



Department of
Job and Family Services

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

September 28, 2015

Dear Vendor:

The Ohio Department of Job and Family Services (ODJFS) announces the release of Request for Letterhead Bids (RLB) number JFSR1617178102), *Child Care Market Rate Study Services*, to select one qualified vendor who will ensure that child care services payment rates are established within the context of market conditions so that the rates are sufficient to provide equal access to child care services in the open market. Federal Code §98.43(b)(2) requires that each state systematically collect information about the prices (not rates) charged in the market by child care providers. Once the data is gathered and analyzed, it is used to help determine the rates paid to providers that serve children who receive publicly funded child care services.

Ohio Revised Code (ORC) 5104.04 (B)(3) requires ODJFS to contract with a third party by the first day of October in each even numbered year to collect information concerning the amounts charged by child care providers and to analyze and provide a report to the Department no later than the first day of December in each even numbered year. In addition, ORC 5104.30 (E)(1) requires ODJFS to establish reimbursement ceilings for providers that serve publicly funded children no later than the first day of July in each odd numbered year.

This procurement opportunity is **only available to state-supported public colleges and universities located in Ohio**. The contract period for this project is expected to run from approximately January 4, 2016 through June 30, 2017. No contract extensions or renewals are expected to result from this RLB process.

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

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

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

Sincerely,



Jay Easterling
Deputy Director
Contracts and Acquisitions

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

An Equal Opportunity Employer and Service Provider



Department of
Job and Family Services

John R. Kasich, Governor

Cynthia C. Dungey, Director

Ohio Department of Job and Family Services
Request for Letterhead Bids (RLB)
RLB#: JFSR1617178102

I. Purpose

The Ohio Department of Job and Family Services (ODJFS) is seeking to select one qualified vendor who will ensure that child care services payment rates are established within the context of market conditions so that the rates are sufficient to provide equal access to child care services in the open market. Federal Code §98.43(b)(2) requires that each state systematically collect information about the prices (not rates) charged in the market by child care providers. Once the data is gathered and analyzed, it is used to help determine the rates paid to providers that serve children who receive publicly funded child care services.

Ohio Revised Code (ORC) 5104.04 (B)(3) requires ODJFS to contract with a third party by the first day of October in each even numbered year to collect information concerning the amounts charged by child care providers and to analyze and provide a report to the Department no later than the first day of December in each even numbered year. In addition, ORC 5104.30 (E)(1) requires ODJFS to establish reimbursement ceilings for providers that serve publicly funded children no later than the first day of July in each odd numbered year.

This procurement opportunity is only available to state-supported public colleges and universities located in Ohio. This RLB document is released by ODJFS, and the subsequent contract expected to result from this RLB process will be a contract between the vendor and ODJFS-Office of Family Assistance (OFA). ODJFS-OFA will designate a staff member as the ODJFS Contract Manager to provide on-going supervision of the contractor selected through this RLB process. The contract period for this project is expected to run from approximately January 4, 2016 through June 30, 2017. No extensions or renewals are expected to result from this RLB.

ODJFS will only accept proposals from vendors that demonstrate their capability of providing services as described in this RLB. For the purpose of this RLB, the term “vendor” shall be defined as an organization interested in this opportunity. The term “contractor” is used in reference to the successful vendor selected through this RLB.

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

II. Time and Date of Submission

State-supported public colleges, universities and technical schools who are interested in submitting letterhead bids must make their submission not later than **3:00 p.m. Eastern (local) Time on Wednesday, October 28, 2015**. Faxes will not be accepted. Bids 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

For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All bids received on the due date will be accepted by the Office of Contracts and Acquisitions on the 31st Floor of the Rhodes Tower. **ODJFS is not responsible for any bids delivered to any address other than the address provided above.**

All submissions must be received, complete, by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be added to previous submissions, nor be considered. No confirmations of mailed bids received can be provided.

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

III. Anticipated Procurement, Project Timetable and Funding Availability

A. Project Timetable

September 28, 2015	ODJFS Releases RLB to Potential Vendors on the DAS and ODJFS Websites; Q & A Period Opens - Vendors may submit inquiries for RLB clarification
October 8, 2015	Vendor Q & A Period closes, 8 a.m. for inquiries for RLB clarification - No further inquiries for RLB clarification will be accepted
October 15, 2015	ODJFS posts Final Vendor Question & Answer Document on ODJFS website
October 28, 2015	Deadline for Vendors to Submit Proposals to ODJFS (3:00 P.M., local time)
November 16, 2015	ODJFS Issues Vendor Selection Notification Letter (estimated)
January 4, 2016	Contract effective date/Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (ESTIMATED DATE)
June 30, 2017	All project work must be completed. <i>Contract terminates no later than the end of the State Fiscal Year, or 6-30-17.</i>

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.

B. Funding Availability

ODJFS will award up to a maximum amount of \$93,000.00 total for SFYs 16 and 17 to support this project from implementation (approximately January 4, 2016) through completion June 30, 2017, with no renewal or extension.

