



Department of  
Job and Family Services

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

January 16, 2013

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Proposal (RFP) number: JFS-R-1213-15-8040, Ohio Workforce Development (OWD) Customized Employment Training & Technical Assistance Services, to procure a vendor that will provide expert customized employment (CE) training and technical assistance services in support of Ohio's Disability Employment Initiative (DEI) project funded by the United States Department of Labor (DOL). DEI is intended to improve the education, training, employment opportunities and outcomes for persons with disabilities who are unemployed, underemployed, and/or receiving Social Security disability benefits.

ODJFS is seeking one vendor to provide CE consultation and training services to help build the capacities of One-Stop employment services centers to provide CE services in three local Workforce Investment Act (WIA) areas (Areas) selected to pilot the Ohio DEI project. The three pilot Areas include: Area 1 (Adams, Brown, Scioto, and Pike Counties), Area 3 (Cuyahoga County), and Area 9 (Lucas County).

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

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

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

Sincerely,

Signature On File

Jay Easterling  
Deputy Director  
Contracts and Acquisitions

30 East Broad Street  
Columbus, Ohio 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

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# ***Customized Employment Training & Technical Assistance Services***

**RFP: JFS-R-1213-15-8040**

**Ohio Department of Job and Family Services**

**January 17, 2013**

**Customized Employment Training & Technical Assistance Services RFP**

**RFP: JFS-R-1213-15-8040**

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**ODJFS REQUEST FOR PROPOSALS (RFP):  
Customized Employment Training & Technical Assistance Services  
RFP: JFS-R-1213-15-8040**

**SECTION I.           GENERAL PURPOSE**

**1.1    Purpose**

The Ohio Department of Job and Family Services (ODJFS) Office of Workforce Development (OWD) releases this Request for Proposals (RFP) to procure a vendor that will provide expert customized employment (CE) training and technical assistance services in support of Ohio's Disability Employment Initiative (DEI) project funded by the United States Department of Labor (DOL). DEI is intended to improve the education, training, employment opportunities and outcomes for persons with disabilities who are unemployed, underemployed, and/or receiving Social Security disability benefits.

ODJFS is seeking one vendor to provide CE consultation and training services to help build the capacities of One-Stop employment service centers to provide CE services in three local Workforce Investment Act (WIA) areas (Areas) selected to pilot the Ohio DEI project. The three pilot Areas include: Area 1 (Adams, Brown, Scioto, and Pike Counties), Area 3 (Cuyahoga County), and Area 9 (Lucas County).

Under the contract, the vendor selected as a result of this RFP will provide technical assistance to the Areas' Disability Resource Coordinators (DRCs), CE service providers, and partners in the assessment of the internal and external capacities of the Areas to deliver CE services; in the development of strategic plans for each Area to implement and sustain CE services; and in the development of outreach plans and related materials for job seekers with disabilities, their families, providers, and employers. The selected vendor will also provide ongoing consultation to the Areas in the delivery of CE services; will provide training services to One-Stop staff members, partners, and collaborators on CE-related topics; and will complete a final report that includes an assessment of the Areas' capacities to provide CE services and recommendations for improvements and sustainability of the CE component.

ODJFS will only accept proposals from vendors who demonstrate their capability of providing services as described in this RFP. For the purpose of this RFP, the term "vendor" shall be defined as a firm, business, or organization interested in this opportunity. The terms "bid" and "proposal" may be used interchangeably to indicate materials submitted to ODJFS by a vendor in order to be considered for award of a contract for services described in this RFP. The terms "contractor" and "selected vendor" may be used interchangeably in reference to a vendor selected by ODJFS through this RFP for contract award.

## 1.2 **Background**

In October 2011, Ohio was awarded a three-year DEI grant from the DOL to implement strategic service delivery components for the improvement of education, training and employment opportunities and outcomes for adults with disabilities who are unemployed, underemployed and/or receiving Social Security disability benefits. Grant funds are authorized by the Wagner-Peyser Act and the Workforce Investment Act (WIA) under Catalog of Federal Domestic Assistance (CFDA) numbers 17.207 and 17.258, respectively.

DEI projects are designed to build upon the best practices from DOL's previously-funded "Disability Program Navigator" (DPN) Initiative and the "Customized Employment" demonstration projects. CE is defined by the DOL's Office of Disability Employment Policy (ODEP) as a "flexible process designed to personalize the employment relationship between a job candidate and an employer in a way that meets the needs of both. It is based on an individualized match between the strengths, conditions, and interests of a job candidate and the identified business needs of an employer." CE models generally include the following components:

1. **Discovery:** Gathering information from the job seeker and the local CE service provider to determine the job seeker's interests, skills, and preferences related to potential employment that guide the development of a customized job.
2. **Job Search Planning:** Using the information learned about a job seeker through the Discovery assessment process to develop a plan for meaningful employment, determine a list of potential employers, and conduct an analysis of benefits.
3. **Job Development and Negotiation:** Working collaboratively with the job seeker and the employer to negotiate a customized job; the provision of supports; and the terms of employment that will match the job seeker's interests, skills, conditions necessary for success, and specific contributions to fill the unmet needs of an employer.
4. **Post-Employment Support:** Setting up ongoing post-employment supports and monitoring the employment relationship to ensure satisfaction of both the employee and the employer.

CE is primarily used to help job seekers with complex needs to achieve their desired employment outcome through the use of task assignment, job carving, job sharing, and self-employment. It provides an avenue to employment for any job seeker who feels that traditional job search methods do not meet their needs.

In addition to the CE strategy, Ohio's DEI project includes the following service delivery strategies: integrated resource teams (IRTs); integration of multiple partner funds and resources; asset development strategies; and partnerships and collaborations. Designated One-Stop Centers in the pilot Areas will provide CE services to ten individuals with complex needs during each year of the project.

