Ohio | Department of Job and Family Services

Mike DeWine, Governor
Kimberly Hall, Director

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) number JFSR2021228191, Emergency Response Fund – Assessor Registry program, on behalf of the Office of Children and Families (OCF) for the purpose of obtaining a qualified vendor to create a pool of Tier I and Tier II certified Assessors to be utilized regionally in assisting in the initiation and completion of resource home studies for Public Children Services Agencies (PCSAs). ODJFS is seeking one (1) qualified vendor to create a regional pool of Tier I and Tier II certified Assessors to be utilized regionally to initiate and complete resource home studies for PCSAs. Proposals must clearly demonstrate the vendor's capability of providing services as described in this RFP.

If your organization is interested in submitting a response for this important project, please obtain the RFP through the State Procurement website at: https://procure.ohio.gov/proc/index.asp. If you experience any problems accessing this document or opening the above referenced URL, please contact the Office of Contracts and Acquisitions at OCA_QUESTIONS@jfs.ohio.gov or mainline at (614) 728-5693.

In order to be considered for a possible award, responses must be prepared and submitted in accordance with the requirements and time frames given in the RFP. Thank you for your attention to this request.

Sincerely,

Eric D. Glenn Sr.

Eric D. Glenn, Sr.
Deputy Director
Office of Contracts and Acquisitions

EMERGENCY RESPONSE FUND – ASSESSOR REGISTRY

RFP # JFSR2021068191

Issued By:
The Ohio Department of Job and Family Services

Request for Proposals (RFP)

Emergency Response Fund – Assessor Registry

RFP #: JFSR2021068191

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REQUEST FOR PROPOSALS (RFP):

Emergency Response Fund – Assessor Registry

RFP #: JFSR2021068191

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of obtaining a vendor to create a pool of Tier I and Tier II certified Assessors to be utilized regionally in assisting in the initiation and completion of resource home studies for Public Children Services Agencies (PCSAs). ODJFS is seeking one (1) qualified vendor to create a regional pool of Tier I and Tier II certified Assessors to be utilized regionally to initiate and complete resource home studies for PCSAs. Proposals must clearly demonstrate the vendor's capability of providing services as described in this RFP.

For the purpose of this RFP, the term "vendor" shall be defined as a business, firm, organization, or individual interested in this opportunity. The terms "response" and "proposal" may be used interchangeably to indicate materials submitted to ODJFS by a vendor in order to be considered for award of a contract for services described in this RFP. The terms "contractor" and "selected vendor" may be used interchangeably in reference to a vendor selected by ODJFS through this RFP for contract award.

1.2 Background

Some PCSAs have requested support with identifying Tier I and Tier II certified Assessors to contract with for the initiation and completion of resource home studies. It is the intent of ODJFS OFC to enter into this contract as a service and support to the PCSAs to eliminate the need to establish individual contracts statewide.

1.3 Overview of the Project

A. To establish a statewide contract with a Vendor that PCSAs can utilize for the initiation and completion of home studies
B. To consider payment for home assessments given extenuating circumstances
C. To create a regional pool of Tier I and Tier II certified Assessors to be utilized regionally to initiate and complete resource home studies for PCSAs
D. Consideration shall be given to expanding this contract to include resource parent recruitment

1.4 Objectives of the Project

A. To establish a statewide contract with a Vendor that PCSAs can utilize for the initiation and completion of home studies
B. To consider payment for home assessments given extenuating circumstances
C. Create a regional pool of Tier I and Tier II certified Assessors to be utilized regionally to initiate and complete resource home studies for PCSAs.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
10-6-2020	ODJFS releases RFP on ODJFS and DAS websites - RFP becomes active; vendors may submit inquiries for RFP clarification.
10-21-2020 8:00am	Vendor Q & A Period closes - No further inquiries for RFP clarification will be accepted.
11-13-2020 3:00 pm	Deadline for vendors to submit proposals to ODJFS - Late proposals will not be considered. No exceptions will be made.
11-23-2020	ODJFS issues Contract Award Notification Letters - Vendors that submitted proposals in response to this RFP will be sent notification of award recommendation. This is an estimated date.
December 2020	Implementation* - ODJFS contracts are not valid and effective until the issuance of an approved State of Ohio Purchase Order.
Renewals	7-1-2021 through 6-30-2022 **

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

* According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the issuance of an approved State of Ohio Purchase Order (PO). 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 PO approval date. The ODJFS Contract Manager will notify the contractor when the requirements of ORC Section 126.07 have been met.

** Subject to approval by the Controlling Board, the contract period is expected to run from approximately December 2020 through June 30, 2021 with the possibility for a renewal contract that would be in effect from July 1, 2021 through June 30,2022, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal may be subject to approval by the Controlling Board.

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

Vendors or other parties may ask clarifying questions regarding this RFP via the internet during the Q & A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, vendors must use the following internet process:

* **Access the State Procurement Web Page at** https://procure.ohio.gov/proc/index.asp;
* **Select RFP Number *JFSR2021068191* 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 regarding this RFP must reference the relevant section of this document, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the vendor (or other party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location within the RFP, or which do not include identification of the originator of the question. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions. Questions submitted after 8:00 a.m. on the date the Q & A period closes will not be answered.

