



Department of
Job and Family Services

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

March 2, 2015

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) Number: JFSR1617098088, NEW HIRE REPORTING CENTER SERVICES, for the purpose of obtaining a single vendor that will operate Ohio's New Hire Reporting Center. In Ohio, all employers are required to report newly hired employees to a state directory, and this process is a key component of Ohio's systematic efforts to collect child support owed by non-custodial parents. The selected vendor will also be required to monitor employer compliance with new hire reporting regulations.

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

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

Sincerely,

Jay Easterling
Deputy Director
Contracts and Acquisitions

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Columbus, Ohio 43215
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An Equal Opportunity Employer and Service Provider

Child Support New Hire Reporting Services

RFP Number JFSR1617098088

The Ohio Department of Job and Family Services

Child Support New Hire Reporting Services RFP

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The Ohio Department of Job and Family Services

REQUEST FOR PROPOSALS (RFP)

for

New Hire Reporting Center Services

RFP#: JFSR1617098088

SECTION I. GENERAL PURPOSE & VENDOR INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of selecting one vendor to operate Ohio's New Hire Reporting Center. In Ohio, all employers are required to report newly hired employees to a state directory, which is a key component of Ohio's systematic efforts to collect child support owed by non-custodial parents. The vendor selected through this competitive process will be required to establish and operate the New Hire Reporting Center from a central Ohio location, and to monitor employer compliance with new hire reporting regulations.

The vendor to be selected through this RFP process will be required to provide data entry and related administrative services to operate Ohio's New Hire Reporting Center. That vendor must be capable of providing data entry services for approximately three million new hire reports annually, in accordance with ODJFS standards for speed and accuracy, and of providing customer service to more than 300,000 employers by using customer call center staff. As many as seven hundred (700) telephone calls and one hundred seventy-five (175) e-mails per month are received by Ohio's current New Hire Reporting Center.

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

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

1.2 Issuing Office

This RFP is released by, and the subsequent contract will be with ODJFS. The ODJFS Office of Child Support (OCS), which provides leadership, structure, and resources to advance child support programs in Ohio, will administer the contract and be responsible for state level supervision of all activities of the selected contractor.

If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 1.7, Internet Question & Answer Period; RFP Clarification Opportunity, or 1.9, Communications 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**.

1.3 Background

Ohio's system of human service delivery is state-supervised and county-administered. ODJFS is the designated State of Ohio agency responsible for administering the Title IV-D section of the Social Security Act. Within ODJFS, OCS is charged with IV-D responsibilities, including parent location; paternity and support establishment; and enforcement of administrative and court-ordered child- and medical-support orders.

Ohio Revised Code 3121.89 through 3121.8911 and the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), 42 USC 653a, requires all employers to report newly hired employees to a state directory. Ohio first implemented a new hire program on January 1, 1996, although various state and federal law changes have occurred since that time. With the passage of House Bill (HB) 180 in March 2001, the new hire reporting requirement was extended to also include those employees who are independent contractors (ORC 3121.89 (A)).

1.4 Overview of the Project

The work performed by the contractor operating the New Hire Reporting Center is an integral part of the ODJFS Child Support collections program. Employers must report newly hired or rehired employees to the New Hire Reporting Center within twenty days of the hire date. The contractor operating the center must then enter the new hire/re-hire information in its database within five days and forward the file containing standard new hire information to the ODJFS Office of Information Services (OIS) no later than the next business day. The contractor must also transmit independent contractor information once a month to ODJFS; such transmissions must be completed prior to the end of the month following completion of the work described above. Both transmissions must be in the format prescribed by OCS.

The transmission made by the current contractor arrives at ODJFS via a text file that goes through a File Transfer Protocol (FTP) server. ODJFS reserves the right to alter the type of electronic transmission at any point during the contract. Expenses relating to adjustments to the type or frequency of transmissions are the responsibility of the contractor.

1.5 Objectives of the Project

The purpose of the ODJFS New Hire Reporting Program is to quickly disseminate information on newly hired and rehired employees to Child Support Enforcement Agency (CSEA) staff in Ohio for the purposes of establishing paternity, and for establishing, modifying, and enforcing child support orders. Additionally, Ohio law allows new hire information to be used to verify eligibility for any program that ODJFS administers.

The primary objectives for the ODJFS New Hire Reporting contract are:

- to establish and utilize comprehensive and effective processes for the receipt, processing, and retention of employers' new hire data, received via paper mail, fax transmission, magnetic or electronic means, on-line processes, and any other means the department authorizes;

- to provide ongoing access to the New Hire Program, and to provide technical assistance for employers and child support enforcement staff, using, at minimum, e-mail, call-center and website; and forwarding to ODJFS those information requests or other communications which exceed the contractor's purview;
- to perform matching and follow-up functions to maximize employer reporting compliance; and,
- to provide ODJFS with ongoing, regular, and as-needed communications on the status of the project and its activity through, at minimum, monthly reports and site visits that occur periodically.

1.6 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
March 4, 2015	ODJFS Releases RFP to Potential Vendors on ODJFS Website; Q&A Period Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
March 13, 2015	Vendor Q&A Period Closes, 8:00 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
March 17, 2015	ODJFS provides Final Vendor Question & Answer Document
Thursday, April 2, 2015	Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.) - This is the proposal opening date, beginning the ODJFS process of proposal review
April 10, 2015	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
May 18, 2015	Controlling Board Review of Contract (estimated—if applicable). -Contract with the selected vendor requires review and approval
July 1, 2015	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, 2017	Original Contract End Date (Note: contract may, at ODJFS option, be renewed through June 30, 2019, and possibly again through June 30, 2020).

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

* According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (P.O.). The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the P.O. approval date. The ODJFS Contract Manager will notify the selected vendor when the requirements of ORC Section 126.07 have been met.

****** Subject to approval by the Controlling Board, the contract period is expected to run July 1, 2015 through June 30, 2017, with the possibility of renewal contracts, each effective for one- or two-year periods, through June 30, 2020. Any contract renewal is subject to approval by the Controlling Board, continuing programmatic need, and satisfactory contractor performance, and is at the discretion of ODJFS. Should funding necessary for this project become unavailable at any time during the effective term of the contract, the contract shall be canceled in accordance with standard contract provisions.

1.7 Internet Question & Answer Period; RFP Clarification Opportunity

Vendors may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section 1.6, 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 “Doing Business with ODJFS” from the bottom of the page;**
- * **Select “RFP’s” from the left side column;**
- * **Select RFP Number *JFSR1617098088* from the list of competitive opportunities;**
- * **Follow the link to the dedicated web page;**
- * **Select “Submit Inquiry” near the bottom of the web page;**
- * **Follow instructions there for submitting questions; or, to view posted questions and answers,**
- * **Select “View Q and A” near the bottom of the web page.**

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

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

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

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

Requests for copies of any previous RFPs, RLBs (or etc.) or for past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. The State will only answer those questions submitted within the established time period for the vendor Q&A process (see Section 1.6, Anticipated Procurement Timetable, above), and which pertain to issues of RFP clarity, and which are not requests for public records. The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

* 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.

