



Department of  
Job and Family Services

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

March 27, 2013

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP), JFSR1415118045, to competitively select one experienced and qualified vendor that will review and provide recommendations to develop new processes, or significantly modify existing processes, resulting in an effective new Cost Allocation Plan (CAP) for the agency. The products of the selected vendor's efforts must be designed to maximize the recovery of federal program costs and to reduce complexity and increase operational efficiencies for ODJFS. Vendors seeking award of the contract for this work must submit proposals documenting their experience developing CAPs for at least two states and demonstrating experience on the part of their key staff in identifying best practices and establishing a cost effective system for federal reimbursement of claims.

If you are interested in submitting a bid for this important project, please obtain the RFP 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 43215-3414  
PH: (614) 728-5693

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

Sincerely,

(Signature on file)

Jay Easterling  
Deputy Director  
Contracts and Acquisitions

30 East Broad Street  
Columbus, Ohio 43215  
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# ***Cost Allocation Plan Consultation Services***

**RFP: JFSR-1415-11-8045**

**The Ohio Department of Job and Family Services**

# Cost Allocation Plan Consultation Services RFP

RFP: JFSR1415-11-8045

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**The Ohio Department of Job and Family Services**  
**REQUEST FOR PROPOSALS (RFP):**  
***Cost Allocation Plan Consultation Services***

**RFP: JFSR1415118045**

**SECTION I.           GENERAL PURPOSE**

**1.1    Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) to competitively select one experienced and qualified vendor that will review and provide recommendations to develop new processes, or significantly modify existing processes, resulting in an effective new Cost Allocation Plan (CAP) for the agency. The products of the selected vendor's efforts must be designed to maximize the recovery of federal program costs and to reduce complexity and increase operational efficiencies for ODJFS. Vendors seeking award of the contract for this work must submit proposals documenting their experience developing CAPs for at least two states and demonstrating experience on the part of their key staff in identifying best practices and establishing a cost effective system for federal reimbursement of claims. Further details on these requirements and additional qualifications, as well as complete instructions for preparing and submitting a proposal are provided in this RFP.

The selected vendor will be required to analyze the department's existing operations, and to understand and document the administrative functions provided by each operational unit. Based on this understanding, the vendor will develop a CAP that will ensure the administrative costs incurred by ODJFS, on behalf of the federal programs it operates, are recovered from federal funds to the maximum extent possible utilizing best practices under existing guidelines. Additionally, following its review of ODJFS and its structure, the vendor selected through this RFP process will provide recommendations on Information Technology (IT) functionality, characteristics, or systems that would be capable of providing data analysis for the ODJFS CAP, should the agency decide at some future point to consider CAP automation options.

ODJFS will only consider proposals from vendors whose proposals clearly demonstrate their capability of providing services as described in this RFP. For the purpose of this RFP, the term "vendor" is used to describe any qualified party interested in this opportunity. The terms "proposal" and "proposal package" may be used interchangeably to indicate materials submitted to ODJFS by a vendor in order to be considered for award of the contract for services described in this RFP. The terms "contractor" and "selected vendor" may be used interchangeably in reference to the vendor selected by ODJFS through this RFP for contract award.

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 vendor proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right not to select any vendor should ODJFS decide not to proceed. Changes in this RFP of a material nature will be provided on the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS.

## **1.2 Background**

Federally financed programs administered by state public assistance agencies are funded primarily by the U.S. Department of Health and Human Services (HHS). State agencies which administer one or more of these programs are required to file a State Wide Cost Allocation Plan (SWCAP) to the Division of Cost Allocation within HHS each year. HHS has published the requirements for the development, documentation, submission, negotiation, and approval of the public assistance cost allocation plans in HHS 45 Code of Regulations (CFR) Part 95 Subpart E. The CAP provides the necessary information and supporting documentation required for the federal government to assess the department's operations, document the administrative functions provided by each operational unit and document how those administrative costs are allocated to the appropriate benefiting program. The Bureau of Budget and Cost Management within the Office of Fiscal and Monitoring Services (OFMS), within ODJFS is responsible for the analysis, preparation, and submission of this plan. The CAP must be compliant with all federal and state regulations, including the U.S. Office of Management and Budget (OMB) A-87 (2 CFR Part 225). ODJFS currently sends multiple quarterly revisions to HHS as the offices within ODJFS make organizational changes or as new funding streams are identified.

Since 1968, ODJFS has been the single state agency to administer Title XIX of the Social Security Act, referred to as Medicaid, the primary program providing medical assistance to Ohioans with low incomes and resources. ODJFS employs almost 4,000 employees with a budget of approximately \$22.4 billion; Medicaid programs account for 73% of the ODJFS budget plus a portion of the budgets of four other state agencies which administer their own parts of Medicaid programs.

With evidence that the present structure of Ohio's Medicaid programs impedes innovation, and makes it difficult to manage administrative resources, align policy, and control costs across agencies, the existing structure is being changed. Currently the division of ODJFS known as the Ohio Department of Medicaid (ODM) administers ODJFS Medicaid programs, but ODM will become a new state agency, and will assume this responsibility.

In June of 2011 House Bill 153 created a unified Medicaid budget, restructured behavioral health financing, and moved Medicaid programs from the Ohio Departments of Aging, Mental Health, Alcohol and Drug Addiction Services, and Developmental Disabilities to ODM. By September of 2012, Amended Substitute House Bill 487 transferred legal authority for Medicaid from ODJFS to ODM. ODJFS will continue to provide staff and support services on a transitional basis for the administration of Medicaid programs until statutory separation. This transition of legal authority will have a major, yet to be determined impact, on the format of the current CAP and reporting structure.

