



Department of
Job and Family Services

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

April 17, 2013

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) # JFSR1415158047 for the purpose of obtaining one vendor to conduct an evaluation study of an enhanced OhioMeansJobs (e-OMJ) project. Interested vendors must be currently certified by the Ohio Department of Administrative Services (DAS) as a Minority Business Enterprise (MBE), experienced in the tools and methods of social program evaluation, to assess the program designs, operations, and goals of grant-funded projects. The selected vendor will implement the methods of the evaluation design (tools and methods) which ODJFS expects to be approved by the U.S. Department of Labor (USDOL) before implementation of this evaluation project. The selected vendor will serve as the primary contact with the study participants.

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

ODJFS, Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor, Suite 3150
Columbus, Ohio 43215-3414
PH: (614) 728-5693

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

Sincerely,

Signature on file

Jay Easterling
Deputy Director
Contracts and Acquisitions

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

***Workforce Innovation Grant
Enhanced-Ohio Means Jobs (e-OMJ)
Program Evaluation Component
Services***

RFP Number JFSR1415158047

The Ohio Department of Job and Family Services

**Workforce Innovation Grant
Enhanced-Ohio Means Jobs (e-OMJ)
Program Evaluation Component
Services RFP**

RFP: JFSR1415158047

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**ODJFS REQUEST FOR PROPOSALS (RFP):
Workforce Innovation Grant
Enhanced-Ohio Means Jobs (e-OMJ)
Program Evaluation Component
Services RFP**

RFP: JFSR1415158047

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) to obtain one qualified vendor to conduct an evaluation study of an enhanced OhioMeansJobs (e-OMJ) project. Interested vendors must be currently certified by the Ohio Department of Administrative Services (DAS) as a Minority Business Enterprise (MBE), and experienced in the tools and methods of social program evaluation, to assess the program designs, operations, and goals of grant-funded projects. The selected vendor will implement the methods of the evaluation design (tools and methods) which ODJFS expects to be approved by the U.S. Department of Labor (USDOL) before implementation of this evaluation project. The selected vendor will serve as the primary contact with the study participants.

To be selected to perform the work described in this RFP, a vendor must possess experience and expertise in performing social program research, evaluation, and statistical analyses. The selected vendor will be required to assign dedicated staff to provide expert assistance and coordination of services, and to implement highly prescriptive research-based methodologies, protocols, and processes to achieve valid results. The selected vendor will be required to: apply logic models in both rural and urban settings using random assignment techniques to implement the pre-determined sample size; measure program satisfaction, progress, self-efficacy, etc., over multiple time periods using the designated instruments; develop, implement, and evaluate corrective action plans for the amelioration of low or unrepresentative samples; and access data from Ohio's Workforce Case Management system (formerly known as SCOTI) to track study participant activities.

ODJFS uses the term "vendor" in this RFP to refer to any Ohio-certified MBE vendor that may submit a proposal to this RFP. The terms "contractor," "selected vendor," or "the evaluator" will be used in this RFP to refer to the one vendor selected through this RFP process as the evaluator for the e-OMJ project.

1.2 Background

In March 2012, ODJFS applied for a Workforce Innovation Fund (WIF) grant to add enhanced services to the OhioMeansJobs system, and in June 2012, was awarded a \$12 million grant by the USDOL for this purpose. The WIF grant requires an evaluation study which meets the highest level of scientific rigor. The highest level of rigor for the service delivery innovation directly focused on participant outcomes is a random assignment study.

Currently, the primary service delivery mechanism for assisting job seekers and employers is the One-Stop system created under the Workforce Investment Act (WIA) of 1998. During the next three years, ODJFS will add new services to the existing OMJ system including but not limited to job placement services which parallel the “core” and “intensive” services found in Ohio’s physical One-Stop Centers. These enhanced OMJ services are projected to be piloted in six (6) locations and a significant portion of the vendor activities will take place in those pilot locations.

As the customers’ access core and intensive services, they will create a valuable electronic “backpack” with information on their specific career goals and needs. Using artificial intelligence coupled with advanced technology, the new services will be intuitive, online, and self-directed, so that customers can easily transfer from one service to another. Customers can use their e-backpacks to apply for a variety of funding for training, supportive services, scholarships, foundations, internships, and community programs, including and beyond USDOL programs. Coupled with these on-line services, e-OMJ agents will be available via chat-line, e-mail, and telephone to guide employers and individuals through the services as needed.

ODJFS has already chosen distinguished researchers and academics as the subject matter experts (SMEs) who will design the random assignment study and determine the methodologies, protocols and procedures which meet the grant requirements. The selected vendor will coordinate all work with the SMEs.

1.3 Overview of the Project

The SME will use the random assignment experiment techniques to test the impact of these online services on job placement. The contractor will implement the results of the random assignment to recruit and assign study participants to either the One-Stop (control group) or the e-OMJ (treatment group). The control group will be individuals accessing the traditional face-to-face services in a “bricks and mortar” building, while the treatment group will be individuals accessing these same services online. The control and treatment groups will be categorized into specific cohorts based upon the participant’s entry date into the system, providing assurance that the evaluated individuals are receiving similar services. Upon their initial entry into either the physical One-Stop centers or the existing OMJ website, individuals will be queried by the contractor on their interest in participating in the evaluation study. Figure 1 provides a graphic representation of the evaluation design.

