



Department of  
Job and Family Services

John R. Kasich, Governor  
Cynthia C. Dungey, Director

December 15, 2014

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Letterhead Bids (RLB) number JFSR1415068087 for the purpose of obtaining a qualified vendor to conduct a Systematic Research Review of peer-reviewed literature published over the past ten years across a variety of social science disciplines in order to identify evidence-based services and interventions for families and children served by the child welfare system. This RLB is a competitive opportunity for vendors that can clearly demonstrate the necessary credentials, experience, and capabilities in order to perform the services described in this RLB.

If you are interested in submitting a proposal for this important project, please obtain the RLB through the ODJFS web site at <http://www.ifs.ohio.gov/rfp/>. If you do not have Internet access to this document or experience problems opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at the following telephone number:

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

Responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RLB. 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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## Ohio Department of Job and Family Services

### Request for Letterhead Bids (RLB) JFSR1415068087

## Systematic Research Review of Literature In the Social Sciences

### I. Purpose

The Ohio Department of Job and Family Services (ODJFS) is soliciting bids to identify one vendor who will conduct a Systematic Research Review of peer-reviewed literature published over the past ten years across a variety of disciplines (*e.g.*, psychology, sociology, social work, developmental science, behavioral science, health) to identify evidence-based services and interventions for families and children served by the child welfare system. This Request for Letterhead Bids (RLB) document is a competitive opportunity released by ODJFS, and the subsequent contract expected to result from this RLB process will be a contract between the vendor and ODJFS.

The contract period for this project is expected to run from approximately mid-February 2015 through June 30, 2015. No extensions or renewals are planned for the contract expected to result from this RLB. Interested vendors must demonstrate the capacity to perform and complete the work on this aggressive time-table. ODJFS will only consider proposals from vendors that demonstrate appropriate credentials and experience, as well as the capability of providing the services as described in this RLB. One staff member of the ODJFS Office of Families and Children will be designated as the ODJFS Contract Manager.

For the purpose of this RLB, the term "vendor" shall be defined as an organization interested in this opportunity. The term "contractor" is used in reference to the successful vendor selected through this RLB. The terms "bids" and "proposals" may be used interchangeably in this RLB to indicate the package of materials and information to be submitted by vendors to ODJFS in order to be considered for award of the contract for this work. In addition to describing the work to be performed under contract for this project, this RLB also establishes the standards and processes that ODJFS will use to evaluate vendor proposals and select the vendor to be awarded the contract.

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

## II. Time and Date of Submission

Organizations, companies, firms, or individuals who are interested in submitting letterhead bids must make their submission not later than 3:00 p.m. Eastern (local) Time on Thursday, Jan. 15, 2015. Faxes and e-mailed submissions will not be accepted. Bids must be addressed to:

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

All bids **must be received by the Office of Contracts and Acquisitions (OCA)** on the 31st Floor of the Rhodes Tower by the stated deadline (both date and time) in order to be considered for this project. **ODJFS is not responsible for any bids delivered to any location other than the specific address provided above.** OCA will accept bids during standard ODJFS business hours on any work day prior to the deadline for this project. For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for security measures at both the building entrance and again on the 31st Floor.

All submissions must be received by OCA via mail, delivery service, or hand delivery by the above date and time, and must be complete when submitted. Materials received separately, either before or after the submission deadline, will not be added to previous submissions or considered. ODJFS cannot provide verbal or written confirmations of receipt of bids submitted by mail or professional delivery service.

Submission of a bid indicates acceptance by the vendor of the conditions contained in this RLB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between ODJFS and the vendor selected. An ODJFS model contract is provided as Attachment B for vendor information on terms and conditions that would be required if awarded the contract for this work.

## III. Anticipated Procurement and Project Timetable

DATE	EVENT
12/16/14	ODJFS Releases RLB to Potential Vendors on the DAS and ODJFS Websites; Q & A Period Opens - Vendors may submit inquiries for RLB clarification
12/26/14	Vendor Q & A Period closes, <b>8 a.m.</b> for inquiries for RLB clarification - No further inquiries for RLB clarification will be accepted
12/31/14	ODJFS posts Final Vendor Question & Answer Document on ODJFS website
<b>3:00 P.M., Thursday, Jan. 15, 2015</b>	<b>Deadline for Vendors to Submit Proposals to ODJFS (by 3:00 P.M., local time)</b> - <b>Late proposals will not be considered; NO EXCEPTIONS WILL BE MADE</b>
01/23/15	<b>ODJFS Issues Vendor Selection Notification Letter (estimated)</b>
02/17/15	<b>Contract effective date/Purchase Order approval – work may not begin until a state Purchase Order* has been fully approved by OBM. (ESTIMATED DATE)</b>
<b>June 30, 2015</b>	All project work must be completed.