ODJFS' responses to all questions asked via the internet will be posted on the webpage dedicated to this RFP, for public reference by any party. ODJFS will not provide answers directly to the vendors (or any party) that submitted the question.

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. ODJFS strongly encourages vendors to ask questions early in the Q & A period so that answers can be posted with sufficient time for any possible follow-up questions.

Proposals in response to this RFP are to take into account any information communicated by ODJFS in the Q & A process for the RFP. It is the responsibility of all vendors to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RFP. ODJFS is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than from the Q & A process described in this RFGA.

Requests for copies of any previous solicitations (RFPs, RLBs, RFGAs, etc.) or for past vendor proposals, score sheets, or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. ODJFS will only answer those questions which pertain to issues of RFP clarity, and which are not requests for public records.

Should vendors experience technical difficulties accessing the ODJFS webpage dedicated to this RFP, they may contact the ODJFS Office of Contracts and Acquisitions (OCA) at (614) 728-5693 for guidance.

2.3 Communication Prohibitions

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

The only exceptions to this prohibition are as follows:

A. Communications conducted pursuant to Section 2.2 Internet Question & Answer (Q & A) Period; RFP Clarification Opportunity;

B. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RFP;

C. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;

D. If it becomes necessary to revise any part of this RFP. ODJFS will post revisions, amendments, etc. to the webpage dedicated to this RFP; and

E. Any Public Records Request (PRR) made to the ODJFS Office of Legal Acquisition Services (OLAS).

If a vendor has a need to communicate regarding this RFP, they must contact ODJFS using one of the mechanisms provided for in this section. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered. Any attempts at prohibited communications by a vendor may result in the disqualification of that proposal.

2.4 Program Resource Library

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

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

Proposals must address all the following mandatory qualifications as well as organizational and staff experience and capabilities:

3.1 Mandatory Vendor Qualifications

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

A. The vendor must demonstrate experience with recruiting, evaluating, maintaining records and ensuring compliance of staff.

B. The vendor must demonstrate knowledge and compliance with the Ohio Administrative Code (OAC), the Ohio Revised Code (ORC), including with OAC 5101:2-48-06 Assessor roles and responsibilities for foster care and adoption and ORC) 3107.014 Qualifications of assessors.

Vendors which do not meet all the above qualifications will be disqualified from further consideration.

3.2 Organizational Experience and Capabilities

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

A. Samples of at least two (2), but no more than four (4), similarly sized projects completed in the past five (5) years that demonstrate expertise in the creation of an infrastructure to support workforce recruitment, the development of platforms for ease in communication and requests, and the ability to manage regional or statewide projects with regards to child welfare, human services sectors, or other related fields.

B. Names and contact information for at least three (3) entities for which they have performed similar large-scale projects in the past five (5) years.

C. If the organization is an Encouraging Diversity, Growth and Equity (EDGE) business or Minority Business Enterprise (MBE), provide a photocopy (or other independently verifiable evidence) of the current certification. Additional consideration will be given to vendors that are certified in the State of Ohio as EDGE or MBE. Please see Attachment C. for scoring consideration.

3.3 Staff Experience and Capabilities

Proposals are to demonstrate significant expertise by identifying leadership and key staff for this project. The vendor is to, at minimum

A. Identify, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a Project Manager); and

B. Document that key staff have at least (professional experience in child welfare, human services sectors, or other related fields). Include resumes of key staff expected to work on the project,

education and experience of staff in key positions, based on documentation presented and discussed in the vendor proposal.

NOTE: It is the affirmative responsibility of the vendor 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, proposals may become part of the public record.

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

Proposals submitted in response to this RFP must reflect the vendor's understanding of, and commitment to perform this Scope of Work fully. The contractor will be responsible for the deliverable as described below in the Specification of Deliverables, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them in this RFP.

4.1 Scope of Work

ODJFS is seeking a vendor to create a regional pool of Tier I and Tier II certified Assessors to be utilized regionally to initiate and complete resource home studies for PCSAs in compliance with the OAC and ORC.

4.2 Administrative Structures—Proposed Work Plan

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

A. State the key objectives of the proposed project. Vendors are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFP;

B. Provide a technical approach and work plan to be implemented. This includes a proposed timeline for the project;

C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;

D. Provide a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or subcontractor staff. Specify the key management and administrative personnel who will be assigned to this project. The vendor must provide the percentage of time each key management person will devote to the project.