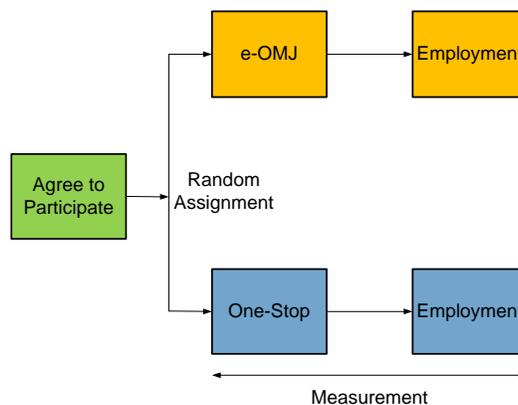


Fig. 1 Evaluation Design

The SME will design, and the selected contractor will implement two categories of measures which will be compared:

- Hard criteria will look at differences between approaches regarding costs, training and placement outcomes, amount of staff assistance used, number of users, cycle time, and others; and,
- Soft criteria will look at differences between the two groups regarding participants' reactions and recommendations to their respective experiences and quantified through survey questionnaires, interviews, focus groups, etc.

1.4 **Objectives of the Project**

This project and its evaluation plan are critical to the future of Ohio's workforce system. Given the pressing demands of reduced budgets, a changing economy, technological changes, and the emerging needs of job seekers and employers, the State of Ohio must develop a refined and resourceful workforce delivery system. e-OMJ addresses Ohio's challenging workforce needs by creating an innovative and integrated online solution. The project design and evaluation plan will enable ODJFS to gather new and important data, the analysis of which will identify long-term implications and "lessons learned" for Ohio's workforce development delivery system.

Another objective is to learn about any systematic patterns across individuals receiving online versus face-to-face services. The implementation of e-OMJ will be a dynamic process, occurring in consecutive, planned stages over a series of years. Thus the evaluation study will be conducted in conjunction with five key implementation phases of the proposed project to measure key variables at regular intervals. Over these phases of the project, ODJFS will use the results from each phase to implement e-OMJ services or evaluation study improvements.

The final objective of the study is to meet the USDOL grant requirements. USDOL has contracted with a third-party vendor (Abt Associates) to provide technical assistance and oversee the evaluation process. ODJFS, the SMEs and the contractor selected from this RFP process will work cooperatively with USDOL and Abt Associates to implement the evaluation study.

SECTION II. **PROCUREMENT PROCESS INFORMATION**

2.1 **Anticipated Procurement Timetable**

DATE	EVENT/ACTIVITY
April 17, 2013	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
May 1, 2013	Vendor Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
May 8, 2013	ODJFS provides final answers to vendor questions (estimated).

3:00 P.M. May 22, 2013	Deadline for vendors to submit proposals to ODJFS (3 p.m.). - This is the beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
June 7, 2013	ODJFS issues contract award notification letter (estimated). - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.
August 5, 2013	Controlling Board review of contract (<i>estimated—if applicable</i>). - Contract with the selected vendor may require review and approval.
August 12, 2013	Implementation* (estimated—following notification of all contractual and funding approvals). - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2014	Project Completion – [Initial State Fiscal Year] All contracted work must be completed and approved by ODJFS Contract Manager.
(SFY 15) July 01, 2014 through June 30, 2015	Possible contract renewal periods**
(SFY 16) July 01, 2015 through June 30, 2016	
(SFY 17) July 01, 2016 through October 31, 2016 (4 months)	
October 31, 2016	Project Completion – [End of renewals] All contracted work must be completed and approved by ODJFS Contract Manager.

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

* 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 August 12, 2013 through June 30, 2014, with the possibility for three renewal contracts that would be in effect from July 1, 2014 through June 30, 2015; July 1, 2015 through June 30, 2016; and, July 1, 2016 through

October 31, 2016, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal may be subject to approval by the Controlling Board.

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 *JFSR1415158047*;**
- * **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

There is no specific library of documents, reports, or other information that vendors interested in this RFP should consider. However, a wide variety of information on ODJFS and its programs which interested vendors may find useful is available to the public via the ODJFS website at <http://jfs.ohio.gov> and also at <https://ohiomeansjobs.com/omj/>.

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

ODJFS is seeking an MBE vendor who possesses experience and expertise in performing social program research, evaluation, and statistical analyses. In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors' proposals MUST provide, at minimum, ALL of the following:

- A. A photocopy (or other independently verifiable evidence) of the vendor's current and valid certification from DAS as an Ohio Minority Business Enterprise included in the vendor's proposal submission. ODJFS will not consider proposals from vendors who are pending MBE certification. Submitting vendor must be an MBE prior to proposal submission [Note: the MBE vendor may not sub-contract.];
- B. Credentials, demonstrated at minimum via a resume, that the proposed MBE evaluation program manager has at a minimum a Bachelor's degree in public administration, social work, or a related field, and at least five years of program evaluation experience in those areas;
- C. Credentials, demonstrated at minimum via a resume, that the proposed data base administrator has at a minimum a Bachelor's degree in computer science, programming, or a related field; and,

- D. An excerpt of no more than 15 pages from one previous program evaluation report (in human services, workforce services, or unemployment support services) completed by the vendor within the last five (5) years demonstrating the vendor's performance in recruiting study participants and gathering data for the study.

Vendors which do not meet ALL the experience and qualifications above 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.

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 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.**

3.2 Organizational Experience and Capabilities

Vendors are to provide the following information for the evaluation process. ODJFS will evaluate and score this information based on how well, or to what degree, it indicates the vendor has had successful experience with work comparable to that described in this RFP, and would therefore be likely to perform successfully in this project.

- A. The vendor proposal must include a narrative of the vendor's demonstrated experience within the past five (5) years in:
1. Evaluating electronic learning (e-learning) systems;
 2. Conducting evaluations performing random assignment techniques;
 3. Managing measurement over multiple time periods using statistically proven methods;
 4. Developing, implementing, and evaluating corrective action plans to ameliorate low or unrepresentative samples; and,
 5. Preparing evaluation report(s) based on the executed design of a program evaluation.
- B. The vendor proposal should include two (2) letters of reference, included within the submitted proposal (NOT submitted separately), from entities for which the vendor has successfully provided services/projects in human services, workforce services or unemployment support services. These references must relate to work that was completed within the past five (5) years.

