Ohio Department of Developmental Disabilities

Request for Proposal (RFP)

Part C Early Intervention Consultation

In the area of OSEP Mission and Key Principles for Providing Early Intervention Services in Natural Environments using a team approach

Applications must be received no later than January 27, 2011

This RFP will be posted January 7, 2011 to: http://procure.ohio.gov/proc/searchProcOpps.asp (Miscellaneous Services)

For additional information, please contact:
Katrina Bush, Policy and Constituent Supports, Office of the Director
(614) 466-8359
Katrina.bush@dodd.ohio.gov

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Background: The Ohio Department of Developmental Disabilities (DODD) is responsible for overseeing a statewide system of supports and services for people with developmental disabilities and their families. The mission of the DODD is continuous improvement of the quality of life for Ohio's citizens with developmental disabilities and their families.

In collaboration with the Ohio Department of Health, Part C lead agency, DODD, the Early Childhood Cabinet, the Help Me Grow Advisory Council (ICC) and other stakeholder groups we have been reviewing research and practice guidelines, soliciting grants and training opportunities and making recommendations about changes to the Part C system in Ohio. Recommendations include:

A. All EI/Part C Services will be strength and relationship-based.

B. Assure that every family and their child who is eligible for Part C/EI services has access to federally mandated, evidence-based EI services through a core team of professionals.

C. Maximize existing federal, state and local funding, and leverage additional funding to assure access to federally-mandated early intervention services and to implement these recommendations.

D. Develop a system to ensure family accessibility to core team services, regardless of the political subdivision where families reside.

E. Create a comprehensive, ongoing workforce development strategy for Part C/EI in partnership with other early childhood efforts in the state.

F. Assure family support services and the availability of family-to-family support statewide.

G. Provide consistent materials and public awareness messages statewide (child development, making referrals, enhancing social-emotional development, etc.).

H. Create a state-level centralized dynamic resource of early childhood services and supports that is available to families of young children as well as to EI service providers via live staff and the internet.

Purpose: Funds will be used to collect data and report on how other states have made paradigm shifts in early intervention service delivery and how Ohio can use this information to make changes in line with the US Department of Education, Office of Special Education Program (OSEP) Mission and Key Principles for Providing Early Intervention Services in Natural Environments using a team approach.

Funding: DODD will provide up to $25,000 for a grant period of February 1, 2011 through June 30, 2011.

Eligible Applicants: Individuals, public (including state and county agencies) and private nonprofit and for-profit organizations, and businesses with knowledge in the intent and specific requirements of IDEA, and Part C of IDEA particularly, the US Department of Education, Office of Special Education Program (OSEP) Mission and Key Principles for Providing Early Intervention Services in Natural Environments. This consultant must have experience in researching the early intervention/special education practices of states and accessing key Part C leadership nationally, and

the expertise available through the Infant/Toddlers Coordinators Association and NECTAC. The consultant must be able to communicate effectively both in writing and verbally, with a diverse audience, and make recommendations based on a wide array of variables.

Work and Deliverables: Develop a written report on how Ohio can implement the US Department of Education, Office of Special Education Program (OSEP) Mission and Key Principles for Providing Early Intervention Services in Natural Environments using a team approach, including an examination of how other states have implemented Evidence based EI practices (EBEI), and a Primary Coach or Trans-disciplinary team approach to providing early intervention services to families.

1. Report will include, but not be limited to:

A. A description of at least 5 states that have adopted EBEI practices *(5 can be negotiated from the list of: Colorado, Missouri, Georgia, Alaska, Idaho, Arizona, Florida, Wisconsin, North Dakota and Kansas)* to include:
   - i. size, demographics, Part C eligibility, number of Part C children served, geographical factors including city and rural populations;
   - ii. state structures (who is the lead agency, whether services are provided on a contractual basis, what does the local governance structure consist of and who makes the programmatic decisions regarding service provision for Part C);
   - iii. how each state has defined their Part C service delivery system prior to changing to the current system, what the plans were for reaching the specified goal and status of achieving the goal;
   - iv. the process and steps taken by each state to implement these practices;
   - v. key decision points and stakeholders;
   - vi. make up of core teams in each state (discipline/license), and basis for decision of team member inclusion;
   - vii. how team member responsibilities are defined, including role in evaluation, assessment, and service delivery;
   - viii. which tool(s) are used for screening and assessing the social emotional domain, the mechanism for referral for further assessment when scores indicate need for referral, and how Part C intervention team includes early childhood mental health professional during the intervention process;
   - ix. team caseload;
   - x. geographic area served by teams;
   - xi. coordination with other disciplines as needed outside core teams (i.e., how are all of the other early intervention services mandated by Part C of IDEIA accessed and utilized?);
   - xii. what public awareness strategies were and are currently being used, and for what audiences, to describe and plan for paradigm shift, and method for reaching audiences;
   - xiii. system of comprehensive professional development (immediate plan and long term plan);
   - xiv. core team member license/certification and EI specific professional development requirements;
   - xv. samples of IFSP forms being used and additional information on elements used to capture service delivery approach and billing;