1.8 Vendors' 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://ifs.ohio.gov>.

1.9 Communication Prohibitions

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

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.7, Internet Q&A Period;
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.

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

ODJFS is not responsible for the accuracy of any information regarding this RFP that was obtained through any 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.

1.10 Time Frames & Funding Source

ODJFS is seeking to contract with a qualified vendor to perform data entry functions for approximately three million new hire reports each year, as well as other New Hire Program responsibilities, from July 1, 2015 to June 30, 2017. ODJFS expects that the contract with that vendor will also be renewed for the period of July 1, 2017 through June 30, 2020; however, as state law prohibits ODJFS from making financial commitments beyond any fiscal biennium (*e.g.*, June 30, 2015, June 30, 2017), such renewal is contingent upon funding availability, all necessary contract approvals, including approval by the Controlling Board, continuing programmatic need, and satisfactory performance by the contractor, and is at the discretion of ODJFS.

SECTION II. VENDOR EXPERIENCE AND QUALIFICATIONS

Proposals submitted in response to this RFP must fully and clearly address all requirements and expectations expressed in this Section II, and must also clearly address the contractor responsibilities stated in this RFP's Section 1.4, Overview of the Project, and its objectives as established in Section 1.5, Objectives of the Project.

A vendor must meet all of the following mandatory qualifications, and must adequately address the specified needs for organizational and staff experience and capabilities in order to demonstrate to ODJFS its likelihood of successfully completing all contract responsibilities if selected for award of the contract.

2.1 Mandatory Vendor Qualifications

In order to be considered for the contract expected to result from this RFP, ODJFS requires that vendors **must** meet, at minimum, all the following qualification requirements in order to be considered for the contract award.

- a. The vendor must demonstrate a minimum of five years of experience in data entry projects that require the processing and data-entry of approximately three (3) million reports each year (to demonstrate this experience, the proposal must include a narrative description of the vendor's background and experience with data entry projects, including details such as the size and primary location of the vendor, length of time in the type of work, staffing levels used, key features and processes used in call center operations, etc.).
- b. The vendor must exhibit at least three years of experience successfully managing a call center responsible for answering a minimum of seven hundred (700) calls and one hundred seventy-five (175) e-mails per month.
- c. The vendor's proposed project operation **must** be physically located in central Ohio. If not currently located in central Ohio, vendors must provide concrete plans for establishing a location in central Ohio.

Vendor proposals that do not clearly meet all of the above criteria will not be considered. Additionally, the Technical Proposal Score Sheet (Attachment C) identifies other mandatory requirements (such as submission before the deadline) for acceptance of a proposal for consideration. Failure to meet any of those requirements or any of the mandatory qualifications listed above will result in the vendor's disqualification from consideration for award of the New Hire Reporting Center contract.

2.2 Organizational Experience and Capabilities

Vendor proposals are to provide the following to be evaluated by ODJFS:

- a. A detailed description of its experience, in private and/or public settings, in creating, operating, and managing projects similar to the New Hire Reporting Center in size, scope, and necessary responsibility level, as described in this RFP.
- b. A detailed description of at least three, but no more than four, similarly sized projects completed in the past five years that demonstrate expertise in handling at least three million reports for data entry annually.
- c. Information demonstrating at least three years of experience in maintaining a call center that responds to seven hundred (700) calls and one hundred seventy-five (175) e-mails per month.

- d. Information demonstrating at least three years of experience developing and maintaining an Internet website that is capable of accepting lists and reports.
- e. Information demonstrating at least three years of experience developing and processing informational mailings.

2.3 Staff Experience and Capabilities

Vendors display their professional expertise by assigning appropriately experienced and qualified staff to key leadership roles. The vendor proposal must include resumes of proposed key personnel as evidence that they meet, at minimum, the following experience levels.

- a. Vendors must designate a project manager who has:
 - 1. a minimum of three years management experience;
 - 2. a bachelor's degree in business administration, public administration, social sciences or other related field; and,
 - 3. at least two years of experience in managing data entry and call center staff for a high volume operation.
- b. Vendors are to identify, by position and by name, any additional staff they consider key to the project's success, and include resumes for those persons, showing at least a four-year degree in a related field.

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

SECTION III. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

Interested vendors are to view this section's description of the scope of work and deliverables that will be required of the selected vendor as the underlying frame work for their proposals. Proposals will be evaluated by ODJFS not only on whether a qualified vendor agrees to the required deliverables, but on how well and how fully their proposals indicate they will perform those deliverables, and on how effectively and efficiently the proposals will meet the project's objectives and serve Ohio's needs. The selected contractor will be responsible for the deliverables as described in Section 3.3 including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP, and therefore vendors must fully and appropriately plan and price out their proposals accordingly.

3.1. Scope of Work

The following information is a summary of the duties and responsibilities of the selected contractor. In addition to describing their approaches for these work responsibilities (as set forth in this Section 3.1, 1 through 13), vendor proposals must fully address the following requirements, at minimum, describing clearly how they would accomplish these requirements if awarded the contract. Vendors must provide a detailed description of how

they will define and perform each of the duties, and, if applicable, will develop and manage services performed under any and all subcontracting arrangements. Proposals should be organized to correspond with the order of the following scope of work categories. In order to receive consideration for contract award, all aspects of the requirements described in this section must be addressed in the proposal.

1. General Requirements:

The contractor will be responsible for establishing and maintaining one New Hire Reporting Center, physically located in central Ohio. The New Hire Reporting Center is to be adequately staffed on a daily basis and led by a project manager who will work with the ODJFS Contract Manager to oversee operations. **If as a result of this RFP, the contract is awarded to a vendor other than the current contractor, the new contractor may be required to perform any readiness activities (e.g., office set-up; obtaining/transferring P.O. Box, phone and fax lines; readiness to accept from the current contractor any reports not yet processed; website readiness for reporting on first day of operation) under a no-cost contract, which could be in effect within fourteen calendar days following formal announcement of the selection.**

The selected contractor shall be responsible for, at minimum, complete office set-up; programming design, development, and testing; data preparation (opening mail, date stamping, proofing of documents); monitoring documents that must be returned to employers for additional information or corrections; entry of employer data within five days of receipt (reporting forms include JFS 07048, other pertinent forms created by ODJFS, fax, Internet, or electronic media); magnetic media processing; report processing; production, postage, and notice generation; imposing sanctions under the direction of OCS; fee collection from non-compliant employers, as directed by ODJFS; supplying of all correspondence and mail supplies; Internet lines; toll-free phone and fax lines; and, maintaining and storing employer addresses. The contractor will be responsible for managing and documenting the scope of work, making ODJFS administration aware of conflicts and issues affecting project operations, and developing recommendations for the resolution of issues.