IRTs bring together public and private-sector representatives at the local One-Stop community level to improve communication and collaboration that results in enhanced coordination of services and supports for a job seeker with a disability.

DRCs located in the pilot Area One-Stops use the IRTs to identify individuals for CE and connect them to CE service providers.

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

The selected vendor will provide technical assistance to the Areas' DRCs, CE providers, and partners in the assessment of the internal and external capacities of the Areas' to deliver CE services; in the development of strategic plans for each Area to implement and sustain CE services; and in the development of outreach plans and related materials for job seekers with disabilities, their families, providers, and employers. The vendor will also provide ongoing consultation to the Areas in the delivery of CE services and will provide training services to One-Stop staff members, partners, and collaborators on CE-related topics.

The selected vendor will be required to submit a final detailed plan for the completion of the deliverables listed in Section 4.4 of this RFP to the ODJFS Contract Manager for approval no later than thirty (30) days after the issuance of an approved State of Ohio Purchase Order (PO).

Additional responsibilities for the selected vendor include the submission of monthly progress reports and a final report that includes an assessment of the Areas' capacities to provide CE services and recommendations for improvements and sustainability of the CE component.

The selected vendor will also be required to cooperate with DOL's DEI project evaluator and to participate in DEI project evaluation activities as requested.

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

The key objective of this project is to improve the employment outcomes for individuals with disabilities who have complex needs by building the capacities of the pilot Area One-Stop Centers to better serve this population. The selected vendor will support this objective through the activities described below.

- A. Training pilot Areas' One-Stop staff, partners, and collaborators on CE service delivery components.
- B. Providing technical assistance services to pilot Areas' DRCs, CE service providers, and partners in:
  - 1. the assessment of each pilot Area's capacity to deliver CE services relative to local resources, internal and external barriers, and opportunities;
  - 2. each pilot Area's development of a strategic action plan based upon the assessment that includes the use of IRTs for the delivery of CE services through the Areas' One-Stop Centers;
  - 3. consultation with pilot Areas in the development of outreach plans and materials to inform potential job seekers with disabilities, their families, providers, and employers of the benefits of CE services; and,

4. ongoing consultation to the pilot Areas in the delivery of CE services.

- C. Developing a final report that describes the status of each pilot Area in the implementation of their strategic action plans to improve their capacities to provide CE services. The report must also include recommendations for improvements and sustainability of the CE services.

### 1.5 Time Frames & Funding Source

The contractor selected for a contract award through this RFP will perform services as described in Section 4.1 of this RFP. The initial contract period is anticipated to begin in May, 2013 and end June 30, 2013, subject to the approval of the State Controlling Board. Funding has been made available by the federal Office of Employment and Training Administration as part of the Disability Employment Initiative.

## SECTION II. PROCUREMENT PROCESS INFORMATION

### 2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
January 17, 2013	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
January 31, 2013	Vendor Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
February 8, 2013	ODJFS provides final answers to vendor questions. (estimated)
<b>February 25, 2013</b>	<b>Deadline for vendors to submit proposals to ODJFS (3 p.m.).</b> - This is the beginning the ODJFS process of proposal review. <b>LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.</b>
March 1, 2013	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
April 22, 2013	Controlling Board review of contract ( <i>estimated—if applicable</i> ). -Contract with the selected vendor may require review and approval
May 1, 2013	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.
July 1, 2013	Possible contract renewal period**.
September 30, 2014	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 selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the P.O. approval date. The ODJFS Contract Manager will notify the selected vendor when the requirements of ORC Section 126.07 have been met.

\* \* Subject to approval by the Controlling Board, the contract period is expected to run from approximately May, 2013 through June 30, 2013, with the possibility for a renewal contract that will be in effect from July 1, 2013 through September 30, 2014, and will be contingent upon satisfactory performance, continued availability of funding, and all required approvals.

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

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

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov//>**
- \* **Select "About Us" on the front page;**
- \* **Select "Doing Business with ODJFS;"**
- \* **Select "Requests for Proposals, Letterhead Solicitations, and Other Invitations;"**
- \* **Select RFP Number JFSR1213158040;**
- \* **Click the "Submit an Inquiry" Button to ask a question about the RFP; and,**
- \* **Follow the instructions to send an e-mail question.**

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

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

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for equal access for all interested parties. Vendors' questions shall only be answered inside this forum. Clarifying questions asked and ODJFS responses to them comprise the "ODJFS Question &

Answer Document” for this RFP. **ODJFS reserves the right to determine when to provide answers (i.e., whether questions were received or after the closing of the Question & Answer Period) to vendor questions.**

Vendor proposals in response to this RFP are to take into account any information communicated by ODJFS in the Final Question & Answer Document for the RFP. **It is the responsibility of all 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 Question & Answer Document will be clearly identified on the website dedicated to this RFP, **once that document is made available.**

IMPORTANT: Requests from vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored. 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 Question & Answer process, ODJFS will use its discretion in deciding whether to provide answers.

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

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

### **2.3 Communication Prohibitions**

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

The only exceptions to this prohibition are as follows:

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

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

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

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

## **2.4 Program Resource Library**

ODJFS recognizes that vendors might be interested in more details on the programs referred to in this RFP and DOL-funded initiatives. The following sites provide additional information on key programs and initiatives:

### **Customized Employment**

<http://www.dol.gov/odep/topics/CustomizedEmployment.htm>

<http://www.dol.gov/odep/categories/workforce/CustomizedEmployment/deliverables/index.htm>

<http://www.t-tap.org/>

### **Disability Employment Initiative**

<http://dei-ideas.org/>

<http://www.dol.gov/odep/topics/DEI.htm>

### **Disability Program Navigator**

[http://www.doleta.gov/disability/new\\_dpn\\_grants.cfm](http://www.doleta.gov/disability/new_dpn_grants.cfm)

### **National Center on Workforce and Disability /Adult**

[http://www.onestops.info/article.php?article\\_id=419](http://www.onestops.info/article.php?article_id=419)

In addition to the resources listed above, a wide variety of information on ODJFS and its programs, which vendors may find useful, is available to the public via the ODJFS website at <http://jfs.ohio.gov/>.

