



Department of
Job and Family Services

Ted Strickland, Governor
Douglas E. Lumpkin, Director

August 20, 2010

Dear Potential Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Proposals (RFP) Number JFS-R-1011-06-8073, for administrative services for the Ohio Adoption Loan Program. The purpose of this RFP is to identify one licensed and FDIC-insured financial institution with locations around Ohio to hold and manage all monies appropriated for the state adoption assistance loan fund. This fund, created under section 3107.018 of the Ohio revised Code (ORC), is to make adoption assistance loans available to assist qualifying prospective adoptive parents with some of the expenses involved in the adoption process. ODJFS is seeking proposals from vendors who are licensed financial institutions to administer this state adoption assistance loan fund.

If you are interested in submitting a proposal for this important project, please visit the ODJFS web site for procurement opportunities at <http://www.jfs.ohio.gov/rfp/> and follow directions for accessing this RFP. If you experience problems opening this ODJFS URL, please contact the RFP/RLB Unit at (614) 728-5693.

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

Sincerely,

Signature On File

Douglas E. Lumpkin
Director

30 East Broad Street
Columbus, Ohio 43215
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An Equal Opportunity Employer and Service Provider

Ohio Department of Job and Family Services

REQUEST FOR PROPOSALS

Ohio Adoption Loan Program

RFP#: JFS-R-1011-06-8073

ODJFS

Office for Families and Children

August 20, 2010

Ohio Department of Job and Family Services

Ohio Adoption Loan Program RFP

RFP#: JFS-R-1011-06-8073

TABLE OF CONTENTS:

SECTION I.	<u>GENERAL PURPOSE & VENDOR INFORMATION</u>	pp. 1 - 6
1.1	Purpose 1	
1.2	Issuing Office 1	
1.3	Background 2	
1.4	Overview of the Project 2	
1.5	Anticipated Procurement Timetable 2	
1.6	Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity 3	
1.7	Vendor's Library 4	
1.8	Communication Prohibitions 5	
1.9	Time Frames & Funding Source 6	
SECTION II.	<u>VENDOR EXPERIENCE AND QUALIFICATIONS</u>	pp. 6 - 7
2.1	Mandatory Vendor Qualifications 6	
2.2	Vendor Experience, Characteristics and Capabilities 7	
SECTION III.	<u>SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES</u>	pp. 7 - 9
3.1	Scope of Work and Specification of Deliverables 7	
3.2	Number of Participants 9	
3.3	Administrative Structures—Proposed Work Plan 9	
3.4	Compensation Schedule 9	
SECTION IV.	<u>CONDITIONS AND OTHER REQUIREMENTS</u>	pp. 10 - 15
4.1	State Contracts 10	
4.2	Interview 10	
4.3	Start Work Date 10	
4.4	Proposal Costs 10	
4.5	Trade Secrets Prohibition; Public Information Disclaimer 10	
4.6	Contractual Requirements 11	
4.7	Travel Reimbursement 12	
4.8	Minority Business Enterprise 12	
4.9	Subcontractor Identification and Participation Information 12	
4.10	Confidentiality 13	
4.11	Key Personnel 13	
4.12	Ethical & Conflict of Interest Requirements 13	
4.13	Health Insurance Portability & Accessibility Act (HIPAA) Requirements 13	

- 4.14 Waiver of Minor Proposal Errors 14
- 4.15 Proposal Clarifications 14
- 4.16 Contractual Requirements and Prevailing Wage Requirements 14
- 4.17 Unresolved Findings for Recovery (R.C. 9.24) 14
- 4.18 Mandatory Contract Performance Disclosure 14
- 4.19 Mandatory Disclosures of Governmental Investigations 15
- 4.20 Mandatory Disclosures of Work Location 15
- 4.21 Vendor Selection Restriction 15
- 4.22 Declaration of Material Assistance Requirements 15
- 4.23 Ohio Presence Consideration 15
- 4.24 Prohibition against Services Performed Outside the United States 15

SECTION V. PROPOSAL FORMAT & SUBMISSION pp. 16 - 20

- 5.1 Proposal Submission Information 16
- 5.2 Format for Organization of the Proposal 17
 - A. Overall Proposal Organization 17
 - B. Technical Proposal Details 18
 - C. Vendor Disqualifiers For Proposal Errors 20

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION pp. 20 - 23

- 6.1 Scoring of Proposals 20
 - A. Phase I. Review—Initial Qualifying Criteria 21
 - B. Phase II. Review—Criteria for Scoring the Technical Proposal 21
 - C. Phase III.—Criteria for Considering the Cost Proposal 22
- 6.2 Review Process Caveats 23
- 6.3 Final Vendor Recommendation 23
- 6.4 Tie Breaker 23

SECTION VII. PROTEST PROCEDURE pp. 24 - 25

- 7.1 Protests 24
- 7.2 Caveats 25

SECTION VIII. ATTACHMENTS AND THEIR USES p. 25

- A. Required Vendor Information and Certifications
- B. Request for Taxpayer Identification Number (W-9) Form
- C. Declaration of Material Assistance Form
- D. ODJFS Model Contract
- E. Technical Proposal Score Sheet
- F. Cost Proposal Form

SECTION IX. APPENDICES AND THEIR USES p. 25

- A. Sample Loan Terms Table

Ohio Department of Job and Family Services

**REQUEST FOR PROPOSALS (RFP):
Ohio Adoption Assistance Loan Program**

RFP#: JFS-R-1011-06-8073

SECTION I. GENERAL PURPOSE & VENDOR INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of identifying one licensed and FDIC-insured financial institution to hold and manage all monies appropriated for the state adoption assistance loan fund. Under section 3107.018 of the Ohio Revised Code (ORC), this fund was created so that adoption assistance loans could be made available to assist qualifying prospective adoptive parents with some of the expense involved in the adoption process. The fund shall consist of all money appropriated or transferred to it including deposit interest. ODJFS is seeking proposals from vendors who are licensed financial institutions to administer this state adoption assistance loan fund.

1.2 Issuing Office

This RFP is released by and the subsequent contract will be with ODJFS. The Office for Families and Children, which will administer the contract, is responsible for state level supervision. The mission of this office is to work for children, adults and families by mutually educating and engaging communities and systems to jointly provide services to achieve safety, permanency, self-sufficiency and well-being.

The contract expected to result from this RFP process will be an agreement between ODJFS and the selected financial institution (also referred to as ‘the contractor’). The Ohio Department of Administrative Services (DAS) involvement is limited to providing support by publishing this RFP and its related documents on the State of Ohio procurement opportunities web site, which it manages. This consolidated web site is intended to provide vendors with the convenience of a single web site from which to search all procurement opportunities offered by any State of Ohio governmental agency.

If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 1.6, Internet Question and Answer Period/RFP Clarification Opportunity, or 1.8, Communications Prohibited**, of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 5.1, Proposal Submission**. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP.

1.3 Background

The Adoption Assistance Loan Program was created under 3107.018 and 5101.143 of the Ohio Revised Code (ORC).

The purpose of the adoption loan program is to assist families approved for adoption in obtaining funds to defray some of the upfront costs of the adoption process.

1.4 Overview of the Project

Individuals and families who are approved by a child welfare agency to adopt a child and who have been matched to a child available for adoption may seek a loan from the financial institution to defray some of the upfront costs of the adoption process. The selected financial institution will determine the financial eligibility of the loan applicant in accord with eligibility criteria established in rule. Based on the applicant's financial and programmatic eligibility, the selected financial institution will provide the loan, using funding provided by the State, collect repayment to include interest and penalties, and provide monthly/quarterly/annual reports to ODJFS.

