



Department of  
Job and Family Services

Ted Strickland, Governor

Douglas E. Lumpkin, Director

April 26, 2010

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Proposals (RFP)#: R1011-15-8050, Rapid Response State Contracted Designee, for the purpose of obtaining a qualified vendor to serve as the rapid response state contracted designee, a mandated partner of the State/local area rapid response teams.

Interested vendors must demonstrate how they will improve services to dislocated workers as well as connect labor with the workforce development system. The selected vendor must demonstrate experience working with labor organizations; working with dislocated workers; managing or being part of labor-management teams; and having knowledge of Title I of the Workforce Investment Act of 1998 (WIA).

The selected vendor must demonstrate its ability and willingness to respond rapidly to mass layoff events within requested time frames, as well as the ability to access a wide range of community resources and to coordinate these resources to maximize their impact.

ODJFS will only accept proposals from local Workforce Investment Boards or their designated entities, employers, educational institutions, local and state government entities and private not-for-profit entities.

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

ODJFS, Office of Contracts and Acquisitions  
30 East Broad Street, 31<sup>st</sup> Floor  
Columbus, Ohio 43215-3414  
PH: (614) 728-5693

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

Sincerely,

(Signature on file)

Douglas E. Lumpkin  
Director

30 East Broad Street  
Columbus, Ohio 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

An Equal Opportunity Employer and Service Provider

# ***Rapid Response State Contracted Designee***

**RFP: R-1011-15-8050**

**Ohio Department of Job and Family Services**

***March 2010***

# Rapid Response State Contracted Designee RFP

RFP: R-1011-15-8050

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**ODJFS REQUEST FOR PROPOSALS (RFP):**  
*Rapid Response State Contracted Designee*  
**RFP: R-1011-15-8050**

**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 proposals from qualified vendors to serve as the rapid response state contracted designee, a mandated partner of the State/local area rapid response teams.

Interested vendors must demonstrate how they will improve services to dislocated workers as well as connect labor with the workforce development system. The selected vendor must demonstrate experience working with labor organizations; working with dislocated workers; managing or being part of labor-management teams; and having knowledge of Title I of the Workforce Investment Act of 1998 (WIA).

The selected vendor must demonstrate its ability and willingness to respond rapidly to mass layoff events within requested time frames, as well as the ability to access a wide range of community resources and to coordinate these resources to maximize their impact.

ODJFS will only accept proposals from local Workforce Investment Boards or their designated entities, employers, educational institutions, local and state government entities and private not-for-profit entities.

**1.2    Background**

The state and local workforce delivery system is intended to improve the quality of the workforce, reduce welfare dependency, and enhance the nation's productivity and competitiveness by increasing the employment, retention and earnings as well as the occupational skill attainment of participants. The successful implementation of WIA aligns to ODJFS' goal of improving the economic well-being of Ohio's workforce by increasing customer access to benefits and information.

The Office of Workforce Development's primary responsibility is to promote job creation and to advance Ohio's workforce by providing guidance, technical assistance, oversight and support to local workforce investment areas. The Dislocated Worker Program, under Title I of the Workforce Investment Act of 1998, is designed to provide quality employment and training services to assist eligible individuals in finding and qualifying for meaningful employment.

The Workforce Investment Act holds states responsible for the provision of rapid response services. Ohio's new rapid response program requirements ensure that both workers and employers have expedient access to services when facing real or potential downsizing or plant closures. Rapid response services – a short-term solution to an immediate need for employers as well as workers – may be available at the employment site for employers and workers who are expected to lose their jobs as a result of company closings and mass layoffs.

In order to establish a robust, efficient, timely, and high quality service delivery system, strong partnerships at both the State and local levels are critical. These partnerships are the foundation for Ohio's delivery system. In

Ohio, rapid response services are delivered at the local level through local area Workforce Investment Boards (WIBs) and their One-Stop systems.

Each One-Stop system must have a State/local area rapid response team made up of the following mandated partners: ODJFS Regional Rapid Response Coordinator (RRRC); a local area Rapid Response Coordinator (RRC) (representing the WIB / WIA / One-Stop system); the Ohio Department of Development (ODOD); and the ODJFS state contracted designee.

The ODJFS rapid response unit oversees Ohio's rapid response service delivery system, ensuring compliance with federal and state requirements and implementation of program initiatives, and providing support, guidance, technical assistance, and financial resources to the State/local area rapid response teams and stakeholders.