xvi. financing mechanisms for primary coaches and other core team members;
xvii. linkage and coordination of evaluation and assessment, IFSP development, and service provision;
xviii. state oversight and monitoring mechanisms for ensuring fidelity to service delivery practices and billing;
xix. challenges and barriers to service delivery (including consistency across state, leveraging multiple financing options; availability of providers, economies of scale), and possible solutions.

B. Ohio specific recommendations given Ohio's structure and the availability of service providers in Ohio.
C. A draft report will be available by April 30, 2011.
D. A final report will be available by June 15, 2011.

2. Contractor will meet
a. monthly with DODD via phone, webcasts, or in person to review with progress of work and to address questions;
b. a minimum of two times (at least once in person) with stakeholder representatives determined by DODD and ODH (the second meeting between draft and final report due dates).

3. Contractor will provide monthly written reports and maintain documentation in accordance with ARRA requirements of the Ohio Department of Developmental Disabilities, Ohio Department of Health, and Office of Budget and Management

Application Submission and Deadline: must be submitted in electronic form and must be received by **4 P.M. Eastern Standard Time*, January 27, 2011.*** Send to:

Ohio Department of Developmental Disabilities
ATTN: Katrina Bush
Policy and Constituent Supports, Office of the Director
katrina.bush@dodd.ohio.gov

APPLICATION FORMAT

Proposal

By making a proposal, it is understood that the Request for Proposal has been read and is understood. DODD reserves the right to reject any and all proposals and to waive any informality in any proposal document. We reserve the right to accept the proposal which, in our opinion, appears to have the most advantages to DODD. DODD reserves the right to negotiate terms presented in any proposal. DODD also reserves the right to amend, modify, withdraw, or terminate this RFP at any time. If DODD amends or modifies this RFP, it must be in writing and must be posted to the State's Procurement Website.

Proposal: Consists of five (6) sections: A signed cover sheet, a cover letter, an up-to-date curriculum vitae or resume, a work plan, budget justification, signed "Executive Order Affirmation" (page 14 of RFP). **Proposals submitted without these six complete items will not be considered. Proposals may not exceed twenty-five (25) pages.**

Signed Cover Sheet: The cover sheet must indicate acceptance of all terms of this RFP and include all of the following:
Name of Applicant
Title of Applicant
Company Name
Street Address including City, State and Zip of Company
Tax ID Number
Phone and Fax Number
E-mail Address

Cover Letter: A letter indicating the applicant's experience or expertise related to the work activities.

Curriculum Vitae or Resume: A complete and up to date curriculum vitae or resume must be submitted as part of the Application.

***Work Plan*:** The work plan must fully describe the approach, timing, methods and work steps for conducting this work and producing the deliverables. DoDD encourages responses that demonstrate a thorough understanding of the work and what will be done to successfully complete this project.

Budget Justification: Provide information on the applicant's financial plan for carrying out the proposed project.

Criteria for Application Evaluation and Selection: the Contract will be awarded using a competitive process. Proposal evaluation is within the sole discretion of The Department of Developmental Disabilities. A review panel comprised of internal members will score the proposals that meet the requirements contained in this RFP. Any Application not meeting the requirements contained in this RFP will not be scored.

Applications will be reviewed and scored on a scale from 0-50 according to the following areas:

20 points: Experience and education in researching the early intervention/special education practices of states and accessing key Part C leadership nationally, accessing the expertise available through the Infant/Toddlers Coordinators Association and NECTAC, writing reports for diverse audiences and containing a wide array of variables.
20 points: Work plan
10 points: Budget justification

Questions
All questions pertaining to this proposal must be in writing and directed to the State's Procurement Website (http://procure.ohio.gov/proc/searchProcOpps.asp). All questions received that pertain to this RFP will be posted and answered on the State's Procurement Website.