ODJFS will provide the contractor with an employer file that contains the names and addresses of employers conducting business within the state and of multi-state employers who have chosen to report to Ohio. As soon as possible following contract execution, the contractor will send informational correspondence packets to employers (not to exceed six double-sided pages) notifying them of any changes in new hire operations. ODJFS will have final approval on the text and design of information provided in the mailing. The contractor will be responsible for all preparation and mailing functions and costs.

Any necessary training of contractor employees regarding phone etiquette, data entry, monitoring return reports, monitoring e-mails, dealing with difficult customers, etc., will be the responsibility of the contractor. A copy of the selected contractor's training material should be available to ODJFS upon request.

2. Processing of New Hire Reports:

The New Hire Reporting Contractor will be responsible for processing approximately 3 million reports per year. For the period of July 1, 2013 to June 30, 2014, approximately 3 million reports were processed; approximately 2.6 million of those were submitted electronically. Roughly 90% of employers are currently reporting electronically (e.g., Internet, disc, CD, flat file). The contractor will be required to have the capability of handling such transmission volume and of handling all other types of transmissions as well.

The project requires the contractor to establish an operations center that is capable of date-stamping and data-entering all new hire reports within five days of receipt of the record, regardless of the method utilized by the employer, and in turn, transmitting the data from employers that are not independent contractors to ODJFS no later than the next business day (except for State holidays). Once per month, the contractor must transmit to ODJFS all independent contract information received that month. With all of Ohio's approximately 300,000 employers required to report, the contractor should anticipate at least 50,000 records per week. The contractor

will be required to obtain and retain information (as specified in Section 3.1 (3)) from each report. In their proposals, vendors must describe how they are capable of processing this weekly and annual report volume and at the required accuracy rate of 99.8% on data entry work. About 1,200 reports are returned each month for corrections, usually involving missing or illegible information, which the contractor must then secure by contacting the employer. Any reporting errors such as missing or illegible information will be returned for correction, including when necessary, contacting the employer for clarification. If the contractor encounters a backlog, and is unable to meet the five day turnaround requirement, the contractor must alert ODJFS of the problem and describe measures to correct the situation.

The contractor must send an electronic transmission of all new hire records (regarding employees, not independent contractors) processed at the New Hire Reporting Center. The contractor will be required to submit new hire information to ODJFS via common delineated text files no later than the next business day. Under the established terms of the contract, the selected contractor would be required to conform to any changes made by ODJFS to the electronic process, and to incur any related costs.

For purposes of this RFP an employee is defined as: a person who is hired for a wage, salary, fee or payment to perform work for an employer. An independent contractor is defined as: a person, business, or corporation that provides goods or services to another entity under terms specified in a contract or within a verbal agreement. Unlike an employee, an independent contractor does not work regularly for an employer but works as and when required.

For NON-independent contractors the contractor must enter the following information from the employer reports that are filed as part of the new hire requirement:

- Employee's name
- Employee's address
- Employee's social security number
- Employee's date of hire, re-hire or return to work
- Employee's date of birth
- Employee's gender
- Employer's name
- Employer's payroll processing address (including state and zip code)
- Employer's federal tax identification number (FEIN)

On a monthly basis, the contractor must forward an electronic transmission to ODJFS containing information on new hires who are independent contractors. The contractor must certify to ODJFS that all electronic transmissions meet industry standards to assure protection of data at all times. New hire information **is not** public record. Access to any and/or all information shall be protected from unauthorized individuals.

For independent contractors the contractor must enter the following information from the new hire reports:

- Independent contractor's name
- Independent contractor's address
- Independent contractor's date of birth
- Independent contractor's social security or federal tax identification number (FEIN)
- Date payments began
- Length of time the independent contractor will be performing services for the employer
- Employer's name
- Employer's address
- Employer's identification number

If the above information is not included in the report, the New Hire Reporting Services Contractor will be required to obtain the missing information.

3. Batching and Records Retention:

The contractor will be responsible for creating a batch numbering process to facilitate record identification, and will key records according to the numbered batches. The contractor will retain all records for twelve months in the same numbered batch sequence (a tape, disc, or list may constitute a batch). Hard copy records may be destroyed after 90 calendar days, but the contractor must ensure all new hire data is maintained in the database for 365 days. The contractor will be responsible for certifying hard-copy record destruction in accordance with industry standards and for any contractually-defined requirements regarding records retention.

4. Accessibility and Reporting Method Provisions:

The contractor will be responsible for providing a post office box for mailed data and reports, and for providing sufficient toll-free fax line accessibility so that employers may transmit data easily. (The current contractor has eight fax lines in operation at all times.)

5. Information & Technical Assistance Services:

The contractor will be responsible for establishing, maintaining, and operating a customer call-center capable of responding to all in-coming calls requesting assistance. Current call volume is approximately seven hundred (700) calls per month. The calls are primarily from employers, although some may be from local child support agencies or other states. These calls are typically to request information about reporting requirements, where to report, different ways of reporting, etc. The contractor must establish and maintain sufficient toll-free telephone accessibility capable of supporting projected call volume. The contractor must also ensure that on-hold time for callers will not exceed five minutes before reaching a call-center operator. In addition to the monthly call volume, the contractor must reply to emailed requests for assistance. Approximately one hundred seventy-five (175) e-mails are received monthly. (**Important:** Current assistance request volumes are presented here as background information, and are not to be viewed as a definitive projection of future volumes. The contractor will be required to maintain established response times regardless of the actual volume of calls and emails received.) The contractor shall be accessible to the employer community during each Ohio state business day, excluding holidays officially recognized by the state or weather emergencies declared by the Ohio State Department of Public Safety.

6. Website:

The contractor must operate and maintain an Internet website that provides instructions and guidelines to employers and provides basic information for CSEAs, state agencies, and the general public, regarding the New Hire Program. The website must include functionality allowing employers to file new hire reports on line. The website must be capable of accepting employer lists as well as individual reports. All costs associated with the website are the contractor's responsibility. All website content is subject to the approval of ODJFS. The website may not contain advertisements for any purpose, including promotions of the contractor's organization.

7. Public Inquiries:

Some new hire reports from employers may have letters of inquiry attached, often with general questions about new hire requirements and possible reporting mechanisms. The contractor will date stamp all such documents and will review and respond within ten days to inquiries of matters under the contractor's purview. For inquiries requiring a response from ODJFS, the contractor will forward those documents, along with the envelope in which it was delivered, to OCS within the ten- day period.

8. Information Protections:

The selected contractor must establish and implement procedures for the protection of information. New hire data is **not** public record. The information may not be shared with anyone except child support staff or authorized ODJFS staff of other programs the department administers. Proposals must describe in detail how the vendor would, if awarded the contract, safeguard personal information contained on new hire documents while on-site and when it would be destroyed. Vendors must also describe in their proposals steps they would take to establish and implement protocols for the access of protected information by vendor staff (and, if appropriate, any sub-contractor or sub-contractor staff); to ascertain staff members' awareness of those protocols; and to enforce compliance with them. ODJFS will require the selected contractor to have these safeguards in place immediately upon contract implementation.