IV. Internet Question and Answer Period; RLB Clarification Opportunity

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

- * Access the ODJFS Web Page at <http://jfs.ohio.gov/>
- * Select “Doing Business with ODJFS” from the bottom of the page;
- * Select “RFP’s” from the left side column;
- * Select RLB Number *JFSR1617178102* 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 must reference the relevant part of this RLB, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential vendor (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. The State may, at its option, disregard any questions which do not appropriately reference an RLB provision or location within the RLB, or which do not include identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

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

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

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

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

V. Qualifications

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

A. Mandatory Vendor Qualifications

ODJFS requires that interested vendors **MUST** meet, at minimum, **ALL** the following qualification requirements:

1. ODJFS will only consider proposals from vendors that are a state-supported public college or university located in Ohio;
2. ODJFS will only consider proposals from vendors with a minimum of five (5) years of experience in the field of market or business market research;
3. ODJFS will only consider proposals from vendors who have completed at least two (2) similar projects as defined in the scope of work, Section VI, within the last five (5) years. The vendor must demonstrate successful completion through a description of each project, and a final report summary and contact information for the owner or awardee of each project;
4. Identify a project manager, by position and by name, with at least three (3) years of experience managing projects involving market research and data analysis as well as cost analysis. The project manager shall have a Master's Degree in the one of the following fields: business administration, public administration, mathematics, finance, statistics and/or quantitative management. The project manager must also have at least two (2) years of experience in leading similar size research projects. Experience must be demonstrated by providing final report summaries, a description of the projects being used as examples, and contact information from the awardee of the project; and,
5. Identify additional staff the vendor considers key to the program's success. Provide a list of key staff, their relevant education and work experience (including the subject and duration) and the duties they will perform under this program. Key vendor staff must possess statistical analysis education. Proposals lacking evidence of the mandatory education for staff in key positions shall be disqualified from consideration.

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

B. Organizational Experience and Capabilities

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

1. Samples of at least two, but no more than four, similar sized projects completed in the past five (5) years that demonstrate expertise in market research and data analysis on a statewide or national basis. The sample shall include a description of the project, a final report summary and contact information for the owner or awardee of the project;
2. Names and contact information for which they have performed similar large scale projects in the past five (5) years; and,
3. Provide a current organizational chart (including any sub-contractors) and specify the key management and administrative personnel who will be assigned to this project.

C. Staff Experience and Capabilities

The vendor proposal is to demonstrate the vendor's significant expertise by assigning highly qualified staff to key leadership roles for this project. Proposals must include professional profiles, resumes/curriculum vitae, and when specified, copies of current medical licensure/certification for all persons identified for key positions. Proposals are to provide detailed information explaining how and to what degree the vendor's proposed staff possesses experience that is relevant to ODJFS' needs. This information will be scored by ODJFS as part of the detailed proposal evaluation and scoring process.

Proposals will be scored by the degree to which key staff exceed mandatory minimum requirements (as specified in this Section) for the education and experience of staff in key positions, based on documentation presented and discussed in the vendor's proposal.

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

VI. Scope of Work

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

If awarded a contract as a result of this RLB process, the selected vendor will be responsible for:

- A. Developing a market rate survey system for the State of Ohio. The selected vendor will collect price and pricing information throughout Ohio regarding the amounts that child care providers charge;
- B. Collecting and analyzing data within the first six months after the contract is finalized that will include current rates for child care services for three types of child care providers; licensed centers, Type A Home, and Type B Home providers. The project goal is to collect and analyze rate information on unsubsidized rates that Ohio child care providers charge to the general public. The analysis shall take into consideration that the rates may vary by age of child, the amount of time the child is in care and the geographic location of the provider within the state. The selected vendor shall focus on three enrollment categories (full-time, part-time, and hourly);
- C. Collecting the selected vendor's own data and use data provided by the Ohio Child Care Resource and Referral Association (OCCRRA) in its analysis and final report;
- D. Designing a collection survey tool that can be published and used on-line through the ODJFS website and/or via email. The selected vendor will be responsible for designing the survey, the language of the survey and the operation components of the survey including data elements. The survey questions shall be approved by ODJFS before its publication and release;
- E. Creating a methodology and process to collect data from child care providers who do not respond to the survey. This follow-up process may need to utilize electronic communication, direct mailing and telephonic follow-up; and,
- F. Presenting the information in reports to ODJFS that may be published, as well as presenting the analysis in meetings such as the ODJFS Child Care Advisory Council after the data is collected and analyzed. The final analysis report will be delivered to ODJFS no later than December 1, 2016.