Other Requirements

A. Fee Schedule

The personal services contract between DODD and the selected bidder will specify payment terms.

B. Contractual Requirements

1. Any contracts resulting from the issuance of this RFP are subject to the terms and conditions as provided in the attached personal services contract. The information contained in the RFP and in the proposal submitted by the selected bidder shall be considered part of the enclosed contract.

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

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

4. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality, including federal statutory and regulatory requirements pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Family Education Rights and Privacy Act (FERPA), that apply to the employees of DODD and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action. A Business Associate Agreement is required.

5. As a condition of receiving a contract from DODD, the selected contractor and any subcontractor(s) shall certify compliance with any court order for the withholding of child support, which is issued pursuant to Section 3113.217 of the Ohio Revised Code. The contractor, and any subcontractor(s), must also agree to cooperate with DODD 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.

6. As a condition of receiving a contract from DODD, the contractor and any subcontractor(s) shall certify compliance with Ohio Bureau of Worker's Compensation requirements by providing a current Worker's Compensation Certificate.

7. DODD reserves the right to reject any and all proposals where the offeror takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.

8. All proposals become the property of the State of Ohio and will not be returned to the bidder. The State will not divulge the specific content of any proposal to the extent the bidder identifies the content as privileged or confidential.

9. DODD reserves the right to reject, in whole or in part, any and all proposals where DODD, taking into consideration factors including but not limited to price, and the results of the evaluation process, has determined that award of a contract would not be in the best interest of DODD or the state.

C. Minority Business Enterprise

DODD is required by Section 125.081(B) of the Ohio Revised Code to award fifteen percent (15%) of its procurement to vendors certified as a Minority Business Enterprise (MBE), pursuant to Section 123.151(B)(1) of the Ohio Revised Code. To receive MBE/EDGE consideration the bidder must indicate its MBE status in the proposal.

D. Ethical and Conflict of Interest Requirements

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

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

3. Any contractor acting on behalf of DODD shall refrain from activities that 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 102.03 or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by DODD to enter into a contract.
4. DODD 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.

E. Offshore Services

1. The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland 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. The Executive Order is provided as an attachment and also is available at the following website: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).
2. The Contractor also affirms, understands, and agrees to immediately notify DODD of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.
3. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.
4. The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.
5. If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 5% of the value of the Contract.
6. The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.
7. Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.
8. The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

F. Accessibility to Records and Project Sites

1. Comptroller General of the United States Authority to Inspect Pursuant to Section 902 of ARRA the Comptroller General of the United States and his representatives have authority to:

- *Examine any records of contractor, bidder or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and*

- *Interview any officer or employee of contractor, bidder or any of the subcontractors, or any State or local government agency administering the contract, regarding such transactions; and*
- *Designate a time and place to examine those records and interview those officers and employees described above.*

2. Inspector General Authority to Inspect

Pursuant to Section 1515(a) of ARRA, an Inspector General or any representative of an Inspector General has the authority to:

- *Examine any records of contractor, bidder or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and*
- *Interview any officer or employee of contractor, bidder or any of the subcontractors, or any State or local government agency administering the contract, regarding such transactions; and*
- *Designate a time and place to examine those records and interview those officers and employees described above.*

TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.

2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.

   a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.

   b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.

4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:

   a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.

   b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

   c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:

      i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:

         (a) Reflect this Order's prohibition on the purchase of offshore services.

         (b) Require service providers or prospective service providers to:

(i) Affirm that they understand and will abide by the requirements of this Order.

(ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.

(iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.

(iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.

(v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.

ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

(a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.

(b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.

iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.

iv. All APOs have adequate training which addresses the terms of this Order.

5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.

b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.

Ted Strickland

Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

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)
(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)
(Name)	(Address, City, State, Zip)

American Recovery and Reinvestment Act of 2009 (ARRA) Funded Projects

A. Expression of Interest:

All Bidders that submit proposals that are responsive to this RFP must also have a corresponding expression of interest in applying for recovery funds on the State of Ohio Federal Stimulus Initiative website at:
http://www.recovery.ohio.gov/opportunities/state/

Bidders that do not submit an expression of interest on this website by January 27, 2011 shall not be awarded ARRA related contacts under this RFP.

