" shall be defined as an organization/individual interested in this opportunity. The term "contractor" is used in reference to the successful vendor selected through this RLB.

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

**II. Time and Date of Submission**

Organizations, companies, firms, or individuals who are interested in submitting letterhead bids must make their submission not later than **3:00 p.m. Eastern (local) Time on *May 27, 2010***. Faxes will not be accepted. Bids must be addressed to:

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

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

All submissions must be received, complete, by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be added to previous submissions, nor be considered. No confirmations of mailed bids received can be provided. Submission of a bid indicates acceptance by the vendor of the conditions contained in this RLB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between ODJFS and the selected vendor.

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

May 7, 2010	ODJFS Releases RLB to Potential Vendors on the DAS and ODJFS Websites; Q & A Period Opens - Vendors may submit inquiries for RLB clarification
May 12, 2010	Vendor Q & A Period closes, 8 a.m. for inquiries for RLB clarification - No further inquiries for RLB clarification will be accepted
May 17, 2010	ODJFS posts Final Vendor Question & Answer Document on ODJFS website
May 27, 2010	<b>Deadline for Vendors to Submit Proposals to ODJFS (3:00 P.M., local time)</b>
June 17, 2010	<b>ODJFS Issues Vendor Selection Notification Letter (estimated)</b>
July 1, 2010	<b>Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (ESTIMATED DATE)</b>
June 30, 2011	All project work must be completed.
July 1, 2011 –June 30, 2013	Annual renewal period

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

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

\* \* Subject to approval by the Controlling Board, the contract period is expected to run from approximately July 1, 2010 through June 30, 2011, with a renewal contract to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, from July 1, 2011 through June 30, 2013. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (e.g., 7/01/07 through 6/30/09), the contract with the selected contractor will be subject to renewal for the final period (7/01/11 – 6/30/13) of the project. Renewal may be subject to approval by the Controlling Board.

#### **IV. Internet Question and Answer Period; RLB Clarification Opportunity**

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

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- \* **Select “About JFS” on the front page;**
- \* **Select “Doing Business with ODJFS;”**
- \* **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- \* **Select RLB Number *JFS-R1011078044*;**
- \* **Follow the link to the dedicated web page;**
- \* **Select “Submit Inquiry” near the bottom of the web page;**
- \* **Follow instructions there for submitting questions.**

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

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RLB, for public reference by any interested party. ODJFS will not provide answers directly to the contractors (or any interested party) that submitted the question. All questions about this RLB that are submitted in accordance with these instructions will be answered on the RLB’s dedicated web page.

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

Vendor proposals in response to this RLB are to take into account any information communicated by ODJFS in the Q&A process for the RLB. **It is the responsibility of all potential vendors to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RLB.** Accessibility to questions and answers are clearly identified on the website dedicated to this RLB, **once submitted questions have been answered.**

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

## **V. Qualifications**

In order to be considered for this RFP, ODJFS requires that interested vendors must address all of the following minimum qualifications as well as organizational and staff experience and capabilities as described in this Section:

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

1. ODJFS will consider proposals from vendors with a minimum of 15 years of experience and expertise in the field of Website development, enhancement and hosting with focus and understanding of human service practices. Vendor proposals that do not clearly meet this criteria will not be considered.
2. Key vendor staff must possess a minimum of 10 years in computer information system design, development and implementation, Information and Referral database maintenance and center operations and graphic design for online media.

**Vendors which do not meet the above experience and qualifications will be disqualified from further consideration for award.**

**Additionally, the vendor must comply with all other mandatory criteria as established on the Technical Proposal Score Sheet (Attachment E), in order to be accepted for review.**

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

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

1. Samples of at least two, but no more than four, similar sized projects completed in the past five years that demonstrate expertise necessary to successfully accomplish this project; and
2. Names and contact information for at least two entities for which they have performed similar large scale projects in the past five (5) years, including the following information about each project:
  - a. Organization name and address;
  - b. Contact person and phone number;
  - c. Project name and time span; and,

- d. A detailed description of the scope of services provided that relate to the requirements of this RLB.
3. The selected vendor must provide evidence of prior utilization and/or hands on experience with this software and with the current maintenance and structure of Resource House Web Software Sites (the “Sites”), currently found at [www.ohiohousinglocator.org](http://www.ohiohousinglocator.org).

### **C. Staff Experience and Capabilities**

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

1. Identify, by position and by name, those staff they consider key to the project’s success (at minimum, key staff identified must include a project manager and an IT manager); and
2. Include resume(s) of key staff expected to work on the project

### **VI. Scope of Work**

ODJFS, in partnership with other state agencies maintains a website to assist individuals with disabilities and other conditions in locating affordable, handicap-accessible Ohio housing options. Selected vendor will provide web hosting services, maintenance and support to ODJFS’ portion of the “Sites”, currently found at [www.ohiohousinglocator.org](http://www.ohiohousinglocator.org) , and provide all such services and/or deliverables detailed in the outlined designated services or as otherwise requested. The selected vendor will be responsible for: Web Site Hosting Services, Maintenance and Support Services, Usage Information, Consulting and Development, Delivery and Installation (collectively, “The Work”).