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.

\* 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.

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

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

- \* Access the ODJFS Web Page at <http://jfs.ohio.gov/>
- \* Select "Doing Business with ODJFS" from the bottom of the page;
- \* Select "RFP's" from the left side column;
- \* Select RLB Number *JFSR1415068087* from the list of competitive opportunities;
- \* Follow the link to the dedicated web page;
- \* Select "Submit Inquiry" near the bottom of the web page;
- \* Follow instructions there for submitting questions; or, to view posted questions and answers,
- \* Select "View Q and A" near the bottom of the web page.

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

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

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

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

Requests for copies of any previous RLBs, RFPs (or etc.) or for 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 RLB. The State will only answer those questions submitted within the established time period for the Vendor Q&A process (see Section III, Anticipated Procurement Timetable, above), and which pertain to issues of RLB clarity, and which are not requests for public records. The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

#### **V. Qualifications**

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

##### **1. Mandatory Vendor Qualifications**

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

- A. ODJFS will only consider proposals from vendors whose team of reviewers is led by an individual possessing a doctoral degree in sociology, psychology, behavioral science, or social work;
- B. ODJFS will only consider proposals from vendors whose team of reviewers is led by an individual who has conducted (or who has been part of a team that has conducted) Systematic Reviews of Literature in the Social Sciences; **and**,
- C. ODJFS will only consider proposals that meet all mandatory initial criteria identified on the Technical Proposal Score Sheet (Attachment C to this RLB) for Phase I of the proposal review process.

To demonstrate that it meets items A. and B., above, the vendor proposal must include:

- A. - a copy of the resume or curriculum vitae of the person proposed as the lead researcher; **and**,
- B. - a brief narrative describing that individual's experience conducting such reviews and how the literature review contributed to subsequent research efforts.

Vendors that do not meet **ALL** the above requirements will be disqualified from further consideration for contract award.

**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.**

## 2. Organizational and Staff Experience and Capabilities

Proposals are to clearly identify the credentials, qualifications, and experience of the vendor and its project staff in order for ODJFS to assess the vendor's ability to successfully complete the work described in this RLB. Therefore, vendor proposals must provide information on comparable work, as described below; must identify (*by position and by name*) properly qualified staff for key leadership roles for this project; and must include profiles and resumes or curriculum vitae for the persons who would hold those key positions.

Specifically, proposals must include, at minimum:

- A. Evidence of at least two projects completed in the past ten years that demonstrate the vendor's expertise in utilizing electronic literature databases (*e.g.*, ISI Web of Knowledge, EBSCO host, ProQuest) to conduct a Systematic Review of Literature to inform social policy and/or practice interventions. Evidence is defined as a methodological description of the procedures used to conduct the search and the final results of the literature search.
- B. Evidence of at least two projects completed in the past ten years (may be the same projects referenced for item A. above) that demonstrate the vendor's expertise in conducting a Systematic Review of Literature, the final results of which contributed to the design of research studies. Evidence is defined as a methodological description of the procedures used to conduct the search and the final results of the literature search.
- C. The names and contact information for at least two entities for which the vendor has performed Systematic Reviews of Literature in the Social Sciences in the past ten years.
- D. A Project Manager who has a doctoral degree in sociology, psychology, behavioral science, or social work; AND who has ten years post-doctoral experience conducting (or participating on teams that conducted) Systematic Reviews of Literature in the Social Sciences. The Project Manager is responsible for synthesizing study findings.

- E. Project staff who will be responsible for conducting the reviews or series of reviews. Project staff who will be establishing the relevance and the quality of the studies must have at least a Bachelor's degree in sociology, psychology, behavioral science, or social work.

**Important: It is the affirmative responsibility of the vendor submitting a proposal to remove all personal confidential information. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

## VI. Background and Scope of Work

### Background

In Calendar Year 2013, Ohio's public children services agencies received 81,701 reports of alleged child abuse and neglect, including allegations of physical abuse, stranger danger, shaken baby, neglect, sexual abuse, emotional maltreatment, and medical neglect.