B. Vendor Requirements:

The **CONTRACTOR** shall be considered a "vendor" for the purposes of ARRA funding and as such is required to submit reporting information in compliance with the federal Office of Management and Budget (OMB)'s Updated Implementing Guidance for the ARRA, issued on April 3, 2009, June 22, 2009, and December 18, 2009 and any future guidance. **Additional reporting requirements under the ARRA will be shared with the CONTRACTOR as soon as they become available. At a minimum, the CONTRACTOR shall anticipate ARRA reporting on a quarterly basis (reports due each April 5, July 5, October 5, and January 5) (if the 5th falls on a Saturday or Sunday, the report is due on the following Monday) and that reporting for "the number of Jobs created or retained" data will be quarterly (should only pertain to each quarter).** Basic reporting requirements for the **CONTRACTOR** shall be collected using a provided Excel spreadsheet and include the following:

a. CFDA
b. A DUNS number or Name and zip code of Headquarters (HQ)
c. Expenditure amount
d. Expenditure description
e. Name, City
f. Program source
g. Amount of Sub-Award
h. An award title descriptive of the purpose of each funding action
i. Sub-award place of performance under the award; including the city, State, congressional district, and county
j. The number of jobs (in FTEs) that were created and/or retained with the ARRA funds; and
k. Additional information as requested for demonstrating compliance with the ARRA.

For any payments from CONTRACTOR to a sub-vendor, the CONTRACTOR must report the identity of the sub-vendor by reporting the DUNS number, if available, or otherwise the name, zip code of the vendor's headquarters and product description.

The Ohio Supplemental Terms and Conditions for Projects Funded in Whole or in Part with Moneys from the American Recovery and Reinvestment Act of 2009 (ARRA) ARRA FUNDED PROJECT are attached hereto as ATTACHMENT A and made a part hereof. In the event of a conflict of terms between those of this contract and the Supplement Terms, the Supplemental Terms shall take precedence.

ATTACHMENT A

Ohio Supplemental Terms and Conditions for Projects Funded in Whole or in Part with Moneys from the American Recovery and Reinvestment Act of 2009 (ARRA)
ARRA FUNDED PROJECT.

Funding for this contract has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA), and is subject to the reporting and operational requirements of ARRA. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or state entities. The state has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

I. ACCESSIBILITY TO RECORDS AND PROJECT SITES

A. Comptroller General of the United States Authority to Inspect

Pursuant to Section 902 of ARRA the Comptroller General of the United States and his representatives have the authority to:

(1) Examine any records of the contractor (vendor, bidder) or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) Interview any officer or employee of the contractor or any of the subcontractors, or of any State or local government agency administering the contract, regarding such transactions; and

(3) Designate a time and place to examine those records and interview those officers and employees described above.

B. Inspector General Authority to Inspect

Pursuant to Section 1515(a) of ARRA, an Inspector General or any representative of an Inspector General has the authority to:

(1) Examine any records of the contractor (vendor, bidder) or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) Interview any officer or employee of the contractor or any of the subcontractors, or of any State or local government agency administering the contract, regarding such transactions; and

(3) Designate a time and place to examine those records and interview those officers and employees described above.

C. Contractor (vendor, bidder) shall include verbatim in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded Work, the language provided in Parts A and B of this section.

II. TIMELY AND ACCURATE REPORTING

The contractor shall comply with all reporting requirements outlined in Section 1512 of ARRA including the following:

Quarterly report detailing:
• The amount of ARRA funds received
• The amount of ARRA funds expended or obligated
• Detailed list of all projects or activities for which the ARRA funds were expended
• An estimate of the number of jobs created and the number of jobs retained by the project or Activity
• Detailed information concerning subcontracts or sub-grants including the state Ohio

In addition, the contractor shall provide the contractor's unique nine-digit number issued by Dunn and Bradstreet (DUNS number). The contractor shall complete and provide to the state the "OBM, Ohio Sub-Grantee and Sub-Recipient Spending Report in Compliance with ARRA Sec. 1512".

III. EQUAL EMPLOYMENT OPPORTUNITIES

In addition to the State's equal employment opportunity requirements set forth in the contract, by the signature affixed to the contract, the contractor and any subcontractor agrees that they comply with all of the following federal laws for employment, discrimination, etc. The State may consider the failure to comply with any of the below listed laws, rules, and executive orders as a breach of contract and may result in termination of the contract.