9. New Hire Matching & Follow-up Services:

The New Hire Reporting Center Contractor will be responsible for conducting a quarterly match process between new hire reports and quarterly wage records from the ODJFS Office of Workforce Development (OWD) to identify those employers which have employees reported to OWD, but which have not reported through the New Hire Reporting Center. The contractor will send notifications to the non-compliant employers reminding them to report.

Thirty days after the first notification the contractor will send a follow-up notification to employers if there has been no response. If no response has been received within 30 days of the second letter, the new hire Contractor will report those names to ODJFS. Ohio law allows for imposing financial sanctions for those employers that fail to report newly hired employees. Under the direction of OCS, the contractor may also be responsible for imposing these statutory sanctions pursuant to ORC 3121.8910. In the event that ODJFS decides to begin fining employers, the agency will create instructions that describe the manner in which payments may be made, and how and when the monies will be transmitted to ODJFS. The task of tracking payments, sending payment notices and monitoring compliance will be the contractor's responsibility.

10. Reports and Administrative Duties:

The contractor will be responsible for producing monthly activity reports, compliance reports and an annual report for ODJFS, as outlined below. The contractor will also be required to participate in quality performance monitoring visits with the ODJFS Contract Manager.

Monthly activity reports are due no later than 20 calendar days following the end of the month when services were performed. The report must be submitted to the ODJFS Contract Manager via e-mail. The report must include the month of service, and contact information for the preparer in the event there are questions. The following is a list of information that must be included in the report.

- The number of reports received and processed during the month, with detail indicating the number received electronically and the number received in other formats;
- The number of reports that could not be processed by month's end due to missing information;
- The number of reports that were not processed within five days of receipt;
- The number of phone calls received during the month;
- The number of e-mails received during the month;
- The number of reports that indicated a YES for independent contractor; and
- The number of reports that did not indicate a YES for independent contractors.

Upon request from ODJFS, the contractor must complete a quarterly compliance report. The report is due within 20 calendar days of the end of the quarter of service, and must contain the following information:

- The number of first compliance letters sent out;
- The number of second compliance letters sent out;
- The number and name of employers who were sent notification of financial penalties;
- The employers who forwarded the fees, including the amount;
- The employers who challenged the fees;
- The number of employers found liable for the civil penalty of \$500.00 (conspiracy penalty); and,
- The amount of funds forwarded to ODJFS for the reporting quarter.

The New Hire Reporting Center Contractor shall produce an annual report for each state fiscal year of the contract. The report is due by July 31 of each year. The report will be a brief overview of the new hire reports processed for Ohio, and a synopsis of how the reports were received over the twelve month period of the service year. The report shall be e-mailed to the Contract Manager as identified by ODJFS. At least two hard copies of the annual report must also be forwarded to ODJFS by July 31st each year.

11. Informational Mailings:

The contractor must develop and issue informational mailings at ODJFS' discretion at least twice per year to the state's employers, currently numbering approximately 300,000. The informational mailing is designed to inform employers about changes in new hire procedures (*e.g.*, vendor change, rule or law changes). If the brochure is announcing a different new hire contractor, the contractor must create, produce and issue the informational mailings no later than fourteen calendar days following formal announcement of the contractor selection. All costs associated with the creation, production, and issuance of the informational mailing will be the responsibility of the contractor. ODJFS will have final approval on text and style of the document. Mailings will not exceed six double sided pages.

12. Return of Records:

Upon the termination of the contract with ODJFS, the contractor will be required to return all electronic and/or hard copy records to ODJFS at the discretion of ODJFS.

13. Transfer of phone and fax numbers at contract's end:

If this RFP results in the New Hire Reporting Center contract being awarded to a vendor other than the one holding the current contract (expiring June 30, 2015), the current contractor must, to every extent possible facilitate the transfer of phone numbers and fax numbers so the numbers remain the same as the transition occurs to the new vendor.

Additionally, the selected contractor will be required to submit invoices to ODJFS within twenty days of the end of each month of service. The invoice must include the number of documents that were data-entered during the month (including independent contractors). The invoice must be on contractor letterhead and contain a detailed description of services rendered. The service dates must be displayed on the invoice; and "**New Hire Reporting**" must be on the front page of the invoice. The appropriate ODJFS purchase order number must also appear on the invoice. Each invoice must show the number of electronic and non-electronic reports for the billing month.

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

3.2 Administrative Structures—Proposed Work Plan

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

- A. Provide a technical approach and work plan to be implemented. This includes a proposed project timeline;
- B. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;
- C. Provide a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project; and
- D. Provide a timeline for each component of the scope of work and the project overall including the staff hours for personnel to be involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours to be devoted to the project by vendor or sub-contractor staff. The proposal must identify the percentage of time each key management person will devote to the project.

3.3 Specifications of Deliverables

- 1. The contractor will establish and maintain an office in the central Ohio area that acts as a clearinghouse for all employers to report their new hires, re-hires and independent contractors according to specified time frames. Additionally, the contractor's office must maintain sufficient staff to provide customer services to employers, meaning, at minimum, responding to an estimated seven hundred (700) calls and one hundred seventy-five (175) e-mails per month, creating and operating a website that offers general information on the New Hire Reporting Program and provides employers the ability to report on line.
- 2. The contractor will receive and process electronic and non-electronic reports from employers;
- 3. The contractor will provide data entry services from those reports and data connected with the Ohio New Hire Reporting program; and,
- 4. The contractor will provide administrative support for the Ohio New Hire Reporting program.

The contract expected to result from this RFP process will have as its deliverables all duties, functions, tasks, and responsibilities established in this RFP (to include those outlined in the Scope of Work Section 3.1), and will include any performance specifications and quality standards established herein. Any additional functions, responsibilities, etc., and any further performance and quality specifications offered in the proposal and accepted by ODJFS for contract award will also become contractual requirements.

3.4 Selected Vendor Compensation Schedule

ODJFS will pay a flat, all-inclusive fee for each non-electronic report processed and for each electronic report processed. All work required under the contract for the New Hire Reporting Center Services will be compensated by this per-unit-of-service pricing; no additional fees, expenses, or costs of any kind may be submitted to ODJFS for payment.

Vendors' cost proposals are to specify the per-processed-unit rates (electronic and non-electronic, which may, at vendor discretion, be different) they would charge ODJFS if awarded the contract for their full and complete compensation for all work described in this RFP.

SECTION IV. CONDITIONS AND OTHER REQUIREMENTS

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

4.1 State Contracts

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

4.2 Interview

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

4.3 Start Work Date

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

4.4 Proposal Costs

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

4.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in 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 this or any ODJFS RFP which make claims of trade secret information shall be disqualified from consideration immediately upon determination that such unallowable claim has been made.