Agency workers face an ongoing dilemma of working with the family to identify: (1) what service interventions should be provided and, if multiple problems exist, in what order, to restore child safety and well-being; and (2) which services will effectively address the problems experienced by family members. Additionally, workers must determine whether the child or youth is currently safe and can remain in his or her home with needed services to the family, or if the child or youth is at further risk of harm and should be removed from the home until such time as services can be provided in order for the child or youth to safely be reunified with his or her family.

### Scope of Work

The selected vendor will be responsible for utilizing the Systematic Research Review method to conduct a review of peer-reviewed literature published over the past ten years across a variety of disciplines (*e.g.*, psychology, sociology, social work, developmental science, behavioral science, health) to identify:

- Effective evidence-informed practice interventions and evidence-based services;
- Service strategies that are effective and responsive to the commonly occurring risk factors and needs of the child welfare population; and,
- Methods of encouraging parents to obtain needed services.

This literature review will build upon an analysis completed by ODJFS to identify the most common "profiles" of family, parent and child concerns. ODJFS is currently completing this analysis and will provide data to the selected vendor regarding the most prevalent constellations of family, parent and child concerns documented in Ohio's child welfare assessment data. The literature review should focus on identification of successful practice interventions to address the needs and concerns identified through the profile analysis, including interventions in the following service areas: (1) substance abuse treatment; (2) domestic violence interventions for survivors, batterers and children; (3) mental health services for parents and children; (4) parenting education models; (5) community-based services and supports; (6) financial services or supports to meet basic needs; (7) homelessness; (8) youth aging out of foster care; (9) teen parenting; (10) sexually abused children; and (11) child abuse, neglect and dependence. Studies which link child abuse and neglect and the aforementioned service areas {(1) through (10)} shall also be included.

ODJFS will expect the selected vendor to search the following sources for relevant quantitative studies:

- Electronic literature databases (ISI Web of Knowledge, Web of Science, and MEDLINE);
- EBSCO host, including PsychInfo, CINAHL, Criminal Justice Abstracts, ERIC, PsychARTICLES, and Psychology and Behavioral Sciences Collection; and,
- ProQuest, including PILOTS, Social Services Abstracts, and Sociological Abstracts.

The approach outlined by the vendor should allow for all activities to be concluded within the expected contract effectiveness period of five months. Activities would include: (1) establishing and training the review team; (2) finalizing inclusion and exclusion criteria when screening the studies; (3) identifying and responding to the need to refine scope of the review; (4) crafting a synthesis of the studies – an overall description of each of the studies, assessment of the validity of study findings and assessment of the direction of finding of the pool of studies as a whole; (5) developing the final report; and (6)

communication of review findings in writing and orally to ODJFS and stakeholders which should address interpretation of the findings and application of the findings.

The findings from the Systematic Review of the Literature will be used to arrive at policy decisions and inform the practice of child welfare workers.

Proposals of interested vendors are to include a narrative outlining how, if awarded the contract, the vendor would approach and successfully complete the work described in this RLB. At minimum, the description of the proposed approach to the work must include a description of:

- How it would plan and initiate the review of peer-reviewed literature of the scope specified by ODJFS and utilizing the required methodology, and meeting the stated need for information and analysis;
- How it would prepare and train the review team;
- How it would establish inclusion and exclusion criteria when screening the studies;
- How data will be captured and managed;
- How the work will be reported on monthly as well as summarized for a final report; and,
- How the work will be managed within the given time constraints.

This narrative of the vendor's proposed plan must be sufficiently detailed to communicate to ODJFS that the vendor has an understanding of the work requirements, a level of professional expertise to accomplish the work, and a clear understanding of the State's informational and analytical needs for this project and of the ultimate purpose for this undertaking. This narrative will be scored in detail as part of the vendor selection process.

## **VII. Specifications of Deliverables**

The contractor will be required to perform a review of peer-reviewed literature published over the past ten years across a variety of disciplines (*e.g.*, psychology, sociology, social work, developmental science, behavioral science, health) to identify evidence-based services and evidence-informed practice interventions, and service strategies that are effective and responsive to the commonly occurring risk factors and needs of the child welfare population. To accomplish this, the contractor must, at minimum:

- A. Create a Data Extraction Form prior to commencing the review of literature, and obtain final approval from the ODJFS Contract Manager.
- B. Provide a written monthly update of the status of literature review, in addition to holding monthly meetings with the ODJFS Contract Manager.
- C. Provide the completed data extraction forms electronically to ODJFS.
- D. Create an Executive Summary Report of the findings of the review.
- E. Provide a final report electronically, containing, at a minimum:
  - information on the methodology used to conduct the review, such as inclusion/exclusion criteria;
  - tables displaying information on studies reviewed;
  - appraisal and synthesis of information from the studies reviewed; and,
  - findings, conclusions and recommendations which also address how the literature review can contribute to subsequent research efforts.
- F. Conduct two presentations of findings to ODJFS and Stakeholders.