VII. Specifications of Deliverables

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

- A. Develop and administer a market rate survey to obtain information on the unsubsidized rates child care providers charge for child care services. The selected vendor will perform its responsibilities ("Deliverables") under the resulting contract as follows:

1. Participate in the first planning meeting within ten (10) days of contract execution and additional meetings as needed, with representatives of ODJFS, at a time and location mutually agreed upon by ODJFS and the selected vendor, to address the following:
 - a. Define the population of child care providers to be included in the survey;
 - b. Create operational definitions of child care service categories where un-subsidized rate distributions will be estimated and the percentiles reported;
 - c. Review data elements to be captured by the survey instruments (questionnaires);
 - d. Determine the degree to which data collected by the Ohio Child Care Resource and Referral Association (OCCRRA) can be used in place of the selected vendor's direct collection of data;
 - e. Determine whether the data collected via the ODJFS provider portal can be used in conjunction with survey questionnaire data to supplement estimation of rates;
 - f. Develop the protocol to reach all licensed child care providers, as well as the registered providers whose addresses are only known to OCCRRA; and,
 - g. Revise the existing survey questionnaire to address new concerns and to determine whether any language needs to be modified.
2. Create the preliminary design of the survey materials and questionnaire in accordance with information provided at the planning meetings. The materials will potentially include advance letters, reminder postcards, cover letters, and the actual questionnaire.
3. Present survey materials and/or analysis findings at a minimum of two ODJFS Child Care Advisory Council meetings. The selected vendor and ODJFS representatives will be present at the meetings.
4. Administer the survey by performing the following:
 - a. Create an email mailing list from the database provided by ODJFS containing the mailing addresses of approximately 8,500 licensed child care providers;
 - b. Create a survey tool that allows providers to complete and submit on line or in a paper format. The tool should also allow the provider to close the survey tool and re-enter at a later date at the same point as when closed, with all previously entered data saved. This tool should also allow a provider to re-read and edit the entire survey questionnaire before submitting;
 - c. Select a random sample of child care providers from the database and request of them their current rate sheets electronically or via standard mail. This information, along with rates entered into the ODJFS Provider Portal, will be used for a Quality Assurance analysis;
 - d. Prepare the general survey materials and the survey materials that will be tailored for the quality assurance sample. The general survey materials will include, at minimum:
 - i. An advance notification email message;
 - ii. A survey questionnaire;

- iii. A follow up “Reminder” postcard; and,
 - iv. A follow up survey package for child care providers that did not submit the initial survey to be mailed via US Postal Services.
 - e. Distribute the general survey materials to each child care provider on the mailing list via e-mail in the following order:
 - i. Email the advance notification letter;
 - ii. No later than one week after mailing the advance notification letter email the survey questionnaire;
 - iii. Two weeks after emailing the survey questionnaire, mail the follow-up postcard via U.S. postal mail;
 - iv. Maintain a Frequently Asked Question and Answer site that providers can use as they complete the survey; and
 - v. Six weeks after emailing the survey questionnaire, email the follow-up survey package to the child care providers that did not respond to the initial survey questionnaire.
5. Design a survey receipt, review and storage process and a data entry process that will include the following activities:
 - a. Ensure adequate funding of survey material and postage costs prior to administration of the survey. Decrease costs by sending survey materials via email and bulk mail;
 - b. Receive the surveys via email, fax or U.S. mail. Store the surveys in a secure location for six months after the final report is submitted to ODJFS;
 - c. Review each survey to ensure reasonableness of the information contained in the survey and to clarify any substantive issues related to respondent information; and,
 - d. Enter the survey data into an electronic database.
6. Design and execute a data review and editing process to ensure the integrity and quality of the data entered into the survey database. Include alternate methods of capturing data from areas of the state with low response rate, in order to include valid analysis and inclusion into the final analysis.
7. Use the quality assurance analysis to judge quality and consistency of respondent rates reported on completed survey documents as follows:
 - a. Compare the rate reported in the completed survey instruments to rates reported on the rate sheets submitted by the randomly selected child care providers;
 - b. Use the information provided on each rate sheet to complete survey questionnaires and store separately from the overall survey responses;
 - c. Compare the values from these responses to the values in the data base of the overall survey responses in order to determine the magnitude of differences; and,
 - d. Perform statistical tests to determine whether either rate is significantly under or over reported.
8. Develop statistical methodologies for internal use to conduct the following analysis of surveys received via email from child care providers:
 - a. Response rate analysis, including a scoring technique to effectively weigh survey responses;

- b. County grouping strategy;
 - c. Estimation of the rate distribution and reporting of percentile estimates within each service category by county grouping segments;
 - d. Assessment of the degree to which data provided by OCCRRA can be utilized in conjunction with future surveys to validate survey responses or to serve as a substitute for a direct survey of some populations in the future; and,
 - e. Assessment of the degree to which the data provided by the provider portal can be used with this and future surveys. A comparison analysis of the rates reported by providers in the provider portal to their rates reported on the survey instrument will be produced to judge quality and consistency.
9. Prepare a written report that documents the survey results and analyses of Item 8 of this Section. The report will summarize the results of the quality assurance comparisons contained in Item 7 of this Section. A presentation will also be created for presentation of the survey results at various ODJFS meetings as requested.
10. At the request of ODJFS, the selected vendor will perform ad hoc reporting on the results obtained from the survey. These analyses may include the following, but not be limited to:
- a. Determining the factors that most significantly contributed to any rate changes;
 - b. Determining the total costs that would be associated with an adjustment of reimbursement rates to new levels; and,
 - c. Assessing the degree to which an adjustment of reimbursement rates may impact the rates charged to the general public by childcare providers.