4.3 Specifications of Deliverables

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

A. Create a regional pool of Tier I and Tier II certified Assessors to be utilized regionally to initiate and complete resource home studies for PCSAs in compliance with the Ohio Administrative Code, including (OAC) **5101:2-48-06 Assessor roles and responsibilities for foster care and adoption** and the Ohio Revised Code (ORC), including **3107.014 Qualifications of assessors.**
    1. The Assessor's Responsibilities:
        a) Demonstrate knowledge of and compliance with the Ohio Administrative Code (OAC), the Ohio Revised Code (ORC), and SACWIS related to the performance of their Assessor duties;
        b) Submit a writing sample to demonstrate performance and skill to the requesting PCSA, if requested by the PCSA;
        c) Coordinate with the PCSA for any/all documentation to be submitted by the applicant, including the application, financial statements, required references to be sent; the Assessor will take the lead on ensuring all required documentation is obtained; and
        d) Initiate and complete resource home studies, per OAC/ORC, including conducting safety audits and entering all applicable information gathered in the home study process in SACWIS.
B. Create a mechanism for PCSAs to request an Assessor to initiate and complete the following types of resource home studies:
    1. Kinship
    2. Foster Care
    3. Foster to Adopt
    4. Adoption
    5. Interstate Compact on the Placement of Children (ICPC)
C. Track the home study assignments, including ensuring the Assessor completes the requested home study within required time frames and meets all mandates:
    1. Kinship: report due to PCSA within 20 days (rule is due within 30 days; however, the PCSA needs 10 days for review/edits/request additional information from the Assessor)
    2. Foster/Adoption: entered into SACWIS within 4.5 months (rule is within six months; however, the PCSA needs 1.5 months for review/edit; in the case a PCSA requests additional information, the Vendor and PCSA will work together on developing required timeframes
    3. ICPC; report due to local PCSA within 45 days from the date in which the PCSA received the request (rule is the report due to the compact or deputy compact administrator of the sending state rule is within sixty days from the date in which the PCSA received the request; however, the local PCSA needs 15 days to review the home study/request additional information);
D. Ensure Assessors maintain a reasonable caseload, depending upon the Assessor's capacity, including number of work hours per week/month, and required travel;
E. Ensure the Assessors are in good standing with Tier I and Tier II while initiating and completing home studies;
F. Manage and submit all invoices for services rendered, including mileage, to the PCSA for payment within 30 days of the home study completion;
G. Compensate the Assessor for home study completion, including mileage expenses, and
H. Collaborate with all 88 county PCSAs to ensure access to certified Tier I and Tier II Assessors for the initiation and completion of resource home studies.

4.4 Selected Vendor Compensation Structure

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

SECTION V. CONDITIONS AND OTHER REQUIREMENTS

5.1 State Contracts

Vendors must list any current contracts held with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must report this information in the Required Vendor Information and Certifications Document (Attachment A.) and include the completed document in the proposal as specified in Section 6.2, A. of this RFP.

5.2 Interview

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

5.3 Start Work Date

The selected vendor must be able to begin work no later than seven (7) business days after the time funds are encumbered and approved by the Office of Budget and Management. The selected vendor will be notified by the ODJFS Contract Manager when work may begin.

5.4 Proposal Costs

Costs incurred in the preparation of this proposal are the responsibility of the vendor; ODJFS will not contribute in any way to the costs of the preparation.

5.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in ORC 1333.61 in their proposals in response to any ODJFS procurement effort. ODJFS shall consider all proposals or similar responses voluntarily submitted to any ODJFS procurement document to be free of trade secrets, and such proposals if opened by ODJFS will, in their entirety, be made a part of the public record.

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

All proposals and any other documents submitted to ODJFS in response to any procurement effort shall become the property of ODJFS. This RFP and, after the selection of a vendor for award, any proposals received in response to solicitation that have been opened, reviewed and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term "proposal" shall mean both the Technical Proposal and the Cost Proposal submitted by a vendor, and, if opened, any attachments, addenda, appendices, or sample products.

5.6 Contractual Requirements

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

B. Many of the terms and conditions contained in the model contract (Attachment B.) are required by state and/or federal law; however, the vendor may propose changes to the model contract by annotating the model. Any changes are subject to ODJFS review and approval;

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

D. All aspects of the contract apply equally to work performed by any and all subcontractors;

E. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3119, 3121, 3123, and 3125 of ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law; and

F. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect.

5.7 Travel Reimbursement

Travel should be included in the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 6.2, B., Cost Proposal, of this RFP.

5.8 Minority Business Enterprise

The State of Ohio and ODJFS are committed to making more contracts and opportunities available to Ohio-certified Minority Business Enterprises (MBEs), as defined by ORC Section 122.71 and certified by the Department of Administrative Services (DAS). ODJFS is required by Section 125.081(B) and 123.151 of ORC to award a minimum of fifteen percent (15%) of its total procurements to vendors certified as MBEs. If the proposal is not submitted by an Ohio-certified MBE, the vendor is strongly encouraged to subcontract a minimum of fifteen percent (15%) of the total contract price to one or more Ohio-certified MBEs through a competitive selection process. The contractors shall make a good faith effort to seek MBE subcontractors throughout the life of the contract.