### **VII. Specifications of Deliverables**

The contracted services shall include, but may not be limited to, the following areas:

#### **1. DESIGNATED SERVICES**

##### **A. Web Site Hosting Services.**

- (1) Site Backups. CONTRACTOR at its expense shall make a complete backup of the Sites every week, and incremental backups daily.
- (2) Standards. CONTRACTOR’s hosting standards are the following:
  - (i) *Availability of Sites*. The Sites shall be publicly available to users a minimum of 95% of the time during any twenty-four (24) hour period, 98% of the time during any seven (7) day period, and 99% of the time during any thirty (30) day period; and there will be no period of interruption in public accessibility to the Sites that exceeds four (4) continuous hours.

- (ii) *Response Time.* The mean response time for server response to all accesses to the Sites shall not exceed more than ten (10) seconds during any one (1) hour period.
- (iii) *Bandwidth.* The bandwidth representing the Sites' connection to the Internet shall be operating at capacity no more than twenty (20) minutes in any twenty-four (24) hour period.
- (iv) *Security.* CONTRACTOR shall prevent unauthorized access to restricted areas of the Sites and any databases or other sensitive material generated from or used in conjunction with the Sites; and CONTRACTOR shall notify ODJFS of any known security breaches or holes.

**B. Maintenance, Support Services and Usage Information.** CONTRACTOR shall provide to ODJFS during the term of the Agreement, Site maintenance and support services. CONTRACTOR shall be responsible for: (1) establishing and addressing preventative maintenance scheduling; (2) maintaining and upgrading the Sites, including minor functionality and updates, general maintenance releases, patches and fixes as required to display and/or maintain the Sites in order to make the Sites available to users of the Internet twenty-four (24) hours per day, seven (7) days per week.

CONTRACTOR shall manage the project records and provide to ODJFS, at its request: (i) information reflecting access and usage of the Sites, including, without limitation, hits, visits, click-throughs and impressions; and (ii) information directly or indirectly obtained from users accessing the Sites (collectively "Usage Information").

CONTRACTOR shall adhere to all privacy and data protection laws applicable to the gathering, processing, storing and transmitting of Usage Information. CONTRACTOR shall comply with the accessibility standards established by section 508 of the Rehabilitation Act and detailed in section 1194.22 of the Code of Federal Regulations, "Web-based intranet and internet information and applications" (see "Attachment ", documented is provided at <http://das.ohio.gov/LinkClick.aspx?fileticket=99cw1kez4Hc%3d&tabid=107>).

**C. Consulting and Development.** Any additional services to modify the Sites, as required for implementation, inter-operability of the software or data conversion, to customize the Sites and/or to develop new applications will be performed pursuant to a Professional Services Schedule between the parties. Modifications include the following to be priced by item:

- (1) Replace ODOT logo (bottom right of Home Page) with Ohio logo plus names of agencies ODA, DODD, ODJFS next to it (per format specified by ODJFS) and set it up with active links to all three agencies.
- (2) Move Flooring type so it is listed as one of the amenities. Public display should read "wood floors" or "vinyl floors" instead of "wood" and "vinyl".
- (3) Change the result set to separate and distinguish elderly from disabled. Properties that have either a) the eligibility flag "Senior" or b) the eligibility flag "Senior/Disabled" checked should be shown in the result set.
- (4) Display RENT ranges "\$0 - \$450" and "\$450 and up".
- (5) Add function for registrant to include an active link to their management company web site in the Manager Comments area.
- (6) Add Information to public display (Details Page) for single family home, duplex/triplex, and other apartment types.
- (7) Add function for Registrants to identify their listing as Permanent Supportive Housing (PSH). Add third check box in the section called "Tenancy in the Property is Legally Restricted to Eligible Groups". Add a PSH definition to the definitions page.

- (8) Add function for Identification of school district.
- (9) Add function for proximity to public transportation. 1. Add a checkbox to the amenities list for landlords: "Public transportation is within walking distance (1/4 mile or 3 blocks)" 2. Add this link to the Locator for end users: (call it "Find Public Transportation") <http://www.dot.state.oh.us/Divisions/TransSysDev/Transit/Pages/OhioTransitAgencies.aspx> And place it on the Property Details page just below "Directions/Map"
- (10) Improve gatekeeper functionality with the ability to delete Incomplete listings individually.
- (11) Create link to "Testimonials for consumers to be able to post testimonials regarding their use of the Housing Locator gate-keep to ensure that postings are appropriate before posting.
- (12) Import of basic data for properties not registered. (e.g. HUD and RD multifamily lists)

## 2. Compliance with General Terms And Conditions

VENDOR has provided an affirmation that if awarded the resulting contract that they shall adhere to General Terms and Conditions (**provided as Appendix A**) of the MFP Demonstration Grant provided to ODJFS by CMS that require

- (1) Project and Data Integrity;
- (2) Adherence to Use of Data and Work Products; and
- (3) VENDOR agreement to include the following attribution and disclaimer on all materials developed for public distribution (including the "Site"), which are funded under the grant:  
"This site is maintained with funding under grant CFDA 93.791 from the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services. However, these contents do not necessarily represent the policy of the U.S. Department of Health and Human Services, and you should not assume endorsement by the State of Ohio or the Federal Government."