By the time ODM is the single state agency to administer the majority of federally funded Medicaid programs, most portions of the CAP dealing with the Ohio Medicaid programs will be provided to ODM, while ODJFS develops its own CAP related to the multiple programs it administratively retains.

The funds that were available to ODJFS for Medicaid benefits and the corresponding administrative funds of approximately \$18.8 billion will be moved to the new state agency and will reduce ODJFS's \$22.4 billion budget to approximately \$3.6 billion. In addition, many ODJFS employees who are experts in dealing with Medicaid funding will be transferred from ODJFS to ODM during the next two state fiscal years. This will necessitate changes in ODJFS' internal structure and for many employees this will mean major changes in job responsibilities, which will also require changes to the CAP's content.

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

The selected vendor will work with the ODJFS contract manager to gain a clear understanding of the CAP and the program funding structure within ODJFS which represents a cooperative partnership among federal, state, and local governments. Many of the federally funded programs are supervised centrally by the Department and administered locally by a combination of county entities. The selected vendor will also need to understand and make recommendations about the key changes in ODJFS' structure to be implemented when ODM becomes operational. The selected vendor will also be required to review and validate operational descriptions of the administrative functions provided by each operational unit and identify the programs to which administrative costs will be charged.

#### **Evaluate Data Processing Systems**

As part of a gap-fit analysis, the selected vendor will be required to make recommendations on changes to certain agency data processing systems, such as the Cost Allocation Planning Information System (CAPIS) which provides comprehensive data and data analysis for the CAP. The gap-fit analysis should document the degree to which the existing in-house systems support the recommendations of the proposed process and what changes are needed to implement the proposed process.

#### **Update the Table of Organization**

Initially, the selected vendor will review the current ODJFS Table of Organization (TO) as presented in the CAP and any changes that may result from the transfer of employees from ODJFS to ODM. The vendor will update the CAP to reflect changes in the TO. The TO is central to understanding which offices administer which federal grants, how the offices are related to one another, the administrative functions provided by each operational unit and the programs to which administrative costs will be charged.

#### **Assess and Evaluate all Current Cost Pools Used**

The selected vendor must develop a full understanding of ODJFS' cost allocation methodologies and evaluate all current cost pools for allocation methodology and maximization of federal funds. Administrative costs include all costs incurred by ODJFS except expenditures for financial assistance, medical vendor payments and payments to third parties in compensation for services or goods provided directly to program recipients (subsidy payments). ODJFS charges all costs either directly to a specific federal program, or to a cost pool which is used to allocate expenses when two (2) or more federal programs benefit from a single activity or purchase. The CAP describes each cost pool and the methodology that is used to create all active cost pools. The vendor will recommend changes to cost pools and provide documentation on the proposed allocation methodology and a cost analysis of the proposed cost pool changes by cost pool.

#### **Assess and Evaluate all Statistical Data**

The selected vendor will assess and understand how all statistical data are gathered and how the data are analyzed and used in the CAP. Generally, statistical data are used to allocate costs associated with cost pools to various federal and state programs based on an effort reporting methodology. The selected vendor must assess whether the many faceted approach used is consistent with best practices and those of other States. The vendor will recommend changes for efficiencies and cost effectiveness while providing a cost allocation methodology acceptable to federal agencies.

#### **Assess Impact of Staff and Funding Shift to ODM**

The selected vendor must identify and understand the impact of staff and funding moving from ODJFS to ODM and how this will necessitate changes in the CAP. Since 2011, some ODJFS staff members with expertise in

administering Medicaid programs have been transferred to ODM, resulting in changes to the ODJFS Table of Organization. Future transfers are being contemplated including some employees from all of the support offices, such as Fiscal and Monitoring Services and Communications. ODJFS will need to keep a few employees with expertise in Medicaid, and many employees' job duties will change radically. ODM may elect to have ODJFS continue to provide some Medicaid services on ODM's behalf, which will require that Medicaid funding continue in ODJFS cost pools structure. This will impact how ODJFS is structured at the state level, but it could also impact county level job and family service, child support, and children's services agencies in many of Ohio's 88 counties that are funded primarily by ODJFS. The vendor will recommend changes to the CAP to account for the shifts in personnel and changing job functions.

## SECTION II. PROCUREMENT PROCESS INFORMATION

### 2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
March 28, 2013	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
April 11, 2013	Vendor Q&A period for vendor questions closes, 8 a.m. - <b>No further inquiries for RFP clarification will be accepted.</b>
April 15, 2013	ODJFS provides final answers to vendor questions (estimated).
<b>3:00 P.M. Thursday, May 2, 2013</b>	<b>Deadline for vendors to submit proposals to ODJFS (3:00 p.m.).</b> - This is the beginning the ODJFS process of proposal review. <b>LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.</b>
May 15, 2013	ODJFS issues contract award notification letter (estimated). - <b>Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.</b>
<b>July 8, 2013</b>	Controlling Board review of contract ** ( <i>estimated—if applicable</i> ). - <b>Contract with the selected vendor may require review and approval.</b>
July, 2013	Implementation* ( <i>estimated</i> —following notification of all contractual and funding approvals). - <b>ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.</b>

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 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 contractor when the requirements of ORC Section 126.07 have been met.

\*\* Subject to approval by the Controlling Board, the contract period is expected to run from approximately July, 2013 through June 30, 2015, with no possibility for a renewal contract.