4.6 Contractual Requirements

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

4.7 Travel Reimbursement

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

4.8 Minority Business Enterprise

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

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

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

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

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

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

4.9 Subcontractor Identification and Participation Information

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

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

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

4.10 Public Release of Records

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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 Waiver of Minor Proposal Errors

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

4.16 Proposal Clarifications

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

4.17 Contractual Requirements and Prevailing Wage Requirements

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

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

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

4.19 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.

4.20 Mandatory Disclosures of Governmental Investigations

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

4.21 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.

4.22 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.

4.23 Ohio Presence Consideration

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

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

4.24 Prohibition Against Services Performed Outside the United States

All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the "Location of Business Form" included in the "Required Vendor Information & Certifications Documents," provided as Attachment A, 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.**

4.25 Proposal Submission 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 2.3, 5.2, D, and 4.5 of the RFP or where found in any RFP or 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.

4.26 Combating Trafficking In Persons

Any contractor doing business with the State must be in compliance with the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50, will be incorporated into the resulting ODM contract by reference. Additional information on identifying Human Trafficking is found at: <http://powerhost.powerstream.net/008/00153/HumanTrafficking.wmv>.

SECTION V. PROPOSAL FORMAT & SUBMISSION**5.1 Proposal Submission Information**

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

- **Five (5)** paper copies (**one signed original** and **4** copies) and one CD-ROM copy of the technical proposal;

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 vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **April 2, 2015**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

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

The entire vendor technical proposal should be converted into one single secure .pdf document, if possible, saved to the technical proposal CD-ROM submitted to ODJFS. 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 NEW HIRE REPORTING SERVICES, RFP#: R1617098088 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

A. Proposal Organization

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

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.**

B. Technical Proposal Details

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

IMPORTANT: Any vendor technical proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which ODJFS might find indicative of the relative cost or economy of the proposed project. However, information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal. Any prohibited cost information must be submitted with the separate, sealed project budget/Cost Proposal. The technical proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not specifically identified by ODJFS as a required component of the separate, sealed project budget/cost proposal. Should a vendor feel it is important to include any documents containing such prohibited cost information in the technical proposal, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS.

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

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

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 4.23, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab 1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

2. (Tab 2) Vendor Experience & Qualifications

Sub-Tab 2 a. Mandatory Vendor Qualifications (Section 2.1, a through c) The vendor must include information to satisfy the mandatory qualifications of the vendor, as described in **Section 2.1**, of this RFP.

Sub-Tab 2 b. Organizational Experience and Capabilities (Section 2.2, a through e) The proposal should include information on the relevant experience of the vendor and any subcontractors; and any prior experience relevant to this RFP, as described in Section 2.2, of this RFP.

Sub-Tab 2 c. Staff Experience and Capabilities (Section 2.3, a and b) Under this section the vendor is required to include resumes, education, experience, and list of related published works of all key personnel for this project, and describe any appropriate supplemental and support staff (including any subcontractors) to be involved, as described in Section 2.3, of this RFP.

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

This section should describe in detail how the vendor proposes to perform each tasks of the scope of work identified in Sections 3.1, Scope of Work and in Section 3.3, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 3.3 behind separate sub-tabs as described above.

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

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 3.2, Administrative Structures— Proposed Work Plan of this RFP. This is to include a narrative description of the vendor's technical approach and work plan to be used regarding

each of the items in section 3.2 A through D in detail.

C. Cost Proposal

Three copies (one signed original and two copies) of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: –**NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR NEW HIRE REPORTING SERVICES, RFP#: R-1617-09-8088 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. The Vendor Cost Proposal Form must contain the following information:

- 1. Per-Item Charge, inclusive of the entire New-Hire Reporting Center operations:** The contract **All-Inclusive Costs** for electronic reports processing (Cost A, below) and for non-electronic reports processing (Cost B, below) together constitute the vendor’s bid price. These per-item costs together must represent the vendor’s total costs for performance of the entire scope of work, and for provision of all deliverables as delineated in Section III of the RFP, including any associated costs.

Vendors must submit two costs:

Cost A. All-Inclusive Cost of processing **electronic** new hire reports from employers (vendors are to calculate this per-item cost based on 2,700,000 electronic new hire reports per year); and,

Cost B. All-Inclusive Cost of processing **non-electronic** new hire reports from employers (vendors are to calculate this per-item cost based on 300,000 non-electronic new hire reports per year).

Both **Cost A** and **Cost B** must be displayed as the individual per-item cost. In addition, the Cost A per-item cost must be multiplied by the 2,700,000 reports per year, and the Cost B per-item cost must be multiplied by the 300,000 reports per year, as follows:

- 2. Total Cost per year:** The total annual cost will be Cost A plus Cost B, multiplied by their respective report volume, combined.

$$\begin{aligned}
 &\underline{\text{Cost A multiplied by 2,700,000}} = \$ \underline{\hspace{2cm}} \\
 &+ \underline{\text{Cost B multiplied by 300,000}} = \$ \underline{\hspace{2cm}} \\
 &\text{Total Per-year, all-inclusive contract amount} = \$ \underline{\hspace{2cm}}
 \end{aligned}$$

Vendors are to use the format in **Attachment D, Cost Proposal Form**, to submit their cost proposal for the biennium of SFYs 2016 - 2017 and potential renewals for SFYs 2018 to 2019 and for SFY 2020. 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 all costs resulting from any and all program activities, primary and incidental (whether explicitly identified by ODJFS in this RFP or not), that may be necessary to achieve the full scope of work and complete all contract deliverables.

Vendors are to recognize that the actual **payment to the selected vendor will be for the actual number of electronic and non-electronic new hire reports processed under the contract.** The

volumes presented above and on the Cost Proposal Form are the State's best estimate possible at this writing of work volume, and should be used as a guide to vendors in proposing their prices, but cannot be seen as a guarantee of actual work volume or of actual payment to be made.

D. IMPORTANT – VENDOR 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 4.5 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 ODJFS and/or county agency staff. 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, a 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 all Phase I. Review criteria as required in the Technical Proposal Score Sheet. **Any 'no' for the listed Phase I. criteria will eliminate a proposal from further consideration. RFP Attachment C, the Technical Proposal Score Sheet provides the list of all 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 possible points, minimum allowable scoring thresholds, and definitions of scoring values.

After establishing which vendor proposals are technically qualified to advance to Phase III for consideration of their corresponding cost proposals, ODJFS will add ten (10) points to the proposals of those vendors which have also demonstrated an Ohio presence as described in Sections 5.2 and 4.23 of this RFP. For those technically qualified vendors with an Ohio presence, their final technical score will be the sum of the score they earned according to the Phase II review described above plus the additional specified points. That sum will be used for those vendors in Phase III, as described below.

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**) and the above technical performance scoring information to review their proposals for completeness, compliance and quality.