## VIII. Contractor Compensation

On the *Cost Proposal Form (provided as Attachment F to this RLB)*, contractors are to propose their firm, fixed, all-inclusive cost for each deliverable and distinct activity contained within each deliverable heading. The proposed prices for each deliverable are to represent the entire cost the contractor offers for the full and successful completion of that deliverable. The sum of the proposed cost of all deliverables to be performed under the resulting contract (including any renewal periods), will be the contractor's total cost for successful completion of the work described in this RLB.

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

## IX. Format of Submission

To be accepted and forwarded to the ODJFS Proposal Review Team (PRT), the vendor's proposal must include a signed original and *five* copies of a technical proposal, and a non-rewritable CD-ROM copy of the entire original technical proposal, according to the format and composition details provided below.

- Technical Proposal. One original and five (5) copies of the Technical Proposal labeled: “**TECHNICAL PROPOSAL ENCLOSED FOR OHIO HOUSING LOCATOR PROJECT, RLB#: R-1011-07-8044 SUBMITTED BY (CONTRACTOR NAME AND DATE OF SUBMISSION).**”
- One non-rewritable CD-ROM containing a copy of the entire Technical Proposal labeled: “**CD-ROM FOR OHIO HOUSING LOCATOR PROJECT, RLB#: R-1011-07-8044 SUBMITTED BY (CONTRACTOR NAME AND DATE OF SUBMISSION).**” The requested CD will be used by ODJFS for storage/archiving purposes and for Public Records Requests only.
- Cost Proposal. One signed original and (1) copy of the vendors **Cost Proposal** labeled “Do not open, cost proposal enclosed for ODJFS RLB # R-1011-07-8044, for web hosting services, maintenance and support – from (vendor name)”.

The contractor’s Technical Proposal shall contain all the information as specified for each component listed below. It is mandatory that contractor proposals be organized in the following order. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which include information or materials that were not required in the RLB. However, the proposal will be scored on the relevancy to the stated responsibilities as well as the conciseness, clarity, flow, and neatness of the information presented. A proposal which is incomplete, vague, unjustifiably wordy, unclear, or poorly organized may not be successful. All pages in The Technical Proposal shall be sequentially numbered either per tab or for the document as a whole.

#### **Tab 1: Forms and Certifications**

Vendors submitting proposals must include a completed “Required Vendor Information and Certifications” form (provided as Attachment A to this RLB), a completed “Request for Taxpayer Identification Form W-9” (provided as Attachment B to this RLB) and the DMA form (provided as Attachment C). The vendor must provide originals of these three documents, signed in blue ink by a qualified vendor representative, in this part of the technical proposal packet.

Vendors are required to provide a declaration regarding material assistance to terrorist organizations or organizations that support terrorism as identified by the U.S. Department of State Terrorist Exclusion List, and as described in **Attachment C, Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization**. Vendors who fail to provide a signed and completed **Attachment C** risk disqualification. This form may also be accessed and printed at the Ohio Department of Public Safety, Division of Homeland Security’s Website at <http://www.homelandsecurity.ohio.gov>.

**Tab 2: Vendor Qualifications**. The vendor proposal must include all documents and information as outlined in Section V, VI, VII, VIII, Qualifications demonstrating how the vendor and its staff meet the requirements, specifically:

- Sub-Tab 2a.** Mandatory Vendor Qualifications (Section V, A1-2)
- Sub-Tab 2b.** Organizational Experience & Capabilities (Section V- A & B)
- Sub-Tab 2c.** Staff Experience and Capabilities (Section V- C)

**Tab 3: Scope of Work and Specifications of Deliverables**

- Sub-Tab 3a.** Deliverable 1;A
- Sub-Tab 3b.** Deliverable 1;B
- Sub-Tab 3c.** Deliverable 1;C
- Sub-Tab 3d.** Deliverable 2

**Tab 4: Vendor Attachments or Appendices** Optional. For Vendor's inclusion of any additional materials not included in Tabs 2 or 3.

**X. Selection Process**

All proposals will be reviewed and scored by a Proposal Review Team (PRT) comprised of ODJFS staff. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary self-promotional claims will be evaluated accordingly. PRT members are required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The PRT may waive minor defects that are not material when no prejudice will result to the rights of any contractor or to the public.