## **2.2 Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity**

Vendors may ask clarifying questions regarding this RFP provided those questions are asked via the Internet during the question and answer (Q&A) period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, vendors must use the following Internet process:

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- \* **Select “About Us” on the front page;**
- \* **Select “Doing Business with ODJFS;”**
- \* **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- \* **Select RFP Number *JFSR1415118045*;**
- \* **Click the “Submit an Inquiry” Button to ask a question about the RFP; and,**
- \* **Follow the instructions to send an e-mail question.**

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

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

ODJFS responses to questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for reference by all vendors. Questions about this or any ODJFS RFP are answered by ODJFS **only** in this public forum. **ODJFS reserves the right to determine whether to post answers to vendor questions (e.g., as received before or after the closing of the Q&A period).**

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

**Accessibility to vendor questions and ODJFS answers will be clearly identified on the website dedicated to this RFP, once any answers are made available.**

**IMPORTANT:** Requests from vendors for copies of previous RFPs or past vendor proposal or score sheets or past or current contracts for this or similar past projects, are Public Records Requests (PRRs), and are not

clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored; however, the posted time frames for ODJFS responses to Internet questions submitted for RFP clarification do not apply to PRRs.

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

There is an established time period for the vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable, above). ODJFS may disregard those questions submitted past the stated time frame for submission of vendor questions, or which do not pertain to issues of RFP clarity, or which are requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

### **2.3 Communication Prohibitions**

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

The only exceptions to this prohibition are as follows:

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

\* **Important Note:** Amendments to the RFP or to any documents related to it will be accessible to vendors through the original web page established for the RFP. All interested vendors must refer to that web page

regularly for amendments or other announcements. ODJFS may not specifically notify vendors of changes or announcements related to this RFP except through the website posting. It is the affirmative responsibility of vendors to be aware of and to fully respond to all updated information posted on this web page.

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

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

## **2.4 Program Resource Library**

ODJFS recognizes that interested vendors might want more details about the Cost Allocation Plan, and so the Program Resource Library has been created and is available for review here; <http://jfs.ohio.gov/ofsfy13CAPPlan.stm>. The State of Ohio Cost Allocation Plan, State Fiscal Year 2013, July 1, 2012 - June 30, 2013 will be available.

State of Ohio Cost Allocation Plan, State Fiscal Year 2013, July 1, 2012 - June 30, 2013 is available electronically. The Office of Fiscal and Monitoring Services is responsible for the analysis, preparation, and submission of this plan, which is sent to HHS quarterly. The CAP provides the necessary information and supporting documentation required for the federal government to assess the department's operations, document the administrative functions provided by each operational unit and the accounts to which administrative costs are charged.

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

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

### **3.1 Mandatory Vendor Qualifications**

- A. ODJFS will consider proposals from vendors who have five (5) years of experience in management consulting services for Federal public assistance revenue maximization projects, which includes developing industry best practices, enhancing CAPs for multiple states and designing or amending data processing systems which support governmental CAP programs;
- B. The vendor must also have a minimum of five years experience with federal grants management for a large (minimum of \$200 million in federal awards) government agency, including establishment of a system of federal reimbursement for administrative claims. The federally funded programs must have included one or more of these federal departments: the U.S.

Department of Health and Human Services; the U.S. Department of Agriculture; and/or the U.S. Department of Labor;

- C. The vendor must have at least five (5) years of experience to include designing and implementing public cost allocation plans which result in revenue maximization, analyzing and developing statistical allocation bases and in providing documentation to support a public assistance cost allocation plan.

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

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

As part of the evaluation process, vendors are to provide the following information to be scored by ODJFS:

- A. Samples of at least two, but no more than four, similar sized projects completed in the past five years that demonstrate expertise in maximization of public assistance revenue utilization, recommending development and amendments to a state public assistance plans, and government data processing projects.
- B. Documentation showing that the vendor has a minimum of five (5) years experience with one or more of the following federal programs in the U.S. Department of Health and Human Services, in the U.S. Department of Agriculture and/or in the U.S. Department of Labor. Documentation demonstrating processes for federal grants management for a large (minimum of \$200 million in federal awards) government agency including establishment of a federal reimbursement claims system.
- C. Documentation of at least five (5) years of experience to include designing public assistance CAPs, revenue maximization services, plan development to include any IT needs with examples of accomplishing these tasks within the past five (5) years, including the end product.
- D. Documentation of five (5) years of experience dealing with past revenue maximization projects addressing financial impact for state funding, the use of state funding to match federal dollars, and ways to use state dollars and meet Maintenance Of Effort (MOE) requirements.
- E. Documentation of examples of prior services performed within the past two (2) to five (5) years that show successfully captured federal funds.
- F. The names and contact information for at least two entities for which the vendor has performed maximization of federal funds in similar large scale projects in the past five (5) years. This also requires a one page (maximum) narrative summary with a copy or description of the scope of work for each of the projects.

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

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

- A. Identify, by position and by name, those staff considered key to the project's success. This must include, at minimum, a Project Manager and an Assistant Project Manager. The Project Manager must have at least five (5) years of experience managing projects directed toward evaluating and designing public assistance CAPs, with a focus on revenue maximization services, plan development and identification of IT requirements.
- B. The Assistant project manager should possess similar skills with 2-3 years experience and hands on project management experience.
- C. Resume(s) required for key staff expected to work on the project documenting education and experience.

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

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

### **4.1 Scope of Work**

**A. Assess Current Organization and CAP Structure:**

The selected vendor for this project will be required to review ODJFS' federal claims practices and processes to identify and report on opportunities to increase allowable federal claims on a prospective and retrospective basis. The selected vendor will also be required to review and analyze the current ODJFS public assistance cost allocation plan in light of current organizational structures and processes to identify potential opportunities to maximize allowable federal claims in a manner consistent with federal cost principles and requirements, while increasing administrative efficiencies.