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

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

### **3.1 Mandatory Vendor Qualifications**

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors, vendor's staff and/or the vendor's subcontractor(s) or subcontractor's staff **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. At least two (2) years experience in the provision of consultation and training services on individualized services for individuals with complex needs to staff of entities that provide employment or related services.
- B. Letters of support from, at minimum, three different entities (excluding ODJFS) that can attest to the vendor's or the vendor's subcontractor's success in the performance of services similar to those described in this RFP within the past three years. Each reference must, at a minimum, include:
  1. Entity name and address;
  2. Contact person and phone number;
  3. Project/program name and dates of employment/engagement; and,
  4. Description of the services provided by the vendor or the vendor's subcontractor that relates to the work described in this RFP.

Note: Multiple contacts for services performed by the vendor for the same project will not be considered as separate references. The proposal will list the specific qualification that each reference can confirm.

**Vendors that do not meet ALL the above experience and qualifications will be disqualified from further consideration for contract award. Additionally, the Technical Proposal Score Sheet (Attachment C.) identifies other mandatory criteria, all of which must be met in Phase I for the proposal to be accepted for full detailed scoring.**

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

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

- A. A description of the vendor's organization, including background information for the vendor and any subcontractors and describing any prior experience in the provision of training, technical assistance, and the delivery of services to individuals with disabilities. The description should also include historical and current data on the vendor's size, organizational structure, and whether the vendor is local, regional or national in scope.
- B. Samples of at least one, but no more than three, one-page summaries of projects completed by vendor or vendor's subcontractor in the past three years that demonstrate successful experience in the provision of training and technical assistance to staff who provide services to persons with disabilities and/or in the delivery of customized services to individuals with complex needs.
- C. At least two (2) years experience in the provision of consultation and training services on individualized services for individuals with complex needs to staff of entities that provide employment or related services.
- D. Knowledge of Ohio's One-Stop service delivery system and structure—including local One-Stop operations and activities—demonstrated through a description of past activities or projects that involved local WIA areas or through a brief description of Ohio's One-Stop service delivery system.

Note: Verification of References/Experience - Part of this proposal evaluation process includes verification of vendor experience. If ODJFS determines that any of the references/experience provided cannot be verified, or if information obtained during the course of that verification process negates the responsiveness of a vendor's proposal, ODJFS may disqualify a vendor's proposal.

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

- A. The vendor's proposal must identify, by position and by name, that vendor's staff and/or that vendor's subcontractor staff who will be key to the project's success. Proposals must demonstrate that these staff members have the appropriate educational background, skills, and/or experience to fulfill those roles. At minimum, the key staff identified must include a program manager, trainer(s), and project specialist, as described below.

1. **Program Manager:** An individual with a minimum of (a) three years experience in project management **and** (b) a bachelor's degree in business administration, public administration, social sciences or other related fields.
  2. **Trainers:** Individuals who have a minimum of three years experience in the provision of training and consultation to staff of organizations that provide employment or other services to individuals with disabilities. The training and consultation should include experience in the customization of services for individuals with complex needs or should demonstrate that the trainers have experience in the direct delivery of customized services to individuals with complex needs. Familiarity with ODEP's CE concepts should also be demonstrated.
  3. **Project Specialist:** Individual who has a minimum of three years experience in the development and/or delivery of services for individuals with disabilities and/or for organizations that serve individuals with disabilities. Preferably, the individual has an applicable certification or other recognized credential that demonstrates the individual's knowledge and expertise in the delivery of services to individuals with disabilities. The individual should also be knowledgeable of ODEP's CE concepts.
  4. **Other Key Staff:** Any additional staff of the vendor or of the vendor's subcontractor who will be key to the project's success. Proposals must include a description of the relevant education and experience of the individuals, an explanation of the roles and responsibilities they will fill, and a description of how they will be beneficial to the objectives of the CE component.
- B.** Include resume(s) of key staff and any subcontractors' staff expected to work on the project. Proposals lacking the appropriate education and experience will be disqualified from consideration.

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

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

Vendors are to view this section's description of the scope of work and deliverables that will be required of the selected vendor as their underlying frame work for vendors' proposals. Proposals will be evaluated by ODJFS on how well and how fully their proposals indicate they will perform the work and deliverables, and on how effectively and efficiently the proposed approach meets the RFP's objectives and serves Ohio's needs. The selected vendor will be responsible for the deliverables as described in Section 4.1 including all preparatory and intervening steps, whether or not ODJFS has

explicitly specified or delineated them within the RFP, and therefore vendors must fully and appropriately plan and cost out their proposed projects accordingly.

#### **4.1 Scope of Work**

CE has been proven to be a viable option for the improvement of employment outcomes for individuals with disabilities who have complex needs. While WIA requires One-Stop Centers to serve the universal customer, oftentimes the One-Stops do not have the capacity to serve individuals with complex needs. The DEI grant provides the opportunity for the pilot Areas to build the capacities of their respective One-Stop Centers to better serve individuals with complex needs through the delivery of CE services.

In order to build the capacities of the pilot areas' One-Stop Centers to provide CE services, the selected vendor will:

- A. Provide training to One-Stop staff, partners, and collaborators to educate them about CE service components.
- B. Provide technical assistance to the pilot Areas' staff DRCs, CE service providers, and partners.
- C. Prepare a final report that describes the status of each pilot Area in the implementation of their strategic action plans to improve their capacities to provide CE services. The report must also include recommendations for improvements and sustainability of the CE services.

#### **4.2 Number of Trainees**

The selected contractor will provide training services to ODJFS, the three pilot WIA Areas, and related parties, but will not be directly involved with program participants.

