



Department of Job and Family Services

Ohio Department of Job and Family Services Request for Letterhead Bids (RLB) RLB#: JFS-IS-10-02

I. Purpose

The Ohio Department of Job and Family Services (ODJFS) through the Office of Information Systems (IS) is soliciting proposals for printer maintenance and service from vendors with approved Office of Information Technology (OIT) State Term Schedules (STS), or listed as an authorized dealer on an approved STS, that are authorized to provide IT/Data related services under their STS to provide printer maintenance or service on the Master Maintenance Agreement (MMA) at various ODJFS locations in the state of Ohio. This will be a deliverable based contract with scope of work description as indicated in Section VI. The vendor's State Term Schedule must be approved by OIT by the time vendor bids are due on this project, in order to qualify for consideration. State law will not allow a services contract to span fiscal years, therefore all deliverables and billing for this Request for Letterhead Bids (RLB) must be completed by June 30, 2010.

ODJFS has a wide area enterprise network that provides network connectivity to approximately 24,000 county and state employees. File, print and application services are delivered in every county in the State of Ohio. Document printing is a critical requirement for the end users. The subsequent contract will be with the ODJFS, Office of Information Systems, Bureau of Network Support.

Service will be for a period of 12 months starting from 7/01/09 thru 6/30/10. Attachment C is a sample of printers and their locations.

II. Time and Date of Submission

Organizations, companies, firms, or individuals who are interested in submitting letterhead bids must submit two (2) copies of their response in hardcopy and one (1) copy of their response on compact disc in Microsoft Word, Microsoft Excel, or Adobe Portable Document Format (PDF), not later than **3:00 p.m. Eastern Standard Time on June 4, 2009. Faxes will not be accepted.** Proposals must be addressed to:

Ohio Department of Job and Family Services
Office of Management Information Systems
Attn: OMIS Business Services
4200 East Fifth Avenue
Columbus, Ohio 43219

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

For hand delivery on the due date all proposals will be accepted at the Security Desk at 4200 E. Fifth Ave., Columbus, Ohio 43219. **DAS WILL NOT ACCEPT PROPOSALS FOR THIS RLB.** ODJFS is not responsible for any proposals delivered to any address other than the address provided above.

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

*** Special Note ***

Prior to submission of your RLB response, please be aware of the Governor's mandate on all State of Ohio agencies. Please reference the Governor's Executive Order 2009 – 07S, Section 8. Additional Mandatory Spending Control Strategies for Fiscal Years 2010 and 2011, b. Reduce Contracting and Procurement Expenses to negotiate with vendors a 15% or greater reduction.

Therefore, we are asking all vendors to consider a reduction of 15% or greater when submitting RLB responses.

Here is the link to Executive Order 2009 – 07S: <http://governor.ohio.gov/News42209/tabid/1057/default.aspx>

III. Anticipated Procurement and Project Timetable

05/27/2009	JFS Releases RLB to Potential Vendors. Q & A Period Opens - Vendors may submit inquiries for RLB clarification.
06/01/2009	Vendor Q & A Period closes, 8 a.m. for inquiries for RLB clarification June 1, 2009 - No further inquiries for RLB clarification will be accepted.
06/04/2009	Deadline for Vendors to Submit Proposals (3:00 P.M., Eastern time).
06/11/2009	JFS Issues Award Notification Letter (estimated).
07/06/2009	Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (ESTIMATED DATE).
07/07/2009	Work begins with Vendor team onsite at location to be determined.
06/30/2010	All project work must be completed or stop order notification date.

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

* According to requirements of ORC 126.07, JFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, which is indicated by the approval of the Purchase Order (P.O.) The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the JFS Contract Manager's providing notice that the requirements of section 126.07 of the Ohio Revised Code have been met.

The selected vendor will be awarded a contract and must be prepared to begin work upon receiving a State of Ohio Purchase Order from ODJFS. The designated ODJFS Contract Manager will notify the selected vendor(s) of the actual work site and start-work date. Any work done by the vendor prior to that notification will not be reimbursed by ODJFS. According to requirements of ORC 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, which is indicated by the approval of the Purchase Order (P.O.) The selected vendor may neither perform work nor submit an invoice for payment for work performed on this project for any time period prior to the ODJFS Contract Manager's providing notice that the requirements of section 126.07 of the Ohio Revised Code have been met.