**B. Evaluate Statistical Allocation Base:**

Administrative costs are allocated to federal grants based on statistical metrics which reflect individual and departmental efforts in support of a specific grant. A variety of statistics, collected through a series of processes are compiled as a basis of cost allocation. All statistical components should be evaluated to assess the degree to which they support an accurate allocation to the program, and the cost effectiveness of the gathering technique.

**C. Simplify CAP:**

Another requirement is that the selected vendor review management operations and identify areas for improved efficiency and potential staffing needs. It is expected that the selected vendor will be well

versed in the cost allocation techniques of several comparably sized states and have synthesized the most effective aspects of each into a best practice recommendation.

**D. Develop CAP to Maximize Federal Revenues:**

The selected vendor will be required to identify opportunities for the most efficient use of state funding as it pertains to leveraging existing state funding for federal match purposes, to attract additional federal funds.

**E. Explore New Grant Revenues:**

Based on learning from other states, the selected vendor will identify any additional grant funding sources available to support current ODJFS programs and/or to support any new initiatives the agency may pursue.

**F. Evaluate Technology Changes:**

The selected vendor will provide an opinion as to the suitability of the existing in-house software system to produce and maintain the state's CAP as recommended in the engagement. Detailed design recommendations will be part of a subsequent RFP if the existing system is deemed to be significantly lacking in the capability to support a re-designed CAP that is the result of this engagement.

Additionally, vendor proposals submitted in response to this RFP must reflect the vendor's understanding of, and commitment to, perform this Scope of Work fully. The selected vendor will be responsible for the deliverables as described in Section 4.4, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing their proposals, all vendors must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.

#### **4.2 Staff Interaction**

The selected vendor's staff will work with the Office of Fiscal and Monitoring Services, Bureau of Budget and Cost Management of ODJFS. The selected vendor's staff may also work closely with the Bureau Chief and Section Chief of the Bureau of Budget and Cost Management as well as staff members of the Cost Management Section. In addition, the staff will interact with members of the Office of Information Technology.

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

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

- A.** Provide a technical approach and work plan to be implemented. This includes a description of the vendors approach to successfully performing all aspects of the Scope of Work, with an explanation of how the deliverables will be achieved;
- B.** Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;

- C. Provide a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project; and
- D. Provide a timeline for each component of the Scope of Work and the project overall including the staff hours for personnel involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor staff. The vendor must provide the percentage of time each key management person will devote to the project.

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

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

- A. Perform a detailed assessment and make recommendations regarding the agency-wide structure and Table of Organization. To complete this deliverable, the contractor would, at minimum:
  - 1. Identify each department within ODJFS along with their responsibilities and funding sources and make recommendations to streamline the organizational structure (Bureaus, Sections, Units) to increase the opportunities for direct charging federal grants opposed to allocating costs.
  - 2. Identify areas where restructuring or mergers could add efficiency; review for program overlaps and evaluate synergies or partnerships with internal or external stakeholders.

The output for this deliverable, would at minimum, tie funding and organizational structure to existing program structures and make recommendation for improvements; detail program overlaps, funding mergers or restructuring recommendations to streamline costs; address opportunities for efficiency; and, include reassignment of existing resources

- B. Evaluate ODJFS cost pools. To complete this deliverable, the contractor would, at minimum:
  - 1. Analyze the Chart of Accounts and the different chartfields and supporting grants assigned to each department.
  - 2. Evaluate the validity, benefits and necessity of current cost pools used by ODJFS.
  - 3. Evaluate the allocation methodology utilized for each cost pool.

The output for this deliverable would, at minimum, identify each cost pool currently used by ODJFS, their funding, what statistical data is used for disbursement, and a narrative describing the logic for reimbursement. Recommend elimination or combining of existing cost pools to become compliant with best practices while capturing the impact on State and Federal funds.

- C. Evaluate ODJFS' statistical data used to distribute indirect cost pools. To complete this deliverable, the contractor would, at minimum:
  - 1. Assess current statistical data used by ODJFS to complete the CAP, Administrative Cost Report and quarterly federal expenditure reports.
  - 2. Identify which statistical data provides the best indicator of effort to distribute costs per federal grant administered by ODJFS.

3. Access the cost effectiveness and efficiency of gathering and applying each statistical measure.
4. validate the accuracy of current statistical metrics through sampling and testing, which would include a review of the Timekeep Activity Management Module (TAMM).

The output for this deliverable would, at minimum, identify each statistical data used to distribute cost pool expenditures, discuss the validity and chance of human error or manual manipulation of each statistical data used, and identify which cost pools would be impacted by a reduction or change in base of statistical data.

- D. Review and make recommendations regarding the current CAP and Administrative Cost Report (ACR) reporting document structure. To complete this deliverable, the contractor would, at minimum, review the current CAP and ACR documents provided to HHS and determine if the format can be restructured to gain efficiency at all stakeholder levels.

The output for this deliverable would, at minimum, outline the minimum documentation requirements that must be provided to HHS on an annual and a quarterly basis based on experiences with other states and existing best practices. Provide a gap fit analysis of the current plan against a recommended to-be process.

- E. Make recommendations for maximization of Federal administrative expense dollars. To complete this deliverable, the contractor would, at minimum:
1. Review ODFJS federal admin claims practices and processes to identify opportunities to increase allowable federal admin claims on a prospective and retrospective basis.
  2. Review and analyze the current ODJFS cost allocation plan in light of current organizational structures and processes to identify potential opportunities to maximize allowable federal claims in a manner consistent with federal cost principles and requirements.
  3. Identify opportunities for the most efficient use of state funding as it pertains to leveraging state funding used for federal match purposes, and also through otherwise limiting state spending.