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

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

- A. State the key objectives of the proposed project. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFP. The purpose is for the vendor to demonstrate a clear understanding of what ODJFS plans to accomplish through the work of the selected vendor].
- B. Provide a description of the procedures that will be utilized to monitor the activities and expenditures of the vendor's staff and any subcontractor's staff in the performance of work related to the Ohio DEI CE training and technical assistance services described herein.
- C. Provide a current organizational chart (including any subcontractors) that specifies the key management and administrative personnel who will be assigned to this project and the projected number of hours for each staff member who will perform work under the contract.

The percentage of time for the Project Manager, Project Specialist, and any other staff involved in the administration of the project should be specified.

#### **4.4 Specifications of Deliverables**

The selected vendor will work with the ODJFS Contract Manager to identify specific tasks that will be involved in the completion of the deliverables described herein and to establish timeframes for the completion of the identified tasks. The ODJFS Contract Manager may adjust the timeframes if necessary throughout the contract period. Deliverables to be provided under the resulting contract will include, but may not be limited to:

**A. Detailed Project Plan:** To be developed by the selected vendor after consultation with the ODJFS Contract Manager to identify specific tasks and to establish timeframes for the completion of each task and must be submitted to the ODJFS Contract Manager for approval no later than thirty-days (30) days after the approval date of the State of Ohio Purchase Order (PO) that will be issued pursuant to ORC 126.07 after the contract with the selected vendor has been executed. The Project Plan must clearly describe each task, its dependencies, and its components, as well as the projected timeframe for its completion. In addition, the Project Plan must include the projected dates that the following items will be submitted to the ODJFS Contract Manager for approval:

1. The strategic action planning process.
2. The training curricula the selected vendor will use to train pilot Area One-Stop staff, partners, and collaborators.
3. The quarterly CE training schedule.
4. The outreach plan and related materials.
5. The final report.

**B. CE Training Services:** The delivery of quarterly trainings to One-Stop staff, partners, and collaborators in each of the three (3) pilot Areas to occur either in person, or via webinar or video conferences as scheduled by the selected vendor in cooperation with the ODJFS Contract Manager. The trainings will include:

1. Curricula on CE topics that should include, but will not be limited to:
  - a. Introductory session on CE components that will include:
    - (i) Discovery
    - (ii) Job Search Planning



(iii) Job Development and Negotiation

(iv) Post-Employment Support

- b. Role and effective use of IRTs in the CE services process
  - c. Participant outreach
  - d. Screening participants for CE services
  - e. Employer outreach and negotiation.
2. Assessment of training outcomes via pre- and post- tests.
  3. Written evaluation of the training outcomes and overall effectiveness of the trainings.

**C. Technical Assistance Services:** Will be provided to DRC's, local CE service providers, and partners in each pilot Area on:

1. The assessment of the current capacity of each Area's One-Stop Center to deliver CE services in consideration of local resources, internal and external barriers, and opportunities.
2. Each Area's development of a strategic action plan for the delivery and sustainability of CE services through the One-Stop Centers that will be based on the assessment and will include the use of IRTs.
3. Each Area's development of outreach plans and its development or selection of outreach materials to promote the benefits of CE services to potential job seekers with disabilities and their families, to providers, and to employers.
4. Each Area's delivery of CE services through the One-Stop Center during the contract period.

**D. Participation in National DEI Evaluation:** As a condition of the DEI grant award, ODJFS and the pilot Areas are required to cooperate with the DOL's third-party evaluator and to participate in DEI evaluation activities. The selected vendor will also be required to cooperate with the DEI evaluator and may be subject to interview or survey by the DEI evaluator during the contract period.

**E. Monthly Reports:** By the 15<sup>th</sup> of each month during the contract period, the selected vendor will submit a progress and activity report to the ODJFS Contract Manager. Each monthly report will include:

1. A summary of the activities conducted during the previous month;
2. Documentation of accomplishments;
3. Specific deliverables produced;
4. Any management issues;
5. Summary of hours worked;
6. An assessment of progress toward completion of deliverables; and
7. Planned activities for the following month.

**F. Final Report:** No later than thirty (30) days from the end of the contract period (and the renewal period, if applicable), the selected vendor will submit a final report of the status of each pilot Area with respect to the strategic actions taken to build their respective capacities to provide CE services through their One-Stop Centers. The final report will include:

1. Summary of the assessment and outcomes of the trainings provided to pilot Area One-Stop staff, partners, and collaborators on CE;
2. Summary of the pilot Areas' respective CE needs assessments and the status of each Area's strategic action plan to sustain CE service delivery through their respective One-Stop Centers;
3. Summary of the technical assistance provided to each pilot Area on the development of outreach plans and the development or selection of outreach materials; and
4. Overall recommendations for improvements and sustainability of the CE services within the pilot Areas' respective One-Stop Centers.

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

- A. All vendors must use Attachment D., Cost Proposal Form to define costs for this work. The budget must include costs for the entire project period—including the State Fiscal Year 2013 contract period from approximately May 1, 2013, through June 30, 2013, and the possible renewal period that begins July 1, 2013, and ends September 30, 2014.
- B. All expenditures must be allowable under federal and state guidelines.
- C. Compensation will be made on a monthly basis in accordance with the approved cost proposal. The contractor must submit valid invoices to ODJFS within ten (10) business days after the last business day of the previous month.

**SECTION V. PROPOSAL FORMAT & SUBMISSION**

**5.1 Proposal Submission Information**

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

- **Five (5) paper copies (one (1) signed original and four (4) copies) and one CD-ROM copy of the Technical Proposal;**

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

**AND**

- in a sealed, separate envelope, **three (3) paper copies (one signed original and two copies) and one CD-ROM copy of the Cost Proposal.**

The vendor's total proposal submission (both the technical and cost proposals in all required copies) must be received by ODJFS, complete, no later than 3:00 p.m. on Tuesday, February 19, 2013. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

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

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

Along with the technical proposal, the vendor must submit the cost proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR CUSTOMIZED EMPLOYMENT TRAINING AND TECHNICAL ASSISTANCE SERVICES, RFP: JFSR1213158040 SUBMITTED BY [VENDOR'S NAME HERE]."**

The CD-ROM containing the cost proposal must be submitted in the sealed envelope containing the hardcopy cost proposal.

Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The CDs may be used in the formal proposal review processes, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests. 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 or hand delivery by the above date and time. Materials received separately from a vendor's proposal submission (*e.g.*, letters of recommendation from past customers of the vendor's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be considered. ODJFS will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline date and time. **ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above.** No confirmation of mailed proposals can be provided.

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for any security procedures at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31<sup>st</sup> Floor. All proposals must be received **no later than the specified deadline, both time and date**, by the Office of Contracts and Acquisitions (OCA), on the 31<sup>st</sup> 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 C. of this RFP. **Vendors are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

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

Vendors must organize their technical proposals in the following order:

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

**Tab 2** Vendor Experience & Qualifications

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

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

**Sub-Tab 2c.** Staff Experience and Capabilities (Section 3.3, A and B)

**Tab 3** Specifications of Deliverables, Section 4.4

**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

**Tab 4** Administrative Structures—Proposed Work Plan, Section 4.3

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

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

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

**Tab 5** Vendor Attachments or Appendices

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

**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.

**IMPORTANT:** Any vendor technical proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which ODJFS might find indicative of the relative cost or economy of the proposed project. However, information on the assets, value, or historical business volume of the vendor is NOT prohibited cost information, and MAY be included in any vendor's technical proposal. Any prohibited cost information may only be submitted with the separate, sealed project budget/cost proposal. The technical proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not

specifically identified by ODJFS as a required component of the separate, sealed project budget/cost proposal. Should a vendor feel it is important to include any documents containing such prohibited cost information in the technical proposal, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS.

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

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

Attachment A.—Section II. -- Standard Affirmation and Disclosure Form: Banning the Expenditure of Public Funds on Offshore Services: This form must be completed and signed by every vendor, applicant, grantee, or bidder 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. **Failure by a vendor to complete, sign, and return the Standard Affirmation and Disclosure Form with its proposal will result in the proposal being rejected as non-responsive and disqualified from further consideration.**

The signed originals of the above referenced forms (RFP Attachment A., Sections I and II.) are to be provided in the vendor’s original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment as required by Section 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.23, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab 1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor’s presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

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

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

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

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

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

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

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

## 3. (Tab 3) Specification of Deliverables

This section should describe in detail how the vendor proposes to perform each task of the scope of work identified in Section 4.3, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.4 behind separate sub-tabs as described above.

## 4. (Tab 4) Administrative Structures—Proposed Work Plan Component Summary

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

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

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

## C. Cost Proposal

**Three (3) (one signed original and two copies) paper copies of the cost proposal must be submitted in a separate, sealed envelope labeled: "NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR CUSTOMIZED EMPLOYMENT TRAINING AND TECHNICAL ASSISTANCE SERVICES, RFP: JFS-R-1213-15-8040 SUBMITTED BY [VENDOR'S NAME HERE]."**

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

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

Vendors are to use the format in Attachment D., Cost Proposal Form, to submit their cost proposal for SFYs 13, 14 (etc.) At the vendor's discretion, additional documentation may also be included with the completed Attachment D., as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the cost proposal form.

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

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

- Any vendor's technical proposal found to contain any prohibited cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed cost proposal. The technical proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed cost proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.



- Any sensitive personal information on vendor or subcontract 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 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' OWD, and their designees. Vendors should not assume that the PRT 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.

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

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

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

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

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

Any proposal that does not meet the minimum required technical proposal score as defined in Attachment C. will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. **Please refer to Attachment C., Technical Proposal Score Sheet, for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

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

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

The cost proposal will be reviewed by ODJFS. The grand total of each technically qualified vendor's cost proposal is divided by that vendor's final technical proposal score. This compares the cost with the quality of the technical proposal, which will provide an average cost-per-quality point earned on the technical proposal. The proposal offering the lowest cost-per-quality point would be recommended for contract award.

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

**6.2 Review Process Caveats**

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

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

Should ODJFS determine a need to interview 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, above. Such scored results may be added to those vendors' proposal scores, or will replace certain criteria scores, at ODJFS' discretion. ODJFS will consistently apply the standards to score the interviews and the method used to consider the results of the interviews 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 ODJFS Director the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP.

### **6.4 Tie Breaker**

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

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 Protests**

Any 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 vendor 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 Contracts and Acquisitions, within the following periods:
  - 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. on the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
  
  - 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the ***eighth (8<sup>th</sup>)*** calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.

- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department’s procurement system. An untimely protest is one received by ODJFS’ Office of Contracts and Acquisitions after the time periods set forth in Item 2. of this section.
  
- D. All protests must be filed at the following location:  
  
Deputy Director  
ODJFS Office of Contracts and Acquisitions  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215-3414
  
- 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 who would have been awarded the contract shall be notified of the receipt of the protest.
  
- F. ODJFS’ Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether the protest will be considered.

**7.2 Caveats**

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

**SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS**

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

**8.1 State Contracts**

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

## 8.2 Interview

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

## 8.3 Start Work Date

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

## 8.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section 8.2, above).

## 8.5 Trade Secrets Prohibition; Public Information Disclaimer

**Vendors are prohibited from including any trade secret information** as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RFP, Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all proposals or similar responses to any ODJFS RFP / RLB, or other procurement document voluntarily submitted to be free of trade secrets, and such proposals if opened by ODJFS may, in their entirety, be made a part of the public record. This RFP and, after the announced selection of a vendor for award (or after other definitive conclusion to this competitive opportunity), any proposals received in response to it that are opened, reviewed and considered by ODJFS may be deemed to be public records pursuant to R.C. 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal, if opened, submitted by the selected vendor/applicant, and any attachments, addenda, appendices, or sample products.