3.3 Staff Experience and Capabilities

The proposal is to demonstrate significant expertise, in part, through the vendor's ability to understand the ODJFS project and assign staff well-suited to key leadership roles during the evaluation study. Staff for key positions must be identified by name in the vendor proposal, and profiles and resumes and/or curriculum vitae must be provided to demonstrate those persons' qualifications for those positions.

The vendor is to demonstrate, at minimum:

- A. **[Mandatory]** The assignment of an evaluation program manager with, at minimum, a Bachelor’s degree in public administration, social work, or a related field, and at least five years of program evaluation experience in those areas. Scoring preference will be given to vendors that propose an evaluation program manager with a Master’s, or higher, degree in those fields;
- B. **[Mandatory]** The assignment of an evaluation data base administrator with a minimum of a Bachelor’s degree in computer science, programming, or related field; and,
- C. **[Desirable]** The assignment of an evaluation data base administrator (same administrator as above in Section 3.3, B.) who has at least five years of program evaluation experience. This is not a mandatory but is the desired number of years of experience.

Proposals lacking adequate information on staff, or proposing staff who lack the appropriate education and experience, may be disqualified from consideration.

Important: It is the affirmative responsibility of the vendor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor staff 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 Proposed Work Plan for the Scope of Work

After USDOL approves the evaluation design, the selected vendor will be responsible for implementing the study to comply with the highest level of scientific rigor. Specifically, the selected vendor will be responsible for the deliverables from the recruitment, intervention, measurement, data analysis, and intervention improvement/follow-up phases of the e-OMJ project (see Fig. 2 below).

Fig 2: e-OMJ Evaluation Phases in Calendar Quarters

3rd Qtr	4th Qtr	1st Qtr	2nd Qtr		3rd qtr	4th qtr	1st qtr	2nd qtr		3rd qtr	4th qtr	1st qtr	2nd qtr		3rd qtr	4th qtr
2013	2013	2014	2014		2014	2014	2015	2015		2015	2015	2016	2016		2016	2016
Ag Sp	OcNvDc	JaFbMa	ApMyJn		Jl Ag Sp	OcNvDc	JaFbMa	ApMyJn		Jl Ag Sp	OcNvDc	JaFbMa	ApMyJn		Jl Ag Sp	OcNvDc
SFY 2014					SFY 2015					SFY 2016					SFY 2017	
	A. Recruitment															
	B. Intervention															
	C. Measurement at 3, 6, and 12 months															
										D. Data Analysis						
										E. Intervention Improvement						
										F. Project Results Reporting					F. Project Results Reporting (possible)	

Beginning in the fourth quarter of calendar year 2013, the recruitment phase will last for six months and will provide the opportunity to recruit individuals into the evaluation study. The second phase is “intervention.” During this phase of the evaluation, participants will receive e-OMJ services or traditional One-Stop services, depending on the condition to which they are randomly assigned. The third phase is “measurement.” Measures will be administered to both control and treatment groups at regular intervals during this phase of

the evaluation. The fourth phase is “data analysis.” During this phase, evaluators will analyze data in order to address specific evaluation questions. In the fifth phase of the evaluation, referred to as “intervention improvement,” findings will be reviewed, and program enhancements will be implemented. At the conclusion of evaluation activities, the selected vendor will submit program improvement recommendations to ODJFS and the SME based on the established criteria in a final report.

A. Recruitment Phase

During the recruitment phase, the selected vendor will recruit individuals from registered OMJ and Labor Exchange (LE) users as well as from customers physically entering the One-Stop locations at the pilot sites. The selected vendor will be responsible for producing recruitment materials and recruiting individuals into the study. The selected vendor will also be required to develop and implement corrective action to remedy insufficient sample sizes.

Upon entry either online or physically into the One-Stop center, the selected vendor will query customers either in-person or by email about their interest in participating in the evaluation study. These individuals will be offered an incentive (pre-paid cards) to participate.

The fidelity of the random assignment will be controlled by the evaluation registration process. Once the individual agrees to participate in the study, he or she will be required to complete the evaluation registration process. The evaluation registration process will gather basic demographic information including but not limited to name, gender, county residency, date of birth, and educational level. The selected vendor will be responsible for ensuring that all study participants complete the evaluation registration process thoroughly and accurately.

This registration process will be used to track results for customers using services including but not limited to the following outcomes: a). the number of customers using online workforce services; b). the number of online customers using staff-support services; c). type and rate of online services used; d). the number of online customers enrolled into workforce programs; and e). rate of enrolled online customers placed into employment.

Note: Formal enrollment and documented eligibility will be required for individuals entering into any publicly-funded workforce program.

B. Intervention Phase

During the intervention phase, individuals who have agreed to participate in the study will be added to an applicant list, and the SMEs will randomly assign these individuals to either the control or treatment group. Once assignments have occurred, individuals will have access to the same services, either online (e-OMJ process) or through the traditional One-Stop service delivery system. The selected vendor will be responsible for notifying individuals whether they are in the control or treatment group. It is imperative that the selected vendor work with participants to maintain fidelity and avoid contamination of the random assignment process. In part, this will be accomplished by having participants sign (either physically or electronically) the “Rules of Participation” and “Informed Consent” documents. The selected vendor will ensure the participants sign these documents. Additionally, the selected vendor will be responsible for monitoring the service delivery to the study participants and implementing protocols to maintain the fidelity of the study.