The output for this deliverable would, at minimum, provide a benchmark analysis of Ohio's federal admin reimbursement history against comparable states. Compare and contrast Ohio practices and provide specific recommendations for revenue maximization.

- F. Identify underused federal grants. To complete this deliverable, the contractor would, at minimum, identify any additional grant funding sources available which support the mission of ODJFS that can be used to offset additional administrative costs through charges to the administrative provisions of the grant.

The output for this deliverable, at minimum, will be based on learning from other states, to describe in detail current grants management capacity and opportunities for efficiency; provide an assessment of potential staff capacity requirements as it relates to any proposed new grant opportunities identified by vendor; and, provide a list of proposed federal grants, grant types, and/or programs matching ODJFS programs initiatives.

**G. Make recommendations for improving CAPIS system.**

The output for this deliverable would, at minimum, provide a written opinion as to the suitability of the existing in-house software system to produce and maintain the states CAP as recommended in the engagement. Detailed design recommendations will be part of a subsequent RFP if the existing system is deemed to be significantly lacking in the capability to support a re-designed CAP plan resulting from this engagement.

Proposals must include a detailed description of how the vendor would perform each of the deliverables specified above so that the resulting outputs would accomplish ODJFS purposes.

**The contractor must provide ODJFS with all supporting records and requirements pertaining to this project.**

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

The vendor will be compensated upon completion of each of the seven (7) deliverables, as described below, as determined by the ODJFS contract manager. The deliverables are weighted in the following manner:

Deliverable A 10% of total proposed project cost  
Deliverable B 10% of total proposed project cost  
Deliverable C 10% of total proposed project cost  
Deliverable D 17.5% of total proposed project cost  
Deliverable E 17.5% of total proposed project cost  
Deliverable F 17.5% of total proposed project cost  
Deliverable G 17.5% of total proposed project cost

Upon completion of each deliverable, the vendor will submit a written request for payment along with the supporting documentation evidencing the completion of the task. The ODJFS contract manager will review the attached documentation and schedule a review session to discuss the deliverable completion status. When the contract manager is satisfied that the deliverable has been completed, payment of the applicable percentage of the project total, will be authorized.

### **SECTION V. PROPOSAL FORMAT & SUBMISSION**

#### **5.1 Proposal Submission Information**

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

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

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

inconsistencies and may make its scoring and vendor selection decisions accordingly, including the decision to disqualify the vendor.

**AND**

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

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **May 2, 2013** Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

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

The entire vendor technical proposal should be converted into **one single secure .pdf document** saved to the technical proposal CD-ROM submitted to ODJFS, if possible. If the proposal's size necessitates more than a single .pdf document to contain the entire technical proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible.

Along with the technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR COST ALLOCATION PLAN SERVICES, RFP: JFSR1213118045 SUBMITTED BY [VENDOR'S NAME HERE]."**

Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The 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.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a vendor's proposal submission (*e.g.*, letters of recommendation from past customers) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be added to any previously received submissions, nor will they be considered.

OCA will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline (date and time). For hand delivery on the due-date, vendors must allow sufficient time for traffic incidents, downtown parking considerations, and for security procedures in the lobby of the Rhodes State Office Tower (address as stated above) and on the 31<sup>st</sup> Floor. All proposals must be received **no later than the specified deadline, both date and time**, by the Office of Contracts and Acquisitions (OCA), on the 31<sup>st</sup> Floor of the Rhodes Tower. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

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

## **5.2 Format for Organization of the Proposal**

In developing their proposals, vendors must fully and appropriately plan and cost out their proposed projects (cost information must be restricted to the cost proposal only), including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFP. The vendor's technical proposal must contain the following components, at minimum. It is mandatory that vendor proposals be organized in the following order and that wherever appropriate, sections/portions of the vendor proposal make reference by section number/letter to those RFP requirements to which they correspond.

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

### **A. Proposal Organization**

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

Vendors must organize their technical proposals in the following order:

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

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

**Attachment A., Section II. -- Standard Affirmation and Disclosure Form** Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every vendor or applicant seeking to do business with the Ohio Department of Job and Family Services. This must either be submitted as part of the response to any request for proposals, invitation to bid, request for grant applications, informal

quotations, or other such competitive process. **Failure by any vendor to complete, sign, and return the Standard Affirmation and Disclosure Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

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

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

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.23, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

## **Tab 2** Vendor Experience and Qualifications

### **Sub-Tab 2a.** Mandatory Vendor Qualifications (Section 3.1, A through C)

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

### **Sub-Tab 2b.** Organizational Experience and Capabilities (Section 3.2, A through F)

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

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

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

## **Tab 3** Proposed Work Plan for the Scope of Work (Section 4.1, A through F)

**Sub-Tab 3a.** Activity A

**Sub-Tab 3b.** Activity B

**Sub-Tab 3c.** Activity C (etc.)

This section should describe in detail how the vendor proposes to successfully perform, at minimum, each activity of the scope of work identified in Sections 4.1, Proposed Work Plan for the Scope of Work. The responses must address each activity fully.

**Tab 4** Administrative Structures (Section 4.3, A through D)

- Sub-Tab 4a.** Item A
- Sub-Tab 4b.** Item B
- Sub-Tab 4c.** Item C
- Sub-Tab 4d.** Item D

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

**Tab 5** Specifications of Deliverables (Section 4.4, A through G)

- Sub-Tab 5a.** Deliverable A
- Sub-Tab 5b.** Deliverable B
- Sub-Tab 5c.** Deliverable C (etc.)