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

## 8.6 Contractual Requirements

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

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

### **8.7 Travel Reimbursement**

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

### **8.8 Minority Business Enterprise**

ODJFS is required by Sections 125.081(B) and 123.151 of the ORC to award fifteen percent (15%) of its total eligible 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 read and understands the RFP, the nature of the work, and the requirements of the RFP; and
6. A copy of the Ohio MBE certificate.

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

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

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

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

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

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

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

**8.10 Public Release of Records**

Public release of any evaluation or monitoring reports funded under this agreement may be made only by ODJFS.

**8.11 Confidentiality**

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

**8.12 Key Personnel**

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

**8.13 Ethical & Conflict of Interest Requirements**

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

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

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



The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

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

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

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

#### **8.16 Proposal Clarifications**

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

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

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

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

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

#### **8.19 Mandatory Contract Performance Disclosure**

Each proposal must disclose whether the vendor's performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the project which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, vendor shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any

written or legal action that results from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims in response to this section will not automatically disqualify a vendor from consideration, at the sole discretion of ODJFS, such claims and a review of the background details may result in a rejection of the vendor's proposal. ODJFS will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the vendor's performance of the work, and the best interests of ODJFS.

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

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

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

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

#### **8.22 Vendor Selection Restriction**

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

#### **8.23 Ohio Presence Consideration**

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

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

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

**SECTION IX. ATTACHMENTS AND THEIR USES**

- A. **Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1*)**
- B. **ODJFS Model Contract (*For vendor reference purposes*)**
- C. **Technical Proposal Score Sheet (*For vendor self-evaluation purposes...do not submit*)**
- D. **Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, C.*)**

**SECTION X. APPENDICES AND THEIR USES**

No Appendices are needed for this RFP.

Thank you for your interest in this project.

# **Attachment A**

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

**Section I – Required Vendor Information**

**Section II - Location of Business Form**

Attachment A—Section I.

**REQUIRED VENDOR INFORMATION and CERTIFICATIONS**

**Purpose:** ODJFS requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal\bid. **Failure to provide such required information will result in your proposal’s immediate disqualification.**

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

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

**Vendors must provide all information**

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

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

**9. Mandatory Vendor Certifications:**

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

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

**AND**

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

**AND**

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

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

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

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

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:**

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

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

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

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

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

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

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

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

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

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

*Attach additional pages if needed*

**11. Vendor and Grantee Ethics Certification**

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

**15. I \_\_\_\_\_, (vendor representative in Item # 7) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in Sections 3.3, 5.2, D., 8.5, and 8.25 of the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information. The vendor affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in a public records request(s).**

**Attachment A—Section II.**

**Location of Business Form**

Pursuant to Governor’s Executive Order 2011-12K ([www.governor.ohio.gov](http://www.governor.ohio.gov)), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Job and Family Services:

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)



\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

**By signing below, I hereby certify and affirm** that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODJFS for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Address (Principal place of business)

\_\_\_\_\_  
Printed name of individual authorized  
to sign on behalf of entity

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

**ATTACHMENT B. to RFP  
MODEL ODJFS CONTRACT FOR SERVICES**

**C-1213-00-0000**

**RECITALS:**

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

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

**ARTICLE I. PURPOSE; DELIVERABLES**

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

**INSERT DELIVERABLES**

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

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

## ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2015, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

## ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT Dollars (\$TOTAL)**. ODJFS will pay an amount up to **SFY1 AMT Dollars (\$SFY 1)** for State Fiscal Year **SFY1** and up to **SFY2 AMT Dollars (\$SFY2)** for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

**It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Contract Manager for approval prior to submitting a claim for reimbursement under ARTICLE III, above.**

- B. Compensation will be paid pursuant to CONTRACTOR's accepted budget or cost proposal.

- C. CONTRACTOR will submit detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
  2. Contract number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
  5. Description of Deliverables performed during the billing period; and
  6. Receipt or other proof of cost (if applicable).
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
  2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
  3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Contract.

CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

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

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
  2. ODJFS discovers any illegal conduct by CONTRACTOR; or

3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section D, "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 D. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables;
  4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract; and
  5. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section G is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

**ARTICLE V. NOTICES**

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of the this Contract.
- D. All notices in accordance with Sections B and C of this ARTICLE will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

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

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of

Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.

- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is **INSERT RECORDS SCHEDULE**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODJFS, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (42 USC 1320d to 1320d-8) and the implementing regulations found at Title 45, Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

#### ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

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

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
  - 1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this Contract neither CONTRACTOR nor any of its principals:



- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
  - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
  3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
  2. **Fair Labor Standards and Employment Practices.**
    - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
    - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
    - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
    - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
  3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's



Executive Order 2011-03K pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

4. **Conflicts of Interest.**

- a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- b. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- c. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

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

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

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

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

9. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
10. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
11. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
- (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
- (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
- (3) The principal location of business for the contractor and all subcontractors.
- c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
- d. **TERMINATION, SANCTION, DAMAGES:** ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.
- In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
12. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance

Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

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

## ARTICLE X. CONSTRUCTION

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

In Actual Contract  
Signature Page Would Follow Here:

**ATTACHMENT C**  
**RFP#: JFS-R-1213-15-8040**  
**Technical Proposal Score Sheet**

**PHASE I: Initial Qualifying Criteria**

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	Y E S	N O
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1 5.2, C.		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed (in all required parts) by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2, B., 1.		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	8.18 / 8.19 8.20		
5	Has the vendor demonstrated at least two (2) years of experience in the provision of consultation and training services on individualized services for individuals with complex needs to staff of entities that provide employment or related services?	3.1., A.		
6	Has the vendor provided letters of support from, at minimum, three (3) different entities (excluding ODJFS) that can attest to the vendor’s or the vendor’s subcontractor’s success in the performance of services similar to those described in this RFP within the past three years? Each reference must, at a minimum, include:  1.Entity name and address; 2.Contact person and phone number; 3.Project/program name and dates of employment/engagement; and, 4.Description of the services provided by the vendor or the vendor’s subcontractor that relates to the work described in this RFP.	3.1, B.		
7	Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	5.2, D. 8.5		
8	Did the vendor 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?	3.3 5.2, D.		