Vendor proposals are to contain a narrative description of the vendor's proposed approach to the work described in this RLB (See Section VI, Background and Scope of Work). Within that narrative, the work that would result in the accomplishment of these deliverables, as well as the project overall, must be addressed.

The contractor will be required to provide the final report to ODJFS for review, comment, and revisions sufficiently in advance of presentations so that the presentations will draw upon the reviewed and approved material.

All project work, including the presentations to ODJFS and stakeholders and approval of the final report, must be completed prior to the contract's close; however, the contractor may, at ODJFS discretion, be permitted up to two weeks following the close of the contract for transfer to ODJFS of the previously approved final report.

#### **VIII. Vendor Compensation**

On the Cost Proposal Form (provided as Attachment D to this RLB), vendors are to propose their firm, fixed, all-inclusive cost for the successful completion and delivery of each deliverable for which ODJFS will make compensation. The sum of the selected vendor's proposed costs for all payable deliverables will be the total compensation paid by ODJFS under the resulting contract for the successful completion of all work described in this RLB.

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

ODJFS must work within the constraints of a limited budget and a short time-line to accomplish this work, and so reserves the right to negotiate with qualified vendors for revised technical and/or cost proposals, including for the elimination or narrowing of deliverables. ODJFS may also request last-and-best offers from qualified vendors.

#### **IX. Format of Submission**

**The vendor is responsible for submitting a Technical Proposal and a Sealed Cost Proposal**, in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this section. The proposal submission must be comprised of:

- **Six (6)** paper copies (one signed original and five copies) and one CD-ROM copy of the technical proposal;

**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 technical and cost proposals must contain all the information and documents specified in this section. The vendor's total proposal submission (both the technical and cost proposals in all required copies) must be received at the specified ODJFS location complete, by the deadline, both date and time (See Section II, Date and Time of Submission).

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.

Along with the vendor's technical proposal, the cost proposal must be submitted in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR REVIEW OF LITERATURE SERVICES, RLB: JFSR1415068087 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 RLB number, and the proposal submission date or proposal due-date, at minimum. The requested CD-ROMs may be used in the formal ODJFS proposal review process, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests; failure to include or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

- A. Technical Proposal Organization** The vendor’s Technical Proposal shall contain all the information as specified for each component listed below. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which include information or materials that were not required in the RLB. However, the proposal will be scored on the relevancy to the stated responsibilities as well as the conciseness, clarity, and professionalism shown in the information presented. All pages in The Technical Proposal shall be sequentially numbered either per tab or for the document as a whole.

**Tab 1: Forms and Certifications**

Vendors submitting proposals must include a completed “Required Vendor Information and Certifications” form, provided as Attachment A to this RLB). Vendors may, at their discretion, either print the attachment, complete and sign it, and return it in 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 include that replication in their proposal Tab 1. Vendors who fail to provide all information and certifications as described in Attachment A in their proposal Tab 1 risk disqualification.

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

- Sub-Tab 2a.** Mandatory Vendor Qualifications (Section V, 1A. and V, 1B.)
- Sub-Tab 2b.** Organizational and Staff Experience and Capabilities (Section V, 2A. through 2E.)

**Tab 3: Background and Scope of Work** The vendor proposal must present a narrative outlining how, if awarded the contract, the vendor would approach and successfully complete the work described in this RLB. The narrative description, as established in Section VI, must be sufficiently detailed to communicate to ODJFS that the vendor has an understanding of the work requirements; a level of professional expertise to accomplish the work; and a clear understanding of the State’s informational and analytical needs for this project and of the ultimate purpose for this undertaking.

**Tab 4: (Optional) Vendor Attachments or Appendices** At vendor’s discretion, samples of past work products presented as evidence of organizational or staff expertise (or other documents) may be presented in an optional tab if size or format of those materials make it impractical to place them elsewhere in the proposal.