The proposal must clearly indicate the name of the proposed Ohio-certified MBE vendor(s), if known at the time of proposal submission, and the exact nature of the work to be performed under the proposed subcontract. The proposal must include a letter from the proposed MBE, signed by a person authorized to legally bind the subcontractor, indicating the following:

A. The subcontractor's legal status, federal tax ID number, and principle business address;

B. The name, phone number, and e-mail address of a person who is authorized to legally bind the subcontractor to contractual obligations;

C. A complete description of the work the subcontractor will do;

D. A commitment to do the work, if the vendor is selected;

E. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP; and

F. A copy of the Ohio MBE certificate.

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

A listing of Ohio certified MBEs can be accessed through the Ohio Department of Administrative Services (DAS) Web Site at: https://eodreporting.oit.ohio.gov/mbe-certification.
While ODJFS strongly encourages the use of MBE subcontractors, the vendor's use of an MBE subcontractor will have no effect on vendors' technical scores or on final contractor selection for this RFP, unless Section VII, Criteria for Proposal Evaluation and Selection of this RFP, and/or the Technical Proposal Score Sheet for this RFP, affirmatively establish an MBE participation criterion.

5.9 Subcontractor Identification and Participation Information

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

A. The subcontractor's legal status, federal tax ID number, and principle business address;

B. The name, phone number, and e-mail address of a person who is authorized to legally bind the subcontractor to contractual obligations;

C. A complete description of the work the subcontractor will do;

D. A commitment to do the work, if the vendor is selected; and

E. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

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

5.10 Public Release of Evaluations and/or Reports

Public release of any evaluation or monitoring reports funded under the contract resulting from this RFP will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a thirty (30) day period for review and comment.

5.11 Confidentiality

All contracts will require that the contractor and any subcontractor(s) maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential other than to fulfill the contractual duties of specified in this RFP. The contractor, and any subcontractors, agree to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action.

5.12 Key Personnel

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

5.13 Ethical & Conflict of Interest Requirements

A. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;

B. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;

C. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any vendor or contractor who violates the requirements and prohibitions defined here or of Section 102.04 of ORC is subject to termination of the contract or refusal by ODJFS to enter into a contract; and

D. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of ORC may be prosecuted for criminal violations.

5.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations found at 45 CFR Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the

Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 160.103 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

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

5.15 Waiver of Minor Proposal Errors

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

5.16 Proposal Clarifications

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

5.17 Contractual Requirements and Prevailing Wage Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as Attachment B. to this RFP. Additionally, the contractor will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

5.18 Unresolved Findings for Recovery (ORC 9.24)

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

5.19 Mandatory Contract Performance Disclosure

Each proposal must disclose whether the vendor's performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the project which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, vendor shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement.

While disclosure of any formal claims in response to this section will not automatically disqualify a vendor from consideration, at the sole discretion of ODJFS, such claims and a review of the background details may result in the disqualification of a vendor proposal. ODJFS will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the vendor's performance of the work, and the best interests of ODJFS.

5.20 Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) have been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to vendor's performance of services similar to those described in this RFP. If any such instances are disclosed, the 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, at the sole discretion of ODJFS, such governmental action and a review of the background details may result in a disqualification of the vendor proposal. 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.

5.21 Mandatory Disclosures of Work Location

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

5.22 Vendor Selection Restriction

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

5.23 Ohio Presence Consideration

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

5.24 Prohibition Against Services Performed Outside the United States

Pursuant to Governor's Executive Order 2019-12D, no public funds shall be spent on services provided offshore. All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the "Location of Business Form" included in the "Required Vendor Information & Certifications Documents," provided as Attachment A. The entire form must be printed, completed, and signed by the interested vendor's

authorized representative, and returned to ODJFS as a component of the vendor Technical Proposal. Failure to properly complete and sign Attachment A. will result in the disqualification of the proposal from consideration.

5.25 Combating Trafficking In Persons

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

Additional information on identifying Human Trafficking may be found at:
http://powerhost.powerstream.net/008/00153/HumanTrafficking.wmv.

SECTION VI. *APPLICATION/PROPOSAL* SUBMISSION & FORMAT

6.1 Proposal Submission

The vendor must submit electronic responses using File Drop. A copy of the proposal must be received by ODJFS no later than **June 8, 2020 at 3:00pm.** Proposals received after this date and time will not be reviewed. Materials mailed or submitted separately from the proposal packet will not be accepted or added to the proposal by staff of ODJFS. Faxed or mailed proposals will not be accepted. Vendors must go to the URL below to submit your response electronically:

- https://filedrop.cloudfs.ohio.gov/
- Bypass the Log in with MyOhio ID & Password prompt-Prospective vendors do not need a MyOhio ID & Password to submit its response
- Select "Drop-off" and be prepared to provide your email
- Enter the pertinent information regarding your organization and complete confirmation
- Review System message confirming your submission and wait for system to redirect you to next page or close confirmation window
- Click the link contained in the email to drop off the files
- Add Recipients: Name; **Office of Contracts & Acquisitions**: Email: OCA_PURCHASING_REQUEST@jfs.ohio.gov
- Follow instructions to add PDF files; Filedrop automatically encrypts all documents; do not add encryption passphrase
- Include solicitation **#JFSR2021068191 for the Emergency Response Fund-Assessor Registry** in the Short note to recipients. Keep Technical Proposal separate from Cost Proposal
- Click 'Drop-off Files' to send
- Ensure System message confirms your files were sent with the following, "Your files have been sent successfully"

In addition, the following instructions document with screenshots have been provided with the solicitation.