C. Measurement Phase

During the measurement phase, the selected vendor will gather data over multiple time periods on key variables after the individual's anniversary of entry in the evaluation study. Based upon USDOL approval of the evaluation plan, data related to key variables will be collected from each participant in the study at enrollment in the study and three months, six months and twelve months after the date of entry into the evaluation study (see Fig. 2).

Key variables that will be measured include: client demographics, job search progress, quality of services and the need for staff assistance with them, satisfaction with programming, job placement, job retention, "empowerment/self-efficacy" and computer literacy. It is important to note that different scales will be employed at different measurement periods and questions will be sequenced as is appropriate given a participant's employment circumstances. For example, participants will not be asked about their need for staff assistance when they complete the Evaluation Registration prior to engaging services. The selected vendor will be encouraged to suggest additional research questions to ODJFS and the SME that are essential to assessing the effects of the e-OMJ services in the pilot locations.

During the measurement phase, the selected vendor will collect reportable data through a combination of new and existing systems. The selected vendor will be responsible for monitoring services to participants in the Ohio's Workforce Case Management System (WCMS) as well as gathering data using mixed mode methods (follow-up surveys, customer satisfaction surveys, interviews, focus groups, etc.) as determined by the SME. It is anticipated that the use of online surveys and other electronic data collection methods will be used as approved by the SME.

The selected vendor must capture all data elements required to fully evaluate the effectiveness of the project strategy. As noted above, the SME will determine which mixed modes will also be used for data collection. The selected vendor will be responsible for implementing these mixed modes for the six pilot locations. Site visits shall be used to gain in-depth information necessary to properly evaluate outcomes of the project.

The selected vendor will be responsible for implementing the designated method for data collection and entering data into the study database. The database will consist of data for approximately 2,400 study participants, and each case record will be consistent with the experiences of the individual client. Each case will include a unique identifier for the client, whether the client was a member of the control or treatment group, and data for each of the variables defined above. The selected vendor must implement data security and confidentiality protocols as defined by the SME. The vendor will transmit database information to ODJFS and to the SME on a bi-weekly basis. The selected vendor will transmit data as directed by ODJFS and/or its designee on when each study participant completes their registration documents, 3, 6, and 12 month measurement periods. This data will be used by ODJFS and/or its designee to provide incentive payments to the study participants. This data will be transmitted in a format and schedule as determined and directed by ODJFS.

D. Data Analysis Phase

During the data analysis phase, the SME will use logistic regression to test the unique impact of "program" on job placement. The other variables described above will constitute covariates, and job placement will constitute the dependent variable in the study. The SME will add "program" as an independent variable in the second regression model in the effort to understand the unique contribution of the program (specifically, e-

OMJ services) to job placement. The study will also test for mean differences (independent group t-tests) between groups over multiple time periods. These t-tests will be used to test for differences in participant outcomes, and will allow ODJFS to understand whether there are statistically significant differences in employment results due to exposure to e-OMJ services.

E. Intervention Improvement

In the intervention improvement phase of the evaluation, available data will allow the SME and the selected vendor to address multiple points in the evaluation process. The selected vendor will provide qualitative feedback obtained through participant interviews to ODJFS and the SME to provide input on ways for ODJFS to improve both the One-Stop and e-OMJ approaches.

F. Project Results Reporting

At the conclusion of evaluation activities, the selected vendor will submit program improvement recommendations to ODJFS and the SME based on the established criteria in a final report. ODJFS will make decisions to improve services based upon the following criteria:

1. The evaluation data indicates that the e-OMJ process was “implementable,” as defined above, with sufficient participation and no obvious problems in implementation;
2. Post-participation data provide evidence that program participants were engaged in the process, satisfied with their experiences, and had an appreciation for its usefulness;
3. There is evidence to suggest that change occurred with a degree of effectiveness, based on pre and post measurements, and that the expected change indicates a “cause and effect” relationship. There is evidence the results may have a longitudinal impact, as measured over multiple points in time; and,
4. The proposed evaluation design provides the rigorous framework to test the e-OMJ process against these standards.

Therefore, the project report should address the above items as well as other information as requested by the SME and ODJFS.

4.2 Number of Participants

In 2011, approximately 2.3 million unique visitors used the two-year old OMJ website that provides job matching assistance. From July 1, 2010 to June 30, 2011, approximately 112,000 customers used self-service tools available at the traditional One-Stop locations. Therefore, based on this historical usage, coupled with our robust outreach efforts, ODJFS is confident that it will easily have a pool of several hundred thousand customers from which it will recruit evaluation participants.

ODJFS employed a power analysis to generate the total sample size and the estimated number of individuals necessary in each condition of the experiment. The evaluation design includes over-sampling to ensure that the post-study power will be adequate. As a result, approximately 2,400 participants will be recruited to participate in this component of the proposed evaluation. However, to keep the evaluation study manageable and still produce valid results, participation in the evaluation project will be over-sampled to 1,200 individuals

in each condition. As a result of attrition, it is anticipated that approximately 400 individuals per condition (a total of 800 individuals) will be participating during the measurement phases. If the attrition rate is high, the selected vendor must take corrective action to ameliorate non-representative sample sizes.

The sample for all components of the evaluation will consist of both males and females who may be employed, underemployed, and unemployed individuals who are "universal" customers in the traditional One-Stop centers. These individuals may range from ages 18 to 60 with varying educational levels. One-Stop centers are located in both urban and rural settings, so the sample will include a mix of races and multi-cultural differences.

4.3 Administrative Structures

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

- A. Provide a status reporting procedure for reporting work completed and resolution of unanticipated problems;
- B. Provide a current organizational chart and specify the key management and administrative personnel who will be assigned to this project;
- C. 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 and a chart showing the number of hours devoted to the project by vendor staff. The vendor must provide the percentage of time each key management person will devote to the project; and,
- D. Provide a narrative description of how the vendor's approach to the performance of the work would accomplish all ODJFS goals and objectives.