1.5 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
August 20, 2010	ODJFS Releases RFP to Potential Vendors on ODJFS Web Site; Q&A Period Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
September 7, 2010	Vendor Q&A Period Closes, 10 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
September 10, 2010	ODJFS provides Final Vendor Question & Answer Document (estimated)
3:00 p.m., local time Monday, October 4, 2010	Vendor proposals must be received by ODJFS, Office of Legal and Acquisition Services by this deadline. - This is the proposal opening date, beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.
October 18, 2010	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract

November 22, 2010	Controlling Board Review of Contract (estimated—if applicable). -Contract with the selected vendor requires review and approval
December 1, 2010	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2020	Project Completion** - All work must be completed and approved by ODJFS Contract Manager

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 contractor 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 mid-February, 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, 2020. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (e.g., 7/01/09 through 6/30/11), the contract with the selected vendor will be subject to multiple renewals. All renewals are subject to approval by the Controlling Board.**

1.6 Internet Question & Answer Period; RFP Clarification Opportunity

Potential vendors or other interested parties may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section 1.5, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

- * Access the ODJFS Web Page at <http://jfs.ohio.gov//>
- * Select “About Us” on the front page;
- * Select “Doing Business with ODJFS;”
- * Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”
- * RFP Number ***JFSR1011068073***;
- * Select “Ask a Question about this RFP” function; and
- * Follow the instructions to send an e-mail question.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, the company name and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP

provision or location, or which do not include an identification for the originator of the question. ODJFS will not respond to any questions submitted after **10:00 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 RFP, for reference by all potential vendors. Potential vendors will not receive personalized or individual e-mail responses. Clarifying questions asked and ODJFS responses to them comprise the “ODJFS Q&A Document” for this RFP. If possible, ODJFS will post an interim Q&A Document, without identifying the vendors asking questions, as well as the final version (in which all vendors that posed questions will be identified). ODJFS strongly encourages vendors to ask questions as early as possible in the Q&A period so that interim answers can be posted with sufficient time for the possibility of vendors’ follow-up questions.

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

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

IMPORTANT: Requests from potential vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 1.8, Communication Prohibitions, will be honored. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFP. If vendors ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers. Interested vendors should also refer to RFP Section 1.9, Time Frames and Funding Source, for related information.

There is an established time period for the Vendor Q&A process (see Section 1.5, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

1.7 Vendors’ Library

Interested vendors may find additional information related to this project, such as information accessible from the following Ohio Revised Code links, helpful in preparing a response to this competitive opportunity.

1. **Ohio Revised Code 5101.143** – <http://codes.ohio.gov/orc/5101.143>
2. **Ohio Revised Code 3107.018** - <http://codes.ohio.gov/orc/3107.018>
3. **Ohio Revised Code 3107.055** - <http://codes.ohio.gov/orc/3107.055>

1.8 Communications Prohibited

From the issuance date of this RFP, until the contract award has been formally announced by the ODJFS Director, there may be no communications concerning the RFP between any vendor which expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.6, Internet Question and Answer Period;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RFP;
3. As part of an interview necessary for ODJFS to make a final selection;
4. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;*
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal and Acquisition Services.

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

1.9 Time Frames & Funding Source

ODJFS is seeking to contract with a vendor to perform services as described in section 1.5 of this RFP. The contract period is expected to be from approximately December 2010 to June 30, 2011, subject to approval by the Controlling Board.

The contract resulting from this RFP may be renewed, contingent upon satisfactory contractor performance, continuing programmatic need, and continued availability of funding from July 1, 2011 through June 30, 2021. As state law prohibits ODJFS from making financial commitments beyond any fiscal biennium (e.g., 7/01/09 through 6/30/11), the contract with the selected vendor will be subject to renewal each biennium (July 1, 2012 through June 30, 2014 and July 1, 2014 through June 30, 2016 and July 1, 2016 through June 30, 2018 and July 1, 2018 through June 30, 2020). The contract resulting from this RFP is intended to be renewed for this entire time period, and the renewal contracts may be entered into by the parties, at their discretion, without any intervening competitive opportunity. However, ODJFS

may, at its sole discretion, choose not to renew the contract at any time, due to such factors as poor contractor performance, significant programmatic change, funding changes, or due to changes in applicable law, and offer the contract to qualified vendors through another competitive opportunity.

SECTION II. VENDOR EXPERIENCE AND QUALIFICATIONS

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

2.1 Mandatory Vendor Qualifications

In order to be considered for the contract expected to result from this RFP, an interested vendor must submit to ODJFS a proposal that demonstrates how, and to what degree, the vendor meets, at minimum, **all** the following qualification requirements. If a proposal fails to adequately address how the vendor at minimum meets all the following mandatory criteria, that proposal will be disqualified from any consideration. Proposals must demonstrate that the vendor:

- A. Has at least five (5) years experience in the field of financial management;
- B. Has at least (5) years experience processing loan applications and tracking repayment to include providing written reports;
- C. Has at least (5) years experience performing activities to include creating loan application forms, reviewing, granting, denying loan applications, loan repayment terms, procedures for collection of loan arrearages and any monetary penalties for loan arrearages or improper use of loan funds;
- D. Currently holds deposit insurance approval from the Federal Deposit Insurance Corporation (FDIC) as demonstrated by a photocopy of that certification;
- E. Has physical customer services locations operating in, at a minimum, 3 of the 5 Ohio major metropolitan areas (i.e., Cleveland, Columbus, Cincinnati, Toledo, Dayton, Youngstown); and,
- F. Has an internal underwriting process in operation. This process must be described in detail in the proposal

Additionally, vendors will be disqualified if they fail to meet either of the following requirements:

- G. The proposal must be submitted to the specified ODJFS location by the deadline for proposal submission established in Section 1.5, Anticipated Procurement Time Frames.
- H. The vendor may not be listed on the Auditor of State's website as a party excluded from contracting with ODJFS by O. R.C. § 9.24 for an unresolved finding for recovery.

Any vendor whose proposal fails to demonstrate that the vendor meets all the above experience and qualifications requirements will be disqualified from any further consideration for contract award. Vendors that meet these requirements will be evaluated for how well or to what degree the requirements are met, and for the clarity and thoroughness of the response.

2.2 Vendor Experience, Characteristics, and Capabilities

Statewide accessibility and customer service for potential adoption loan program applicants will be vital for the program's effectiveness. Proposals must document:

- A. The extent of the vendor's geographic coverage by identifying, by county and local community (city, township, etc.), each currently operating customer service outlet where potential applicants could obtain information on the adoption loan process and submit a loan application;
- B. The general hours (days and times) of operation for customer service to potential loan applicants; and,
- C. The average processing time for non-business loan applications.

The vendor must also demonstrate significant expertise by assigning staff to key leadership roles for this project. Proposals must include resumes (or curriculum vitae) for persons the vendor would place in key positions in the project. The vendor proposal must, at minimum:

- D. Identify, by position and by name, those staff members considered key to the project's success (at minimum, key staff identified must include one specified project manager who would oversee the adoption loan program operations);
- E. Include resume(s) describing the education, experience, and list of applicable professional accomplishments of the Project Manager and any other key personnel for this project (including any subcontractors), and should specifically list the qualifications and experience (particularly those applicable to the areas described in Section II, Scope of Work and Specifications of Deliverables of this RFP--see Sections 2.3 and 2.5) of key staff expected to work on the project; and
- F. Key staff must have at least a Bachelors degree in business, finance, or a related field. Proposals failing to adequately demonstrate appropriate education and experience for key staff shall be evaluated accordingly.