B. Contractual Requirements:

1. The selected vendor agrees to furnish its own support staff and services as necessary for the satisfactory performance of the work described in Section A, above.
2. The ODJFS Contract Manager may periodically communicate specific requests and instructions to the selected vendor concerning the performance of the deliverables described in the resulting contract. The selected vendor agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after the selected vendor's receipt of the requests or instructions. ODJFS and the selected vendor expressly understand that any requests or instructions will be strictly to ensure the successful completion of the deliverables described in the resulting contract, and are not intended to amend or alter the resulting contract in any way. If the selected vendor believes that any requests or instructions would materially alter the terms and conditions of the resulting contract or the compensation stated hereunder, the selected vendor will immediately notify the ODJFS Contract Manager pursuant to the resulting contract. The selected vendor agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the deliverables and the successful completion thereof.
3. The deliverables produced by the selected vendor under the resulting contract will be copyrighted in the name of the selected vendor. The selected vendor will grant 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. The selected vendor will assure that all products contain appropriate copyright attribution and ODJFS will treat deliverable products as the intellectual property of the selected vendor for purposes of ORC 149.43. The selected vendor further reserves the right to use the deliverables produced under the resulting contract for research and academic purposes, including the right to publish the work in scholarly journals or other academic publications.

VIII. Vendor Compensation

The vendors are to propose their firm, fixed, all-inclusive cost for each deliverable. Each deliverable that had multiple components can be broken down. ODJFS recognizes large deliverables (Deliverables 1 and 4) can possibly be completed at different times within the project. The proposed costs for each deliverable are to represent the entire cost the vendor offers for the full and successful completion of that deliverable. The sum of the proposed cost of all deliverables to be performed under the resulting contract will be the vendor's total cost for successful completion of the work described in this RLB. The selected vendor may invoice ODJFS after the completion of each deliverable.

ODJFS will award up to a maximum amount of \$93,000.00 total for SFYs 16 and 17 to support this project from implementation (approximately January 4, 2016) through completion June 30, 2017, with no renewal or extension. Vendors are to use their business expertise in pricing the work described in this RLB, taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their costs accordingly, even if ODJFS does not explicitly identify those intervening costs in this RLB. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RLB.

IX. Format of Submission

To be accepted and forwarded to the ODJFS Proposal Review Team (PRT), the vendor's proposal **must not be longer than 50 pages maximum**, include a signed original and five (5) copies of a technical proposal, and a non-rewritable CD-ROM copy of the entire original technical proposal, according to the format and composition details provided below.

- A. Technical Proposal. One original and five (5) copies of the Technical Proposal labeled: **“TECHNICAL PROPOSAL ENCLOSED FOR CHILD CARE MARKET RATE STUDY SERVICES, RLB#: JFSR1617178102 SUBMITTED BY (VENDOR NAME AND DATE OF SUBMISSION).”**

One non-rewritable CD-ROM containing a copy of the entire Technical Proposal labeled: **“CD-ROM FOR CHILD CARE MARKET RATE STUDY SERVICES, RLB#: JFSR1617178102 SUBMITTED BY (VENDOR NAME AND DATE OF SUBMISSION).”**The requested CD will be used by ODJFS for storage/archiving purposes and for Public Records Requests only.

The vendor's Technical Proposal shall contain all the information as specified for each component listed below. It is mandatory that vendor proposals be organized in the following order. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which include information or materials that were not required in the RLB. However, the proposal will be scored on the relevancy to the stated responsibilities as well as the conciseness, clarity, flow, and neatness of the information presented. A proposal which is incomplete, vague, unjustifiably wordy, unclear, or poorly organized may not be successful. All pages in The Technical Proposal shall be sequentially numbered either per tab or for the document as a whole.

Tab 1: Forms and Certifications

ATTACHMENT A--Required Vendor Information and Certifications Document

Attachment A. - Section I., In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in Attachment A., Section I. to this RLB, entitled “Required Vendor Information & Certifications Document”. Vendors may use one of the two options to submit this documentation: 1) print Attachment A., Section I., complete and sign it, and return it as the content of the proposal Tab 1; or 2). provide all the required information and certifications (each fully re-stated from Attachment A.) on company 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 the proposal Tab 1 will be disqualified.

Attachment A - Section II., Location of Business 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 Location of Business 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 (RLB 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 by subcontractors should also be provided in Tab 1.

Tab 2: **Vendor Qualifications**

The vendor proposal must include all required documents and information as outlined in Section V. Qualifications (i.e., resumes/curriculum vitae, current medical licensures/certifications, final report summaries, sample projects, organizational chart, etc.), demonstrating how the vendor and its staff meet the requirements, specifically:

- Sub-Tab 2a.** Mandatory Vendor Qualifications (Section V.,A.,1-5)
- Sub-Tab 2b.** Organizational Experience & Capabilities (Section V., B.,1.-3)
- Sub-Tab 2c.** Staff Experience and Capabilities

Tab 3: **Scope of Work**

The vendor proposal must include their responses to the activities listed in Section VI of this RLB in Tab 3 of their proposal response:

- Sub-Tab 3a.** **Activity A.**
- Sub-Tab 3b.** **Activity B.**
- Sub-Tab 3c.** **Activity C.**
- Sub-Tab 3d.** **Activity D.**
- Sub-Tab 3e.** **Activity E.**
- Sub-Tab 3f.** **Activity F.**

Tab 4: **Specifications of Deliverables**

The vendor proposal must include their responses to the deliverables listed in Section VII of this RLB in Tab 4 of their proposal response:

- Sub-Tab 3a.** Deliverable A., 1
- Sub-Tab 3b.** Deliverable A., 2
- Sub-Tab 3c.** Deliverable A., 3
- Sub-Tab 3d.** Deliverable A., 4
- Sub-Tab 3e.** Deliverable A., 5
- Sub-Tab 3f.** Deliverable A., 6
- Sub-Tab 3g.** Deliverable A., 7
- Sub-Tab 3h.** Deliverable A., 8
- Sub-Tab 3i.** Deliverable A., 9

Sub-Tab 3j. Deliverable A., 10**B. Cost Proposal**

Three (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR CHILD CARE MARKET RATE STUDY SERVICES, RLB JFSR1617178102 SUBMITTED BY [VENDOR’S NAME HERE].”**

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

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

Vendors are to use the format in Attachment D., Cost Proposal Form, to submit their Cost Proposal for SFYs 16 and 17. At the vendor’s discretion, additional documentation may also be included with the completed Attachment D. as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

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

X. Selection Process

All proposals will be reviewed and scored by a Proposal Review Team (PRT) comprised of ODJFS staff. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary self-promotional claims will be evaluated accordingly. PRT members are required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The PRT may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public.

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

A. Phase I. Review—Initial Qualifying Criteria:

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

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

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

Any proposal which does not meet the minimum required technical proposal score as defined in Attachment C will be disqualified from any further consideration. **Please refer to Attachment C, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

C. Phase II. Review—Consideration of the Cost Proposal:

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

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

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

DISQUALIFIERS FOR PROPOSAL ERRORS:

1. Any trade secret, proprietary, or confidential information (as defined in Section XI., E. of this RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
2. Any sensitive personal information on vendor or sub-contract staff (*e.g.*, social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

XI. RLB Process Information and Other Contractual Requirements:

A. State Contracts

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

B. Interview

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

C. Start Work Date

The selected vendor must be able to begin work no later than ten (10) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected vendor will be notified by the

ODJFS contract manager when work may begin. **Any work begun by a contractor prior to this notification will NOT be reimbursable by ODJFS.**

D. Proposal Costs

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

E. Trade Secrets Prohibition; Public Information Disclaimer

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

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

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

F. Contractual Requirements

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

G. Travel and Parking Expense Reimbursement

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

H. Public Release of Records

Public release of any evaluation or monitoring reports funded under this contract 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.

I. Confidentiality

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

J. Ethical & Conflict of Interest Requirements

1. No contractor or individual, company or organization seeking a contract or other business agreement shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
2. No contractor or individual, company or organization seeking a contract or other business agreement shall solicit any ODJFS employee to violate any of the conduct requirements for employees;

3. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or in conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or other agreement or refusal by ODJFS to enter into a one; and
4. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

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

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

L. Mandatory Contract Performance Disclosure

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

M. Mandatory Disclosures of Governmental Investigations

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

N. Vendor Selection Restriction

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

O. Waiver of Minor Proposal Errors

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

XII. Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of doing business with ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto.

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

XIII. State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies and universities/colleges. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed. Vendors must complete the “**Required Vendor Information and Certifications**” (provided as **Attachment A**) and include the completed document in the vendor’s proposal as specified in Section IX, Format of Submissions.

XIV. Caveat

ODJFS is under no obligation to select a vendor 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 with the project.

XV. Communications Prohibitions

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

The only exceptions to this prohibition are as follows:

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

Requests from potential vendors or contractors for copies of previous RLBs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Information Requests (PRRs), and are not clarification questions regarding the present RLB. PRRs, submitted in accordance with directions provided in this Section XV, Communications Prohibited, will be honored. The posted time frames for ODJFS responses to Internet questions for RLB clarification do not apply to PRRs.

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

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

XVI. Protests

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RLB. The protest shall be in writing and shall contain the following information:
 1. The name, address, and telephone number of the protestor;
 2. The name and number of the RLB being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Contracts and Acquisitions, within the following periods:
 1. A protest based on alleged improprieties in the issuance of the RLB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. on the closing date for receipt of proposals, as specified in Section III., A. Project Timetable, of this RLB.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the

Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.

- F. ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

SECTION XVII. ATTACHMENTS AND APPENDICES

Attachments

- A. Required Vendor Information and Certifications** (To be completed & included in proposal packet as specified in Section IX.B.)
- B. Model ODJFS Contract**
- C. Technical Proposal Score Sheet** (For vendor self-evaluation purposes...do not submit)
- D. Cost Proposal Form** (To be signed, completed and submitted with vendor's proposal)

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)
<p>6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>:</p> <p>Vendor Representative NAME and TITLE: Address: _____</p> <p>E-Mail Address: _____ Phone #: _____ Fax #: _____</p>	
<p>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):</p> <p>Vendor Representative NAME and TITLE: Address: _____</p> <p>E-Mail Address: _____ Phone #: _____ Fax #: _____</p>	

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.**

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. State of Ohio purchase orders are issued per state fiscal year. CONTRACTOR must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end 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.
- A. 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. 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, upon approval 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 PUBLIC 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.