### **1.3 Overview of the Project**

The selected vendor will serve as the ODJFS State contracted designee not only having representatives on each of the State/local area rapid response teams, but also working collaboratively with the teams assisting with the provision of specific rapid response activities including, but not limited to:

- Labor Management Committees (LMC)
- Transition Centers
- Peer-to-Peer Assistance

The expectation is that the four mandatory partners of the State/local area rapid response teams will act in coordination and agreement during any and all layoffs in their particular region regardless of the size of the event. The group will collectively decide the single point of contact for the employer to ensure consistency, efficiency and accountability. The single point of contact will be responsible for the timely dissemination of information to the other mandatory partners to ensure accurate and up to date information is available and communicated to other stakeholders, partners and the central rapid response unit.

Determinations will be made during the initial phase of notification, research, and meeting preparations with the employer as how to best utilize the representatives of the State contracted designee. The selected vendor may be involved with union or non-union dislocation events – the extent of involvement will be determined by the local team. However, the State reserves the right to engage further assistance and involvement if warranted throughout any phase of serving the employer and/or workers tied to specific dislocation events.

Another component of the workforce development system is outreach, education and training. Raising awareness and educating businesses and affected workers about the services available to them is key to helping Ohioans survive a layoff or closure. With ODFJS approval, the selected vendor will create and distribute outreach materials at rapid response sessions or directly to businesses via their labor organizations or human resource offices. Also with ODJFS approval, the selected vendor will train labor representatives who serve on local WIBs and the Governor's Workforce Policy Advisory Board on the key initiatives and services as well as their role in workforce development system.

The selected vendor also will provide layoff aversion assistance to businesses. Layoff aversion activities may include conducting regular visits to businesses to promote available services and determine their specific needs, if any; proactively identifying tendencies or business trends that may indicate that a business may be at risk or in need of assistance before layoffs are inevitable; collaborating and partnering with state Workforce Development professionals to aid businesses with their retention needs; offering guidance for direct linkages with state Workforce Development professionals identified in the local rapid response requirements policy and procedures manual; offering guidance for direct linkages to local and federal organizations that may provide additional technical assistance, loans and grants to assist businesses with averting or minimizing layoffs;

identifying incumbent worker training opportunities to retrain a business’ workforce to maintain the business’ viability; and complying with all state policy and guidance as it relates to layoff aversion and rapid response.

**1.4 Objectives of the Project**

This section delineates the primary objectives of the Rapid Response State Contracted Designee.

**Objective 1:** Increase the number of dislocated workers using the public One-Stop system connecting them with WIA and Trade Adjustment Assistance (TAA).

**Objective 2:** Increase participation of local labor organizations in layoff aversion activities and rapid response activities.

**Objective 3:** Provide education and outreach regarding rapid response and services available to impacted Ohioans.

**Objective 4:** Provide layoff aversion assistance saving jobs, retraining employees, and creating jobs.

**Objective 5:** Customer satisfaction with local Workforce Investment Boards, State/local area rapid response teams, and labor organizations representing dislocated workers.

**Objective 6:** Customer satisfaction of companies, labor organizations and dislocated workers in the establishment and implementation of labor-management committees and peer-to-peer networks, if applicable.

**1.5 Time Frames & Funding Source**

The term of the proposed contract is one year beginning approximately July 1, 2010, and expiring June 30, 2011 [State Fiscal Year (SFY) 11]. ODJFS may, at its option, extend the contract for one one-year renewal from July 1, 2011, through June 30, 2012 [SFY 12].

Potential vendors are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal if the cost proposals of all technically qualifying vendors are in excess of the available funding for this project. Section 6.1 C. of this RFP establishes further information on ODJFS procedures to be implemented if this occurs.

**SECTION II. PROCUREMENT PROCESS INFORMATION**

**2.1 Anticipated Procurement Timetable**

DATE	EVENT/ACTIVITY
April 26, 2010	ODJFS Releases RFP to Potential Vendors on ODJFS Web Site; Q&A Period Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
May 12, 2010	Vendor Q&A Period Closes, 10 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted.