4.4 Specifications of Deliverables

The selected vendor shall be required to provide the following activities/deliverables; vendor proposals must describe in detail how, if awarded the contract, the vendor would accomplish each of these deliverables.

A. Deliverable 1: Recruitment

1. Have staff trained on evaluation plan processes and protocols;
2. Submit technical assistance needs to ODJFS and the SME;
3. Administer "incentive" payments to meet key milestones for data collection;
4. Produce material (e.g., posters, pamphlets, videos, etc.) for recruiting individuals (all materials must be approved by ODJFS prior to release.);
5. Recruit individuals (both in person and electronically) to participate in the evaluation from the selected pilot locations until the required sample size is met;
6. Monitor recruitment results to ensure validity of random assignment;
7. Implement corrective action to remedy insufficient sample pool size;
8. Notify individuals of their assignment by the SME to the control or treatment group; and,
9. Implement corrective action to remedy insufficient sample size.

B. Deliverable 2: Intervention

1. Obtain all participants' signature (in-person or possibly electronically) on the "Rules of Participation" and "Informed Consent" documents;
2. Transmit data as directed by ODJFS and/or its designee on when each study participant completes their registration by signing the "Rules of Participant" and "Informed Consent" documents. This data will be used by ODJFS and/or their designee to provide incentive payments to the study participants. This data will be transmitted in a format and schedule as determined and directed by ODJFS;
3. Refine methods to maintain participation;
4. Ensure participants sign any required documents including but not limited to the study agreements, informed consent forms, etc.;
5. Ensure participants complete the "evaluation registration" process thoroughly and accurately;
6. Implement protocols to maintain fidelity; and,
7. Monitor the fidelity process for treatment and control group.

C. Deliverable 3: Measurement

1. Monitor services to study applicants* including but not limited to data available through the state's information system (WCMS). * Applicants are defined as individuals assigned to the control and treatment groups as well as applicants who complete registration but are not eligible for the study. The selected vendor will make maximum use of previously collected information including enrollment and activity data in the federal, state, and local client-tracking information systems;
2. Gather data through surveys, questionnaires, structured interviews, focus groups, etc., as determined by the SME. Vendor activities must be maintained to achieve an overall response rate of at least 50%;
3. Transmit data as directed by ODJFS and/or its designee on when each study participant completes their 3 month, 6 month, and 12 month measurement period. This data will be used by ODJFS and/or its designee to provide incentive payments to the study participants. This data will be transmitted in a format and schedule as determined and directed by ODJFS; and,
4. The selected vendor will be encouraged to suggest additional research questions that they believe are the key to assessing the effects of e-OMJ in the pilot locations. ODJFS expects an array of effects across pilot sites. Site visits shall be used to gain in-depth information necessary to properly evaluate the outcomes of the project.

D. Deliverable 4: Data Analysis

1. Implement data security and confidentiality processes and protocols;
2. Implement data collection instruments; and,
3. Gather, organize and report data to ODJFS and/or SME.

E. Deliverable 5: Intervention Improvement

- Provide qualitative feedback obtained through participant interviews to ODJFS and the SME to provide input on ways for ODJFS to improve both the One-Stop and e-OMJ approaches.

F. Deliverable 6: Reporting

1. Report to ODJFS and/or SME on completion of evaluation tasks on an agreed upon schedule. The selected vendor shall perform appropriate qualitative and quantitative analyses and provide well-written, readable reports suitable for a broad audience. The reports will provide an understanding of any underlying causes for variations in implementing the study among the pilot locations;
2. Provide feedback to ODJFS and/or SME to include, but not limited on, ways to improve the effectiveness and efficiency of the e-OMJ and the evaluation study activities as well as identify potential implications regarding administrative guidance, regulations, technical assistance, and policy;
3. Submit ad-hoc reports to ODJFS and/or SME; and,
4. Suggest new or altered tasks to improve the evaluation plan to ODJFS and/or SME.

All reports are to be provided to ODJFS in an electronic format compatible with ODJFS systems and equipment and a reasonable number of any review copies must also be provided where appropriate.

4.5 Selected Vendor Compensation Structure

On the cost proposal form (provided as Attachment D. to this RFP), vendors are to propose their firm, fixed, all-inclusive cost, by State Fiscal Year, for each deliverable. The proposed prices for each deliverable are to represent the entire cost the vendor offers for the full and successful completion of that deliverable. The sum of the proposed cost of all deliverables to be performed under the resulting contract will be the vendor's total cost for successful completion of the work described in this RFP.

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

The total contract award for the selected proposal will be for the full duration of the project, from the award date through the termination date and any subsequent renewals. Compensation will be made monthly via the submission of invoices. The selected evaluation services vendor must submit valid invoices to ODJFS within ten business days after the last business day of the previous month.

For budgeting reasons, ODJFS reserves the right to request last and best offers from vendors and/or to negotiate with all responding vendors and/or with the selected vendor for removal or reduction of certain aspects of the work. Vendors are to propose costs that reflect the actual level of effort that the vendors, using their professional expertise, believe would be required to fully and successfully achieve the state's goals for this project; ODJFS will not disclose the funding amount available.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

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

- **Six (6)** paper copies (one signed original and 5 copies) and one CD-ROM copy of the technical proposal;

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

AND

- in a sealed, separate envelope, **three (3)** paper copies (one signed original and 2 copies) and one CD-ROM copy of the cost proposal.