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

SECTION III. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

3.1 Scope of Work and Specification of Deliverables

ODJFS intends to enter into a contract with one financial institution for the processing of loan applications made by eligible prospective adoptive parents. The selected vendor will be required to, at minimum:

- A. Determine the prospective adoptive parents' programmatic eligibility to receive a loan. Prospective adoptive parents would be eligible to apply for an Adoption Assistance Loan if they meet the following three requirements:
1. Have one of the following approved home-studies:
 - a. A JFS 01673 "Assessment for Child Placement (Home Study)" (rev. 08/2005) or equivalent for children adopted from another state; or
 - b. A JFS 01692 "Application for Adoption of a Foster Child" (rev. 06/2009), or
 - c. A copy of a home study narrative report in the case of an international adoption.
 2. Have been matched with an identified child who is legally free for adoption and who will be adopted prior to their eighteenth birthday. Proof of this will be documented by the adoption agency via a form or letter provided to the adoptive parent. (ODJFS will provide examples of such documentation to the selected vendor after contract execution.)
 3. In addition to the programmatic requirements outlined in paragraph A. (items 1. and 2., above), a prospective adoptive parent must also meet the loan-worthiness requirements of the financial institution which administers the state adoption assistance loan fund.
- B. Process the loan and loan payment to the prospective adoptive parent(s) utilizing the lending institutions own assets.
- C. Collect the repayment for the loan.
- D. Track all loan program accounting activities, including, but not limited to, arrearages, monetary penalties and interest.
- E. Provide monthly, quarterly, and annual written reports (in both paper and electronic format such as via CD-ROM, or other electronic medium as agreed to by ODJFS) to identify the number of applicants, the number of applicants approved, the number of applicants denied and why, the amount of each approved loan, the amount of repayments and fund balance, the number and amount of loans defaulted upon, and any other reports requested by ODJFS.
- F. Provide a written process of how adoption loans will be prioritized for Ohio's Special Needs Children.
- G. All interest the adoption loan fund deposit earns will be credited back into the fund.

The information above is a summary of the duties and responsibilities that would be contractually required of the selected financial institution. In order to receive consideration for contract award, all aspects of the requirements described in this section must be addressed in **Tab 2** of the vendor's technical proposal. **The financial institution should have, and demonstrate, extensive knowledge of financial management and the loan application and repayment process.**

Proposals submitted in response to this RFP must reflect the financial institution's understanding of, and commitment to, perform this Scope of Work fully. The financial institution will be responsible for the deliverables as described above, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing

their proposals, all interested financial institutions must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.

3.2 Number of Participants

The number of participants is dependant upon the available resources of the lending institution providing the loans and the security of the deposited funds to act as a guarantee for any loans in default.

3.3 Administrative Structures—Proposed Work Plan

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

- A. Provide a proposed timeline for the project;
- B. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;
- C. Provide a current organizational chart (including any subcontractors) of vendor staff that would be directly involved in this program, specifying the key management and administrative personnel who will be assigned to this project, and their roles; and,
- D. Provide a table showing loan terms that will be offered to adoption program applicants who are granted a two-year fixed rate loan under this program. This table should present, at minimum, the loan amount, the APR, and the minimum monthly repayment required according to the applicant's FICA credit score. A sample table showing this information is provided as Appendix A. to this RFP, but other formats will be considered, provided the minimum required information is presented.
- E. Provide the interest rate the adoption loan fund will earn for the deposit.

3.4 Compensation Structure

Compensation will be the interest and penalties earned on the adoption loans. For any adoption loan default, ODJFS will allow for transfer of our adoption loan deposit for an amount equal to the remaining balance of the loan.

SECTION IV. CONDITIONS AND OTHER REQUIREMENTS

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

4.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A.**) to report this information and include the completed document in the vendor's proposal as specified in **Section 5.2 B., 1** of this RFP.

4.2 Interview

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

4.3 Start Work Date

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

4.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section 4.2, above).

4.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in ORC 1333.61 in their proposals in response to any ODJFS RFP, RLB or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP (or etc.) 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 this RFP shall become the property of ODJFS. This RFP and, after formal announcement by ODJFS of the results of this RFP process (e.g., notices provided to responding vendors regarding vendor selection, notice of project cancellation, etc.), any proposals submitted in response to the RFP are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, "proposal" shall mean both the technical and the cost proposals (if opened by ODJFS) submitted by the vendor, cover letters, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to this or any ODJFS RFP which make claims of trade secret information shall be disqualified from consideration immediately upon determination that such unallowable claim has been made.

4.6 Contractual Requirements

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

4.7 Travel Expense Compensation

ODJFS will not compensate the contractor for any travel expenses related to work that may be performed under the contract expected to result from this RFP.

4.8 Minority Business Enterprise

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

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

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

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

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

4.9 Subcontractor Identification and Participation Information

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

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

4.10 Confidentiality

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

4.11 Key Personnel

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

4.12 Ethical & Conflict of Interest Requirements

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

4.13 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

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

4.14 Waiver of Minor Proposal Errors

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

4.15 Proposal Clarifications

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

4.16 Contractual Requirements and Prevailing Wage Requirements

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

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

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

4.18 Mandatory Contract Performance Disclosure

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

4.19 Mandatory Disclosures of Governmental Investigations

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

4.20 Mandatory Disclosures of Work Location

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

4.21 Vendor Selection Restriction

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

4.22 Declaration of Material Assistance Requirements

Any vendor responding to any ODJFS RFP, RLB, or any other procurement opportunity is required to provide certification that the vendor has not provided material support or resources to any organization listed on the “Terrorist Exclusion List” (TEL) maintained by the U.S. Department of State. The Declaration of Material Assistance Form, provided as **Attachment C**, to this RFP, must be printed, completed, and signed by the interested vendor’s authorized representative, and returned to ODJFS as a component of the vendor technical proposal/bid. Failure to properly complete the form or to provide it as part of the proposal submitted to ODJFS may result in the disqualification of the vendor’s proposal from consideration.

Vendors may access the TEL from the Ohio Homeland Security Office website, located at www.homelandsecurity.ohio.gov.dma.asp or via e-mail to dma-info@dps.state.oh.us for the current list of excluded organizations and additional information.

4.23 Ohio Presence Consideration

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

4.24 Prohibition against Services Performed Outside the United States

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

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

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

- **six (6) paper copies (one signed original and five copies) and one CD-ROM copy** of the Technical Proposal (including the vendor's completed Cost Proposal Form, which is provided as Attachment F. to this RFP). It is the vendor's affirmative responsibility to ensure that all copies and all formats of the proposal are identical. Any pages or documents omitted from any or all copies can negatively affect the vendor's score and possibly result in the vendor's disqualification. In the event of any discrepancies or variations between copies, ODJFS is under no obligation to resolve the inconsistencies and may make its scoring and vendor selection decisions accordingly, including the decision to disqualify the vendor.

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than **3:00 p.m. (local time) on Monday, October 4, 2010** Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Office of Legal and Acquisition Services
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
ATTN: RFP/RLB Unit**

Vendors' original technical and cost proposals must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal."

All copies (both paper and CD-ROM) of the original proposal must include identical copies of ALL information, documents, and pages in the original proposal. The entire vendor proposal should be converted into one single secure PDF document saved to the CD-ROM submitted to ODJFS. If the proposal's size necessitates more than a single PDF document to contain the entire proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate PDF documents possible. The hard-copies and the CD-ROM must be clearly labeled with the vendor's name, submission date, and the name and RFP number for this project.

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

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

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All proposals must be received **no later than the specified deadline, both time and date**, by the Office of Legal and Acquisition Services (OLAS), on the 31st Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for proposals**

delivered to any address other than the address provided above. No late proposals will be considered.

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

5.2 Format for Organization of the Proposal

A. Overall Proposal Organization

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

The vendor's Technical Proposal must contain the following components (organized in six (6) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their Technical Proposals in the following order:

Tab 1 Required Vendor Information and Certifications Documents and Location of Business Form
Request for Taxpayer Identification Number (W-9) Form
Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Org.

Tab 2 Vendor Experience, Characteristics and Capabilities
Sub-Tab 2a. Mandatory Vendor Qualifications (Section 2.1, items A through F)
Sub-Tab 2b. Vendor Experience, Characteristics, and Capabilities (Section 2.2, items A through F)

Tab 3 Scope of Work and Specifications of Deliverables
Sub-Tab 3a. Deliverable A
Sub-Tab 3b. Deliverable B
Sub-Tab 3c. Deliverable C
Sub-Tab 3d. Deliverable D
Sub-Tab 3e. Deliverable E
Sub-Tab 3f. Deliverable F
Sub-Tab 3g. Deliverable G.