Submission of an proposal indicates acceptance by the vendor of the conditions contained in this RFP and model contract (Attachment B), unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between ODJFS and the selected vendor.

6.2 Format for Organization of the Proposal

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

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

A. Proposal Organization

The vendor's Technical Proposal must contain the following components, organized in primary tabs and divided into sub-tabs, as described below. Any other information thought to be relevant, but not applicable to a specific RFP section may be included in the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which include information or materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.
Vendors must organize their Technical Proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

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

Attachment A., Section II. – Standard Affirmation and Disclosure Form Banning the Expenditure of Public Funds on Offshore Services This form must be completed and signed by every vendor seeking to do business with ODJFS. This must be submitted as part of the response to any solicitation. Failure by any vendor to complete, sign, and return the Affirmation and Disclosure Form with its application will result in rejection of the proposal as being non-responsive and disqualified from further consideration.

The signed originals of the above referenced forms (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. The above referenced forms must also be included in the Technical Proposal CD-ROM.

In the event that the vendor proposes the use of any subcontractor(s), information on the subcontractor(s) and letters of commitment as required by Section 5.8, Minority Business Enterprise or 5.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

If applicable: In order to be acknowledged as a vendor with an Ohio presence (as described in Section 5.23, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

Tab 2 Vendor Experience and Qualifications

Sub-Tab 2a. Mandatory Vendor Qualifications (Section 3.1, A through X)
The vendor must include information to demonstrate how the vendor meets the mandatory qualifications as described in the corresponding section of this RFP.

Sub-Tab 2b. Organizational Experience and Capabilities (Section 3.2, A through X)
In this section, the vendor is to include their response to the organization experience and capabilities requirements (including any subcontractors) as described in the corresponding section of this RFP.

Sub-Tab 2c. Staff Experience and Capabilities (Section 3.3, A through X)
In this section, the vendor is to include their response to the staff experience and capabilities requirements (including any subcontractors) as described in the corresponding section of this RFP.

Tab 3 Scope of Work & Administrative Structures – Proposed Work Plan

Sub-Tab 3a. Scope of Work (Section 4.1, A through X)

Sub-Tab 3b. Administrative Structures – Proposed Work Plan (Section 4.2, A through X)

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

Tab 4 Specifications of Deliverables (Section 4.3, A through X)

Sub-Tab 4a. Deliverable A

Sub-Tab 4b. Deliverable B

Sub-Tab 4c. Deliverable C (etc.)

This section should describe in detail how the vendor proposes to successfully achieve each of the deliverables specified in Section 4.3, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each deliverable identified in Section 4.3 behind separate sub-tabs as described above.

Tab 5 Vendor Attachments or Appendices (as necessary)

B. Cost Proposal

Vendors are to complete the Cost Proposal Form, provided as Attachment D. to this RFP, according to instructions, sign it, and submit it fully completed as the separate sealed Cost Proposal. The Cost Proposal Form requires vendors to provide a group of individual prices for those services defined in Section 4.3, Specifications of Deliverables. Vendors are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor's Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts. The Cost Proposal must include a statement that the prices quoted are firm.

At the vendor's discretion, additional documentation may also be included with the completed Attachment D. as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form. In calculating their total proposed cost, vendors must consider cost resulting from each deliverable listed in Section 4.3 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities, whether explicitly identified by ODJFS in this RFP or not.

C. IMPORTANT –VENDOR DISQUALIFIERS FOR PROPOSAL ERRORS:

1. Any vendor's Technical Proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is not considered to be such prohibited cost information, and may be included in any vendor's Technical Proposal as information on business capacity and stability. All prohibited cost information must be submitted within the separate, sealed Cost Proposal. Should a vendor include any documents which contain such cost information, the cost information in the Technical Proposal must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.

2. Any trade secret or proprietary information (as defined in Section 5.5 of this RFP) found anywhere in a proposal shall result in immediate disqualification of that proposal.

SECTION VII. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

7.1 Scoring of Proposals

ODJFS will contract with the vendor/vendor(s) that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of (Program Area) and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Selection of the vendor/vendor(s) will be based upon the criteria described in this RFP. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The PRT may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the proposals, ODJFS will score in three (3) phases:

A. Phase I. Review—Initial Qualifying Criteria:

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

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

The PRT will then score those qualifying Technical Proposals, not eliminated in Phase I. Review, by assessing how well the vendor meets the requirements as specified in the RFP. Using the Technical Proposal Score Sheet, the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying Technical Proposal.

Any proposal which does not meet the minimum required Technical Proposal score as defined in Attachment C. will be disqualified from any further consideration and its Cost Proposal will neither be opened nor considered.

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

The PRT will review the Cost Proposals for those qualifying Technical Proposals, not eliminated in Phase II Review. The grand total of each technically qualified 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 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.