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

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.

11. **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 IX. MISCELLANEOUS PROVISIONS

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

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

Signature Page Follows:

Remainder of page intentionally left blank

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

SIGNATURE PAGE

C-1617-00-0000

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

TEMPLATE

ATTACHMENT C
RLB JFSR1617178102
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

Vendor: _____

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RLB Sec. Reference	Y E S	N O
1	Was the vendor’s proposal received by the deadline as specified in the RLB?	II.		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	IX.		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed (in all required parts) by the vendor’s responsible representative, as described in Attachment A to the RLB?	IX.		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, performance or investigation issues, or as established in ORC 9.24?	XI., K., L., and M.		
5	Did the vendor include evidence that it is a state-supported public college or university located in Ohio?	V., A., 1.		
6	Did the vendor demonstrate a minimum of five (5) years of experience in the field of market or business market research?	V., A., 2.		
7	Did the vendor demonstrate that they have completed at least two (2) similar projects as defined in the scope of work Section VI within the last five (5) years; demonstrated successful completion through a description of each project, and a final report summary and contact information for the owner or awardee of each project?	V., A., 3.		
8	Did the vendor identify a project manager, by position and by name, who has: 1.) At least three (3) years of experience managing projects involving market research and data analysis as well as cost analysis; 2.) A Master’s Degree in the one of the following fields: business administration, public administration, mathematics, finance, statistics and/or quantitative management; and, 3.) At least two (2) years of experience in leading similar size research projects? Experience must be demonstrated by providing final report summaries, a description of the projects being used as examples, and contact information from the awardee of the project.	V., A., 4.		
9	Did the vendor identify additional staff that possess statistical analysis education and that the vendor considers key to the program’s success and provide a list of key staff, their relevant education and work experience (including the subject and duration) and the duties they will perform under this program?	V., A., 5.		
10	Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RLB?	XI., E.		
11	Did the vendor remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package? [As stated in the RLB, “ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.”] If response to the above criterion is “no”, has ODJFS exercised its right to allow prohibited personal information in vendors’ proposals for this RLB project? a) If “yes” to this question, the vendor’s proposal shall advance to Phase II scoring contingent upon vendor’s proposal receiving a “yes” response to all other Phase I criteria. b) If “no” to this question, the vendor’s proposal shall be disqualified and not receive further consideration.	V.		

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

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 Family Assistance. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RLB, and assign the appropriate point value, as follows:

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

Technical Performance Scoring Definitions:

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

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

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

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

A Technical Proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical Proposals which do not meet or exceed a total score of at least **474** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **616** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the Technical Proposal score sheet.

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
VENDOR QUALIFICATIONS							
MANDATORY VENDOR QUALIFICATIONS							
1.	The vendor has demonstrated a minimum of five (5) years of experience in the field of market or business market research.	V., A., 2.	2				
2.	The vendor has demonstrated that they have completed at least two (2) similar projects as defined in the scope of work Section VI within the last five (5) years; demonstrated successful completion through a description of each project, and a final report summary and contact information for the owner or awardee of each project.	V., A., 3.	3				
3.	The vendor has identified a project manager, by position and by name, who has: 1.) At least three (3) years of experience managing projects involving market research and data analysis as well as cost analysis; 2.) A Master’s Degree in the one of the following fields: business administration, public administration, mathematics, finance, statistics and/or quantitative management; and, 3.) At least two (2) years of experience in leading similar size research projects. Experience must be demonstrated by providing final report summaries, a description of the projects being used as examples, and contact information from the awardee of the project.	V., A., 4.	2				
4.	The vendor has identified additional staff that possess statistical analysis education and that the vendor considers key to the program’s success as well as provided a list of key staff, their relevant education and work experience (including the subject and duration) and the duties they will perform under this program.	V., A., 5.	1				
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
5.	The vendor has provided samples of at least two, but no more than four, similar sized projects completed in the past five (5) years that demonstrate expertise in market research and data analysis on a statewide or national basis. The sample includes a description of the project, a final report summary and contact information for the owner or awardee of the project.	V., B., 1.	3				
6.	The vendor has provided names and contact information for which they have performed similar large scale projects in the past five (5) years.	V., B., 2.	1				
7.	The vendor has provided a current organizational chart (including any sub-grantees) and has specified the key management and administrative personnel who will be assigned to this project.	V., B., 3.	1				