IV. Question & Answer Period; RLB Clarification Opportunity

Potential vendors may ask clarifying questions regarding this RLB via the email address: MIS_RLB_QA@jfs.ohio.gov during the Question and Answer Period as outlined in Section III. The email subject should be RLB# JFS-IS-10-02.

Questions to this RLB must reference the relevant part of this RLB, the heading for the provision under question, and the page number (if applicable) and/or section of the RLB where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, the company name and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RLB provision or location, or which do not include an identification for the originator of the question. **ODJFS will not respond to any questions submitted after 08:00 a.m. EDT on the date that the Question and Answer period closes, June 1, 2009.**

V. Qualifications

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

a. Required Vendor Qualifications

- i. In order to be considered for the purchase order expected to result from this RLB, ODJFS requires that interested vendors **must** be on Office of Information Technology (OIT) State Term Schedule (STS) or MMA (Master Maintenance Agreement) authorized vendor. Vendors are required to submit a copy of their STS or MMA cover page as part of their proposals. Proposals submitted from any other entity or individuals will be rejected.
- ii. Vendor certifies that neither vendor, nor any principal of vendor is presently 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, 45 CFR Part 76, or other applicable statutes or regulations.
- iii. Vendor certifies that vendor is not on the list established by the Ohio Secretary of State pursuant to Section 121.23 of the Ohio Revised Code that identifies Vendor as having more than one unfair labor practice contempt of court finding.
- iv. Vendor certifies that vendor is not subject to a finding for recovery under Ohio Revised Code Section 9.24 or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio.
- v. Vendor certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If any time during the contractual period vendor becomes disqualified from conducting business in Ohio, for whatever reason, vendor must immediately notify ODJFS of the disqualification, and vendor will immediately cease performance of its obligation hereunder.
- vi. Vendor, its officers, employees, members, and subcontractors hereby certifies current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disability Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

b. Organizational Experience and Capabilities. In order to be considered for the purchase order expected to result from this RLB, ODJFS requires that interested vendors provide the following:

- i. Background information on the vendor, including subcontractors, if appropriate, indicating sufficient organizational experience and staffing to perform the required work. In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment are required as well.
- ii. Names and contact information for at least two (2) entities for which the vendor has performed similar scale projects in the past three (3) years.

- c. **Staff Experience and Capabilities** The vendor must demonstrate significant expertise by assigning qualified individuals for this project. They must demonstrate that each of the individuals a vendor is offering to ODJFS to perform the work must, at minimum have service certifications for the models they are to work on.

VI. Scope of Work

The Contractor must complete the following Services and produce the Deliverables described below (which encompasses the General Considerations) for the project via a deliverables-based contract by June 30, 2010:

Services

- 1 Maintenance and service coverage will be from 8 a.m. to 5 p.m. Monday through Friday excluding State of Ohio holidays.
- 2 Call back response to a service request must be 2 hours or less.
- 3 On-site response will be the next business day.
- 4 Vendor must warranty all replacement parts for 90 days from installation.
- 5 The ODJFS MIS Customer Service Center must be notified within 24 hours when service calls are completed.
- 6 Vendor must provide model certified technical staff to repair and support all printers on the maintenance list.
- 7 Vendor must clean the printer at the time of service and replace toner if needed. (Note: vendor is not responsible for providing toner nor will "low toner" be a valid reason to dispatch a repair technician). Note: ODJFS does not expect the vendor to provide toner or paper.
- 8 In situations where a service call reveals that a network/system configuration problem might exist, the vendor may request assistance through the ODJFS MIS Customer Service Center for problem resolution.
- 9 Some of the printers in the locations having state supported printers may not be on the maintenance list. Many of these are not to be serviced under the contract, since the local agency may be responsible for such service. The vendor shall contact the ODJFS MIS Customer Service Center before proceeding on service for any printer that is not on the contract. The ODJFS MIS Customer Service Center will determine if the printer is a state supported printer to be added to the maintenance list. The official list of printers on the maintenance list is maintained at the ODJFS MIS Customer Service Center, and any changes are communicated to the vendor. The attached list is an estimate only, the actual list of printers as of July 1, 2007 will be at the ODJFS MIS Customer Service Center, and will be forwarded to the chosen vendor.
- 10 Contractor must furnish all staff, tools, materials, and equipment necessary perform printer maintenance and service outlined in this RLB.
- 11 All work must be done in accordance with printer manufacturer standards.
- 12 Contractor shall be wholly responsible for any and all damages caused or affiliated with this service.
- 13 Job site must be clean and maintained in a safe manner.
- 14 ODJFS may, by mutual agreement with the vendor, extend this maintenance agreement for one additional year.