This section should describe in detail how the vendor proposes to successfully achieve each of the deliverables specified in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each deliverable identified in Section 4.4 behind separate sub-tabs as described above.

**Tab 6** (Optional - as needed) Vendor Attachments or Appendices *(for example, required excerpts/samples of work products described in RFP Section 3.2 may be presented here.)*

**B. Cost Proposal**

**Three** (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR COST ALLOCATION PLAN SERVICES, RFP: JFSR1213118045 SUBMITTED BY [VENDOR'S NAME HERE]."**

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

Vendors are to complete the Cost Proposal Form, provided as Attachment D. to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. Vendors are to use their professional comprehension of the effort required to perform the services listed in Section 4.4 Specifications of Deliverables and to offer to ODJFS its flat, all-inclusive fee. The price offered in the vendor's cost proposal will be the price in effect throughout the contract period.

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

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

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

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

**SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION**

**6.1 Scoring of Proposals**

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their technical and cost proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Budget and Cost Management and their designees.

Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

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

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

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

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

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

Any proposal 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. **Please refer to Attachment C., Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

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

*After establishing which vendor proposals are technically qualified to advance to Phase III. for consideration of their corresponding cost proposals, vendors will receive additional considerations for demonstrating an Ohio presence and/or that they are a current certified MBE/EDGE vendor as specified in the Technical Proposal Score Sheet. For those technically qualified vendors with an Ohio presence and/or currently certified MBE/EDGE vendor their final technical score will be the sum of the score they earned according to the Phase II. review described above plus the additional points as specified on the Technical Proposal Score Sheet. That sum will be used for those vendors in Phase III., as described below.*

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

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

ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal. Vendors may then submit one last and best offer, or may request that ODJFS view its original cost proposal as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, ODJFS will then consider 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.

**6.2 Review Process Caveats**

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

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

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

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

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

### **6.3 Final Vendor Recommendation**

The PRT will recommend to the Director of ODJFS (or the Director's designee) the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP.

### **6.4 Tie Breaker**

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

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 Protests**

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
  1. The name, address, and telephone number of the protestor;
  2. The name and number of the RFP being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODJFS;
  5. A statement as to the form of relief requested from ODJFS; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
  
- B. A timely protest shall be considered by ODJFS, if it is received by the ODJFS Office of Contracts and Acquisitions, within the following periods:
  1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
  2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the *eighth (8th) business 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. The 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.

## **7.2 Caveats**

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

## **SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS**

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

### **8.1 State Contracts**

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

## 8.2 Interview

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

## 8.3 Start Work Date

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

## 8.4 Proposal Costs

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

## 8.5 Trade Secrets Prohibition; Public Information Disclaimer

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

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

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

## 8.6 Contractual Requirements

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

- B. Many of the terms and conditions contained in the model contract (See Attachment B.) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Sections 3119, 3121, 3123 and 3125 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

### **8.7 Travel Reimbursement**

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

### **8.8 Minority Business Enterprise**

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

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

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

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

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

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

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

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

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

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

#### **8.10 Public Release of Evaluations and/or Reports**

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

#### **8.11 Confidentiality**

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

### **8.12 Key Personnel**

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

### **8.13 Ethical & Conflict of Interest Requirements**

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

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

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

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

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

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

### **8.16 Proposal Clarifications**

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

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

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

### **8.18 Unresolved Findings for Recovery (ORC 9.24)**

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

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

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

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

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

ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter's potential impact on the vendor's performance of the work, and the best interests of ODJFS.

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

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

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

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

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

Vendors that can demonstrate in their proposals that they either currently have a physical presence in Ohio or have concrete plans for establishing a physical presence will be given additional scoring consideration. In order to be acknowledged as a vendor with an Ohio presence, vendors must comply with instructions provided in this RFP, Section 5.2, Format for Organization of the Proposal, and provide information on the nature of the work and the number and type of vendor personnel at the Ohio location. Details of how an Ohio presence will be considered in the proposal scoring process are provided in Section 6.1, Scoring of Proposals.

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

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

#### **8.25 Proposal Submissions as Public Record**

**Vendors will be required to attest in Attachment A., Section I., Item #15 that no information included in their proposal submission is confidential and/or a trade secret (as defined in Sections 3.3, and 8.5 of the RFP) and may be posted in its entirety on the Internet for public viewing, or otherwise publicly released.** 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 information. The vendor affirms that it shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in any public records requests.

**SECTION IX. ATTACHMENTS AND THEIR USES**

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

Thank you for your interest in this project.

# **Attachment A**

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

**Section I – Required Vendor Information**

**Section II - Location of Business Form**

Attachment A

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



**Attachment A.**

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

**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 may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- 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.

Signature Page Would Follow Here in Actual Contract

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**ATTACHMENT C**  
**RFP#: JFSR1415118045**  
**Technical Proposal Score Sheet**

**PHASE I: Initial Qualifying Criteria**

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1 5.2, C.		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed (in all required parts) by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2, A.		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	8.18 / 8.19 8.20		
5	Has the vendor demonstrated five (5) years of experience in management consulting services for Federal public assistance revenue maximization projects, which includes developing industry best practices, enhancing CAP plans for multiple states and designing or amending data processing systems which support governmental CAP programs.	3.1, A		
6	Has the vendor demonstrated a minimum of five years experience with federal grants management for a large (minimum of \$200 million in federal awards) government agency, including establishment of a system of federal reimbursement for administrative claims. The federally funded programs must have included one or more of these federal departments: the U.S. Department of Health and Human Services; the U.S. Department of Agriculture; and/or the U.S. Department of Labor.	3.1, B		
7	Has the vendor demonstrated at least five (5) years of experience to include designing and implementing public cost allocation plans which result in revenue maximization, analyzing and developing statistical allocation bases and in providing documentation to support a public assistance cost allocation plan.	3.1, C		
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 RFP?	8.5		
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?	3.3 5.2, D.		