In scoring the proposals, ODJFS will score in three phases: Phase I—Initial Qualifying Criteria, Phase II—Scoring of the Technical Proposal, and Phase III—Consideration of Proposed Cost. In addition, the PRT may, at its option, elect to conduct interviews as part of the process. All score criteria are presented in the Technical Proposal Score Sheet, which is provided as Attachment E to this RLB.

**XI. RLB Process Information and Other Contractual Requirements:****A. State Contracts**

Responses must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A**) to report this information, and include the completed document in the vendor's proposal as specified in **Section IX, Instructions for Format of Applications**, of this RLB.

**B. Interview**

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

**C. Start Work Date**

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

**D. Proposal Costs**

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section XI, B).

**E. Trade Secrets Prohibition; Public Information Disclaimer**

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

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

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

**F. Contractual Requirements**

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as Attachment D to this RLB. Potential vendors are strongly encouraged to read the model contract to be fully aware of all ODJFS contractual requirements.

**G. Travel and Parking Expense Reimbursement**

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

**H. Public Release of Records**

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

**I. Confidentiality**

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

**J. Ethical & Conflict of Interest Requirements**

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

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

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

**L. Mandatory Contract Performance Disclosure**

Each proposal must disclose whether the vendor’s performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those described in this RLB, has resulted in any “formal claims” for breach of those contracts.

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

**M. Mandatory Disclosures of Governmental Investigations**

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

**N. Vendor Selection Restriction**

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

**O. Waiver of Minor Proposal Errors**

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

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

As a condition of doing business with ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto.

In the event of a material breach of vendor obligations under this section, ODJFS may at its option terminate the contract.

### **XIII. State Contracts**

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

### **XIV. Caveat**

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

### **XV. Communications Prohibitions**

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

The only exceptions to this prohibition are as follows:

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

Requests from potential vendors or contractors for copies of previous RLBs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Information Requests (PRRs), and are not clarification questions regarding the present RLB. PRRs, submitted in accordance with directions provided

in this Section XV, Communications Prohibited, will be honored. The posted time frames for ODJFS responses to Internet questions for RLB clarification do not apply to PRRs.

\* Important Note: Amendments to the RLB or to any documents related to it will be accessible to interested vendors through the original ODJFS website established for the RLB. All interested vendors are strongly encouraged to refer to the appropriate website regularly for amendments or other announcements. Failure on the part of ODJFS to notify any vendors of any possible changes or announcements related to this RLB does not absolve the vendors from their responsibility to look for updated information through the web page.

Proposals submitted by a vendor who attempts any communications prohibited by this Section may be disqualified by ODJFS from consideration for this project. ODJFS is not responsible for the accuracy of any information regarding this RLB that was obtained or gathered through a source other than the Question and Answer process described in this RLB.

## **XVI. Protests**

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

1. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this solicitation. The protest shall be in writing and shall contain the following information:
  - a. The name, address, and telephone number of the protestor;
  - b. The name and number of the solicitation being protested;
  - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - d. A request for a ruling by ODJFS;
  - e. A statement as to the form of relief requested from ODJFS; and
  - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
2. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal Services, within the following periods:
  - a. A protest based on alleged improprieties in the issuance of the RLB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. of the closing date for receipt of proposals as specified in Section II., Time and Date of Submission.
  - b. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the *tenth (10th) calendar day* after the issuance of the Letter of Intent to Award the contract.
3. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one

received by ODJFS' Office of Legal Services after the time periods set forth in Item #2 of this section.

- 4. All protests must be filed at the following location:

Chief Legal Counsel, Office of Legal Services  
 Ohio Department of Job and Family Services  
 30 East Broad Street, 31st Floor  
 Columbus, Ohio 43215-3414

- 5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- 6. ODJFS' Office of Legal Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

**SECTION XVII. ATTACHMENTS AND APPENDICES**

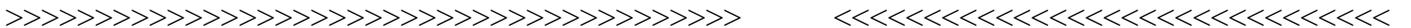
**Attachments**

- A. Required Vendor Information and Certifications** (To be completed & included in proposal packet as specified in Sec. IX)
- B. Request for Taxpayer Identification Number (W-9) Form** (To be completed & included in proposal packet as specified in Sec. IX.)
- C. Declaration of Material Assistance Form** (To be completed & included in proposal packet as specified in Sec. IX.)
- D. ODJFS Model Contract**
- E. Technical Proposal Score Sheet** (For contractor self-evaluation purposes...do not submit)
- F. Cost Proposal Form** (To be completed & included in cost proposal packet as specified in Sec. IX.)

**Appendices**

- A. List here any documents specific to this project that vendors may need to comprehend the work.** (For contractor reference purposes)
- B. etc.**

Thank you for your interest in this project.