Deliverables

- 1 Vendor must provide a single point of contact, telephone number and email address. Vendor must provide a weekly status report on service calls, as directed by the ODJFS MIS Customer Service Center.
- 2 Vendor must contact ODJFS MIS Customer Service Center on service requests that remain open longer than 72 hours. Vendor must provide detailed information to the ODJFS MIS Customer Service Center on how the service request will be resolved.
- 3 In cases where it appears that the repair services required for a printer are so extensive that it is justifiable to replace the printer, the vendor may make such recommendation which will be subject to ODJFS review and approval.

- 4 Vendor will invoice ODJFS on a monthly basis. Bid must include all costs (travel, labor, all parts and kits) associated with problem resolution (i.e. which includes toner spills and the appropriate cleanup, and any and all problems affecting the operation of a printer without exclusion or exception) including the installation of preventive maintenance kits. **Preventive maintenance kit for each model listed in the attachment must be included in the vendor's bid**, and are to be installed as required at the vendors expense thus they should be included as part of the overall bid. ODJFS reserves the right to relocate printers to meet network requirements. ODJFS may make periodic adjustments (i.e. adding or removing) printers from the maintenance list as they are added or taken out of service or as they come off existing manufacture/vendor warranty with the vendor adjusting the monthly invoice amount accordingly. **No service charge for adding or removing a printer to the maintenance list should be included in the vendor's proposal.**
- 5 The Vendor will keep the most common maintenance kits in stock, and for the others will quickly obtain them so as to install them by the second business day following the initial service call.

VII. Format of Submission

To be accepted and forwarded to ODJFS, the vendor's proposal must include two (2) hard copies of their proposal labeled: **"PROPOSAL ENCLOSED FOR RLB# JFS-IS-10-02, PRINTER MAINTENANCE CONTRACT FY2010 [YOUR COMPANY NAME]."** Vendors are also required to submit one CD-ROM copy of their entire proposal package in non-rewriteable CD format (Word, Excel and/or PDF). The requested CD will be used by ODJFS primarily for storage and archiving purposes.

The Proposal must contain all the information as specified and requested for each of the components listed below. A proposal which is incomplete, vague, unjustifiably wordy, unclear, or poorly organized may not be successful. The following outline for the preparation of the Proposal in response to this RLB is intended to assist in the development of effectiveness and clarity.

The vendor's technical proposal must contain the following components (organized in six primary tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter such as charts, tables, timelines, excerpts of past related projects, etc., must be provided as an appendix to the proposal and so marked as an additional tab. However, the proposal will be evaluated based on the relevancy to the stated responsibilities as well as the conciseness, clarity, flow and professionalism of the information presented. ODJFS reserves the right not to review submitted appendices which includes information or materials that was/were not required in the RLB. All pages shall be sequentially numbered. Vendor proposals should not exceed 50 pages in length

Tab A - Cover Letter

Tab B - Vendor Profile

Tab C – Service Certifications

Tab D – References

Tag E – Current Contracts and a copy of their STS/MMA cover page which includes their valid STS or MMA number and expiration date

Tab F – Request for Taxpayer Identification Form W-9

Tab G – Declaration Regarding Material Assistance / Non-assistance to a Terrorist Organization (DMA) form

Tab H – Proof of BWC Insurance

Tab I – Cost Proposal

Tab A – Cover Letter: The cover letter must provide the following and be signed by an individual authorized to legally bind the vendor. A statement regarding the vendor's legal structure, federal tax identification number, and principle place of business.

The name, address, phone number, and fax number of a contact person who has authority to answer questions regarding the proposal

Vendors are required to submit a copy of their STS cover page as part of their proposals which includes their valid State Term Schedule (STS) number and expiration date.

Tab B – Vendor Profile: The vendor profile must include the type of organization (corporation, partnership, etc.), the type of ownership (corporate officers, partners), number of employees, number of employees engaged in tasks directly related to the work in this request, and any other information that will help the evaluators gauge the ability of the vendor to fulfill the obligations of the contract.