- B. Cost Proposal** Vendors are to complete the Cost Proposal Form, provided as Attachment D to this RLB according to instructions, sign it, and submit it fully completed, in both hardcopy and CD-ROM, in the separately sealed and labeled cost proposal envelope/package.

**X. Selection Process**

All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT) comprised of ODJFS staff. Vendors should not assume that the review team members are familiar with any current or past work activities for other ODJFS projects. Proposal scores will also be negatively affected by insufficient detail, poor organization, and insufficient proofreading. PRT members are required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The PRT may waive minor proposal defects or omissions that are not material when the original intent is not unreasonably obscured.

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

**1. 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.**

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

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

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

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

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

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

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

Due to the constraints of a limited budget and a short time-line for the completion of this work, ODJFS also reserves the right to negotiate with qualified vendors for revised technical and/or cost proposals, including for the elimination or narrowing of deliverables.

**DISQUALIFIERS FOR PROPOSAL ERRORS:**

- Any vendor’s Technical Proposal found to contain prohibited cost information shall be disqualified from consideration. Such prohibited 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. Failure to follow instructions regarding the separate, sealed Cost Proposal will result in disqualification.
- Any trade secret, proprietary, or confidential information (See Section XI., E. of this RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor or sub-contract staff (*e.g.*, social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

**XI. RLB Process Information and Other Contractual Requirements:**

A. State Contracts

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

B. Interview

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

C. Start Work Date

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

D. Proposal Costs

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

E. Trade Secrets Prohibition; Public Information Disclaimer

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

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

F. Contractual Requirements

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

G. Travel and Parking Expense Reimbursement

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

**H. Public Release of Records**

Public release of any research, evaluation or monitoring reports funded under this contract will be made only by ODJFS.

**I. Confidentiality**

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

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

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

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

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

**L. Mandatory Contract Performance Disclosure**

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

**M. Mandatory Disclosures of Governmental Investigations**

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

**N. Vendor Selection Restriction**

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

**O. Waiver of Minor Proposal Errors**

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

**P. Combating Trafficking In Persons**

Any contractor doing business with the State must be in compliance with the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50, will be incorporated into the resulting agreements by reference.

**XII. 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 grantee from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RLB.

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

**XIII. Caveats**

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

Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds.

**XIV. Communications Prohibitions**

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

The only exceptions to this prohibition are as follows:

- A. As necessary in the case of any pre-existing business relationship between ODJFS and a vendor which could potentially respond to this RLB, in order to conduct that business;
- B. As part of an interview necessary for ODJFS to make a vendor selection decision;
- C. If it becomes necessary to revise any part of this RLB, revisions will be posted on the web page established for this RLB; and,
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services.

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

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

## **XV. Protests**

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RLB. 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 RLB 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 RLB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. on the closing date for receipt of proposals, as specified in Section III, Anticipated Procurement Timetable, of this RLB.
  - 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 seventh (7th) calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters

to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.

- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
  - Deputy Director
  - ODJFS Office of Contracts and Acquisitions
  - 30 East Broad Street, 31st Floor
  - Columbus, Ohio 43215
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

## SECTION XVI. ATTACHMENTS

### Attachments

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

**Thank you for your interest in this important ODJFS project.**

# **Attachment A**

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

**Section I – Required Vendor Information**

**Section II - Location of Business Form**

Attachment A—Section I.

**REQUIRED VENDOR INFORMATION and CERTIFICATIONS**

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

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

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

**Vendors must provide all information**

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

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

**9. Mandatory Vendor Certifications:**

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

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

AND

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

AND

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

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

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

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

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

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

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

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

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

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

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

**C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2013) 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 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  
JFSR1415068087**

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

**C-1415-00-0000**

**RECITALS:**

This Contract is entered into between the Ohio Department of Job and Family Services (ODJFS) and **Vendor Name** (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 submitted by CONTRACTOR on [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. **INSERT LEGAL AUTHORITY IF AVAILABLE.** 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 business 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 the notice provision 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. **IF THIS SECTION IS MODIFIED ALSO MODIFY ART. VI(A)**

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 (or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, unless this Contract is suspended or terminated prior to the expiration date. **This Contract may be renewed through June 30, 2017, 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. 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. 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.**

- B. Compensation will be paid pursuant to CONTRACTOR's **accepted budget [or cost proposal] as incorporated below [or as attached]**.
- 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; and
  5. Description of Deliverables performed during the billing period.
- 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 of this Contract.
- 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 90 calendar days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. 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, or 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 90 calendar days written notice to the other party. Upon 30 calendar 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;
  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 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 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 30 calendar days. For purposes of this Section, "persistent" means that ODJFS has notified CONTRACTOR three times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three 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 30 calendar days generally applicable in this Section. 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 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 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.
- 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 this Contract.
- D. All notices 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 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 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 ten business 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, 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 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, 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. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section 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 and Conflicts of Interest Laws.**

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. 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.
- c. 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.
- d. 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.