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
STAFF EXPERIENCE & CAPABILITIES							
8.	The vendor has included professional profiles, resumes/curriculum vitae, and when specified, copies of current medical licensure/certification for all persons identified for key positions and has provided detailed information explaining how and to what degree the vendor's proposed staff possesses experience that is relevant to ODJFS' needs.	V., C.	2				
SCOPE OF WORK							
9.	The vendor has provided a plan as to how they will develop a market rate survey system for the State of Ohio. The selected vendor will collect price and pricing information throughout Ohio about the amounts that child care providers charge.	VI., A.	3				
10.	The vendor has provided a plan as to how they will collect and analyze data within the first six months after the contract is finalized that will include current rates for child care services for three types of child care providers; licensed centers, Type A Home, and Type B Home providers. The project goal is to collect and analyze rate information on unsubsidized rates that Ohio child care providers charge to the general public. The analysis shall take into consideration that the rates may vary by age of child, the amount of time the child is in care and the geographic location of the provider within the state. The selected vendor shall focus on three enrollment categories (full-time, part-time, and hourly).	VI., B.	3				
11.	The vendor has provided a plan as to how they will collect the selected vendor's own data and use data provided by the Ohio Child Care Resource and Referral Association (OCCRRA) in its analysis and final report.	VI., C.	2				
12.	The vendor has provided a plan as to how they will design a collection survey tool that can be published and used on-line through the ODJFS website and/or via email. The selected vendor will be responsible for designing the survey, the language of the survey and the operation components of the survey including data elements. The survey questions shall be approved by ODJFS before its publication and release.	VI., D.	3				
13.	The vendor has provided a plan as to how they will create a methodology and process to collect data from child care providers who do not respond to the survey. This follow-up process may need to utilize electronic communication, direct mailing and telephonic follow-up.	VI., E.	2				
14.	The vendor has provided a plan as to how they will present the information in reports to ODJFS that may be published as well as presenting the analysis in meetings such as the ODJFS Child Care Advisory Council after the data is collected and analyzed. The final analysis report will be delivered to ODJFS no later than December 1, 2016.	VI., F.	2				
SPECIFICATIONS OF DELIVERABLES							
15.	The vendor has provided a plan as to how they will participate in the first planning meeting within ten (10) days of contract execution and additional meetings as needed, with representatives of ODJFS, at a time and location mutually agreed upon by ODJFS and the selected vendor, to address the following: a. Define the population of child care providers to be included in the survey; b. Create operational definitions of child care service categories where unsubsidized rate distributions will be estimated and the percentiles reported; c. Review data elements to be captured by the survey instruments (questionnaires); d. Determine the degree to which data collected by the Ohio Child Care Resource and Referral Association (OCCRRA) can be used in place of the selected vendor's direct collection of data; e. Determine whether the data collected via the ODJFS provider portal can be used in conjunction with survey questionnaire data to supplement estimation of rates; f. Develop the protocol to reach all licensed child care providers, as well as the registered providers whose addresses are only known to OCCRRA; and, g. Revise the existing survey questionnaire to address new concerns and to determine whether any language needs to be modified.	VII., A., 1.	3				
16.	The vendor has provided a plan as to how they will create the preliminary design of the survey materials and questionnaire in accordance with information provided at the planning meetings. The materials will potentially include advance letters, reminder postcards, cover letters, and the actual questionnaire.	VII., A., 2.	3				
17.	The vendor has provided a plan as to how they will present survey materials and/or analysis findings at a minimum of two ODJFS Child Care Advisory Council meetings. The selected vendor and ODJFS representatives will be present at the meetings.	VII., A., 3.	1				
18.	The vendor has provided a plan as to how they will create an email mailing list from the database provided by ODJFS containing the mailing addresses of approximately 8,500 licensed child care providers.	VII., A., 4., a.	1				