**REQUIRED VENDOR INFORMATION and CERTIFICATIONS**

**Purpose:** The Ohio Department of Job and Family Services (ODJFS) requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs), Requests for Letterhead Bids (RLBs), or other competitive opportunity in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject any proposal if this information is not provided fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider a proposal\bid. **Failure to provide such required information will result in the proposal's immediate disqualification.**

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

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

**Vendors must provide all information**

1. ODJFS RFP/RLB/IFP (etc.) #:	2. Proposal Due Date:
3. Vendor Name:  (legal name of the contractor – person or organization – to whom contract\purchase payments would be made)	4. Vendor Federal Tax ID # or Social Security #:  (this number MUST correspond with the name in Item # 3)
5. Vendor Corporate Address:	6. Vendor Remittance Address: (or “same” if same as Item # 5)
<p><b>7. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>:</b></p> <p><b>Vendor Representative:</b>  <b>Representative's Title:</b>  <b>Address:</b>  <b>Phone #:</b>  <b>Fax #:</b>  <b>E-Mail:</b></p>	

**8. Print or type the name of the vendor representative authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent** (if not the same individual as in #7, provide the following information on each such representative and specify their function):

**Vendor Representative:**  
**Representative's Title:**  
**Address:**  
**Phone #:**  
**Fax #:**  
**E-Mail:**

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

**10. Mandatory Vendor Certifications:**

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

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

**AND**

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

**AND**

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

**11. Work Location Declaration: Identify the location(s) (i.e., city, state/province, country) where all work for the proposed project will be performed, by the proposing Vendor and by any Subcontractors: \_\_\_\_\_ -**

\_\_\_\_\_ .

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

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

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

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

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

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

**Subcontractor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Work To Be** \_\_\_\_\_

**Performed:** \_\_\_\_\_

(a brief description) \_\_\_\_\_

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

\_\_\_\_\_

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

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2004) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

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

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

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

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

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

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

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

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

*Attach additional pages if needed*

**13. Vendor and Grantee Ethics Certification**

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

- (1) I have reviewed and understand Ohio ethics and conflict of interest laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
- (2) I have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

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

\_\_\_\_\_  
Date

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

**14. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not \_\_\_\_\_ (or) I will \_\_\_\_\_ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 14 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)**

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

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	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.

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

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

### 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. person (including a U.S. resident alien).

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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### 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.

**U.S. person.** 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.

**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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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 recipient 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 (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

## 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 social security card. 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 social security card 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).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**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 From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" 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.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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 recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 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 recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). 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/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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.** Writing "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 recipients, see *Exempt From Backup Withholding* 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal 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.)

**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.

## 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, and the District of Columbia 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.



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

DECLARATION

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

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

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

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

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

**CERTIFICATION**

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

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**C-00-00-0000**

**RECITALS:**

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

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

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. The purpose of this Contract is **INSERT PURPOSE**. CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal. The responsibilities ("Deliverables") are summarized as follows:

**INSERT DELIVERABLES**

- B. The ODJFS Contract Manager is **OJFS Contract Manager**.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
  - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.
3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.

## ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2013, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

## ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODJFS will pay an amount up to **SFY1 AMT** Dollars (**\$\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. Compensation will be paid ...
- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
  1. CONTRACTOR's name, complete address, and federal tax identification number;
  2. Contract number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice;
  5. Description of Deliverables performed during the billing period; and

6. Receipt or other proof of costs paid by CONTRACTOR for which CONTRACTOR is seeking reimbursement.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
  2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
  3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

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

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
  2. ODJFS discovers any illegal conduct by CONTRACTOR; or
  3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period

than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.

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

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

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of the this Contract.

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

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

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this Section B will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Section 1320 of the United States Code (42 USC 1320d -1320d(8)) and the implementing regulations found at Title 45, Parts 164.502 and 164.504 of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E in any subcontracts that may be executed pursuant to this Contract.

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

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the

correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.

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

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

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this Contract neither CONTRACTOR nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
  3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
  5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

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

interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

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

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

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

8. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

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

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

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

## ARTICLE IX. MISCELLANEOUS PROVISIONS

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

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

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

## ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

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

**SIGNATURE PAGE**

**C-00-00-0000**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Vendor Name

Ohio Department of Job and Family Services

\_\_\_\_\_  
Authorized Signature (Blue Ink Please)

\_\_\_\_\_  
Douglas E. Lumpkin, Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address