The vendor must include two project references where it has demonstrated successful completion of a similar project within the last 3 years. The following information must be provided:

Name of organization
Project details
Contact person with phone number and e-mail address. Each reference must be willing to discuss the vendor's performance with the evaluation committee.

Tab C – Service Certifications: Vendors must have access to technicians with service certifications for the models in the attached list. Any technician may be required to pass a background check. Vendors should describe how these are qualified to conduct the work described above.

Any offeror proposing to use a subcontractor for any part of the work described in this RLB must clearly identify the subcontractor(s) in their letter bid. This tab must include a letter from the proposed subcontractor(s) signed by a person authorized to legally bind the subcontractor, indicating the following

- 1 The subcontractor's legal status, federal tax ID number, and principal business address; The name, telephone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- 2 A complete description of the work the subcontractor will do;
- 3 A commitment to do the work, if the primary contractor is selected;
- 4 A statement that the subcontractor has read the RLB and understands the RLB, the nature of the work, and the requirements of the RLB.

Tab D – References: The vendor's candidates must include two (2) references where successful completion of similar work is demonstrated; references must include the following information:

Name of the organization;
Service details; and
Contact/Project Manager including name, phone number and e-mail address.

Each reference must be willing to discuss the vendor's performance with the evaluation analyst.

Tab E – Current Contracts and STS/MMA Cover Page and Numbers: The vendor should provide a copy of the DAS contract cover page with their current and valid STS or MMA number. Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed.

Tab F – Request for Taxpayer ID Form W-9: Vendors must complete, sign in Blue ink, and return with their proposal as part of Tab F of vendor proposal. Form can be found at the following link:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Tab G – Declaration Regarding Material Assistance / Non-assistance to a Terrorist Organization (DMA) Form: **All bidders are required to complete and attach the signed Ohio Homeland Security form, "Government Business and Funding Contracts". A copy is attached for your convenience or a copy can be obtained at the website below.**

http://www.homelandsecurity.ohio.gov/dma/dma_forms.asp

Click on: [DMA for funding and business contracts](#)

Bidders should check the current list of US State Department Terrorist Exclusion list at the Ohio Homeland Security website:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

Failure to complete, sign, and return the Government Business and Funding Contracts form and return it with your bid, may result in your bid being rejected as being non-responsive.

Tag H – Proof of BWC Insurance: A copy of the vendor's State of Ohio Bureau of Workers' Compensation Insurance Certificate must be submitted. The offeror must also provide proof of Employers Liability or Contractor's Insurance. All offerors are subject to this requirement.

Tab I – Cost Proposal: The **cost proposal** must be submitted by each interested vendor. This includes the price per printer per month for the services described. The total value of the contract will change due to additions and removals during the year. Cost proposals should be inclusive of all costs.

VIII. Selection Process

Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their proposal and on their Cost Proposal. All proposals will be reviewed and evaluated by ODJFS. Vendors should not assume that the review members are familiar with their current 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. ODJFS reserves the right to reject any and all proposals, in whole or in part, received in response to this request. However, ODJFS may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. ODJFS reserves the right to require clarification of any information provided in vendors' proposals. When evaluating the proposals, ODJFS will examine the proposals in three phases:

- A. **Proposal Review:** In order to be fully evaluated, proposals submitted must pass the following review. **Any "no" for the below listed criteria will eliminate a proposal from further consideration.** Was the proposal received by the deadline as specified in Section II., of this RLB? Did the vendor submit their proposals in the format described in Section VII of this RLB? Does ODJFS' review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (*i.e.*, the proposal of any vendor whose name appears on the Auditor's website as having an unresolved finding for recovery will be eliminated from further consideration.)? Does the vendor have a current STS or MMA which is appropriate for the work described in this RLB?
- B. **Proposal Evaluation:** ODJFS will then evaluate those qualifying proposals not eliminated, by assessing how well the vendor meets the requirements as specified in Sections V, VI, and VII of this RLB. At its sole discretion, ODJFS may choose to conduct interviews prior to final vendor selection. Interview question responses will then be considered in the same manner as the other submitted information. Vendors will then be ranked upon service experience.
- C. **Final Selection:** ODJFS will recommend for selection the most technically qualified vendors. From these, the award of the project will be based upon the vendor with the lowest and most responsive bid. The award resulting from this solicitation will be governed by the terms and conditions of the vendor's State Term Schedule. No other terms and conditions will apply.