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
19.	The vendor has provided a plan as to how they will create a survey tool that allows providers to complete and submit on line or in a paper format. The tool should also allow the provider to close the survey tool and re-enter at a later date at the same point as when closed, with all previously entered data saved. This tool should also allow a provider to re-read and edit the entire survey questionnaire before submitting.	VII., A., 4., b.	2				
20.	The vendor has provided a plan as to how they will select a random sample of child care providers from the database and request of them their current rate sheets electronically or via standard mail. This information, along with rates entered into the ODJFS Provider Portal, will be used for a Quality Assurance analysis.	VII., A., 4., c.	2				
21.	The vendor has provided a plan as to how they will prepare the general survey materials and the survey materials that will be tailored for the quality assurance sample. The general survey materials will include, at minimum: i. An advance notification email message; ii. A survey questionnaire; iii. A follow up "Reminder" postcard; and, iv. A follow up survey package for child care providers that did not submit the initial survey to be mailed via US Postal Services.	VII., A., 4., d.	2				
22.	The vendor has provided a plan as to how they will distribute the general survey materials to each child care provider on the mailing list via e-mail in the following order: i. Email the advance notification letter; ii. No later than one week after mailing the advance notification letter email the survey questionnaire; iii. Two weeks after emailing the survey questionnaire, mail the follow-up postcard via U.S. postal mail; iv. Maintain a Frequently Asked Question and Answer site that providers can use as they complete the survey; and v. Six weeks after emailing the survey questionnaire, email the follow-up survey package to the child care providers that did not respond to the initial survey questionnaire.	VII., A., 4., e.	2				
23.	The vendor has provided a plan as to how they will design a survey receipt, review and storage process and a data entry process that will include the following activities: a. Ensure adequate funding of survey material and postage costs prior to administration of the survey. Decrease costs by sending survey materials via email and bulk mail; b. Receive the surveys via email, fax or U.S. mail. Store the surveys in a secure location for six months after the final report is submitted to ODJFS; c. Review each survey to ensure reasonableness of the information contained in the survey and to clarify any substantive issues related to respondent information; and, d. Enter the survey data into an electronic database.	VII., A., 5.	3				
24.	The vendor has provided a plan as to how they will design and execute a data review and editing process to ensure the integrity and quality of the data entered into the survey database. Include alternate methods of capturing data from areas of the state with low response rate, in order to include valid analysis and inclusion into the final analysis.	VII., A., 6.	2				
25.	The vendor has provided a plan as to how they will use the quality assurance analysis to judge quality and consistency of respondent rates reported on completed survey documents as follows: a. Compare the rate reported in the completed survey instruments to rates reported on the rate sheets submitted by the randomly selected child care providers; b. Use the information provided on each rate sheet to complete survey questionnaires and store separately from the overall survey responses; c. Compare the values from these responses to the values in the data base of the overall survey responses in order to determine the magnitude of differences; and, d. Perform statistical tests to determine whether either rate is significantly under or over reported.	VII., A., 7.	3				
26.	The vendor has provided a plan as to how they will develop statistical methodologies for internal use to conduct the following analysis of surveys received via email from child care providers: a. Response rate analysis, including a scoring technique to effectively weigh survey responses; b. County grouping strategy; c. Estimation of the rate distribution and reporting of percentile estimates within each service category by county grouping segments; d. Assessment of the degree to which data provided by OCCRRA can be utilized in conjunction with future surveys to validate survey responses or to serve as a substitute for a direct survey of some populations in the future; and, e. Assessment of the degree to which the data provided by the provider portal can be used with this and future surveys. A comparison analysis of the rates reported by providers in the provider portal to their rates reported on the survey instrument will be produced to judge quality and consistency.	VII., A., 8.	3				

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
27.	The vendor has provided a plan as to how they will prepare a written report that documents the survey results and analyses of Item 8 of this Section. The report will summarize the results of the quality assurance comparisons contained in Item 7 of this Section. A presentation will also be created for presentation of the survey results at various ODJFS meetings as requested.	VII., A., 9.	2				
28.	The vendor has provided a plan as to how they will, at the request of ODJFS, perform ad hoc reporting on the results obtained from the survey. These analyses may include the following, but not limited to: a. Determine the factors that most significantly contributed to any rate changes; b. Determine the total costs that would be associated with an adjustment of reimbursement rates to new levels; and, c. Assess the degree to which an adjustment of reimbursement rates may impact the rates charged to the general public by childcare providers.	VII., A., 10.	2				
PROPOSAL ORGANIZATION							
29.	The vendor has submitted a proposal which complies with the specified submission format.	IX.	.25				
30.	The vendor has submitted a proposal which is free of self-promotional claims.	IX.	.25				
31.	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	IX.	.25				
TRADE SECRET INFORMATION							
32.	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RLB. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	XI., E.			YES	NO	
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III consideration of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 474 points.)

Yes _____

No _____

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

ATTACHMENT D: Cost Proposal Form and Instructions

Part I—Deliverable Costs

Instructions:

Vendors are to complete the Cost Proposal Form, sign it, and submit as their separate, sealed Cost Proposal as instructed in the RLB. The Cost Proposal Form requires vendors to provide, based on their understanding of the services required in this RLB, the Deliverables listed in Section VII of the RLB. Vendors are to use their professional comprehension of the efforts required to perform the services and complete the specification and any associated deliverables stated within the RLB. Vendors are to use their business expertise in pricing the work described and to offer their costs accordingly. ODJFS encourages vendors to provide costs that are reasonable and necessary to complete the objectives of the contract. ODJFS will award **up to a maximum amount of \$93,000.00** total for SFYs 16 and 17 to support this project from implementation (approximately January 2016) through completion June 30, 2017, with no renewal or extension. Vendors who submit Cost Proposals in excess of \$93,000 total shall be at risk for disqualification for contract award.

Section VII., of the RLB Deliverable & Sub-Tasks	SFY 2016 (Approx. Jan. 4, 2016-June 30, 2016)	SFY 2017 (July 1, 2016-June 30, 2017)
A., 1.	\$	
A., 2	\$	
A., 3.	Roll Cost into A., 4.	Roll Cost into A., 4.
A., 4.	\$	\$
A., 5.	\$	\$
A., 6.	Roll Cost into A., 5.	Roll Cost into A., 5.
A., 7.		Roll Cost into A., 9.
A., 8.	Roll Cost into A., 9.	Roll Cost into A., 9.
A., 9.	\$	\$
A., 10.		\$
SFY 16 Grand Total:	\$	
	SFY 17 Grand Total:	\$
	PROJECT GRAND TOTAL: Cost MUST NOT EXCEED \$93,000.00	\$

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

Name / Title

Company / Organization Name

Date

Part II—Cost Narrative

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