The vendor's original technical and cost proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. The vendor's total proposal submission (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **Wednesday, May 22, 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, 31st 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 E-OMJ EVALUATION SERVICES, RFP: JFSR1415158047 SUBMITTED BY [VENDOR'S NAME HERE]."**

The CD-ROM copy of the cost proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the cost proposal must be submitted in the sealed envelope containing the hardcopy cost proposal.**

Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The 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 31st 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 31st 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 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.

Tab 2 Vendor Experience and Qualifications

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

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 B)

In this section, the vendor is to include their response to the organization experience and capabilities requirements 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 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: Recruitment Phase

Sub-Tab 3b. Activity B: Intervention Phase

Sub-Tab 3c. Activity C: Measurement Phase

Sub-Tab 3d. Activity D: Data Analysis Phase

Sub-Tab 3e. Activity E: Intervention Improvement

Sub-Tab 3f. Activity F: Project Results Reporting

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 F)**Sub-Tab 5a.** Deliverable A**Sub-Tab 5b.** Deliverable B**Sub-Tab 5c.** Deliverable C**Sub-Tab 5d.** Deliverable D**Sub-Tab 5e.** Deliverable E**Sub-Tab 5f.** Deliverable F

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.

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 E-OMJ EVALUATION SERVICES, RFP: JFSR1415158047 SUBMITTED BY [VENDOR'S NAME HERE]."**

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

Vendors are to complete the cost proposal form, provided as Attachment D. to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The cost proposal form requires interested vendors to provide a group of individual prices for those services defined in Section 4.4, Specifications of Deliverables. Vendors are to

use their professional comprehension of the effort required to perform those services and to offer to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor's cost proposal will be the prices in effect throughout the contract period, including any renewal contracts.

Vendors are to use the format in Attachment D., Cost Proposal Form, to submit their cost proposal for SFYs 2014, 2015, 2016 and 2017 (partial year). At the vendor's discretion, additional documentation may also be included with the completed Attachment D., as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the cost proposal form.

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

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

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

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.

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 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 such 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 submitted by the selected vendor/applicant, if opened, and any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to any ODJFS procurement efforts 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 Section 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, B., 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. However, this procurement opportunity is only open to current and certified Ohio MBE vendors as prime vendors—subcontractors are not allowed.

8.9 Subcontractor Identification and Participation Information

This section not applicable.

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

This section is not applicable for this project.

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, 5.2, C., and 8.5 of the RFP or where found in an RLB document) 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, A.)**
- 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, B.*)**

Thank you for your interest in this project.

Attachment A

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

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . 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.]	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	
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): Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	

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

9. Mandatory Vendor Certifications:

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

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

AND

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

AND

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

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

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

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

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

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

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

Subcontractor Name: _____
Address: _____

Work To Be _____
Performed: _____
(a brief description) _____

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

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

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

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

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

11. Vendor and Grantee Ethics Certification

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

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

Signature of authorized agent

Date

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

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

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

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

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

Attachment A—Section II.

Location of Business Form

Pursuant to Governor’s Executive Order 2011-12K (www.governor.ohio.gov), 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

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

C-1415-00-0000

RECITALS:

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

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

ARTICLE I. PURPOSE; DELIVERABLES

- A. **INSERT LEGAL AUTHORITY IF AVAILABLE. CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal.** The responsibilities (Deliverables) are summarized as follows:

INSERT DELIVERABLES

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

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

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (or _____, whichever is later, through _____, unless this Contract is suspended or terminated prior to the expiration date. **This Contract may be renewed through June 30, 2017, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. It is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

ARTICLE III. COMPENSATION

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

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

- B. Compensation will be paid pursuant to CONTRACTOR's **accepted budget [or cost proposal] as incorporated below [or as attached].**

- C. CONTRACTOR will submit detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract; and
 5. Description of Deliverables performed during the billing period.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Contract.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than 90 calendar days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving 90 calendar days written notice to the other party. Upon 30 calendar days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is

in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODJFS has notified CONTRACTOR three times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.

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

ARTICLE V. NOTICES

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

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

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

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

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

ARTICLE VII. AMENDMENT AND ASSIGNMENT

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

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

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

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

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - d. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
 - b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

8. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
 - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
 - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for the contractor and all subcontractors.
 - c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
 - d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
11. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. MISCELLANEOUS PROVISIONS

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

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

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

Remainder of page intentionally left blank

ATTACHMENT C
RFP#: JFSR1415158047
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

Vendor: _____

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	Y E S	N O
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1 5.2, B.		
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., 1.		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	8.18 / 8.19 8.20		
5	Has the vendor provided a photocopy (or other independently verifiable evidence) of the vendor’s current and valid certification from DAS as an Ohio Minority Business Enterprise? [ODJFS will not consider proposals from vendors who are pending MBE certification. Submitting vendor must be an MBE prior to proposal submission.]	3.1, A.		
6	Has the vendor assigned and provided credentials (via a resume) that demonstrates that the proposed evaluation program manager has at a minimum a Bachelor’s degree in public administration, social work, or a related field, and at least five years of program evaluation experience in those areas?	3.1, B. 3.3, A.		
7	Has the vendor assigned and provided credentials (via a resume) of the proposed data base administrator has at a minimum a Bachelor’s degree in computer science, programming, or related field?	3.1, C. 3.3, B.		
8	Has the vendor included an excerpt of no more than 15 pages from one previous program evaluation report (in human services, workforce services or unemployment support services) completed by the vendor within the last five (5) years demonstrating the vendor’s performance in recruiting study participants and gathering data for the study?	3.1, D.		
9	Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	5.2, C. 8.5		
10	Did the vendor remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package? [As stated in the RFP, “ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.”]	3.3 5.2, C. 8.25		
	If response to the above criterion is “no”, has ODJFS exercised its right to allow prohibited personal information in vendors’ proposals for this RFP project? a) If “yes” to this question, the vendor’s proposal shall advance to Phase II scoring contingent upon vendor’s proposal receiving a “yes” response to all other Phase I criteria. b) If “no” to this question, the vendor’s proposal shall be disqualified and not receive further consideration.			