4. **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 Dollars (\$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.

5. **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.

6. **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 18.

7. **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.

8. **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.
9. **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.
10. **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.
11. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

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

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

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 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 is not a defense to the performance of this Contract and by executing this Contract, 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.
- F. **Counterpart.** This Contract may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

**ARTICLE X. CONSTRUCTION**

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

In Actual Agreement,  
Signature Page Would Follow Here.

# ATTACHMENT C

## RLB JFSR1415068087

### Technical Proposal Score Sheet

#### PHASE I: Initial Qualifying Criteria

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RLB Sec. Reference	Y E S	N O
1	Was the vendor's proposal received by the deadline as specified in the RLB?	II, III		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	IX		
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 RLB?	IX		
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?	XI		
5	Did the vendor identify an individual with a doctoral degree in sociology, psychology, behavioral science, or social work as the lead reviewer?	V, 1A.		
6	Has that individual proposed by the vendor as the lead reviewer conducted (or been part of a team that has conducted) Systematic Reviews of Literature in the Social Sciences?	V, 1B.		
7	Has the vendor included a copy of that individual's resume/curriculum vitae and a narrative describing that individual's experience, supporting that individual's qualifications and experience?	V, 1.		
8	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 RLB?	X; XI		
9	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? [As stated in the RLB, "ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information."]	V		
	If response to the above criterion is "no", has ODJFS exercised its right to allow prohibited personal information in vendors' proposals for this RLB project? a) If "yes" to this question, the vendor's proposal shall advance to Phase II scoring contingent upon vendor's proposal receiving a "yes" response to all other Phase I criteria. b) If "no" to this question, the vendor's proposal shall be disqualified and not receive further consideration.			

Has the vendor proposed any changes to the ODJFS model contract attached to this competitive document for use in the event of its selection for this project? Requested changes to the model agreement have no effect on a vendor's proposal score. However, any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. At the sole discretion of ODJFS, any proposed changes to the ODJFS model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a contract may result in the disqualification of the vendor and its proposal. See Sections XIII, Caveat, and Section XI, F. Contractual Requirements, of the RLB for more details.	Yes; changes proposed?	No changes proposed?
	Disqualified	NOT Disqualified
If changes were proposed by this vendor/applicant, are those changes such that ODJFS disqualifies the vendor / applicant?		

#### 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 Children and Families. 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 RLB, and assign the appropriate point value, as follows:

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

**Technical Performance Scoring Definitions:**

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

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

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

**“Exceeds Requirement”**- Vendor proposal fulfills a particular RLB 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 **164** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **207** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>VENDOR QUALIFICATIONS</b>							
<b>ORGANIZATIONAL &amp; STAFF EXPERIENCE &amp; CAPABILITIES</b>							
1	Does the vendor’s proposal include methodological descriptions of procedures and findings for two Systematic Literature Reviews completed over the last ten years?	V, 2A.	1.5				
2	Does the vendor’s proposal demonstrate adequate expertise in the use of electronic literature databases for conducting Systematic Literature Reviews?	V, 2A.	2				
3	Does the vendor demonstrate adequate expertise conducting Systematic Reviews of Literature with results contributing to the design of research studies?	V, 2B.	3				
4	Has the vendor provided the names and contact information for two entities for which the vendor has performed Systematic Reviews of Literature in the Social Sciences in the past ten years?	V, 2C.	1				
5	Has the vendor identified a project manager who has a doctoral degree in sociology, psychology, behavioral science, or social work?	V, 2D.	1				
6	Does the project manager have ten years post-doctoral experience (individually or on a team) in conducting Systematic Literature Reviews?	V, 2D.	2				
7	Has the vendor provided cv/resumes documenting the experience or qualifications of project staff who will conduct the reviews?	V, 2E.	1				
8	Has the vendor proposed project staff who have Bachelor’s degrees in sociology, psychology, behavioral science, or social work?	V, 2E.	1				
<b>SCOPE OF WORK</b>							
In this section, the vendor must include a narrative outlining how, if awarded the contract, it would approach and successfully complete the work. The proposal will be evaluated by how well the vendor has communicated its plan, and to what degree that plan meets ODJFS expectations in order to achieve project success.							
9	Has the vendor clearly described how it would plan and initiate the Systemic Literature Review in accordance with ODJFS specifications?	VI.	2				
10	Does the narrative provide for appropriate preparation and training of the project staff?	VI.	1				