<b>May 24, 2010</b>	<b>Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.)</b> - This is the proposal opening date, beginning the ODJFS process of proposal review <b>LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.</b>
June 14, 2010	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
[NO CB] Notif. Letter Date+4 Weeks = approx start date Or [With CB]Notif. Letter Date+8 Weeks = approx CB date	Controlling Board Review of Contract (estimated—if applicable). -Contract with the selected vendor requires review and approval
July 20, 2010	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2011	Project Completion** - All work must be completed and approved by ODJFS Contract Manager

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

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

\* \* Subject to approval by the Controlling Board, the contract period is expected to run from approximately July 1, 2010, through June 30, 2011, with a renewal contract to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, from July 1, 2011, through June 30, 2012. Renewal may be subject to approval by the Controlling Board.

## **2.2 Internet Question & Answer Period; RFP Clarification Opportunity**

Potential vendors or other interested 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, potential vendors must use the following Internet process:

- \* Access the ODJFS Web Page at <http://jfs.ohio.gov//>
- \* Select “About JFS” on the front page;

- \* **Select “Doing Business with ODJFS;”**
- \* **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- \* **Select RLB Number *JFS-R1011018038*;**
- \* **Follow the link to the dedicated web page;**
- \* **Select “Submit Inquiry” near the bottom of the web page;**
- \* **Follow instructions there for submitting questions.**

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP 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 RFP 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 **10:00 a.m.** on the date the Q&A period closes.

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for reference by all potential vendors. Potential vendors will not receive personalized or individual e-mail responses. Clarifying questions asked and ODJFS responses to them comprise the “ODJFS Q&A Document” for this RFP. If possible, ODJFS will post an interim Q&A Document, without identifying the vendors asking questions, as well as the final version (in which all vendors that posed questions will be identified). ODJFS strongly encourages vendors to ask questions as early as possible in the Q&A period so that interim answers can be posted with sufficient time for the possibility of vendors’ follow-up questions.

Vendor proposals in response to this RFP are to take into account any information communicated by ODJFS in the Final Q&A Document for the RFP. **It is the responsibility of all potential vendors to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFP.**

Accessibility to the ODJFS Q&A Document will be clearly identified on the website dedicated to this RFP, once that document is made available.

**IMPORTANT:** Requests from potential vendors for copies of previous RFPs, 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. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3, 5. for contact information in submitting a PRR. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFP. If vendors ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers. Interested vendors should also refer to RFP Section 1.5, Time Frames and Funding Source, for related information.

There is an established time period for the Vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for

public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

\* Should vendors experience technical difficulties accessing either the ODJFS website where the RFP and its related documents are published, they may contact ODJFS' Office of Legal and Acquisitions, RFP/RLB Unit, at (614) 728-5693 for guidance.

### **2.3 Communication Prohibitions**

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

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Q&A Period;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;
3. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;\* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal & Acquisition Services.

**ODJFS  
Office of Legal and Acquisition Services  
30 E. Broad St., 31<sup>st</sup> Floor  
Columbus, Ohio 43215-3414**

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

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

If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 2.2, Internet Question and Answer Period/RFP Clarification**

**Opportunity, or 2.3, Communication Prohibitions, of this RFP. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 5.1, Proposal Submission Information.****

## **2.4 Program Resource Library**

Appendix A to this RFP is a list of abbreviations, acronyms and their corresponding definitions used throughout this document.

ODJFS recognizes that interested vendors might be interested in more details on the program so it has provided links to online resources :

Workforce Investment Act Policy Letter No. 09-05.1: Local Rapid Response Program Requirements  
(<http://jfs.ohio.gov/workforce/docs/workforceprof/WIAPL%2009-05.1.pdf>)

Workforce Investment Act Policy Letter No. 09-08: Rapid Response Funded Needs-Related Payments to Dislocated Workers  
(<http://jfs.ohio.gov/workforce/docs/workforceprof/WIAPL%2009-08.pdf>)

Rapid Response Procedure Manual  
(<http://jfs.ohio.gov/owd/wia/rapidresponse/NewRRProcessProcedures.pdf>)

Rapid Response Layoff Aversion Guide  
(<http://jfs.ohio.gov/workforce/docs/workforceprof/LayoffAversionGuide.pdf>)

Rapid Response Training Manuals  
(<http://jfs.ohio.gov/owd/wia/rapidresponse/training.stm>)