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

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

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

**Technical Performance Scoring Definitions:**

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

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

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

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **600** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **790** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>VENDOR QUALIFICATIONS</b>							
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>							
1	The vendor has provided samples of at least two, but no more than four, similar sized projects completed in the past five years that demonstrate expertise in <u>maximization of public assistance revenue</u> utilization, recommending development and <u>amendments to a state public assistance plans</u> , and <u>government data processing projects</u> .	3.2, A.	5				
2	The vendor has included documentation showing that they have a minimum of five (5) years experience with one or more of the following federal programs in the U.S. Department of Health and Human Services, in the U.S. Department of Agriculture and/or in the U.S. Department of Labor. Documentation demonstrating processes for federal grants management for a large ( <u>minimum of \$200 million</u> in federal awards) government agency including establishment of a federal reimbursement claims system.	3.2, B.	5				
3	The vendor has included documentation of at least five (5) years of experience to include <u>designing public assistance CAPs</u> , <u>revenue maximization services</u> , plan development to include <u>any IT needs</u> with examples of accomplishing these tasks within the past five (5) years, including the end product.	3.2, C.	5				
4	The vendor has included documentation of five (5) years of experience dealing with past revenue <u>maximization</u> projects addressing financial impact for <u>state funding</u> , the use of state funding to <u>match</u> federal dollars, and ways to use state dollars and meet maintenance of effort ( <u>MOE</u> ) requirements.	3.2, D.	4				
5	The vendor has included documentation of examples of prior services performed within the past two (2) to five (5) years that show <u>successfully captured federal funds</u> .	3.2, E.	4				
6	The vendor has included the <u>names and contact information</u> for at least two entities for which the vendor has performed maximization of federal funds in similar large scale projects in the past five (5) years. This also requires a one page narrative summary with a copy of the deliverables.	3.2, F.	2				
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>							
In this section, the vendor must have identified the individual(s) who will fulfill each of these roles and must have clearly demonstrated that each identified individual has the required education and experience to fulfill his/her assigned position and, if applicable, explained the methodology that has been or will be utilized in carrying out responsibilities under the contract. Key positions will require profiles and curriculum vitae.							
7	Identify, by position and by name, those staff considered key to the project’s success. This must include, at minimum, a Project Manager and an Assistant Project Manager. The Project Manager must have at least five (5) years of experience managing projects directed toward evaluating and designing public assistance CAPs, with a focus on revenue maximization services, plan development and identification of IT requirements.	3.3, A.	5				
8	The vendor has demonstrated that the Assistant project manager has similar skills with 2-3 years experience and hands on project management experience.	3.3, B.	2				
9	The vendor has included Resume(s) required for key staff expected to work on the project documenting education and experience.	3.3, C.	3				
<b>ADMIN. STRUCTURES—PROPOSED WORK PLAN</b>							
10	The vendor has provided a technical approach and work plan to be implemented. This includes a description of the vendor’s approach to <u>successfully performing all aspects of the Scope of Work</u> .	4.3, A.	5				
11	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	4.3, B.	3				
12	The vendor has provided a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project.	4.3, C.	1				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
13	The vendor has provided a timeline for each component of the Scope of Work and the project overall including the staff hours for personnel involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor staff. The vendor must provide the percentage of time each key management person will devote to the project.	4.3, D.	4				
<b>SPECIFICATIONS OF DELIVERABLES</b>							
14	<p>The vendor has provided a detailed description of how they will perform a detailed assessment and make recommendations regarding the agency-wide structure and Table of Organization. To complete this deliverable, the contractor would, at minimum:</p> <ol style="list-style-type: none"> <li>1. Identify each department within ODJFS along with their responsibilities and funding sources and make recommendations to streamline the organizational structure (Bureaus, Sections, Units) to increase the opportunities for direct charging federal grants opposed to allocating costs.</li> <li>2. Identify areas where restructuring or mergers could add efficiency; review for program overlaps and evaluate synergies or partnerships with internal or external stakeholders.</li> </ol> <p><u>The output for this deliverable</u>, would at minimum, tie funding and organizational structure to existing program structures and make recommendation for improvements; detail program overlaps, funding mergers or restructuring recommendations to streamline costs; address opportunities for efficiency; and, include reassignment of existing resources</p>	4.4, A.	5				
15	<p>The vendor has provided a detailed description of how they will evaluate ODJFS cost pools. To complete this deliverable, the contractor would, at minimum:</p> <ol style="list-style-type: none"> <li>1. Analyze the Chart of Accounts and the different chart fields and supporting grants assigned to each department.</li> <li>2. Evaluate the validity, benefits and necessity of current cost pools used by ODJFS.</li> <li>3. Evaluate the allocation methodology utilized for each cost pool.</li> </ol> <p><u>The output for this deliverable</u> would, at minimum, identify each cost pool currently used by ODJFS, their funding, what statistical data is used for disbursement, and a narrative describing the logic for reimbursement. Recommend elimination or combining of existing cost pools to become compliant with best practices while capturing the impact on State and Federal funds.</p>	4.4, B.	5				
16	<p>The vendor has provided a detailed description of how they will evaluate ODJFS' statistical data used to distribute indirect cost pools. To complete this deliverable, the contractor would, at minimum:</p> <ol style="list-style-type: none"> <li>1. Assess current statistical data used by ODJFS to complete the CAP, Administrative Cost Report and quarterly federal expenditure reports.</li> <li>2. Identify which statistical data provides the best indicator of effort to distribute costs per federal grant administered by ODJFS..</li> <li>3. Assess the cost effectiveness and efficiency of gathering and applying each statistical measure.</li> <li>4. Validate the accuracy of current statistical metrics through sampling and testing, which would include a review of the Timekeep Activity Management Module (TAMM).</li> </ol> <p><u>The output for this deliverable</u> would, at minimum, identify each statistical data used to distribute cost pool expenditures, discuss the validity and chance of human error or manual manipulation of each statistical data used, and identify which cost pools would be impacted by a reduction or change in base of statistical data.</p>	4.4, C.	5				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
17	<p>The vendor has provided a detailed description of how they will review and make recommendations regarding the current CAP and Administrative Cost Report (ACR) reporting document structure. To complete this deliverable, the contractor would, at minimum, review the current CAP and ACR documents provided to HHS and determine if the format can be restructured to gain efficiency at all stakeholder levels.</p> <p><u>The output for this deliverable</u> would, at minimum, outline the minimum documentation requirements that must be provided to HHS on an annual and a quarterly basis based on experiences with other states and existing best practices. Provide a gap fit analysis of the current plan against a recommended to-be process.</p>	4.4, D.	5				
18	<p>The vendor has provided a detailed description of how they will make recommendations for maximization of Federal administrative expense dollars. To complete this deliverable, the contractor would, at minimum:</p> <ol style="list-style-type: none"> <li>1. Review ODFJS federal admin claims practices and processes to identify opportunities to increase allowable federal admin claims on a prospective and retrospective basis.</li> <li>2. Review and analyze the current ODJFS cost allocation plan in light of current organizational structures and processes to identify potential opportunities to maximize allowable federal claims in a manner consistent with federal cost principles and requirements.</li> <li>3. Identify opportunities for the most efficient use of state funding as it pertains to leveraging state funding used for federal match purposes, and also through otherwise limiting state spending.</li> </ol> <p><u>The output for this deliverable</u> would, at minimum, provide a benchmark analysis of Ohio's federal admin reimbursement history against comparable states. Compare and contrast Ohio practices and provide specific recommendations for revenue maximization.</p>	4.4, E.	5				
19	<p>The vendor has provided a detailed description of how they will identify underused federal grants. To complete this deliverable, the contractor would, at minimum, identify any additional grant funding sources available which support the mission of ODJFS that can be used to offset additional admin costs through charges to the administrative provisions of the grant.</p> <p><u>The output for this deliverable</u>, at minimum, will be based on learning from other states, to describe in detail current grants management capacity and opportunities for efficiency; provide an assessment of potential staff capacity requirements as it relates to any proposed new grant opportunities identified by vendor; and, provide a list of proposed federal grants, grant types, and/or programs matching ODJFS programs initiatives.</p>	4.4, F.	3				
20	<p>The vendor has provided a detailed description of how they will make recommendations for improving CAPIS system.</p> <p><u>The output for this deliverable</u> would, at minimum, provide a written opinion as to the suitability of the existing in-house software system to produce and maintain the states CAP plan as recommended in the engagement. Detailed design recommendations will be part of a subsequent RFP if the existing system is deemed to be significantly lacking in the capability to support a re-designed CAP plan resulting from this engagement.</p>	4.4, G.	3				
<b>TRADE SECRET INFORMATION</b>							
21	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	8.5			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 600 points.)