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

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

If the cost proposals of all technically qualifying vendors (as determined by the scoring process described in this section and by the Technical Proposal Score Sheet, **Attachment C** to this RFP) are in excess of the available funding for this project, 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, and assuming that one or more have submitted a cost proposal that is within project budget, ODJFS will then consider those vendors' revised cost proposals which are within the budget according to the cost-point assignment process described in this section, above, and in the Technical Proposal Score Sheet, **Attachment C**, for calculation of the winning score.

6.2 Review Process Caveats

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

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

the proposal review process. Any such requests for proposal clarification when initiated by ODJFS, and vendors' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 1.9 of this RFP. Such communications are expressly permitted when initiated by ODJFS, but are at the sole discretion of ODJFS.

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

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

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

6.3 Final Vendor Recommendation

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

6.4 Tie Breaker

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

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

- A.** A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

- B.** A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal Services, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 1.6, Anticipated Procurement Time Table, of this RFP.
 2. If the protest relates to the announced intent to award the contract, the protest shall be filed no later than 3:00 p.m. of the *seventh (7th) calendar day* after the issuance of formal letters sent to all responding vendors regarding the State's intent to award a contract for the work. 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 Legal Services after the time periods set forth in Item B. of this section.
- D.** All protests must be filed at the following:
- Deputy Director**
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
- E.** When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F.** ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

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

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, 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. Both sections must be completed and included in Tab 1 of the proposal.

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

Vendors must provide all information

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, 2013) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

11. Vendor and Grantee Ethics Certification

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

(1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.

(2) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

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

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

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

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

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

Attachment A—Section II.

Location of Business Form

Pursuant to Governor’s Executive Order 2011-12K (www.governor.ohio.gov), 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-1617-00-0000

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 Proposals (RFP) titled _____, numbered _____, and dated [DATE], which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of CONTRACTOR, 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 the dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.
- D. Key personnel that are identified by the CONTRACTOR as critical to the success of the Contract may not be removed without a reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

ARTICLE I. PURPOSE; DELIVERABLES

- A. CONTRACTOR will perform its responsibilities (Deliverables) under this Contract as follows: OR CONTRACTOR will perform its responsibilities (Deliverables) under this Contract in accordance with the RFP and the Proposal. The responsibilities are summarized as follows:
- B. The ODJFS Contract Manager is **ODJFS Contract Manager**, or his/her successor.
- 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 10 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 provisions of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. **Ownership of Deliverables.**
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all

Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

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

- D. [UNIVERSITY] The Deliverables produced by CONTRACTOR under this Contract will be copyrighted in the name of CONTRACTOR. CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any Deliverable either in whole or in part, and to produce derivative works. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODJFS will treat Deliverable products as the intellectual property of CONTRACTOR for purposes of ORC 149.43. CONTRACTOR further reserves the right to use the Deliverables produced under this Contract for research and academic purposes, including the right to publish the work in scholarly journals or other academic publications.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from _____ or the date of issuance of an approved State of Ohio purchase order, whichever is later, through _____, unless this Contract is suspended or terminated prior to the expiration date. This Contract may be renewed through June 30, 201X, 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 (SFY) 2016, and up to SFY2 AMT Dollars (\$SFY2) for SFY 2017, 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.
- B. 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.

- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Contract Manager as long as the total amounts per SFY and the total overall Contract amount remains unchanged. Any changes to the travel costs will require a written amendment to this Contract.
- D. Compensation will be paid pursuant to CONTRACTOR's **accepted budget [or cost proposal]** as incorporated below **[or as attached]**.
- E. CONTRACTOR will submit detailed invoices on a **one-time, monthly, quarterly, annual** basis to the ODJFS, **Contract Manager, Office, Office Address OR Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215**. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract; deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
 5. Description of Deliverables performed during the billing period; and
 6. Other documentation requested by the ODJFS Contract Manager.
- F. 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.
- G. 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.
- H. 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.
- I. 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 SFY, 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 compensation has been paid.

- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving 30 calendar days written notice to the other party. Upon written notice to CONTRACTOR, ODJFS may immediately suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provisions of Sections A or B, 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.

Suspension or termination under this provision shall not entitle CONTRACTOR to any rights or remedies described in Section F of this ARTICLE.

- D. Unless otherwise provided for in 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 2 times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The 2 notices do not have to relate to the same obligation or type of failure. After the second 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. If ODJFS does not give timely notice of a breach to CONTRACTOR, ODJFS has not waived any of its rights or remedies concerning the breach.
- 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 and refusing any additional orders;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status and percentage of completion of all Deliverables, including the results accomplished and the conclusions reached through Deliverables;
 4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Contract whether completed or not; 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 subcontract agreements 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.
- A. [UNIVERSITY] ODJFS agrees that any media (including documents, reports, data, photographs, negatives, electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR; however, CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media.
- 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. CONTRACTOR will defend such a claim.
- D. For Audit Purposes Only: 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 3 years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, Title 2 of the Code of Federal Regulations (CFR) Part 200. 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 [Must be minimum of 3 years, 2 CFR 200.333]**. 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 with 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, damages and expenses 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 through 1320d-8) and the implementing regulations found at 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. **It is agreed that line item budget modifications may be made in writing by the ODJFS Contract Manager without a written amendment pursuant to ARTICLE III.** Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 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 3 years preceding this Contract neither CONTRACTOR nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
 3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one 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.
[DELETE IF UNIVERSITY]
- 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. If applicable, CONTRACTOR agrees to comply with the provisions of Equal Employment Opportunity Clause (41 CFR Part 60), the Davis-Bacon Act (40 USC 3141-3148), the Copeland Act (40 USC 3145), and the Contract Work Hours and Safety Standards Act (40 USC Chapter 37), regarding labor standards for federally assisted construction contracts.
 - e. 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 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 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. 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, and is in compliance with 45 CFR 2543.87 the Byrd anti-lobbying amendment.
- 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. In accordance with 2 CFR 200.321, CONTRACTOR agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

9. **MBE Requirement.**

- a. CONTRACTOR is required to seek and set aside at least 15% of the cost of work for qualified Minority Business Enterprises (MBE). In seeking MBE subcontractors, the CONTRACTOR must utilize a competitive process to which only Ohio certified MBEs may respond and require the MBE to maintain their certification through the term of the agreement, including any renewals.
- b. CONTRACTOR shall indicate on all invoices submitted to ODJFS the dollar amount attributed to the goods or services provided by the MBE subcontractors along with documentation of the MBE subcontractor's activities. CONTRACTOR shall report its monetary payments to the MBE subcontractor under this Contract monthly to the ODJFS Contract Manager.

- c. CONTRACTOR may apply for a modification or waiver of the 15% MBE subcontractor set-aside requirement, however, such modification or waiver request may be submitted no earlier than 6 months from the contract award and no later than 2 months of the completion of the contract, whichever is sooner. CONTRACTOR may apply in writing, on a form prescribed by ODJFS, for a waiver or modification of the MBE set-aside requirement from the ODJFS Contract Manager. CONTRACTOR shall submit evidence acceptable to ODJFS demonstrating that the CONTRACTOR made a good faith effort to seek MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, ODJFS will determine whether CONTRACTOR's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, CONTRACTOR will have an opportunity to attain the requirement before the completion of the work. If CONTRACTOR fails to attain the requirement, CONTRACTOR may be found in non-compliance with the terms of the contract.