7.2 Review Process Caveats

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

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

Should ODJFS determine a need for interviewing vendors prior to making a final selection, responses to interview questions shall be scored in a manner similar to the process described in Section 7.1, Scoring of Proposals, above. Such scored results may be either added to those vendors' proposal scores, or will replace certain criteria scores, at the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for the RFP.

Vendors may request changes to the model contract, but any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. While requested changes to the model contract may have no effect on a vendor's proposal score, any proposed changes to the ODJFS model contract that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a contract may, at the sole discretion of ODJFS, result in the disqualification of the vendor and its proposal. See also Section 5.17, Contractual Requirements and Prevailing Wage Requirements of the RFP.

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

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

7.3 Final Vendor Recommendation

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

7.4 Tie Breaker

In the event that two (2) or more of the proposals have a score which is tied after final calculation of both the Technical Proposal and the Cost Proposal scores, the proposal with the higher score in the Technical Proposal will prevail.

SECTION VIII. PROTEST PROCEDURE

8.1 Protests

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

A. A protest may be filed by a prospective or actual vendor objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:

1. The name, address, telephone number, and e-mail address of the protestor;
2. The name and number of the RFP being protested;
3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
4. A request for a ruling by ODJFS;
5. A statement as to the form of relief requested from ODJFS; and
6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

B. A timely protest shall be considered by ODJFS, if it is received by ODJFS OCA, within the following periods:

1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the seventh (7th) calendar day after the issuance of formal letters sent to all responding vendors regarding ODJFS' 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 OCA 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 selected for award shall be notified of the receipt of the protest.

F. ODJFS OCA 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.

8.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this or any solicitation if, in the opinion of ODJFS and the PRT, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed. Changes in this RFP of a material nature will be provided via the webpage dedicated to this solicitation. All vendors are responsible for obtaining any such changes without further notice by ODJFS. After issuance of an award letter, ODJFS reserves the right to rescind the award and choose the next most responsive and responsible vendor, if ODJFS and the recommended vendor are unable to come to a mutually acceptable contractual agreement.

SECTION IX. ATTACHMENTS

A. Required Vendor Information and Certifications (*To be submitted in proposal packet as specified in Sec. 6.2, A.)*
B. ODJFS Model Contract (*For vendor reference purposes.)*
C. Technical Proposal Scoresheet
D. Cost Proposal

C. **Technical Proposal Score Sheet** (*For vendor reference purposes. Do not submit)*

D. **Cost Proposal Form** (*To be completed & included in Cost Proposal packet as specified in Sec. 6.2, B.)*

SECTION X. **APPENDICES AND THEIR USES** *(To be deleted if no appendices are needed specifically for this project.)*

A.

B.

C.

Thank you for your interest in this project.

Attachment A

Attachment A consists of <u>2 distinct and different sections</u>. 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 does not assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Vendor Corporate Address:	**5. Vendor Remittance Address: (or "same" if same as Item # 5)**
6. Print or type information on the vendor representative/contact person authorized to answer questions on the proposal\bid: **Vendor Representative NAME and TITLE:** **Address:**	**E-Mail Address:** **Phone #:** _____ **Fax #:** _____
7. Print or type the name of the vendor 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 (if not the same individual as in #7, provide the following information on each such representative and specify their function)**:** **Vendor Representative NAME and TITLE:** **Address:**	**E-Mail Address:** **Phone #:** _____ **Fax #:** _____

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

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

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

AND

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

AND

I_____ (signature of representative shown in Item #7, above) **hereby certify and affirm that** _____ (name of the vendor shown in Item # 3, above)**, either is not subject to a finding for 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 <u>any and all information</u> 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 2019-12D (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 2019-12D. 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-2021-00-0000

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 Proposal 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 Deliverables are summarized as follows:

B. The ODJFS Contract Manager is Name, or successor.

C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 business days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODJFS pursuant to the notice provisions of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.

D. **Ownership of Deliverables**.

1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted material in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.

3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS or an advertisement for CONTRACTOR.

D. [UNIVERSITY RESEARCH] The Deliverables produced by CONTRACTOR under this Contract will be copyrighted in the name of CONTRACTOR. However, CONTRACTOR is required to obtain prior approval from ODJFS for release of any results, including preliminary and/or final results, related to funded projects or funded data under this Contract, and any documents, reports, data, photographs (including negatives), electronic reports and records, and other media under this Contract. 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.

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 and 00/100 Dollars ($TOTAL). ODJFS will pay an amount up to SFY1 AMT and 00/100 Dollars ($SFY 1) for State Fiscal Year (SFY) 2020, and up to SFY2 AMT and 00/100 Dollars ($SFY2) for SFY 2021, 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] and 00/100 Dollars ($SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] and 00/100 Dollars ($SFY2) for SFY [SFY2], which amount (s) is/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 upon completion of the Deliverables pursuant to CONTRACTOR's accepted budget [or cost proposal] as incorporated below [or as attached].