Ohio's One-Stop System  
(<http://jfs.ohio.gov/workforce/jobseekers/onestopmap.stm>)

Workforce Investment Act (WIA), Public Law 105-220  
([http://jfs.ohio.gov/workforce/docs/atwia/WIA\\_Law.pdf](http://jfs.ohio.gov/workforce/docs/atwia/WIA_Law.pdf))

WIA Final Rules, 20 CFR Part 652 et al  
(<http://jfs.ohio.gov/workforce/docs/workforceprof/finalrule.pdf>)

**NOTE:** Vendors are cautioned that during any communications to schedule a vendor library appointment, and during that appointment, they may make no inquiry regarding this RFP, its requirements or process, the ODJFS project in which the eventual contractors will function, or anything else which could assist vendors with their responses to this RFP. All communications regarding this RFP are to take place in the open forum as provided for in Section 2.2 (Internet Question and Answer Period; RFP Clarification Opportunity).

## **SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS**

Vendors' proposals must address all the following minimum 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 interested vendors **MUST** meet, at minimum, **ALL** the following qualification requirements:

1. ODJFS will consider proposals from vendors who have at least:
  - a) Five (5) years of experience working in workforce development, preferably in rapid response
  - b) Five (5) years of experience working with labor organizations
  - c) Experience in establishing, at a minimum, two (2) labor-management committees
  - d) Experience in establishing, at a minimum, two (2) rapid response transition centers
  - e) Three (3) years of experience in establishing and supporting peer-to-peer networks
  - f) Five (5) years general management experience, including operational, administrative, and budget/management
2. ODJFS will only consider proposals from vendors who have assigned a Rapid Response coordinator who will serve as the project manager, seven representatives to serve on the State/local area rapid response teams, and a layoff aversion coordinator. The required experience and capabilities of these key personnel are outlined in Section 3.3

**Vendors which do not meet ALL the above experience and qualifications will be disqualified from further consideration for contract award.**

### **3.2 Organizational Experience and Capabilities**

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors provide the following:

1. Information on the background of the firm, including any subcontractors, any prior experience relevant to this RFP, historical and current data regarding the vendor's size, organizational structure, and whether the vendor is local, regional or national in scope;
2. Samples of at least one (1), but no more than three (3), similar-sized projects completed in the past five (5) years that demonstrate expertise in or knowledge of the Rapid Response program or working with labor organizations in Ohio, specifically in the establishment of labor-management committees, transition centers, and peer-to-peer networks;
3. One (1) letter of support from, at a minimum, three (3) labor organizations regarding your experience and positive relationships with local unions
4. One (1) letter of reference from each of three (3) different entities (excluding ODJFS) regarding work successfully performed and completed by the vendor within the past five (5) years on projects, which are similar to the size and scope of work specified in this RFP. Each reference must at a minimum, include:
  - a. Company name and address
  - b. Contact person and phone number

- c. Project name, dates of employment/engagement
- d. Description of the services provided by the vendor that relates to the work described in this RFP

**Note:** Multiple contacts for services performed by the vendor for the same projects shall not be considered as separate references. The proposal shall list the specific qualifications that each reference can confirm.

**Note:** Verification of References/Experience

Part of this proposal evaluation process includes verification of vendor references and experience. If ODJFS determines that any of the references/experience provided cannot be verified, or if information obtained during the course of that verification process negates the responsiveness of a vendor's proposal, ODJFS may disqualify a vendor's proposal.

### **3.3 Staff Experience and Capabilities**

The vendor must demonstrate significant expertise by assigning staff to key leadership rolls for this project. Key positions will require profiles and curriculum vitae. The vendor must, at a minimum:

1. Identify, by position and by name, those staff it considers key to the project's success (at a minimum, key staff identified must include a Rapid Response coordinator, seven State/local area rapid response team representatives, and a layoff aversion coordinator).
2. Include resume(s), education and experience of the Rapid Response coordinator and all key staff expected to work on the project (including any subcontractors).
3. Assign a Rapid Response coordinator, who at a minimum:
  - a. Is or shall be Ohio-based (See Sec. 8.24)
  - b. Has at least two (2) years experience working with labor organizations or in workforce development
  - c. Has at least two (2) years of general management experience including operational, administrative and budget/management
  - d. Has at least a bachelor's degree
4. Assign, at a minimum, seven representatives to serve on the State/local area rapid response teams. These representatives should at a minimum:
  - e. Be Ohio-based (see Sec. 8.24)
  - f. Have at least three (3) years experience working with labor organizations
  - g. Have at least three (3) years experience in layoff aversion or workforce development
5. Assign a layoff aversion coordinator, who at a minimum:
  - a. Is or shall be Ohio-based (See Sec. 8.24)
  - b. Has at least three (3) years experience in layoff aversion and/or advising companies on strategies to retain their workforce
  - c. Has at least a bachelor's degree or a minimum of five (5) years experience in workforce development, economic development, and/or labor-management relations