Yes \_\_\_\_\_

No \_\_\_\_\_

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

Based upon the Phase II A. Total Technical Score earned, does the vendor's proposal proceed to Phase II B. for additional consideration for demonstrating an Ohio Presence and/or being a current MBE-EDGE vendor? (Vendor's Total Phase II A. Technical Score must be at least 600 points.)

Yes \_\_\_\_\_

No \_\_\_\_\_ (If "No," Vendor's Technical Proposal will not receive further consideration and their Cost Proposal will not be opened.)

PHASE II B.— Additional Consideration		RFP Sec. Ref.	N O	YES (+10 pts. each)
1.	Ohio Presence--Has the vendor provided evidence of having an Ohio presence?	5.2, 8.23		
2.	MBE-EDGE Vendor--Has the vendor provided evidence that it is an MBE or EDGE vendor?	8.8		
		<b>PHASE II. B. TOTAL POINTS: [20 max. allowable points]</b>		
		<b>VENDOR'S GRAND TOTAL SCORE [Phase II A. + Phase II B. pts.]:</b>		

**ATTACHMENT D**  
**RFP#: JFSR1415118045**  
**Cost Proposal Form**

**Instructions:**

Vendors are to complete the Cost Proposal Form, provided as Attachment D. to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. Vendors are to use their professional comprehension of the effort required to perform the services listed in Section 4.4 Specifications of Deliverables and to offer to ODJFS its flat, all-inclusive price. The price offered in the vendor's cost proposal will be the price in effect throughout the contract period.

Please refer to RFP Section 4.5 Selected Vendor Compensation Structure for the payment schedule.

Vendor Name: \_\_\_\_\_

Proposed flat, all-inclusive price: \_\_\_\_\_

Vendor Representative: \_\_\_\_\_  
(Name and title)

Signature: \_\_\_\_\_