Tab 4 Administrative Structures—Proposed Work Plan
Sub-Tab 4a. Project Time Table
Sub-Tab 4b. Status Reporting Procedure
Sub-Tab 4c. Organizational Chart
Sub-Tab 4d. Table of Loan Terms

Tab 5 Cost Proposal**Tab 6** Vendor Attachments or Appendices (*for example, for possible excerpts/samples of work products*)

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents. In the interest of efficiency and economy, vendors may present information for more than one sub-tab per page, but must provide clear indications of the breaks on the page between the different sub-tab contents.

NOTE: Vendors are required to submit **one CD-ROM copy** of their entire proposal packages in non-rewriteable CD format.

B. Technical Proposal Details

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

1. (Tab 1)**Required Vendor Information & Certifications****Request for Taxpayer Identification Number (W-9) Form****Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization**

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

The vendor must attach the **Request for Taxpayer Identification Number (W-9) Form**, which is provided as **Attachment B.** to this RFP, completed with an original signature in blue ink.

Vendors are required to provide a declaration regarding material assistance to a terrorist organization or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List and described in **Attachment C, Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.** Vendors MUST print **Attachment C.**, complete and sign it (in blue ink), and return it as the content of their Proposal Tab 1. 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>.

The signed originals of the above referenced forms (**RFP Attachments A., B., and C.**) are to be provided in the vendor's original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment as required by Section 4.8, Minority Business Enterprise or 4.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

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

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

The vendor must include information on the mandatory experience of the vendor, as described in **Section 2.1**, of this RFP.

b. Vendor Experience, Characteristics, and Capabilities (Sub-Tab 2 b.)

Under this section the vendor is required to describe its accessibility and customer service standards, including, at minimum, its geographic coverage, operating hours, and loan processing times, and must include resumes, education, and experience, for all key personnel for this project (including any subcontractors to be involved), as described in **Section 2.2**, of this RFP.

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

This section should describe in detail how the vendor proposes to perform each tasks of the scope of work identified in Sections 3.1, Scope of Work and Specifications of Deliverables of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 3.1 behind separate sub-tabs as described above.

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

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 3.3, Administrative Structures—Proposed Work Plan of this RFP.

**5. (Tab 5)
Cost Proposal**

Vendors are to complete a Cost Proposal Form (provided as Attachment F.) with their proposed prices for services that would be provided. Vendors may ONLY propose payment in the format provided; no other fees, costs, or expenses will be considered. All proposals for compensation must be presented in the format and categories as prescribed on that form. This form must be completed and submitted as the vendor's proposal Tab 5.

Costs proposed may NOT EXCEED \$50.00 (Fifty dollars) per application processed (regardless of the decision to approve or deny the loan), up to \$25,000 per year, plus an amount equal to no more than ten percent (10%) of the monthly loan repayments actually collected, up to \$25,000 per year. Vendors may, at their discretion, propose rates below these stated maximums, and may propose NO compensation for either or both categories. However, vendors seeking rates in excess of these limits will be disqualified from consideration.

6. (Tab 6)
Vendor Attachments or Appendices

This section may be used to include excerpts/samples of work products or methods comparable to those described in this RFP.

C. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

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

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

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

Selection of the vendor will be based upon the criteria specified in this RFP. Any proposals not meeting the requirements contained in this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in

response to this request. The review team may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. In scoring the proposals, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals must pass the following **Phase I. Review**. Any “no” for the listed **Phase I. criteria will eliminate a proposal from further consideration**.

1. Was the proposal received by the deadline as specified in Sections 1.5 and 5.1?
2. Did the vendor submit six (6) paper copies and one electronic copy of their Technical Proposal?
3. Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in **Attachments A., and C.** to the RFP?
4. According to those certifications, does the vendor affirmatively indicate that it is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of ORC Section 9.24, and therefore may enter into a contract with ODJFS?
5. Does ODJFS’ review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (*i.e.*, the proposal of any vendor whose name appears on the Auditor’s website as having an unresolved finding for recovery will be eliminated from further consideration.)?
6. Has the vendor’s proposal met all other mandatory requirements as established in Section 2.1, Mandatory Vendor Qualifications ?

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

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

A technical proposal must achieve at least a minimum total score as established on the Technical Proposal Score Sheet (Attachment E. to this RFP), a score which represents that the vendor can successfully perform the resulting contractual duties. Proposals must earn at least that minimum point value to qualify for continued consideration. Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will not be considered.

All **Phase II** technical proposal evaluation criteria will be scored according to the following scale, based on a proposed plan’s ability to meet ODJFS needs. The Technical

Proposal Score Sheet (see **Attachment E.**) uses the following point values for rating each requirement.

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

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”- A particular RFP criteria or requirement was not addressed in the vendor’s proposal in any way adequate for ODJFS to assess that the vendor could adequately meet program needs corresponding to that criteria, **Score: 0**

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

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

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

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

All the remaining qualified Technical Proposals will proceed to the next level of review, which is consideration of the Cost Proposal. Any other proposals will be disqualified from further consideration, and the corresponding Cost Proposals will neither be opened nor will be scored.

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

The Cost Proposal will be reviewed by ODJFS, and any vendor failing to comply with Cost Proposal format requirements or pricing limits as stated in this RFP will be disqualified at that point. The grand total of each technically qualified vendor’s Cost Proposal (the sum total of the vendor’s proposed rates for compensation, even if the vendor’s proposed total is \$0.00) will be used in the vendor selection process. The sum total of each qualifying vendor will be ranked by ODJFS from lowest cost to highest. The vendor proposing the lowest cost will be awarded a designated number of points (as specified on the Technical Proposal Score Sheet, Attachment E.) The vendors proposing the second and third lowest costs will earn successively fewer points, and any proposals offering costs higher than the third lowest will earn NO points for their cost proposals. In the event of identical proposed costs (*e.g.*, two or more vendors are tied for offering the lowest costs), all vendors proposing the same rates will be awarded the same number of points. Each vendor’s grand total score will be the sum of its technical quality score and its cost proposal score (see

Attachment E., Technical Proposal Score Sheet). The vendor earning the highest grand total score will be recommended for award of the contract.

6.2 Review Process Caveats

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

ODJFS reserves the right to request clarifications from vendors to any information in their Technical and/or Cost proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by ODJFS, and vendors' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 1.8 of this RFP. Such communications are expressly permitted when initiated by ODJFS, but are at the sole discretion of ODJFS.

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

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

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

6.3 Final Vendor Recommendation

The PRT will recommend to the Director of ODJFS the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP. This will be determined by comparing each vendor's grand total score; the vendor earning the highest score will be recommended for award of the contract.

6.4 Tie Breaker

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal, the proposal with the higher technical proposal score will prevail. Should that process still result in a tied score, the vendor earning the highest score for the quality of geographic coverage, Phase II, item 1. on the Technical Proposal Score Sheet (Attachment E. to this RFP) will be deemed the technically qualified vendor offering the proposal most advantageous to ODJFS, and recommended for award of the contract.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal and Acquisition Services, within the following periods:
 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 1.5, Anticipated Procurement Time Table, of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the **tenth (10th)** calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by OLAS after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:

Chief Legal Counsel
ODJFS Office of Legal and Acquisition Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-0423
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.

- F. OLAS shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

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

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. **Required Vendor Information and Certifications** *(To be completed & included in proposal packet as specified in Sec. 5.2)*
- B. **Request for Taxpayer Identification Number (W-9) Form** *(To be completed & included in proposal packet as specified in Sec. 5.2)*
- C. **Declaration of Material Assistance Form** *(To be completed & included in proposal packet as specified in Sec. 5.2.)*
- D. **ODJFS Model Contract** *(For vendor reference purposes)*
- E. **Technical Proposal Score Sheet** *(For vendor self-evaluation purposes...do not submit)*
- F. **Cost Proposal Form** *(To be completed & included in cost proposal packet as specified in Sec. 5.2.)*

SECTION IX. APPENDICES AND THEIR USES

- A. **Sample Loan Terms Table**

Thank you for your interest in this project.