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS, Office of Workforce Development. 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 **866 points** (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **1126 points**, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
VENDOR QUALIFICATIONS							
MANDATORY VENDOR QUALIFICATIONS							
1	The vendor has included an excerpt of no more than 15 pages from one previous program evaluation report (in human services, workforce services or unemployment support services) completed within the last five years demonstrating the vendor’s performance in recruiting study participants and gathering data for the study.	3.1, D.	0.5				
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
2	The vendor has included narrative of the vendor’s demonstrated experience within the past five years in evaluating electronic learning (e-learning) systems.	3.2, A., 1.	4				
3	The vendor has included narrative of the vendor’s demonstrated experience within the past five years in conducting evaluations performing random assignment techniques.	3.2, A., 2.	1				
4	The vendor has included narrative of the vendor’s demonstrated experience within the past five years in managing measurement over multiple time periods using statistically proven methods.	3.2, A., 3.	1				
5	The vendor has included narrative of the vendor’s demonstrated experience within the past five years in developing, implementing, and evaluating corrective action plans to ameliorate low or unrepresentative samples.	3.2, A., 4.	2				
6	The vendor has included narrative of the vendor’s demonstrated experience within the past five years in preparing evaluation report(s) based on the executed design of a program evaluation.	3.2, A., 5.	1				
7	The vendor has provided two (2) letters of reference, included within the submitted proposal (NOT submitted separately), from entities for which the vendor has successfully provided services/projects in human services, workforce services or unemployment support services. These references must relate to work that was completed within the past five years.	3.2, B.	0.5				
STAFF EXPERIENCE & CAPABILITIES							
Key positions will require profiles and curriculum vitae.							
8	The vendor has assigned and provided credentials (via a resume) of an evaluation program manager with, at minimum, a Bachelor’s degree in public administration, social work, or a related field, and at least five years of program evaluation experience in those areas. Scoring preference will be given to vendors that propose an evaluation program manager with a Master’s, or higher, degree in those fields.	3.3, A.	3				
9	The vendor has assigned and provided credentials (via a resume) of the required data base administrator has at a minimum a Bachelor’s degree in computer science, programming, or related field.	3.3, B.	3				
10	The vendor’s proposed evaluation data base administrator (same administrator as proposed in Section 3.3, B.) has at least five years of program evaluation experience. This is not a mandatory but is the desired number of years of experience.	3.3, C.	3				
SCOPE OF WORK							
11	The vendor has provided a plan to fulfill all required work as described in Section 4.1, A., Recruitment Phase, of the RFP.	4.1, A.	4				
12	The vendor has provided a plan to fulfill all required work as described in Section 4.1, B., Intervention Phase, of the RFP.	4.1, B.	4				
13	The vendor has provided a plan to fulfill all required work as described in Section 4.1, C., Measurement Phase, of the RFP.	4.1, C.	4				
14	The vendor has provided a plan to fulfill all required work as described in Section 4.1, D., Data Analysis Phase, of the RFP.	4.1, D.	4				
15	The vendor has provided a plan to fulfill all required work as described in Section 4.1, E., Intervention Improvement, of the RFP.	4.1, E.	4				
16	The vendor has provided a plan to fulfill all required work as described in Section 4.1, F., Project Results Reporting, of the RFP.	4.1, F.	4				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
ADMINISTRATIVE STRUCTURES							
17	The vendor has provided a status reporting procedure for reporting work completed and resolution of unanticipated problems.	4.3, A.	1				
18	The vendor has provided a current organizational chart (including any subcontractors), and specify the key management and administrative personnel who will be assigned to this project.	4.3, B.	1				
19	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; included a TO and a chart showing the number of hours devoted to the project by vendor staff; and provided the percentage of time each key management person will devote to the project.	4.3, C.	1				
20	The vendor has provided a narrative description of how the vendor's approach to the performance of the work would accomplish all ODJFS goals and objectives.	4.3, D.	4				
SPECIFICATIONS OF DELIVERABLES							
21	Deliverable 1: Recruitment The vendor has provided a detailed description of how they will have staff trained on evaluation plan processes and protocols.	4.4, A., 1.	1				
22	The vendor has provided a detailed description of how they will submit technical assistance needs to ODJFS and the SME.	4.4, A., 2.	1				
23	The vendor has provided a detailed description of how they will administer "incentive" payments to meet key milestones for data collection.	4.4, A. 3.	4				
24	The vendor has provided a detailed description of how they will produce material (e.g., posters, pamphlets, videos, etc.) for recruiting individuals.	4.4, A., 4.	2				
25	The vendor has provided a detailed description of how they will recruit individuals to participate in the evaluation at six locations until the required sample size is met.	4.4, A., 5.	0.5				
26	The vendor has provided a detailed description of how they will monitor recruitment results to ensure validity of random assignment,	4.4, A., 6.	0.5				
27	The vendor has provided a detailed description of how they will implement corrective action to remedy insufficient sample pool size.	4.4, A., 7.	0.5				
28	The vendor has provided a detailed description of how they will notify individuals of their assignment by the SME to the control or comparison group.	4.4, A., 8.	2				
29	The vendor has provided a detailed description of how they will implement corrective action to remedy insufficient sample size.	4.4, A., 9.	5				
30	Deliverable 2: Intervention The vendor has provided a detailed description of how they will obtain all participants' signatures on the "Rules of Participation" and "Informed Consent" documents.	4.4, B., 1.	3				
31	The vendor has provided a detailed description of how they will transmit data as directed by ODJFS and/or its designee on when each study participant completes their registration by signing the "Rules of Participant" and "Informed Consent" documents.	4.4, B., 2.	3				
32	The vendor has provided a detailed description of how they will refine methods to maintain participation.	4.4, B., 3.	3				
33	The vendor has provided a detailed description of how they will ensure participants sign study agreement and informed consent forms.	4.4, B., 4.	0.5				
34	The vendor has provided a detailed description of how they will ensure participants complete the "mini-registration" process thoroughly and accurately.	4.4, B., 5.	3				
35	The vendor has provided a detailed description of how they will implement protocols to maintain fidelity.	4.4, B., 6.	4				
36	The vendor has provided a detailed description of how they will monitor the fidelity process for treatment and control group.	4.4, B., 7.	3				
37	Deliverable 3: Measurement The vendor has provided a detailed description of how they will monitor services to study applicants including but not limited to data available through the state's information system (WCMS). The selected vendor will make maximum use of previously collected information including enrollment and activity data in the federal, state, and local client-tracking information systems.	4.4, C., 1.	1				
38	The vendor has provided a detailed description of how they will gather data through surveys, questionnaires, structured interviews, focus groups, etc as determined by the SME. Vendor activities must be maintained to achieve an overall response rate of at least 50%.	4.4, C., 2.	3				
39	The vendor has provided a detailed description of how they will transmit data as directed by ODJFS and/or its designee on when each study participant completes their 3 month, 6 month, and 12 month measurement period. This data will be used by ODJFS and/or its designee to provide incentive payments to the study participants. This data will be transmitted in a format and schedule as determined and directed by ODJFS.	4.4, C., 3.	0.5				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
40	The vendor has provided a detailed description of how they will suggest additional research questions that they believe are the key to assessing the effects of e-OMJ in the pilot locations.	4.4, C., 4.	0.5				
41	Deliverable 4: Data Analysis The vendor has provided a detailed description of how they will implement data security and confidentiality processes and protocols.	4.4, D., 1.	4				
42	The vendor has provided a detailed description of how they will implement data collection instruments.	4.4, D., 2.	3				
43	The vendor has provided a detailed description of how they will gather, organize and report data to ODJFS and/or SME.	4.4, D., 3.	4				
44	Deliverable 5: Intervention Improvement The vendor has provided a detailed description of how they will provide qualitative feedback obtained through participant interviews to ODJFS and the SME to provide input on ways for ODJFS to improve both the One-Stop and e-OMJ approaches.	4.4, E.	1				
45	Deliverable 6: Reporting The vendor has provided a detailed description of how they will report to ODJFS and/or SME on completion of evaluation tasks on an agreed upon schedule. The selected vendor shall perform appropriate qualitative and quantitative analyses and provide well-written, readable reports suitable for a broad audience. The reports will provide an understanding of any underlying causes for variations in implementing the study among the pilot locations.	4.4, F., 1.	3				
46	The vendor has provided a detailed description of how they will provide feedback to ODJFS and/or SME to include but not limited on, ways to improve the effectiveness and efficiency of the e-OMJ and the evaluation study activities as well as identify potential implications regarding administrative guidance, regulations, technical assistance, and policy.	4.4, F., 2.	3				
47	The vendor has provided a detailed description of how they will submit ad-hoc reports to ODJFS and/or SME.	4.4, F., 3.	2				
48	The vendor has provided a detailed description of how they will suggest new or altered tasks to improve the evaluation plan to ODJFS and/or SME.	4.4, F., 4.	1				
PROPOSAL ORGANIZATION							
49	The vendor has submitted a proposal which complies with the specified submission format.	6.1	.25				
50	The vendor has submitted a proposal which is free of self-promotional claims.	6.1	.25				
51	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	6.1	.25				
TRADE SECRET INFORMATION							
52	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.]	5.2, C. 8.5			YES	NO	
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