11	Does the narrative describe a sound screening criteria for the inclusion and exclusion of studies?	VI.	1.5				
12	Does the narrative describe a sound approach to capturing and managing data?	VI.	1.5				
13	Does the narrative describe it will provide monthly status reports on the project's activities, and an outline of the final report?	VI.	1				
14	Does the narrative describe a sound approach for completing all project work under the given time constraints?	VI.	1				
<b>PROPOSAL ORGANIZATION</b>							
15	The vendor has submitted a proposal which complies with the specified submission format.		.5				
16	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.		.5				
<b>TRADE SECRET INFORMATION</b>							
17	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RLB. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]				YES	NO	
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>GRAND TOTAL SCORE:</b>							

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 164 points.)

Yes \_\_\_\_\_ No \_\_\_\_\_

(If "No," Vendor's Cost Proposal will not be opened, and no further consideration of the proposal will be made.)

If 'YES,' then based upon the Phase II Total Technical Score earned, the vendor's proposal proceed to additional consideration for demonstrating an Ohio MBE or EDGE vendor (Vendor's Total Phase II. Technical Score must be at least 164 points.)

PHASE II B.— Additional Consideration		RLB Sec. Ref.	NO	YES (+10 pts. each)
	<b>MBE-EDGE Vendor</b> --Has the vendor provided evidence that it is an Ohio MBE-EDGE vendor?			
		<b>PHASE II. B. TOTAL POINTS:</b>		
		[XX max. points]		
		<b>VENDOR'S GRAND TOTAL SCORE</b>		
		[pts.]:		

VENDOR: \_\_\_\_\_

**ODJFS RLB # JFSR1415068087**  
**Systematic Review of Social Sciences Literature**  
**ATTACHMENT D: Cost Proposal Form and Instructions**

Vendors are to identify their total, all-inclusive per-deliverable costs in the “Total Deliverable Cost” column, insert the sum of that column in the Project Grand Total field, sign the form, and provide it to ODJFS according to instructions provided in the RLB.

<b>Deliverable</b>	<b>Total Deliverable Cost</b>	<b>(Payments contingent upon submission of proper invoice.) Payable Upon</b>
<b>Systematic Review of Social Sciences Literature Consisting Of:</b>		
<b>A. Creation of data extraction Form</b>	Payable upon completion, following ODJFS approval of finalized form for use in project.	\$
		Upon completion and acceptance by ODJFS, Total Deliverable Cost to be paid in whole.
<b>B. Monthly updates</b> , including both written reports on literature review status and meetings with Contract Manager.	Payable for updates presented for the previous month’s work.	\$
		Total Deliverable Cost will be divided into monthly payments.
<b>C. Electronic submission of all completed data collection forms.</b>	Payable for forms submitted from the previous month’s work.	\$
		Total Deliverable Cost will be divided into monthly payments.
<b>D. An Executive Summary Report</b> on the findings from the review.	Payable upon completion, following ODJFS approval of finalized Executive Report.	\$
		Upon completion and acceptance by ODJFS, Total Deliverable Cost to be paid in whole.
<b>E. Provide a Final Report</b> , to be approved by ODJFS, within two weeks of project/contract end.	Payable upon completion.	\$
		Upon completion, Total Deliverable Cost to be paid in whole.
<b>F. Two presentations of findings</b> to ODJFS and Stakeholders.	Payable upon completion, following ODJFS approval of finalized Final Report.	\$
		Upon completion and acceptance by ODJFS, in whole.
<b>Project (SFY 15) Grand Total</b>		\$

This project grand total represents the full and total cost for the satisfactory completion of all work as described in this RLB and in the proposal as submitted by:

**Vendor Name:** \_\_\_\_\_ **Vendor Representative Signature:** \_\_\_\_\_

**Representative’s printed name and title:** \_\_\_\_\_