Attachment A

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) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal\bid. **Failure to provide such required information will result in your proposal's immediate disqualification.**

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

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

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: <small>(legal name of the vendor – person or organization – to whom contract\purchase payments would be made)</small>	4. Vendor Federal Tax ID # or Social Security #: <small>(this number MUST correspond with the name in Item # 3)</small>
5. Vendor Corporate Address:	6. Vendor Remittance Address: (or “same” if same as Item # 5)
7. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid:</u> Vendor Representative: Representative’s Title: Address: Phone #: Fax #: E-Mail:	
8. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent.</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Vendor Representative: Representative’s Title: Address: Phone #: Fax #: E-Mail:	
9. Is this vendor an Ohio certified MBE? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach a copy of current certification to proposal\bid. (If ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification <u>WILL RESULT IN DISQUALIFICATION.</u>)	

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

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

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

	<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, 2009) 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 interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
- (2) I have reviewed and understand 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 _____ (vendor's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this proposal in response to the ODJFS RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

**DEPARTMENT OF ADMINISTRATIVE SERVICES/
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

This form must be completed and signed by every bidder, offeror, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

1. Principal location of business of Contractor/Grantee:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s)/subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor/Grantee:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s)/subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor/Grantee:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s)/subgrantees:

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

5. Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s)/Subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. I attest that no funds provided by ODJFS for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

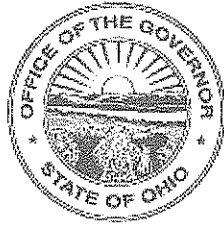
Date

Entity Name

Address (Principal Place of Business)

Printed name of individual authorized to sign
on behalf of entity.

City, State, Zip



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
 - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
 - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
 - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
 - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
 - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
 - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:

- (i) Affirm that they understand and will abide by the requirements of this Order.
 - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
- ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
 - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

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



Ted Strickland, Governor



ATTEST:

Jennifer Brunner, Secretary of State

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <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.

Social security number									

or

Employer identification number									

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.)

Sign Here	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 ¹	Generally, exempt recipients 1 through 7 ²

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

²However, 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

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

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

⁴ 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 FOR SERVICES**

C-89-00-0000

This Contract is entered into by and between the State of Ohio, Department of Job and Family Services (hereinafter "ODJFS") and **Contractor Name** (hereinafter "CONTRACTOR") for _____.

RECITALS:

- A. ODJFS issued a Request for Proposal (hereinafter "RFP") entitled _____, numbered _____, and dated _____, 200_, which is hereby incorporated by reference.
- B. The ODJFS evaluation committee recommended for award the Proposal of CONTRACTOR dated _____, 200_, (hereinafter "Proposal"), which is hereby incorporated by reference.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: DELIVERABLES

- A. CONTRACTOR agrees to report to _____, the ODJFS Contract Manager, and to perform the services detailed in the RFP and the Proposal(hereinafter "Deliverables") that include:
 - 1. _____
- B. CONTRACTOR agrees to furnish its own support staff and services as necessary for the satisfactory performance of the work described in ARTICLE I, Section A, above.
- C. The ODJFS Contract Manager may periodically communicate specific instructions and requests to CONTRACTOR concerning the performance of the work described in this Contract. CONTRACTOR agrees to comply with any instructions or requests to the satisfaction of ODJFS and within ten (10) days after receiving notice of the instructions or requests. ODJFS and CONTRACTOR understand that any instructions and requests are strictly to ensure satisfactory completion of the work described in this Contract, and are not intended to amend or alter this Contract or any part thereof. CONTRACTOR will notify the ODJFS Contract Manager pursuant to ARTICLE IV if it believes any instructions or requests would materially alter the terms of this Contract or the amount of compensation stated in ARTICLE III of this Contract.
- D. CONTRACTOR will consult with the ODJFS Contract Manager as necessary to assure comprehensive understanding of the work and satisfactory completion of the Deliverables described in Section A, above.
- E. 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 general 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 are 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 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.
4. If the Deliverables of this Contract require the inclusion of third-party proprietary software or operating systems, such third-party software or operating systems must be commercially available to any person, entity, or State and must be considered "off-the-shelf" products with published (catalog/SKU) prices.
5. For computer software developed under this Contract, or for proprietary software incorporated into the Deliverables pursuant to the terms of this Section E, copies of any source code, object code, documentation, and any other item necessary for the proper operation of a Deliverable (hereinafter "Operational Materials") under this Contract will be given to ODJFS in conjunction with or prior to the invoicing for payment of the Deliverable. CONTRACTOR will include an affirmative statement with every invoice for payment that all applicable Operational Materials for all Deliverables included in that invoice have been delivered to ODJFS. ODJFS will have no obligation to pay on an invoice until necessary copies of Operational Materials are delivered and the affirmative written statement of CONTRACTOR is obtained. All software will conform to documentation.

ARTICLE II: TIME OF PERFORMANCE

- 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 _____, 200_, whichever is later, through _____, 200_, unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date. **This Contract may be renewed through _____, 20_, at the sole discretion of ODJFS and provided that CONTRACTOR has completed the Deliverables to the satisfaction of ODJFS and that there is an appropriation of funds by the Ohio General Assembly. CONTRACTOR will not obligate resources in anticipation of a renewal unless and until ODJFS notifies CONTRACTOR that the Contract is to be renewed.**
- B. It is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the 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. CONTRACTOR expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period prior to receiving notice from the ODJFS Contract Manager that the requirements of ORC 126.07 have been met. CONTRACTOR further agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period after the effective end date for this Contract found in ARTICLE II, Section A above.

ARTICLE III: COMPENSATION

- A. In consideration of the Deliverables provided pursuant to ARTICLE I of this Contract, ODJFS agrees to pay compensation up to _____ and 00/100 Dollars (\$0.00) for State Fiscal Year ("SFY") 200_ and _____ and 00/100 Dollars (\$0.00) for SFY 200_. It is expressly understood by ODJFS and CONTRACTOR that the terms of this Contract do not allow total compensation in excess of _____ and 00/100 Dollars (\$0.00) for the Contract period as set forth in ARTICLE II. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

- B. Compensation will be paid on a _____ basis pursuant to CONTRACTOR's Cost Proposal, which is hereby incorporated by reference, payment is conditioned on the satisfactory completion of Deliverables listed in CONTRACTOR's Proposal and ARTICLE I of this Contract.
- C. CONTRACTOR will render detailed invoices in triplicate on a _____ basis pursuant to Section B of this ARTICLE III to the Ohio Department of Job and Family Services, Bureau of Accounts Payable, at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215-3414. All invoices must contain the following information:
1. CONTRACTOR's name (as it appears on the Contract and purchase order);
 2. CONTRACTOR's mailing address and, if applicable, a remit address;
 3. CONTRACTOR's invoice number and the date of the invoice;
 4. Amount and purpose of billing that includes all detail required per this ARTICLE III, Section C and a description of services rendered, and the hourly rates with the numbers of hours each employee worked during the month;
 5. Contract number and date;
 6. Purchase order number; and
 7. Federal Tax identification number.
- D. 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.
- E. Subject to the provisions of ORC 126.07 and ORC 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 Contract period set forth in ARTICLE II, and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during the Contract period; and
 3. It will use its best effort to obtain the appropriation of any necessary funds during the Contract period.
- However, CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODJFS for the payments due hereunder, this Contract is terminated as of the date funding expires without further obligation of the State of Ohio.
- F. CONTRACTOR further understands that compensation under this Contract may be based in whole or in part upon funding sources external to the State of Ohio (e.g., federal funding). Should the external source of the funding be terminated or reduced for reasons beyond the control of ODJFS or the State of Ohio, this Contract will terminate as of the date the funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to notification from the ODJFS Contract Manager that the requirements of ORC 126.07 have been met as set forth in ARTICLE II, Section B of this Contract, and that ODJFS will not compensate CONTRACTOR for any work performed after the termination date set forth in ARTICLE II, Section A of this Contract, or in the event this Contract is terminated pursuant to ARTICLE V.
- H. ODJFS does not have the ability to compensate CONTRACTOR for work performed under the Contract after the State of Ohio purchase order for the Contract has been closed. The final invoice for compensation

of work performed under this Contract must be received by ODJFS, per this ARTICLE III, no later than ninety (90) days after the termination date of this Contract. Failure of CONTRACTOR to submit the final invoice by this deadline will be deemed a forfeiture by CONTRACTOR of all remaining compensation due hereunder.