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

[UNIVERSITY] CONTRACTOR, a public university, certifies that by executing this Contract, it has reviewed and understands ODJFS's obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Contract outside of the United States. [delete a-d]

- 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. **[PRIVATE ENTITY] Combating Trafficking in Persons.**

- a. CONTRACTOR agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this Contract by reference.

- b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:
 - (1) Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
 - (2) Procuring commercial sex acts during the period of performance of the Contract; or
 - (3) Using forced labor in the performance of the Contract.
 - c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
 - d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
11. **[UNIVERSITY] Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), this Contract may be terminated without penalty if CONTRACTOR or any subcontractor paid with Contract funds:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Contract or any subcontracts or subagreements are in effect; or
 - b. Uses forced labor in the performance of activities under this Contract or under any subcontracts or subagreements.
 - c. CONTRACTOR agrees that it shall notify, and require all of its subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph.
 - d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
12. **Civil Rights Assurance.** The CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
13. **Clean Air Act and Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Energy Policy and Conservation Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Regional Office of the USEPA and ODJFS.
15. **Solid Waste Disposal.** CONTRACTOR agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding federal fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.

16. **Rights to Inventions.** If applicable, if any products or services under this Contract meet the definition of “funding agreement” under 37 CFR 401.2(a), and CONTRACTOR enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable federal and state regulations.
17. **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. BUSINESS CONTINUITY PLAN

- A. CONTRACTOR recognizes that certain services under this Contract are vital to ODJFS and must be continued without interruption. CONTRACTOR shall be prepared to continue providing such services identified by ODJFS, during periods of disaster, crisis, or other unexpected break in services based upon a Business Continuity Plan (Plan). CONTRACTOR is required to implement and maintain a sustainable Plan throughout the term of this Contract, and provide the Plan to ODJFS upon request. The Plan will, at a minimum:
 1. Enable continued performance under this Contract in the event of a disaster or other unexpected break in services; and
 2. Ensure the continuity for identified vital services and supporting facilities.
- B. For purposes of this Article, the term “disaster” means an unanticipated incident or event, including, but not limited to, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption; or causes data loss, property damage or other business interruption without any prediction for recovery within a commercially reasonable time period.

ARTICLE X. 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. **CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODJFS is required to provide individuals and business entities with fewer than 5 employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODJFS has notified CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than 5 employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than 5 employees, please complete page 3 of Attachment A.**
- 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, infringement resulting, and/or any other claims arising from the performance of the 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.

- B. **[UNIVERSITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Contract will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- C. **[UNIVERSITY] Infringement of Patent or Copyright.** To the extent permitted by law, 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 XI. CONSTRUCTION

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

In actual contract document,
Signature Page Would Follow Here.

(Remainder of page intentionally left blank)

ATTACHMENT C
Technical Proposal Score Sheet
RFP: R-1617-09-8088

PHASE I: Initial Qualifying Criteria

Vendor Name: _____

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Referenc	Y E S	N O
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	1.6, 5.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, and sealed envelope, a Cost Proposal?	5.1		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2, B, 1.		
4	Included in those certifications, does the vendor state that it is not excluded from entering into a contract with ODJFS?	5.2, B, 1., 4.18		
5	Does the ODJFS review of the Auditor of State website verify that the vendor is not excluded from contracting with the State?	5.2, B, 1., 4.18		
6	Does the vendor’s proposal include a minimum of five years of experience in data entry projects that require the processing of at least three million reports each year.	2.1, a		
7	Does the vendor’s proposal include at least three years of experience in managing a call center responsible for answering telephone calls and e-mails at volume levels as specified in the RFP.	2.1, b		
8	Is the vendor physically located in central Ohio or has it provided concrete plans for establishing a location in central Ohio.	2.1, c		
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, D.		
10	Did the vendor <u>remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff</u> from resumes or any other part of the proposal package?	2.3, 5.2, D.		

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS, Office of Child Support. 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:

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 **559** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **724** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
REQ. VENDOR INFO. & CERTIFICATIONS								
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RFP.	5.2, B, 1.	1					
VENDOR QUALIFICATIONS								
ORGANIZATIONAL EXPERIENCE & CAPABILITIES								
2	The vendor has shown experience, in private and/or public settings, in creating, operating, and managing projects similar to the New Hire Reporting in size, scope, and necessary responsibility level, as described in this RFP.	2.2, a	3					
3	The vendor has provided descriptions of at least three, but no more than four, similar sized projects completed in the past five years that demonstrate expertise in handling three million reports to be data-entered annually.	2.2, b	3					
4	The vendor has demonstrated at least three years of experience in maintaining a call center that responds to approximately seven hundred (700) calls and one hundred seventy-five (175) e-mails per month.	2.2, c	3					
5	The vendor has demonstrated at least three years of experience in developing and maintaining an Internet website that is capable of accepting lists and reports.	2.2, d	3					
6	The vendor has demonstrated at least three years of experience in developing and processing informational mailings.	2.2, e	3					
STAFF EXPERIENCE & CAPABILITIES								
7	The vendor has designated a project manager who has a minimum of three years management experience; and a bachelor's degree in business administration, public administration, social sciences or other related field.	2.3 a	3					
8	The designated project manager has at least two years of experience in managing data entry and call center staff for a high volume operation.	2.3, a	3					
9	The vendor has identified, by position and by name, those staff it considers key to the project's success (at minimum, key staff identified must include a project manager and key staff must have at least a four year degree in a related field). The vendor has included resume(s) of all key staff expected to work on the project.	2.3, b	3					
SCOPE OF WORK								
10	The vendor is currently located in Ohio, or has provided a plan as to how they will establish an Ohio location in order to maintain a new hire reporting center in central Ohio.	3.1 (1)	3					
11	The vendor has provided a plan as to how they will process approximately three million reports per year which includes a description of their capabilities handling such transmission volume and of handling all other types of transmissions as well.	3.1 (2)	3					
12	The vendor has provided a plan as to how they will establish an operations center that is capable of date-stamping and data-entering all new hire reports within five days of receipt of the record regardless of the method utilized by the employer, and in turn, transmitting the data no later than the next business day (except for State holidays) to ODJFS.	3.1 (2)	3					
13	The vendor has provided a plan that shows how they will: transmit to ODJFS, once per month, all independent contract information received that month; obtain and retain information (as specified in Section 3.1 (3).) from each report; be able to process the weekly and annual report volume at the required accuracy rate of 99.8% on data entry work.	3.1 (2)	3					
14	The vendor has provided a plan on how they will: submit to ODJFS an electronic transmission of all new records processed at the New Hire Reporting Center with the transmission frequency of daily for non-independent contractors and monthly for independent contractors; create a batch numbering process to facilitate record identification, and the keying of records according to the numbered batches; maintain all new-hire data in the database for 365 days.	3.1 (2), 3.1 (3)	3					
15	The vendor has provided a plan on how they will: provide a post office box for mailed data and reports, and provide sufficient toll-free fax line accessibility; establish and maintain sufficient toll-free telephone accessibility capable of supporting project call volume; ensure that on-hold time for callers will not exceed five minutes before reaching a call-center operator.	3.1 (4), 3.1 (5)	2					
16	The vendor has provided a plan on how they will: operate and maintain an Internet web site that provides instructions and guidelines to employers and provides basic information for CSEAs, state agencies, and the general public, regarding the new-hire program; operate and maintain a New Hire Reporting web site that includes employer instructions for reporting, and must allow employers to report online.	3.1 (6)	2					
17	The vendor has provided a plan on how they will: establish and implement procedures for the protection of information; send follow-up	3.1 (8), 3.1 (9)						