**Important:** It is the affirmative responsibility of the vendor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor

**staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODJFS, all proposals submitted become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

## **SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES**

### **4.1 Number of Participants**

The vendor representatives will serve on the State/local area rapid response teams supporting Ohio's employers and workers facing real or potential downsizing or plant closures. Although the number of dislocated workers varies, the selected vendor must be able to provide critical information during scheduled rapid response meetings as well as provide initial and/or follow-up contact with impacted workers. The selected vendor also will develop, or support existing, labor-management committees, transition centers, and peer-to-peer networks.

### **4.2 Scope of Work**

The purpose of this section of the RFP is to establish mandatory vendor qualifications and experience, and the primary expectations for the functions and performance of the vendor that is selected as a result of this RFP process. The specific details of all the work to be performed by the selected contractor cannot be known at the time of this writing, and will be significantly determined by project needs, including the potential downsizing or plant closures and number of dislocated workers as it varies over time. This RFP, therefore, identifies certain on-going functions that will be required of the successful vendor, as well as other services types or activities that MAY be required.

The selected vendor will provide layoff aversion activities, which are described in Section 4.4. In providing layoff aversion assistance, potential vendors must provide a description of:

- Methods and techniques that will be used to provide layoff aversion assistance
- How layoff aversion activities will be coordinated with existing workforce programs provided by the state
- The method for determining whether and how to provide outreach to a business

Ohio has seven rapid response regions (see Appendix B). The selected vendor must have seven representatives, one for each of the State/local area rapid response teams in each of the rapid response regions. As part of the local team, these representatives will participate in activities outlined in the Rapid Response Procedure Manual (<http://jfs.ohio.gov/owd/wia/rapidresponse/NewRRProcessProcedures.pdf>). The selected vendor must demonstrate the knowledge and experience to implement the activities described in the Rapid Response Procedure Manual.

As part of the State/local area rapid response teams, the selected vendor will be responsible for specific rapid response activities including:

- Labor Management Committees (LMC)
- Transition Centers
- Peer-to-Peer Assistance

A labor-management committee is a committee voluntarily agreed to by labor and management with the ability and purpose to devise and implement a strategy for assessing the employment and training needs of dislocated workers and obtaining services to meet the workers' needs. Committee formation information is presented at the

Initial Meeting with the employer and worker representatives. If labor-management relations are unstable (extremely poor, a strike, work slowdown, etc.), a committee could be counterproductive.

Transition Centers are set up usually on-site or close to the employer location and provide Rapid Response services to workers. Transition Centers may have “business”-and-“off-business” hours to accommodate various shifts of the workers and may be set-up when the workforce system is notified of the layoff. As an example, if the employer has a third shift, the Transition Center needs to be available with staff during the shift.

Transition Centers are only as valuable as the workers use it, meaning that workers need to understand the purpose of the Transition Center, why they should use their time to visit the Transition Center, and the benefits of using the workforce system. In addition, support from both management and the labor representation must exist for the center and the two entities must promote the center to the workers.

The Peer-to Peer Network will complement the services provided by the Rapid Response team and One-Stop operators to bring more dislocated workers into the system. The benefits of the network are increased worker participation and quicker reemployment of dislocated workers.

A peer is someone from the affected workforce, who is a natural leader and has the capacity to empathize, encourage, and engage his or her co-workers. The peer will not necessarily be of the same division of a facility or even from the local area. Peers will be chosen with input from the company, the union and members of the Labor-Management Committee, if applicable. The peer must be dedicated to their fellow workers, willing to be trained and capable of sustained contact with workers, company representatives, One-Stop operators, service providers, and community resources.