ARTICLE IV: NOTICES

- A. ODJFS and CONTRACTOR agree that, pursuant to ARTICLE I that communication regarding the Deliverable(s), scope of work, invoice or billing questions, and other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager.
- B. Notices sent by CONTRACTOR to ODJFS concerning changes to CONTRACTOR's principal place of business, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE XI, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at the ODJFS Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
- C. Notices sent by ODJFS to CONTRACTOR concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Contract, will be sent to the person who has signed this Contract on behalf of CONTRACTOR at the address listed on the final signature page.
- D. All notices in accordance with this ARTICLE IV 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 V: SUSPENSION AND TERMINATION; BREACH AND DEFAULT

- A. Notwithstanding other provisions in this ARTICLE V, 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.
- B. Notwithstanding this ARTICLE V, Sections A or C, ODJFS may suspend or terminate this Contract immediately upon delivery of written notice to CONTRACTOR if ODJFS has discovered any illegal conduct on the part of CONTRACTOR, any violation of ARTICLE XI of the Contract, loss of funding as set forth in ARTICLE III, Sections E or F, or the filing of a petition in bankruptcy (or similar proceeding) by or against CONTRACTOR.
- C. 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 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.
- D. CONTRACTOR, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Contract, to suspend or terminate all subcontracts relating to such suspended or terminated activities, to take all necessary and/or appropriate steps to limit disbursements and minimize cost, and to furnish a report as of the date notice of suspension or termination was received that describes the status of all work under this Contract that includes, without limitation, the Deliverables completed, the outcomes of the completed Deliverables, and any other information that ODJFS may require. Suspension, termination, or expiration of this Contract will not limit CONTRACTOR'S

continuing obligations with respect to Deliverables paid for by ODJFS prior to the suspension or termination nor will it limit ODJFS's rights in those Deliverables.

- E. In the event of suspension or termination under this ARTICLE V, CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, for the work performed prior to CONTRACTOR's receipt of notice of suspension or termination. Compensation will be calculated by ODJFS based on the compensation structure set forth in ARTICLE III, less any funds previously paid by or on behalf of ODJFS, or in the case of services for which CONTRACTOR charges a flat rate, based on a reasonable percentage of the total services performed as determined by ODJFS, less any funds previously paid by or on behalf of ODJFS.
- F. If ODJFS terminates this Contract for any reason provided in this ARTICLE V, 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 F is in addition to any other remedies available to ODJFS pursuant to this Contract.
- G. Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, ODJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all remedies hereinabove mentioned.
- H. If ODJFS or CONTRACTOR fails to perform an obligation or obligations under this Contract and the failures is thereafter waived by the other party, ODJFS and CONTRACTOR understand that the waiver is limited to that particular occurrence of failure and will not be deemed a waiver of subsequent failures that may occur. Waiver by ODJFS is not effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI: EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Contract, CONTRACTOR agrees not to 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 applicants are hired and that employees are treated during employment in matters of employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations (CFR) 60.
- B. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that CONTRACTOR complies with all applicable federal and state non-discrimination laws. CONTRACTOR will incorporate the foregoing requirements of this ARTICLE VI in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and in all of its contracts for any of the work prescribed in this Contract. CONTRACTOR will also require all of its subcontractors to incorporate such requirements in all subcontracts for any part of the work under this Contract.
- C. CONTRACTOR, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

ARTICLE VII: RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, or other information, whatever their form, produced by CONTRACTOR under this Contract, and all records, documents, writings, or other information used by CONTRACTOR in the performance of this Contract are treated according to the following terms:

- A. All ODJFS information that, under the laws of the State of Ohio or federal law, is classified as public or as private will be treated as such by CONTRACTOR. In the event there is a question as to whether information is public or private, ODJFS will make the final determination.
- B. All CONTRACTOR information that is proprietary will be held strictly confidential by ODJFS. Proprietary information is information which, if made public, would put CONTRACTOR at a disadvantage in CONTRACTOR's marketplace and trade. CONTRACTOR is responsible for notifying ODJFS of the proprietary nature of the information prior to its release to ODJFS. Failure to provide prior notification is deemed a waiver of the proprietary nature of the information, and a waiver of CONTRACTOR's right to proceed against ODJFS for violation of any proprietary or trade secret laws. CONTRACTOR's failure to provide prior notification will also be deemed a waiver of trade secret protection in that CONTRACTOR will have failed to make reasonable efforts to maintain the information's secrecy pursuant to ORC 1333.61(D)(2). ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information to be provided and will make the final determination as to whether any or all of the information identified by CONTRACTOR is proprietary or a trade secret.
- C. All records relating to costs, work performed, and supporting documentation for invoices submitted to ODJFS by CONTRACTOR with copies of all Deliverables submitted to ODJFS pursuant to this Contract will be retained and made available by CONTRACTOR for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government for a minimum of three (3) years after payment for work performed under this Contract. If an audit, litigation, or other action related to this Contract is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues have been resolved. If appropriate, CONTRACTOR must comply with the requirements of the federal OMB Circulars A-87, A-110, A-122, or A-133. CONTRACTOR acknowledges, in accordance with ORC 149.31, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- D. CONTRACTOR agrees not to use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. CONTRACTOR agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. The terms of this ARTICLE VII will be included in any subcontracts executed by CONTRACTOR for work under this Contract. CONTRACTOR agrees that any data made available to CONTRACTOR by ODJFS will be returned to ODJFS no later than ninety (90) days following the termination of this Contract, and CONTRACTOR certifies that it will not retain copies of source data, or any product of source data. CONTRACTOR hereby agrees to current and ongoing compliance with 42 United States Code (USC) 1320d through 1320d-8 and 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").

ARTICLE VIII: INDEPENDENT CONTRACTOR

CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. CONTRACTOR also agrees that, as an independent contractor, CONTRACTOR 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 compensation received for services or deliverables rendered hereunder. 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.

ARTICLE IX: LIMITATION OF LIABILITY; CONTRACTOR DUTIES

- A. CONTRACTOR agrees to hold ODJFS, any official or employee of ODJFS acting in his or her official capacity, and the State of Ohio harmless from any and all claims for personal injury, property damage, and/or infringement resulting from activities in furtherance of the work hereunder.
- B. ODJFS's liability, whether in contract or in tort, may not exceed the lesser of the total amount of compensation payable to CONTRACTOR under ARTICLE III or the amount of direct damages incurred by CONTRACTOR. CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the

limitations set forth in this ARTICLE IX. IN NO EVENT IS ODJFS 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. 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:
1. Prompt notification in writing of such suit or proceeding;
 2. Full right, authorization, and opportunity to conduct the defense thereof; and
 3. 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. CONTRACTOR will not permit any lien or claim to be filed or prosecuted against the State of Ohio or ODJFS on account of any labor, services, or materials furnished to CONTRACTOR by any entity in connection with this Contract. Should any such claims become due, ODJFS may, but is not obligated to, pay the entity that furnished the labor or services and charge the amount of the payment against funds due or to become due to CONTRACTOR pursuant to this Contract.
- E. Neither ODJFS nor CONTRACTOR 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 period of time 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, with the exception of third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. ODJFS will make the final determination of whether an instance of delay is excusable.

ARTICLE X: AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between the parties with respect to all matters herein. Only a writing signed by both parties may amend this Contract; however, both parties agree that any amendment(s) to laws or regulations cited herein will result in the correlative modification of this Contract, without the need to execute written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by both parties and will be effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.
- B. CONTRACTOR agrees that it will neither assign nor transfer any obligation or interest (including subcontracts) in this Contract (whether by assignment or novation) without the prior written approval of ODJFS and subject to any conditions and provisions ODJFS deems necessary. Any ODJFS approval of an assignment or transfer will not provide for an obligation by ODJFS that exceeds the total amount of compensation listed in ARTICLE III of this Contract.