\_\_\_\_\_  
Address

City, State, Zip

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

Draft

**ATTACHMENT D**  
**RLB#: R-1011-07-8044**  
**Technical Proposal Score Sheet**

**PHASE I: Initial Qualifying Criteria**

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RLB Section Reference	YES	NO
1	Was the vendor’s proposal received by the deadline and at the location specified in Section III. the RLB ?	III		
2	Did the vendor submit <b>one original and five (5) paper copies and one electronic copy</b> of their <u>Technical Proposal</u> labeled: <b>“TECHNICAL PROPOSAL ENCLOSED FOR HOUSING LOCATOR WEBSITE HOSTING, MAINTENANCE AND SUPPORT, RLB#: R-1011-07-8044 SUBMITTED BY (VENDOR NAME AND DATE OF SUBMISSION)”</b> ?	IX		
3	Did the vendor submit <b>five copies</b> (and one signed original) of the Cost Proposal <u>in a separate, sealed envelope</u> , and labeled: <b>“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED HOUSING LOCATOR WEBSITE HOSTING, MAINTENANCE AND SUPPORT, RLB#: R-1011-07-8044 SUBMITTED BY (VENDOR NAME AND DATE OF SUBMISSION)”</b> ?	IX		
4	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A and C to the RLB ?	IX, XI		
5	Included in those certifications, has the vendor stated that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24 ?	IX, XI		
6	Has the ODJFS review of the Auditor of State website verified that the vendor is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recover ?	IX, XI		
7	Does the vendor proposal demonstrate, at minimum, 15 years experience in website development, enhancement, and hosting with focus in human services?	V, A, 1		
8	Does the vendor proposal identify key staff with a minimum 10 years experience in Information System design, development and implementation, information and referral database maintenance and center operations and graphic design for online media.	V, A, 2		

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

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

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not earn a total score of at least 233 points (a score which indicates that it essentially satisfies program needs) out of a maximum of 298 points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn’t Meet 0	Partially Meets 6	Meets 8	Exceeds 10
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<b>REQ. VENDOR INFO. &amp; CERTIFICATIONS</b>							
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RLB.	IX	1				
<b>VENDOR QUALIFICATIONS</b>							
<b>MANDATORY VENDOR QUALIFICATIONS</b>							
2	The vendor has demonstrated at least 15 years of experience and expertise in the field of Website development, enhancement and hosting with focus and understanding of human service practices.	V	3				
3	The vendor has demonstrated key vendor staff possess a minimum of 10 years in computer information system design, development and implementation, Information and Referral database maintenance and center operations and graphic design for online media	V	3				
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>							
4	The vendor has provided documentation of the vendor's experience in the design, implementation and evaluation of similar types of projects and has included descriptions of at least two, but no more than four, similar-sized projects completed in the past five (5) years that demonstrate expertise to successfully accomplish this project	V	1				
5	The vendor has provided names and contact information for at least three entities, other than ODJFS, for which the vendor has performed similar scale projects for in the past five (5) years –AND- has provided the following information about each project: a. Company name and address; b. Contact person and phone number; c. Project name and time span; and, d. A detailed description of the scope of services provided that relate to the requirements of this RLB.	V	2				
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>							
6	The vendor has identified by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a project manager and an IT manager);	V	1				
7	The vendor has included a resume for the assigned PM demonstrating the necessary experience as defined in the RLB.	V, C, 1	3				
8	The vendor has included a resume for the assigned IT Manager demonstrating the necessary experience as defined in the RLB.	V, C, 1	3				
9	The vendor has provided evidence of familiarity with the current maintenance and structure of Resource House Web Software Sites (the "Sites"), currently found at <a href="http://www.ohiohousinglocator.org">www.ohiohousinglocator.org</a>	V, B, 3	3				
<b>SCOPE OF WORK AND SPECIFICATIONS OF DELIVERABLES</b>							
10	The vendor has provided an affirmation that if awarded the resulting contract that they shall adhere to stated General Terms and Conditions (provided in Appendix A) of the MFP Demonstration Grant provided to ODJFS by CMS.	VII	1				
11	The vendor has provided a quality plan to achieve all deliverables under deliverable A. Web Hosting Services, that if implemented under contract, would meet ODJFS needs.	VII	3				
12	The vendor has provided a quality plan to achieve all deliverables under deliverable B. Maintenance, Support Services and Usage Information, that if implemented under contract, would meet ODJFS needs.	VII	3				
13	The vendor has provided a quality plan to achieve all deliverables under deliverable C. Consulting and Development, that if implemented under contract, would meet ODJFS needs.	VII	3				
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>GRAND TOTAL SCORE:</b>							

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 233 points.)

Yes \_\_\_\_\_

No \_\_\_\_\_

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

If yes, has the vendor provided evidence of having an Ohio MBE Certification or of having an Ohio MBE subcontractor for at least 15% of the work. If there is no demonstrated Ohio MBE Certification, the vendor's proposal advances to Phase III review but the final technical score remains unchanged. If there is an Ohio MBE Certification, the vendor's technical score is increased by ten (10) points for Phase III review.

**Add 10 points ?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Final Technical Score for Phase III Review** \_\_\_\_\_

### **PHASE III: Criteria for Considering the Cost Proposal**

The Cost Proposal will be reviewed by ODJFS in PHASE III. The grand total of each technically qualified vendor's Cost Proposal is divided by that vendor's final Technical Proposal Score. This compares the cost with the quality of the Technical Proposal, which will provide an average cost-per-quality point earned on the Technical Proposal. The proposal that earns the lowest cost per quality point will be recommended for contract award.