E. CONTRACTOR will submit a detailed invoice(s) 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 number 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 SFY. CONTRACTOR must submit final invoices for payment for each SFY no later than 90 calendar days after the end date of each SFY, 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.

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

C. Notwithstanding the provisions of Sections A or B, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:

1. ODJFS loses funding as described in ARTICLE III;

2. ODJFS discovers any illegal conduct by CONTRACTOR; or

3. CONTRACTOR has violated any provision of ARTICLE VIII.

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

D. Unless otherwise provided for in this ARTICLE, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODJFS has notified CONTRACTOR two times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The two 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.*, registered or certified mail, postage prepaid).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.

A. [UNIVERSITY] ODJFS agrees that any media (including documents, reports, data, photographs, negatives, electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR; however, CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODJFS will treat Deliverable products that contain appropriate copyright attribution as the intellectual property of CONTRACTOR for purposes of ORC 149.43.

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 secret" 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 three years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) 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 three 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. If applicable, CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (42 USC 1320d-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). If applicable, 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 three years preceding this Contract neither CONTRACTOR nor any of its principals:

   a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or

   b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.

3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one unfair labor practice contempt of court finding.

4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations

pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

2. **Fair Labor Standards and Employment Practices**.

a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices, including ORC 125.111 and all related Executive Orders.

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, ancestry, 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. If applicable, CONTRACTOR agrees to comply with ORC Chapter 4115 and corresponding Ohio Administrative Code rules.

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 two calendar years.

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 31 USC 1352 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 and 2 CFR 182, 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**.

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

    a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

    b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:

(1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;

(2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and

(3) The principal location of business for the contractor and all subcontractors.

c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.

d. Termination, Sanction, Damages**:** ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. [REMOVE IF STATE FUNDS ONLY] [PRIVATE ENTITY] **Combating Trafficking in Persons**.

a. CONTRACTOR agrees that it is in compliance with the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), *see* 2 CFR Part 175 and the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17. The provisions found in 48 CFR Subpart 52.222-50 are hereby incorporated into this Contract by reference.

b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from: engaging in severe forms of trafficking in persons during the period of performance of the Contract; procuring commercial sex acts during the period of performance of the Contract; or using forced labor in the performance of the Contract.

c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.

d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106(g) of the TVPA, *see* 2 CFR 175.10.

11. [REMOVE IF STATE FUNDS ONLY] [PUBLIC UNIVERSITY/PUBLIC ENTITY] **Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), *see* 2 CFR Part 175, 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 TVPA, *see* 2 CFR 175.10.

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. [REMOVE IF STATE FUNDS ONLY] **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. [REMOVE IF STATE FUNDS ONLY] **Procuring Recovered Materials**. 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.

15. [REMOVE IF STATE FUNDS ONLY] **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.

16. [FOR PROFIT ORGANIZATION] **Boycotting**. Pursuant to Division B of ORC 9.76, the CONTRACTOR warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

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

B. **Liability**. To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, infringement resulting, and/or any other claims arising from the performance of the Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

B. [PUBLIC UNIVERSITY/PUBLIC ENTITY] **Limitation of Liability**. Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Contract will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.

C. **Infringement of Patent or Copyright**. To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.

C. [PUBLIC UNIVERSITY/PUBLIC ENTITY **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. **Insurance**. CONTRACTOR agrees to maintain, at its own cost, automobile, fleet, and commercial general liability insurance.

G. **Attachments.** Attachments and documents referenced in this Contract are made a part hereof, and are incorporated as terms and conditions of this Contract. In the event a conflict of terms, the terms and conditions of this Contract shall take precedence over any conflicting terms.

H. **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-2021-00-0000

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.

Vendor Name	Ohio Department of Job and Family Services
_____	_____
Authorized Signature (Blue Ink Please)	Cynthia C. Dungey, Director
_____	_____
Printed Name	Date
_____	
Date	
Address City, State, Zip	30 East Broad Street, 32nd Floor Columbus, Ohio 43215

ATTACHMENT C

RFP JFSR2021228191
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	YES	NO
1	Was the vendor's proposal received by the deadline as specified in the RFP?	2.1, 6.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	6.1 6.2, B.		
3	Does the vendor's proposal include all required affirmative statements and certifications, signed (in all required parts) by the vendor's responsible representative, as described in Attachment A to the RFP?	6.2, A.		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	5.18 / 5.19 5.20		
5	Did the vendor's proposal demonstrate experience with recruiting, evaluating, maintaining records and ensuring compliance of staff?	3.1, A.		
6	Did the vendor's proposal demonstrate knowledge and compliance with the Ohio Administrative Code (OAC), the Ohio Revised Code (ORC), including with OAC 5101:2-48-06 Assessor roles and responsibilities for foster care and adoption and ORC) 3107.014 Qualifications of assessors?	3.1, B.		
7	Did the review team (in its initial/cursory review of the vendor's proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	5.5.		