ARTICLE XI - SPECIAL CERTIFICATIONS MADE BY CONTRACTOR

By executing this Contract, CONTRACTOR certifies recurrent and continued compliance with each condition listed in this ARTICLE XI. CONTRACTOR's certification of compliance with each of these conditions is considered material representations of fact upon which ODJFS relied upon in entering into this Contract.

- A. If at any time CONTRACTOR is not in compliance with the conditions certified and affirmed in this ARTICLE XI, Section A, ODJFS will consider the contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds paid by the State of Ohio for work performed before CONTRACTOR was notified that the Contract was considered *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery of the funds paid.
1. CONTRACTOR certifies that neither CONTRACTOR, nor any principal of CONTRACTOR is presently 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, 45 CFR Part 76, or other applicable statutes or regulations.
 2. CONTRACTOR certifies that CONTRACTOR is not on the list established by the Ohio Secretary of State, pursuant to ORC 121.23, which identifies CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
 3. CONTRACTOR certifies that CONTRACTOR is not 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.
 4. CONTRACTOR certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. If at any time during the contract period CONTRACTOR becomes disqualified from conducting business in Ohio for any reason, CONTRACTOR must immediately notify ODJFS of the disqualification, and immediately cease performance hereunder.
 5. CONTRACTOR certifies 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 certified in this ARTICLE XI, Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be subject to all provisions in the Contract pertaining to termination for any reason, except for termination at will or termination for loss of funding pursuant to ARTICLE V, , with all provisions as stated in ARTICLE V. 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 ARTICLE XI, Section B. Compensation will be calculated by ODJFS pursuant to ARTICLE V. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this ARTICLE XI, Section B, will be immediately repaid or the State of Ohio may commence an action to recover the paid funds.
1. CONTRACTOR affirms that it, its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with, or would compromise in any manner or degree, the discharge and fulfillment of CONTRACTOR's responsibilities under this Contract. CONTRACTOR agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest will immediately disclose his or her interest to ODJFS in writing. Thereafter, he or she will not participate in any action affecting the work under this Contract, unless ODJFS will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest will be sent to the Chief Legal Counsel of the Ohio Department of Job and Family Services at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
 2. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the

employee with respect to his or her duties. CONTRACTOR also agrees that it will not solicit an ODJFS employee to violate any ODJFS rule or policy relating to the conduct of contracting parties or to violate ORC sections 102.03, 102.04, 2921.42. CONTRACTOR affirms that it, its officers, members and employees are in compliance with ORC 102.04 and, that if CONTRACTOR is required to file a statement pursuant to ORC 102.04(D)(2), the statement has been filed with the ODJFS Chief Legal Counsel in addition to any other required filings.

3. 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. By executing this Contract, CONTRACTOR certifies that no party listed or described in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code who was actually in such a position at the time of the contribution, has made, as an individual, within the two previous calendar years, one or more contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the present Governor or to the Governor's campaign committee during any time he/she was a candidate for office. ORC 3517.13 (I) and (J) do not apply to professional associations organized under ORC Chapter 1785.
 5. No federal funds paid to CONTRACTOR through this or any other agreement with ODJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. CONTRACTOR further certifies compliance with all federal lobbying restrictions, including 13 USC 1352, 2 USC 1601, 29 CFR 93, and 45 CFR 93. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.
 6. CONTRACTOR is in compliance with the executive agency lobbying requirements of ORC sections 121.60 to 121.69.
 7. CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and the employees of CONTRACTOR meet child support obligations established under state or federal law. Further, by executing this Contract, CONTRACTOR certifies present and future compliance with any court or valid administrative order for the withholding of support that is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123.
 8. CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
 9. 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 regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that no CONTRACTOR officers, employees, members, and subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- C. If any of the information pertaining to ARTICLE XI, Sections A and B changes after the Contract has been signed CONTRACTOR is required to report such changes immediately to ODJFS in writing to the address listed for notice in ARTICLE IV, Section B.

ARTICLE XIII: 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 unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Contract impossible. Should the removal of such an unenforceable provision render the intended performance under this Contract difficult or nonsensical, but not impossible, the parties will negotiate in good faith replacement provision(s) in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

ARTICLE XIV: INCORPORATION BY REFERENCE

The Request for Proposal document and the Proposal (*i.e.*, the technical and cost proposals) of CONTRACTOR are hereby incorporated by reference. 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 be determinative of the obligations of the parties. In the event that the Contract is silent with respect to any inconsistency or ambiguity between the RFP and the Proposal, the RFP will be determinative in the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

In actual contract to selected vendor, signature page would follow here.

Ohio Adoption Loan Program
RFP#: JFS-R-1011-06-8073
ATTACHMENT E
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

Vendor/Applicant Name: _____

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RFP Section Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	Section 2.1, G.		
2	Vendor’s proposal includes all required affirmative statements, certifications, and attestations signed by the vendor’s responsible representative, as described in Attachments A and C to the RFP and has it been verified by ODJFS that the vendor does not have any findings against them?	Section 5.2.		
3	Included in those certifications, the vendor states 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.	Section 2.1, H.		
4	ODJFS’ review of the Auditor of State website verifies that the vendor is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	Section 2.1, H.		
5	Vendor’s proposal indicates a minimum of five (5) years experience in the field of financial management.	Section 2.1, A.		
6	Vendor’s proposal indicates a minimum of five (5) years experience processing loan applications and tracking repayment to include providing written reports.	Section 2.1, B.		
7	Vendor’s proposal indicates a minimum of five (5) years experience performing activities to include creating loan application forms, reviewing, granting, denying loan applications, loan repayment terms, procedures for collection of loan arrearages and any monetary penalties for loan arrearages or improper use of loan funds.	Section 2.1, C.		
8	Vendor’s proposal includes a photocopy of their certification of deposit insurance approval from the Federal Deposit Insurance Corporation (FDIC);	Section 2.1, D.		
9	Vendor’s proposal indicates a physical customer services locations operating in, at a minimum, 3 of the 5 Ohio major metropolitan areas (i.e., Cleveland, Columbus, Cincinnati, Toledo, Dayton, Youngstown).	Section 2.1, E.		
10	Vendor’s proposal provides a detailed description of their internal underwriting process.	Section 2.1, F.		
11	An initial cursory review indicates that the proposal is free from trade secret/proprietary information as specified/restricted in the RFP? (Initial review for compliance done in Phase I; final detailed assessment for compliance done in Phase II.)	Sections 2.2 & 5.2, C.		