## ATTACHMENT F: COST PROPOSAL FORM

**Instructions:**

Vendors are to complete the Cost Proposal Form, provided as **Attachment F**, to the RLB according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The rates offered in the vendor's Cost Proposal will be the rates per completed survey (per respective fiscal year) in effect throughout the contract period as described in this RLB. Vendors are to use the format in **Attachment F, Cost Proposal Form**, to submit their cost proposal for SFYs 11, 12, 13 and 14. The selected vendor shall only be compensated per completed and approved survey. At the vendor's discretion, additional documentation may also be included with the completed **Attachment F**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the rates displayed on the Cost Proposal Form.

Vendors are to propose their firm, fixed, all-inclusive rates per A & B below. The selected vendor will be compensated on a **monthly basis** at their proposed and accepted rate (per respective SFY). The proposed rates shall represent the entire cost the vendor offers for the full and successful completion of **all** deliverables for that respective SFY.

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

(A) Web page developed through ODJFS, approval and launch     \$\_\_\_\_\_

(B) Monthly maintenance / support fee    (\$\_\_\_\_\_ x 12)     \$\_\_\_\_\_

Total Proposed Cost     \$\_\_\_\_\_

The vendor's grand total cost proposal is the sum of the web page development cost + 12 months maintenance / support fee. This total proposed cost is used only for purposes of vendor selection as described on the RLB # R-1011-07-8044 Technical Proposal Score Sheet (Attachment E)

**\*The vendor's Total Proposed Cost shall only be used to determine a vendor's final cost-per-quality point ratio in Phase III of the Proposal Evaluation and Selection process and will not be the rate that the vendor will be compensated. The selected vendor will only be compensated at the proposed and accepted monthly rate for each month actually worked.**

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

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



## Money Follows the Person Rebalancing Demonstration

### GENERAL TERMS AND CONDITIONS

In addition to any programmatic Special Terms and Conditions of the award, the following General Terms and Conditions will apply. **Where there are inconsistencies, the programmatic Special Terms and Conditions will take precedence.** Additionally, the attached Grant Award is subject to Federal legislation and to DHHS and CMS regulations and policies. Either 45 CFR Part 74 or 45 CFR Part 92 will apply to this award:

**45 CFR Part 74** "Uniform Administrative Requirements for Awards and Sub-awards to Institutions of Higher Education, Hospitals, and other Non Profit Organizations, and Commercial Organizations; and certain grants and agreements with States, Local Government and Indian Tribal Governments

**45 CFR Part 92** "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

45 CFR Part 74 and Part 92 may be accessed from the DHHS Grants Net at:  
<http://www.hhs.gov/grantsnet/adminis/fedreg45.htm>

Other DHHS regulations codified in 45 CFR:

- Part 16 - Procedures of the Departmental Grants Appeals Board
- Part 30 - Claims Collection
- Part 46 - Protection of human subjects
- Part 76 - Governmentwide debarment and suspension (non-procurement) and Governmentwide requirements for drug-free workplace (grants)
- Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964
- Part 81 - Practice and procedure for hearings under Part 80 of this title
- Part 84 - Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance
- Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving or benefiting from Federal financial assistance
- Part 91 - Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance
- Part 93 - New restrictions on lobbying
- Part 100 - Intergovernmental Review of Department of Health and Human Services programs and activities

Applicable cost principles are as follows:

**OMB Circular A-21**, Cost Principles for Educational Institutions

**OMB Circular A-87**, Cost Principles for State, Local and Indian Tribal Governments

**OMB Circular A-122**, Cost Principles for Non-Profit Organizations

**OMB Circular A-133**, Audits of States, Local Governments, and Non-Profit Organizations.

The OMB Circular website is: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).

The recipient organization must carry out the project according to the application as approved by the Centers for Medicare & Medicaid Services (CMS) including the proposed work program and any amendments, all of which are incorporated by reference in these terms and conditions.

### **Reporting Requirements**

1. **Financial Reports** - The Grantee agrees to submit financial status reports (SF-269 or SF-269A) to the CMS Grants Management Officer with a copy to the CMS Project Officer as stipulated in the special terms and conditions. Unless specified as quarterly or semi-annual in the Special Terms and Conditions, financial reports are due annually and at the end of the project. This financial status report will account for all uses of grant monies during the previous period and project uses of grant money for the ensuing period. Quarterly and semi-annual reports are due 30 days after the end of the reporting period. Annual reports are due 90 days after the budget period ending date. Final reports are due 90 days after the end of the project and encompass costs throughout the project.
2. **Progress Reports** – The Grantee agrees to submit progress reports to the CMS Grants Management Officer with a copy to the CMS Project Officer as stipulated in the special terms and conditions. Unless specified as quarterly or semi-annual in the Special Terms and Conditions, progress reports are due annually. These reports are to be consistent with a format and content specified by CMS. CMS reserves the right to require the grantee to provide additional details and clarification on the content of the report. Quarterly and semi-annual reports are due 30 days after the end of the reporting period. Annual reports are due 90 days after the budget period ending date.
3. **Final Report** – The Grantee agrees to submit a final report to the CMS Grants Management Officer with a copy to the CMS Project Officer **within 90 days after the project period ending date of the last year**. The Grantee may use the CMS’ “Author’s Guidelines: Grants and Contracts Final Report” in the preparation of the final report. This document can be found at the following website: <http://www.cms.hhs.gov/researchers/priorities/grants.asp>

A draft final report should be submitted to the CMS Project Officer for comments. CMS’s comments should be taken into consideration by the Grantee for incorporation into the final report. CMS reserves the right to require the Grantee to provide additional details and clarification on the content of the report.