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 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 6.2, Review Process Caveats, and Section 8.6, Contractual Requirements of the RFP for more details on this situation.	Yes; changes proposed?	No changes proposed?
If changes were proposed by this vendor 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 Children and Families. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value, as follows:

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

Technical Performance Scoring Definitions:

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

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

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

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

A technical proposal's total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **515** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **670** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
VENDOR QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
1	Did the vendor provide samples of at least two (2), but no more than four (4), similarly sized projects completed in the past five (5) years that demonstrate expertise in the creation of an infrastructure to support workforce recruitment, the development of platforms for ease in communication and requests, and the ability to manage regional or statewide projects with regards to child welfare, human services sectors, or other related fields?	3.2, A.	5				
2	Has the vendor provided names and contact information for at least three (3) entities for which they have performed similar large-scale projects in the past five (5) years?	3.2, B.	5				
STAFF EXPERIENCE & CAPABILITIES							
3	Did the vendor identify by position and by name, those staff they consider key to the project's success. At minimum, key staff identified must include a Project Manager?	3.3, A.	4				
4	Did the vendor document that key staff have relevant professional experience to child welfare, human services sectors, or other related fields. Include resumes of key staff expected to work on the project, education and experience of staff in key positions, based on documentation presented and discussed in the proposal?	3.3, B.	4				
SCOPE OF WORK / ADMIN. STRUCTURES— PROPOSED WORK PLAN							
5	The vendor has stated the key objectives of the proposed project. Vendors are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFP.	4.2, A.	5				
6	The vendor has provided a sound technical approach and work plan to be implemented, include a timeline.	4.2, B.	5				
7	The vendor has provided a sound plan and/or procedure for status reporting, and reporting work completed, and resolution of unanticipated problems.	4.2, C.	4				
8	The vendor has provided a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or subcontractor staff. Specify the key management and administrative personnel who will be assigned to this project. The vendor must provide the percentage of time each key management person will devote to the project.	4.2, D.	4				
SPECIFICATION OF DELIVERABLES							
9	The vendor has described how they will create a regional pool of Tier I and Tier II certified Assessors to be utilized regionally to initiate and complete resource home studies for PCSAs in compliance with the Ohio Administrative Code, including (OAC) 5101:2-48-06 Assessor roles and responsibilities for foster care and adoption and the Ohio Revised Code (ORC), including 3107.014 Qualifications of assessors.	4.3, A.	5				
10	The vendor has described how they will create a mechanism for PCSAs to request an Assessor to initiate and complete the following types of resource home studies.	4.3, B.	5				
11	The vendor has described how they will track the home study assignments, including ensuring the Assessor completes the requested home study within required time frames and meets all mandates.	4.3, C.	3				
12	The vendor has described how they will ensure Assessors maintain a reasonable caseload, depending upon the Assessor's capacity, including number of work hours per week/month, and required travel.	4.3, D.	3				
13	The vendor has described how they will ensure the Assessors are in good standing with Tier I and Tier II while initiating and completing home	4.3, E.	4				

	studies.						
14	The vendor has described how they will manage and submit all invoices for services rendered, including mileage, to the PCSA for payment within 30 days of the home study completion.	4.3, F.	3				
15	The vendor has described how they will compensate the Assessor for home study completion, including mileage expenses.	4.3, G.	3				
16	The vendor has described how they will collaborate with all 88 county PCSAs to ensure access to certified Tier I and Tier II Assessors for the initiation and completion of resource home studies.	4.3, H.	5				
PROPOSAL ORGANIZATION							
17	The vendor has submitted a proposal which complies with the specified submission format.	5.1	.25				
18	The vendor has submitted a proposal which is free of self-promotional claims.	5.1	.25				
19	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	5.1	.25				
TRADE SECRET INFORMATION							
20	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. **[A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]**	5.2, C. 8.5			**YES**	**NO**	
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 515 points.)

Yes _____ **No** _____

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

If yes, has the vendor provided evidence of being an MBE/EDGE vendor? If the vendor is NOT MBE/EDGE, the vendor's proposal advances to Phase III review and the final technical score remains unchanged. If the vendor is a currently certified MBE/EDGE vendor, the vendor's technical score is increased by ten (10) points for the Phase III review.

PHASE II B.— Additional Consideration for MBE/EDGE Vendor	3.2, C 8.8	**NO** – Phase II A technical score unchanged	**YES** - Phase II A technical score plus 10 pts.
Has the vendor provided evidence that they are an MBE/EDGE vendor?			
GRAND TOTAL SCORE [Phase II A. + Phase II B. score]:			

ATTACHMENT D:
Cost Proposal Form and Instructions

Scope of Work Sec. 4.1	SFY 2021 Total	SFY 2022 Total	SFY 2023 Total	Total Deliverable Cost for All SFYs
A.	$	$	$	$
B.	$	$	$	$
C.	$	$	$	$
D.	$	$	$	$
E.	$	$	$	$
F.	$	$	$	$
G.	$	$	$	$
H.	$	$	$	$
OTHER. Explain	$	$	$	$
SFY 21 Grand Total	$			
SFY 22 Grand Total		$		
SFY 23 Grand Total			$	
Project Grand Total				$

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.