Additionally, vendor proposals submitted in response to this RFP must reflect the vendor’s understanding of, and commitment to, perform this Scope of Work fully. The selected vendor will be responsible for the deliverables as described in Section 4.4, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing their proposals, all vendors must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.

#### **4.3 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. [NOTE: 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 current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project; and
- E. 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 sub-contractor staff. The vendor must provide the percentage of time each key management person will devote to the project.

#### **4.4 Specifications of Deliverables**

Throughout the life of the contract expected to result from this RFP process (including any contract renewal periods), the selected vendor will be responsible for meeting OWD needs as generally described in this RFP. This section sets forth the activities and deliverables, which will be required of the selected vendor under the contract expected to result from this RFP. The contracted services shall include, but may not be limited to, the following areas:

- 1) Layoff Aversion activities
  - a) Conduct regular visits with guidance from the Ohio Department of Development and ODJFS to businesses to promote available services and determine their specific needs, if any
  - b) Proactively identify tendencies or business trends that may indicate that a business may be at risk or in need of assistance before layoffs are inevitable
  - c) Collaborate and partner with state Workforce Development professionals to aid businesses with their retention needs
  - d) Offer guidance for direct linkages with state Workforce Development professionals identified in the local rapid response requirements policy and procedures manual
  - e) Offer guidance for direct linkages to local and federal organizations that may provide additional technical assistance, loans and grants to assist businesses with averting or minimizing layoffs
  - f) Identify incumbent worker training opportunities to retrain a business' workforce to maintain the business' viability
  - g) Comply with all state policy and guidance as it relates to layoff aversion and rapid response
- 2) State/local area rapid response team mandated partner
  - a) Serve as a member on each of the State/local area rapid response teams
  - b) As a member of the team, participate in all rapid response activities including, but not limited to:
    - i) Effectively analyzing the data from the employer and determine workers service needs (if available)
    - ii) Identifying potential partners and resources to assist the rapid response team
    - iii) Facilitate a strategic planning session amongst the rapid response team
    - iv) Determining the right option for the employer to discuss at the initial meeting with the employer
    - v) Develop an approach for the initial meeting with the employer including an agenda, decision points, and back-up plans
    - vi) Draft an approved plan for services
    - vii) Update information into OhioRED.gov
    - viii) Draft of a plan for the initial meeting

- ix) Participate in worker orientations disseminating information and materials
- c) As a member of the team, engage the affected union
- i) Identify and contact appropriate local union officials
  - ii) Explain the available services to their workers and how they are delivered
  - iii) Bring union leaders into the process to assist in the planning of rapid response services
  - iv) Advocate for a labor-management committee, if applicable
  - v) Promote and recruit members for the peer-to-peer network
  - vi) Promote the Transition Center and its services, if applicable
- d) As a member of the team, take lead in establishing labor-management committees as outlined in the Rapid Response Procedures Manual
- i) Engage and garner support from the employer and union officials
  - ii) Assist in the selection of members
  - iii) Once formed, provide assistance in the establishment of rules, goals, meeting dates, timeframes, etc.
  - iv) Serve as a resource and mediator for committees
- e) As a member of the team, take lead in establishing Transition Centers, where applicable, as outlined in the Rapid Response Procedures Manual
- i) Advocate to company and labor organizations the value of on-site Transition Centers
  - ii) Work with the company and its local workforce investment area to establish Transition Centers including, but not limited to:
    - (1) Identifying and recommending facility that accommodates all parties
    - (2) Securing facility
    - (3) Determining what services should be delivered
    - (4) Developing times for service and hours of operation
    - (5) Obtaining necessary resources and supplies
    - (6) Developing a staffing plan
    - (7) Training company and union staff on WIA and their role in the center
  - iii) Promote the use of Transition Centers to labor organizations and impacted workers
- f) As a member of the team, take lead in establishing peer-to-peer networks based on aspects outlined in the Rapid Response Procedures Manual
- i) Engage and garner support from the employer and union officials
  - ii) Select peers with input from the company, union and labor-management committee, if any
  - iii) Train peers in:
    - (1) The rules and regulations of the workforce development system
    - (2) Structure and contact information of the One-Stop system
    - (3) Community resources
    - (4) Impact of dislocation on workers
    - (5) Ohio's Unemployment Compensation system
    - (6) Labor Market Information
    - (7) Trade program and services, if applicable
  - iv) Provide resources and support of peers
  - v) Establish a reporting system for peers