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 866 points.)

Yes _____

No _____

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

ODJFS RFP #: JFSR1415158047
e-OMJ Evaluation Services
Attachment D., Cost Proposal Form

VENDOR NAME: _____

Phases in Calendar Quarters																	
Ag Sp	OcNvDc	JaFbMa	ApMyJn		Jl Ag Sp	OcNvDc	JaFbMa	ApMyJn		Jl Ag Sp	OcNvDc	JaFbMa	ApMyJn		Jl Ag Sp	OcNvDc	
CY 2013	CY 2013	CY 2014	CY 2014		CY 2014	CY 2014	CY 2015	CY 2015		CY 2015	CY 2015	CY 2016	CY 2016		CY 2016	CY 2016	
	A. Recruitment																
	B. Intervention																
	C. Measurement at 3 months, 6 months and 12 months																
										D. Data Analysis							
											E. Intervention improvement						
											F. Final Report						

Cost Form Instructions:

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

Vendors are to use the format in Attachment D., Cost Proposal Form, to submit their cost proposal for SFYs 2014, 2015, 2016 and 2017 (4 months). At the vendor's discretion, additional documentation may also be included with the completed Attachment D., as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the cost proposal form.

In calculating their total proposed cost, vendors must consider 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).

Cost Narrative:

Vendors have the option of attaching a succinct cost narrative to explain and justify costs, and to submit it as part of the cost proposal. A cost narrative may be advisable to explain any costs which the vendor has chosen to combine, to explain how prices were achieved, or to make the connections between costs and the technical proposal.

Signed: _____ I affirm that the above prices as quoted are firm and all-inclusive (to be signed by the vendor's representative authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent.).

Name / Title

Company / Organization Name / Date