IX. Contractual 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 to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

HIPAA compliance requires, at minimum, that the contractor:

- A. Shall not use or disclose PHI except as specifically required under the terms of the contract with ODJFS, or as otherwise required under the HIPAA regulations or other applicable law.
- B. Shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement.

- C. Shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with the contract or applicable law. In addition, the CONTRACTOR shall mitigate any adverse effects of such a breach to the extent possible.
- D. Shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the contractor and/or ODJFS agree to the same restrictions and conditions that apply to contractor with respect to the use or disclosure of PHI.
- E. Shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.
- F. Shall make PHI available to ODJFS in order for ODJFS to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by ODJFS, incorporate any amendments into the information held by the contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.
- G. Shall make available its internal practices, books and records relating to the use and disclosure of PHI received from ODJFS, or created and received by the contractor on behalf of ODJFS, to ODJFS and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining ODJFS compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto.
- H. Shall, upon termination of this Agreement, at the option of ODJFS, return to ODJFS, or destroy, all PHI in its possession, and keep no copies of the information except as requested by ODJFS or required by law. If the contractor or its agent or subcontractor destroys any PHI, then the contractor will provide ODJFS with documentation evidencing such destruction. Any PHI maintained by the contractor shall continue to be extended the same as required by HIPAA and ODJFS for as long as it is maintained.

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.

X. 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 Requests for Proposals (RFP), Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. After the selection of the vendor, any proposals submitted in response to an RFP are deemed to be public records pursuant to R.C. 149.43. The term "proposal" shall mean both the technical and the cost proposals, if opened, submitted by the vendor, any attachments, addenda, appendices, or sample products.

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

XI. Contractual Requirements

Any purchase order resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the DAS OIT State Term Schedule, which is available upon request. Potential vendors are strongly encouraged to download and read a copy of the Schedule to be fully aware of OIT Schedule requirements.

XII. Ethical and Conflict of Interest Requirements

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

- B. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees.
- C. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by ODJFS to enter into a contract.
- D. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

XIII. Communications Prohibited

From the issuance date of this RLB until the contract award has been formally announced by the ODJFS Director, there may be no communications concerning the RLB 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 RLB or the selection of the contractor(s). The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section V, Internet Question and Answer Period;
- 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 RLB;
- C. As part of an interview or proposal clarification process initiated by ODJFS as necessary to make a final vendor selection;
- D. If it becomes necessary to revise any part of this RLB, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RLB; *Any Public Records Request (PRR) made through the ODJFS Office of Legal Services.

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

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

XIII. Other Requirements

ODJFS is under no obligation to purchase any services as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed with the project.

Costs incurred in the preparation of this proposal are to be borne by the bidder, and ODJFS will not contribute in any way to the costs of the preparation.

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

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

XIV. Protests

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this solicitation 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:

1. A protest may be filed by a prospective or actual bidder objecting to the award of a purchase order resulting from this solicitation. The protest shall be in writing and shall contain the following information:
 - a. The name, address, and telephone number of the protestor;
 - b. The name and number of the solicitation being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by ODJFS;
 - e. A statement as to the form of relief requested from ODJFS; and
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
2. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal Services, within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RLB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. of the closing date for receipt of proposals as specified in Section II., Time and Date of Submission.
 - b. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the eighth (8th) calendar day after the issuance of the Letter of Intent to Award the contract.
3. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal Services after the time periods set forth in Item #2 of this section.
4. All protests must be filed at the following location:

Chief Legal Counsel, Office of Legal Services
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
6. ODJFS' Office of Legal Services 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.

XVII. ATTACHMENTS

- A. Request for Taxpayer Identification Form W-9 (Vendors are to complete, sign in BLUE ink, & return with their proposal as part of TAB F of Vendor Proposal)**
- B. Declaration Regarding Material Assistance/Nonassistance To A Terrorist Organization (DMA) Form (Vendors are to complete, sign, & return with their proposal as part of TAB G of Vendor Proposal)**
- C. Sample of Printer Maintenance List**

Thank you for your interest in this project.