The final report may not be released or published without permission from the CMS Project Officer within the first four (4) months following the receipt of the report by the CMS Project Officer.

The final report will contain a disclaimer that the opinions expressed are those of the Grantee and do not necessarily reflect the opinion of CMS.

Failure to submit reports (i.e., financial, progress, or other required reports) on time may be basis for withholding financial assistance payments, suspension, termination or denial of refunding. A history of such unsatisfactory performance may result in designation of “high risk” status for the recipient organization and may jeopardize potential future funding from DHHS.

#### **Use of Grant Funds**

4. Grantees shall liquidate all obligations incurred under the award not later than 90 days after the end of the project period.
5. The Grantee will take all necessary affirmative steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
6. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all Grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants shall clearly state (1) the percentage of total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) the percentage and dollar amount of the total costs of the program or project that will be financed by nongovernment sources.
7. For purposes of this award each item of equipment with an acquisition cost of less than \$5,000 is included under supplies, is allowable as a direct cost of this project, and does not require the prior approval of the Grants Officer.

#### **Project Oversight**

8. CMS may suspend or terminate any project in whole, or in part, at any time before the date of expiration, whenever it determines that the Grantee has materially failed to comply with the terms and conditions of the project. CMS will promptly notify the grantee in writing of the determination and the reasons for the suspension or termination, together with the effective date.
9. At any phase of the project, if so requested, the CMS Project Officer will be available for technical consultation at the convenience of the Grantee.
10. Certain key personnel, as designated by the CMS Project Officer, are considered to be essential to the work being performed on specific activities. Prior to altering the levels of effort of any of the key personnel among the various activities for this project, or to diverting those individuals to other projects outside of the scope of this award, the Grantee shall notify the CMS Project Officer reasonably in advance and shall submit a justification (including name and resume of proposed substitution) in sufficient detail to permit evaluation of the

impact of the project. No alteration or diversion of the levels of effort of the designated key personnel for the specified activities for this project shall be made by the Grantee without the approval of the CMS Project Officer.

### **Project and Data Integrity**

11. The Grantee shall develop and submit detailed plans to protect the confidentiality of all project-related information that identifies individuals. The plan must specify that such information is confidential, that it may not be disclosed directly or indirectly except for purposes directly connected with the conduct of the project; and that informed written consent of the individual must be obtained for any disclosure. The plan is subject to CMS approval and must be submitted within 60 days of receipt of this letter.
12. The Grantee shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted. The CMS Project Officer shall not direct the interpretation of the data used in preparing these documents or reports.
13. At any phase in the project, including the project's conclusion, the Grantee if so requested by the Project Officer, must deliver to CMS materials, systems, or other items applied, developed, refined or enhanced in the course of or under the award. The Grantee agrees that CMS shall have royalty-free, nonexclusive and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes.

### **Use of Data and Work Products**

14. At any phase of the project, including the project's conclusion, the Grantee, if so requested by the CMS Project Officer, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principal Investigator and the CMS Project Officer. The negotiated format(s) could include both file(s) that would be limited to CMS's internal use and file(s) that CMS could make available to the general public.
15. All data provided by CMS will be used for the research described in this grant only. The Grantee will return any data provided by CMS or copies of data at the conclusion of the project.
16. For six (6) months after completion of the project, the Grantee shall notify the CMS Project Officer prior to formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony. In the course of this research, whenever the Principal Investigator determines that a significant new finding has been developed, he/she will communicate it to the CMS Project Officer before formal dissemination to the general public.

### **Charitable Choice**

17. Charitable Choice is a legislative provision designed to remove unnecessary barriers to the receipt of certain federal funds by “faith-based” organizations. Under the Department of Health and Human Services implementation, 45 CFR Part 87 (including Parts 74, 92, and 96 as amended) “faith-based” organizations are eligible to compete for funding on the same basis and under the same eligibility requirements as other organizations.

Religiously affiliated (“faith-based”) organizations under 45 CFR Part 87 (including Parts 74, 92, and 96 as amended) may not use direct financial assistance from this grant, as well as from State and local governments or intermediate organizations administering funds under the Department of Health and Human Services programs, to support inherently religious activities, such as worship, religious instruction, or proselytization. If the organization engages in such activities, it must offer them separately, in time or location, from programs or services funded with direct Department assistance or required matching funds, and participation must be voluntary for the beneficiaries of the Department-funded program or services. All rules and revision under 45 CFR Parts 74, 87, 92, and 96 are hereby incorporated by reference.