PHASE II: Criteria for Scoring of Technical Proposal

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

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds 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 meet or exceed a total score of at least **288** points (a score which represents that it “meets” all the evaluation criteria) out of a maximum of **380** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
VENDOR EXPERIENCE AND QUALIFICATIONS							
VENDOR EXPERIENCE, CHARACTERISTICS & CAPABILITIES							
1	The vendor has demonstrated adequate geographic coverage by identifying, by county and local community (city, township, etc.) to meet program needs, each currently operating customer service outlet where potential applicants could obtain information on the adoption loan process and submit a loan application.	Section 2.2, A.	3				
2	The vendor has indicated the general hours (days and times) of operation for customer service to potential loan applicants., and their operating hours would meet program needs.	Section 2.2, B.	1				
3	The vendor has provided its average processing time for non-business loan applications, and this processing time is appropriate for meeting program needs.	Section 2.2, C.	1				
4	The vendor has identified, by position and by name, appropriately qualified staff members considered key to the project's success (at minimum, key staff identified must include one specified project manager who would oversee the adoption loan program operations).	Section 2.2, D.	1				
5	The vendor has included resume(s), describing the education, experience, and list of applicable professional accomplishments of the Project Manager and any other key personnel for this project (including subcontractors), and has specifically demonstrated appropriate qualifications and experience of the key staff expected to work on the project.	Section 2.2, E.	1				
6	The vendor has identified key staff with at least a Bachelors degree in business, finance, or related field.	Section 2.2., F.	1				
SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES							
7	The vendor has described a process to determine if prospective adoptive parents' programmatic eligibility to receive a loan using the three requirements listed in Section 3.1, A. 1. through 2. of the RFP.	Section 3.1, A. 1. and 2.	2				
8	The vendor has addressed the financial institution requirements prospective adoptive parents must also meet to obtain a state adoptive assistance loan.	Section 3.1, A., 3.	2				
9	The vendor has indicated how they would process the loan and loan repayment to the prospective adoptive parent.	Section 3.1., B.	2				
10	The vendor has described a process to collect the repayment of the loan.	Section 3.1., C.	2				
11	The vendor has described a process to track all loan program accounting activities, including, not limited to, arrearages, monetary penalties and interest.	Section 3.1., D.	3				
12	The vendor has indicated a process to provide monthly, quarterly, annual written reports (in both paper and electronic format such as via CD-ROM, or other electronic medium as agreed to by ODJFS) to identify the number of applicants, the number of applicants approved, the number of applicants denied and why, the amount of each approved loan, the amount of repayments and fund balance, and any other reports requested by ODJFS.	Section 3.1., E.	3				
13	The vendor has provided a written process of how the adoption loans will be prioritized for Ohio's Special Needs Children.	Section 3.1., F.	3				
14	All interest the adoption loan fund deposit earns will be credited back into the fund.	Section 3.1., G.	1				
ADMINISTRATIVE STRUCTURES							
15	The vendor has provide an appropriate timeline for the successful management of the proposed project.	Section 3.3., A.	2				
ITEM #	EVALUATION CRITERIA	RFP SEC.	Weighting	Doesn't Meet	Partially Meets	Meets	Exceeds

		REF.		0	6	8	10
16	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	Section 3.3., B.	1				
17	The vendor has provided a current organizational chart (including any subcontractors) of vendor staff that would be directly involved in this program, specifying the key management and administrative personnel who will be assigned to this project, and their roles, and this chart indicates appropriate assignment of staff for successful management of the project.	Section 3.3., C.	1				
18	The vendor has provided a table showing loan terms that will be offered to adoption program applicants who are granted a two-year rate loan under this program. These terms would be appropriate for the success of the project.	Section 3.3., D.	3				
19	The vendor has provided the interest rate the adoption loan fund will earn for the deposit.	Section 3.3., E.	2				
SELECTED VENDOR COMPENSATION STRUCTURE							
20	The vendor has provided compensation rates using the Cost Proposal Form provided as Attachment F. to this RFP that do not exceed \$50.00 per application processed (regardless of the decision to approve or deny the loan), up to \$25,000 per year, plus an amount equal to no more than ten percent (10%) of the monthly loan repayment actually collected, up to \$25,000 per year.	Section 3.4.	3				
TRADE SECRET INFORMATION							
21	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not be considered for award of the contract.]	Sections 2.2 & 5.2, C.			YES	NO	
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
TOTAL SCORE:							

Based upon the Total Technical Score earned, will the vendor's proposal be considered for award of the contract? (Vendor's Grand Total Technical Score must be at least 288 points.)

Yes _____ No _____ (If "No," Vendor's Proposal will not be considered for award of the contract.)

PHASE III: Vendor's Cost Proposal

Does the vendor's Cost Proposal comply with Cost Proposal format requirements or pricing limits as stated in this RFP?

Yes _____ No _____ (If "No," Vendor's Proposal will be considered for award of the contract.)

The vendor's total proposed rates for compensation (even if the proposed total is \$0.00) = _____

Is this vendor's total proposed rate the lowest proposed? If yes, this cost proposed is awarded **100 Points**.

Is this vendor's total proposed rate the second lowest proposed? If yes, this cost proposal is awarded **50 points**.

Is this vendor's total proposed rate the third lowest proposed? If yes, this cost proposed is awarded **25 points**.

Is this vendor's total proposed rate higher than the third lowest proposed? If yes, this cost proposal is awarded zero points.

The vendor's grand total score is the sum of its technical quality score and its cost proposal score:

Vendor Name: _____

Technical quality Score = _____

Cost Proposal Score = _____

GRAND TOTAL SCORE = _____

**Ohio Adoption Loan Program
RFP#: JFS-R-1011-06-8073**

ATTACHMENT F. COST PROPOSAL FORM

Financial institutions (referred to on this form as vendors) are to complete this Cost Proposal Form with their proposed prices for program services as described in the RFP, and submit the completed form as their proposal Tab 5.

Vendors may **ONLY** propose payment in the format provided; no other fees, costs, or expenses will be considered. Proposed compensation for all work described in the RFP must be included in pricing described on this form, as either a per-processed-application price (Item 1, below) or a percentage of collected adoption loan repayments (Item 2).

Item 1. - Vendors are to propose their per-application price that would be charged to ODJFS for each adoption program loan application processed (regardless of the decision to approve or deny the loan). This proposed cost **MAY NOT EXCEED** \$50.00 (Fifty dollars).

Item 2. - Vendors are to propose a percentage of the monthly adoption loan repayments actually collected that they would charge ODJFS for compensation of work described in the RFP. This proposed percentage **MAY NOT EXCEED** ten percent (10%) of collected adoption loan repayments.

Vendors may, at their discretion, propose rates below these stated maximums, and may propose **NO** compensation for either or both items. However, vendors seeking rates in excess of these maximums will be disqualified.

Vendor Name: _____

Item 1. VENDOR'S PROPOSED PRICE PER PROCESSED LOAN APPLICATION: \$ _____

Item 2. PROPOSED PERCENTAGE OF MONTHLY LOAN REPAYMENTS COLLECTED: _____ %

As described in RFP Section 6.1, C., the grand total amount of the cost proposal from each vendor that passes Phase II scoring will be used in the vendor selection process. **For proposal scoring and vendor selection purposes only**, ODJFS will calculate this "grand total" by adding the vendor's proposed price for processing 150 loan applications (the Item 1. price multiplied by 150) PLUS the amount that would be paid for the collection of \$450,000.00 in loan repayments (*i.e.*, the Item 2. percentage of \$450,000.00).

Grand Total Formula:

(Item 1. proposed price X 150) + (Item 2. proposed % of \$450,000.00 in repayments) = \$ _____

- | | |
|--|--|
| Does this grand total represent the lowest proposed cost? | YES NO (If yes, cost proposed is awarded 100 Points.) |
| Does it represent the second lowest proposed cost? | YES NO (If yes, cost proposed is awarded 50 Points.) |
| Does it represent the third lowest proposed cost? | YES NO (If yes, cost proposed is awarded 25 points) |
| Does it represent the fourth or higher lowest proposed cost? | YES NO (If yes, cost proposed is awarded NO points) |

IMPORTANT: This "grand total" amount is meaningful ONLY for this vendor selection process and does not represent an actual payment to be made. The compensation structure for the selected financial institution is described in Section 3.4 of the RFP, and will be based on the actual number of adoption loan applications processed and the actual amount collected in adoption loan repayments per month.

Appendix A. SAMPLE LOAN TERMS TABLE
Type of Loan = Two Year Fixed

Credit Score Range (FICO)	APR	Loan Amount	Monthly Payment
(score)-(score)	X.xx%	2,000.00	\$XXX.xx
(score)-(score)	X.xx%	3,000.00	\$XXX.xx
(score)-(score)	X.xx%	3,000.00	\$XXX.xx
(score)-(score)	X.xx%	2,000.00	\$XXX.xx
(score)-(score)	X.xx%	3,000.00	\$XXX.xx
(score)-(score)	X.xx%	3,000.00	\$XXX.xx

Vendors are to provide a similar table showing loan terms that will be offered to adoption program applicants, as required in Section 3.3, D. The table is to be submitted in the proposal in Tab. 4.