**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 Workforce Development (OWD). 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

**Technical Performance Scoring Definitions:**

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

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

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

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **621** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **817** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>VENDOR QUALIFICATIONS</b>							
<b>MANDATORY VENDOR QUALIFICATIONS</b>							
9	Has the vendor demonstrated at least two (2) years of experience in the provision of consultation and training services on individualized services for individuals with complex needs to staff of entities that provide employment or related services?	3.1, A.	3				
10	Has the vendor provided letters of support from, at minimum, three (3) different entities (excluding ODJFS) that can attest to the vendor’s or the vendor’s subcontractor’s success in the performance of services similar to those described in this RFP within the past three years? Each reference must, at a minimum, include: 1. Entity name and address; 2. Contact person and phone number; 3. Project/program name and dates of employment / engagement; and, 4. Description of the services provided by the vendor or the vendor’s subcontractor that relates to the work described in this RFP.	3.1, B.	3				
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>							
11	Has the vendor provided a description of the vendor’s organization, including background information for the vendor and any subcontractors and describing any prior experience in the provision of training, technical assistance, and the delivery of services to individuals with disabilities. The description should also include historical and current data on the vendor’s size, organizational structure, and whether the vendor is local, regional or national in scope.	3.2, A.	3				
12	Has the vendor provided samples of at least one, but no more than three, one-page summaries of projects completed by vendor or vendor’s subcontractor in the past three years that demonstrate successful experience in the provision of training and technical assistance to staff who provide services to persons with disabilities and/or in the delivery of customized services to individuals with complex needs.	3.2, B.	3				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet	Partially Meets	Meets	Exceeds
				0	6	8	10
13	The vendor provided at least two (2) years experience in the provision of consultation and training services on individualized services for individuals with complex needs to staff of entities that provide employment or related services?	3.2, C.	3				
14	The vendor provided information confirming their knowledge of Ohio's One-Stop service delivery system and structure—including local One-Stop operations and activities—demonstrated through a description of past activities or projects that involved local WIA areas or through a brief description of Ohio's One-Stop service delivery system.	3.2, D.	3				
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>							
15	The vendor has identified by position and by name, the vendor staff and/or the vendor's subcontractor staff who will be key to the project's success.	3.3, A.	2				
16	The vendor has demonstrated the project manager has a minimum of three (3) years experience in project management and a bachelor's degree in business administration, public administration, social sciences or other related fields.	3.3, A. 1.	3				
17	The vendor has demonstrated the trainers have a minimum of three (3) years experience in the provision of training and consultation to staff of organizations that provide employment or other services to individuals with disabilities. The training and consultation should include experience in the customization of services for individuals with complex needs or should demonstrate that the trainers have experience in the direct delivery of customized services to individuals with complex needs. Familiarity with ODEP's CE concepts should also be demonstrated.	3.3, A.2.	3				
18	The vendor has demonstrated the trainers have a familiarity with ODEP's CE concepts?	3.3, A. 2.	2				
19	The vendor has demonstrated the project specialists has a minimum of three (3) years experience in the development and/or delivery of services for individuals with disabilities and/or for organizations that serve individuals with disabilities. Preferably, the individual has an applicable certification or other recognized credential that demonstrates the individuals knowledge and expertise in the delivery of services to individuals with disabilities.	3.3, A. 3.	3				
20	The vendor has demonstrated the project specialist is knowledgeable of ODEP's CE concepts.	3.3, A.3.	2				
21	The vendor has identified, by positions and by name, any other key staff or subcontractors the vendor might consider key to the project's success and has included a description of the relevant education and experience of the individuals that will beneficial to the objectives of the CE component.	3.3, A.4.	2				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet	Partially Meets	Meets	Exceeds
				0	6	8	10
22	The vendor has included resume(s) of key staff and any subcontractors' staff expected to work on the project. Proposals lacking the appropriate education and experience will be disqualified from consideration.	3.3, B.	3				
<b>ADMIN. STRUCTURES—PROPOSED WORK PLAN</b>							
23	The vendor has stated the key objectives of the <u>proposed</u> project. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFP. The purpose is for the vendor to demonstrate a clear understanding of what ODJFS plans to accomplish through the work of the selected vendor].	4.3, A.	3				
25	The vendor has provided a description of the procedures that will be utilized to monitor the activities and expenditures of the vendor's staff and any subcontractor's staff in the performance of work related to the Ohio DEI CE training and technical assistance services described herein.	4.3, B.	3				
26	The vendor has provided a current organizational chart (including any subcontractors) that specifies the key management and administrative personnel who will be assigned to this project and the projected number of hours for each staff member who will perform work under the contract. The percentage of time for the Project Manager, Project Specialist, and any other staff involved in the administration of the project should be specified.	4.3, C.	2				
<b>SPECIFICATIONS OF DELIVERABLES</b>							
<b>DETAILED PROJECT PLAN</b>							
27	The vendor has provided a detailed description of the Project Plan describing each task, its dependencies, and its components, as well as the projected timeframe for its completion. In addition, the Project Plan must include the projected dates that the following items will be submitted to the ODJFS Contract Manager for approval: 1. The strategic action planning process. 2. The training curricula the selected vendor will use to train pilot Area One-Stop staff, partners, and collaborators. 3. The quarterly CE training schedule. 4. The outreach plan and related materials. 5. The final report.	4.4, 1. A. 1.	3				
<b>CE TRAINING SERVICES</b>							
ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet	Partially Meets	Meets	Exceeds
				0	6	8	10
28	The vendor has provided a detailed description of how they will deliver quarterly trainings to One-Stop staff,	4.4,.B	3				