	correspondence on a quarterly basis to employers who appear on the OWD file but have not reported to the New Hire Reporting Center.		2					
18	The vendor has provided a plan on how they will: produce monthly activity reports, compliance reports and an annual report for ODJFS, as outlined in the RFP.	3.1 (10)	2					
19	The vendor has provided a plan on how they will: develop and issue informational mailings at ODJFS' discretion at least twice per year to the state's employers; facilitate the transfer of phone numbers and fax numbers so the numbers remain the same as the transition occurs to the new vendor, if the next RFP results in the New Hire Reporting contract being awarded to a different vendor.	3.1 (11)	2					
SPECIFICATIONS OF DELIVERABLES								
20	The vendor's proposed plan as to how they will establish an office in the central Ohio area that acts as a clearinghouse for all employers to report their new hires, re-hires and independent contractors within 20 days of the date of hire, is sound, thorough, and likely to result in program success.	3.3 (1)	3					
21	The vendor's proposed plan for receiving and processing electronic and non-electronic reports from employers, is sound, thorough, and likely to result in program success.	3.3 (2)	3					
22	The vendor's proposed plan as to how they will provide data entry services from those reports and data connected with the Ohio New Hire Reporting Program, is sound, thorough, and likely to result in program success.	3.3 (3)	3					
23	The vendor's proposed plan as to how they will provide administrative support for the Ohio New Hire Reporting Program, is sound, thorough, and likely to result in program success.	3.3 (4)	3					
ADMIN. STRUCTURES—PROPOSED WORK PLAN								
24	The vendor has provided a technical approach and work plan to be implemented. This includes a proposed timeline for the project.	3.2 (A)	2					
25	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	3.2 (B)	3					
26	The vendor has provided a current organizational chart (including any subcontractors) and specifies the key management and administrative personnel who will be assigned to this project.	3.2 (C)	2					
27	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. Also has included a chart showing the number of hours devoted to the project by vendor or sub-contractor staff. The vendor must provide the percentage of time each key management person will devote to the project.	3.2 (D)	2					
PROPOSAL ORGANIZATION								
28	The vendor has submitted a proposal which complies with the specified submission format.	5.2	0.5					
29	The vendor has submitted a proposal which is free of self-promotional claims.	6.1	0.5					
30	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	6.1	1					
TRADE SECRET INFORMATION								
31	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, D. 8.5			YES	NO		
Column Subtotal of "Partially Meets" points								
Column Subtotal of "Meets" points								
Column Subtotal of "Exceeds" points								
TOTAL SCORE:								

Based upon the Total Technical Score earned, 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 559 points.)

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

Attachment D
ODJFS JFSR-1617-09-8088
New Hire Reporting Services

Vendor Cost Proposal Form

Vendors are to complete this form (or a facsimile) fully and send it to ODJFS according to directions given in Section VI., sub-section 5.2, C.

Vendor Name:

Address:

Address:

SFY 16 Contract Products:	Vendor's per-item cost	multiplied by annual volume	Vendor's bid cost:
Vendor's Annual All-Inclusive Cost of <u>electronic</u> new hire reports processing:	_____	x 2,700,000 reports	_____
Vendor's Annual All-Inclusive Cost of <u>non-electronic</u> new hire reports processing:	_____	x 300,000 reports	_____
SFY 16 Total Cost:	<i>(NA)</i>	<i>(NA)</i>	_____

Continues

SFY 17 Contract Products:	Vendor's per-item cost	multiplied by annual volume	Vendor's bid cost:
Vendor's Annual All-Inclusive Cost of <u>electronic</u> new hire reports processing:	_____	x 2,700,000 reports	_____
Vendor's Annual All-Inclusive Cost of <u>non-electronic</u> new hire reports processing:	_____	x 300,000 reports	_____
SFY 17 Total Cost:	<i>(NA)</i>	<i>(NA)</i>	_____

SFY 16 Total Cost	
SFY 17 Total Cost	
SFY 16-17 Biennium Total Cost	

Note: SFY 18-19 costs are required, but contract renewal for SFY 18-19 is contingent upon availability of necessary funding, satisfactory contractor performance in SFYs 16 and 17, all required funding and contract approvals, and is at the sole discretion of ODJFS.

SFY 18 Contract Products:	Vendor's per-item cost	multiplied by annual volume	Vendor's bid cost:
Vendor's Annual All-Inclusive Cost of <u>electronic</u> new hire reports processing:		x 2,700,000 reports	_____
Vendor's Annual All-Inclusive Cost of <u>non-electronic</u> new hire reports processing:		x 300,000 reports	
SFY 18 Total Cost:	(NA)	(NA)	
SFY 19 Contract Products:	Vendor's per-item cost	multiplied by annual volume	Vendor's bid cost:
Vendor's Annual All-Inclusive Cost of <u>electronic</u> new hire reports processing:		x 2,700,000 reports	
Vendor's Annual All-Inclusive Cost of <u>non-electronic</u> new hire reports processing:		x 300,000 reports	
SFY 18 Total Cost:	(NA)	(NA)	_____

SFY 18 Total Cost	
SFY 19 Total Cost	
SFY 18-19 Biennium Total Cost	

Note: SFY 2020 costs are required, but contract renewal for SFY 20-21 is contingent upon availability of necessary funding, satisfactory contractor performance in SFYs 18 and 19, all required funding and contract approvals, and is at the sole discretion of ODJFS.

SFY 20 Contract Products:	Vendor's per-item cost	multiplied by annual volume	Vendor's bid cost:
Vendor's Annual All-Inclusive Cost of <u>electronic</u> new hire reports processing:	_____	x 2,700,000 reports	_____
Vendor's Annual All-Inclusive Cost of <u>non-electronic</u> new hire reports processing:	_____	x 300,000 reports	_____
SFY 20 Total Cost:	<i>(NA)</i>	<i>(NA)</i>	

SFY 20 Total Cost	
Proposed 5-Year Total?	

END Of Cost Proposal Form.