Federal Laws:
• Title VI & Title VII of Civil Rights Act of 1964
• Equal Pay Act of 1962
• Age Discrimination in Employment Act of 1967
• Title IX of Educational Amendments of 1972
• Section 504 of the Rehabilitation Act of 1973
• Age Discrimination Act of 1975
• Title I & Title V of Americans with Disabilities Act of 1990
• Fair Housing Act
• Fair Credit Reporting Act
• Equal Educational Opportunities Act
• Uniform Relocation A

IV. JOB POSTINGS

The contractor shall post all jobs created resulting from the award of the contract and the use of ARRA funds and all jobs retained resulting from the award of the contract and the use of ARRA funds on www.ohiomeansjobs.com, and on http://jfs.ohio.gov/owd/wia/wiamap.stm.

The Updated Guidance dated December 18, 2009 updates Section 5: of the June 22, 2009 Guidance and reflects important simplifications to the manner in which job estimates are calculated and reported. Recipients will now report job estimates on a quarterly, rather than cumulative, basis and will no longer be required to sum various data on hours worked across multiple quarters of data when calculating job estimates. In addition, recipients will no longer be required to make a subjective judgment on whether jobs were created or retained as a result of the Recovery Act. Instead, recipients will more easily and objectively report on jobs

funded with Recovery Act dollars. This update aligns with GAO's recommendation to "[make] more explicit that 'jobs created or retained' are to be reported as hours worked and paid for with Recovery Act funds."

V. PROTECTIONS FOR INDIVIDUALS REPORTING COMPLIANCE ISSUES

A. Pursuant to Section 1553 of ARRA, the contractor and all subcontractors are prohibited from discharging, demoting, or otherwise discriminating against any contractor or subcontractor employee as a reprisal for disclosing the following information that the employee reasonably believes is evidence of:

1. Gross mismanagement of the contract relating to funds for the Project;

2. Gross waste of ARRA funds;

3. Substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;

4. An abuse of authority related to the implementation of or use of ARRA funds; or

5. A violation of law, rule, or regulation related to the contract (including the competition for or negotiation of the contract) relating to ARRA funds;

B. The Inspector General shall receive investigate all complaints alleging a violation of the terms in part A of this section;

C. All employers receiving ARRA funds shall post notice of employee rights as described above in conspicuous locations with other required employee rights information.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS (1-800-447-8477) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. Additionally the ODH ARRA Website is a place to report fraud, waste and abuse. The website is located at:

http://www.odh.ohio.gov/landing/stimulus/stopfraud.aspx.

VI. CONSTRUCTION PROJECTS

For those construction projects for which the state uses ARRA funds for the construction, alteration, maintenance, or repair of a public building, the following conditions apply:

A. Buy American

1. Products: Pursuant to Section 1605 of ARRA, all steel, iron, and manufactured goods used in the construction project must be produced in the United States;

2. Exception: The requirement set forth in part 1 of this section shall not apply only if the appropriate federal agency determines one of the following:

(a) The application of the requirement in part 1 of this section would be inconsistent with the public interest;

(b) That (1) an insufficient amount of steel, iron, or relevant manufactured goods were produced in the United States or (2) that a reasonable amount of steel, iron, or relevant manufactured goods were available or (3) that a reasonable amount of the available steel, iron, or relevant manufactured goods of satisfactory quality were not available;

(c) That by applying the requirement set forth in part 1 of this section would increase the **overall cost of the project** by more than twenty-five percent (25%);

3. A contractor and subcontractors must comply with the above requirement unless the contractor or subcontractor provides a waiver from the appropriate federal agency stating that at least one of the above-referenced exceptions applies. A contractor may seek an exception to the Buy American requirements by appealing to the appropriate federal agency pursuant to rules and regulations in 2 CFR Part 176 Volume 74, No 77;

4. The State and the contractor shall apply the Buy American requirements set forth in this section in a manner consistent with United States obligations under international agreements.

B. Prevailing Wage Rates and Labor Standards

1. The contractor and subcontractors shall pay all laborers and mechanics employed by contractor or subcontractors on the Project not less than the prevailing wage determined under the "Davis-Bacon Act" (40 USC 276a-aS) for similar work in the civil subdivision for which the laborers and mechanics perform the work. In addition, the contractor and subcontractors shall pay all laborers and mechanics overtime compensation in accordance with the provisions of the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-333).

2. The contractor and subcontractors shall comply with all regulations issued pursuant to the above-referenced Acts and with all applicable federal and state laws and regulations.

C. Limitation on Use of Funds.

Pursuant to Section 1604 of ARRA, no funds shall be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.