	partners, an collaborators in each of the three (3) pilot Areas to occur either in person, or via webinar or video conferences as scheduled by the selected vendor in cooperation with the ODJFS Contract Manager.						
29	The vendor has provided a curricula on CE topics that should include, but not limited to: a. Introductory session on CE components that will include: (i) Discovery (ii) Job Search Planning (iii) Job Development and Negotiation (iv) Post-Employment Support b. Role and effective use of IRTs in the CE services process c. Participant outreach d. Screening participants for CE services e. Employer outreach and negotiation.	4.4, B.1.	3				
30	The vendor has provided a description of the assessment of training outcomes via pre- and post-tests.	4.4, B.2.	3				
31	The vendor has provided a description of the written evaluation of the training outcomes and overall effectiveness of the training.	4.4, B.3.	3				
<b>TECHNICAL ASSISTANCE SERVICES</b>							
32	The vendor has provided a plan for the assessment of the current capacity of each Area's One-Stop Center to deliver CE services in consideration of local resources, internal and external barriers, and opportunities.	4.4, C.1.	3				
33	The vendor has provided a plan for each Area's development of a strategic action plan for the delivery and sustainability of CE services through the One-Stop Centers that will be based on the assessment and will include the use of IRTs.	4.4, C.1.	3				
34	The vendor has provided a plan for each Area's development of outreach plans and its development or selection of outreach materials to promote the benefits of CE services to potential job seekers with disabilities and their families, to providers, and to employers.	4.4, C.3.	3				
35	The vendor has provided a plan for each Area's delivery of CE services through the One-Stop Center during the contract period.	4.4, C.4.	3				
<b>PARTICIPATION IN NATIONAL DEI EVALUATION</b>							
36	The vendor has provided a confirmation they will cooperate with the DEI evaluator, which may consist of a interview or survey by the DEI evaluator during the contract period.	4.4, D.	2				
<b>MONTHLY REPORT</b>							



ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
37	The vendor has confirmed they will provide reports by the 15 <sup>th</sup> of each month during the contract period and will submit a progress and activity report to the ODJFS Contract Manager that will include: 1. A summary of the activities conducted during the previous month; 2. Documentation of accomplishments; 3. Specific deliverables produced; 4. Any management issues; 5. Summary of hours worked; 6. An assessment of progress toward completion of deliverables; and 7. Planned activities for the following month.	4.4, E.	3				
<b>FINAL REPORT</b>							
38	The vendor has confirmed they will provide a final report no later than thirty (30) days from the end of the contract period (and the renewal period, if applicable). The selected vendor will submit a final report of the status of each pilot Area with respect to the strategic actions taken to build their respective capacities to provide CE services through their One-Stop Centers. The final report will include: 1. Summary of the assessment and outcomes of the trainings provided to pilot Area One-Stop staff, partners, and collaborators on CE; 2. Summary of the pilot Areas' respective CE needs assessments and the status of each Area's strategic action plan to sustain CE service delivery through their respective One-Stop Centers; 3. Summary of the technical assistance provided to each pilot Area on the development of outreach plans and the development or selection of outreach materials; and 4. Overall recommendations for improvements and sustainability of the CE services within the pilot Areas' respective One-Stop Centers.	4.4, F.	3				
<b>PROPOSAL ORGANIZATION</b>							
39	The vendor has submitted a proposal which complies with the specified submission format.	5.1	.25				
40	The vendor has submitted a proposal which is free of self-promotional claims.	5.1	.25				
ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
41	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	5.1	.25				
<b>TRADE SECRET INFORMATION</b>							
42	The review team in its comprehensive review of the	5.2, D.			YES	NO	

	vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	8.5					
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>GRAND TOTAL SCORE:</b>							

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Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 621 points.)

Yes \_\_\_\_\_

No \_\_\_\_\_

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

**ODJFS RFP # JFS-R-1213-15-8040  
ATTACHMENT D.  
COST PROPOSAL FORM**

**Instructions:**

Vendors are to complete this **Attachment D.**, Cost Proposal Form, according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. Vendors are to propose their firm, fixed, all-inclusive cost for each of the six (6) payable deliverables. The proposed prices for each deliverable are to represent the entire cost the vendor offers for the full and successful completion of that deliverable. The proposed rates of each deliverable to be performed under the resulting contract will be in effect throughout the contract period as described in this RFP.

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

<b>DELIVERABLES BY STATE FISCAL YEAR</b>	<b>FORMULA FOR PRICE DETERMINATION</b>	<b>COST PER DELIVERABLE PER SFY</b>
<b>STATE FISCAL YEAR 2013</b>		
A. Detailed Project Plan		\$
<b>SFY 2013 TOTAL</b>		\$
<b>STATE FISCAL YEAR 2014</b>		
B. CE Training Services		\$
C. Technical Assistance Services		\$
D. Participation in National DEI Evaluation		\$
E. Monthly Reporting		\$
F. Final Reporting		\$
<b>SFY 2014 TOTAL</b>		\$
<b>GRAND TOTAL</b>		
		\$

The Cost Proposal must include costs for the entire project period – including the State Fiscal Year 2013 contract period from approximately March 1, 2013, through June 20, 2013, and the possible renewal period that begins July 1, 2013, and ends September 30, 2014. All expenditures listed in the vendor’s cost proposals must be allowable under federal and state guidelines. Compensation will be made on a monthly basis in accordance with the approved budget and narrative included with the vendor’s proposal. Providers must submit valid invoices to ODJFS within ten (10) business days after the last business day of the previous month.

\_\_\_\_\_  
Signature, Printed Name, and Title

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