### 3) Outreach, education and training

- a) Implement and provide education and outreach services to affected workers, labor organization officials, and companies.
  - i) Review national materials on surviving layoffs and customize for Ohio workers with approval from ODJFS
  - ii) Utilize ODJFS-produced materials and information on its Web site to create information on services available in Ohio
  - iii) Research and provide information on local community resources
  - iv) Assure that all informational materials are provided in a manner and format that may be easily understood
  - v) Distribute information at Rapid Response sessions, during meetings with labor officials, and at labor-management committee meetings that is approved by ODJFS and in support of the efforts of the State/local area rapid response team
  - vi) Train labor representatives who serve on state and local Workforce Investment Boards (WIBs) and the Governor's Workforce Policy Advisory Board (GWPAB).
    - (1) Create and maintain a database of labor representatives who serve on WIBs and the GWPAB
    - (2) Provide information on the workforce development system, key initiatives, services available to Ohio workers, and their role in the system approved by ODJFS
  - vii) Promote and participate in regional training sessions or annual training conference for members of labor organizations, office holders of labor organizations, and labor representatives who serve on state and local Workforce Investment Boards (WIBs) and the Governor's Workforce Policy Advisory Board (GWPAB)

### 4) Reporting Requirements

- a) For layoff aversion activities, the selected vendor must provide on a monthly basis:
  - i) A status report of the names of the businesses
  - ii) Total number of employees
  - iii) Number of potential jobs lost
  - iv) Number of jobs saved
  - v) Number of employees retrained
  - vi) Number of new jobs created
- b) As a State/local area rapid response team mandated partner, the selected vendor must provide on a monthly basis:
  - i) The number of companies served
  - ii) The established role of the vendor for each of the companies served
  - iii) Of those companies, the number of labor-management committees formed, Transition Centers established, and peer-to-peer networks formed
  - iv) Status of and outcomes of labor-management committees and peer-to-peer networks
  - v) The number of Rapid Response sessions held
  - vi) Of those companies with labor organizations, the number of meetings conducted and their outcome
  - vii) Number of successful referrals to the One-Stop centers from meetings with labor organizations, participation in Rapid Response sessions, and peer-to-peer networks
- c) For outreach, education and training, the selected vendor must provide on a monthly basis:

- i) Number of information packets distributed and where
  - ii) Number of successful referrals to the One-Stop centers from meetings with labor organizations, participation in Rapid Response sessions, and peer-to-peer networks
  - iii) Measure and evaluation of training sessions with labor representatives
- d) In addition to the itemized list of expenses submitted with monthly invoices, the selected vendor must provide on a quarterly basis, a progress report detailing financial expenditures in accordance with the accepted budget.
- e) The selected vendor also will submit a final report 30 days after the end of the grant period detailing financial expenditures in accordance with the accepted budget as well as providing narrative on the completion of the deliverables of the RFP identifying best practices and success stories.

#### **4.5 Selected Vendor Compensation Structure**

The total grant award for a single proposal will be for the full duration of the project, from the award date through the termination date. The grant award will strictly correspond with the approved budget.

Compensation will be made monthly via the submission of invoices. Providers must submit valid invoices to ODJFS within ten business days after the last business day of the previous month. Compensation will be made monthly as reimbursement for actual, allowable, expenditures incurred and paid by the selected vendor during the billing period in accordance with the vendor's accepted budget.

### **SECTION V. PROPOSAL FORMAT & SUBMISSION**

#### **5.1 Proposal Submission Information**

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

- **Six (6) paper copies (one signed original and five (5) copies) and one CD-ROM copy of the Technical Proposal;**

It is the vendor's affirmative responsibility to ensure that all copies and all formats of the proposal are identical. Any pages or documents omitted from any or all copies can negatively affect the vendor's score and possibly result in the vendor's disqualification. In the event of any discrepancies or variations between copies, ODJFS is under no obligation to resolve the inconsistencies and may make its scoring and vendor selection decisions accordingly, including the decision to disqualify the vendor.

**AND**

- in a sealed, separate envelope, **six paper copies (one signed original and five copies) and one CD-ROM copy of the Cost Proposal.**

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **May 24, 2010** Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Office-of Legal & Acquisition Services  
Ohio Department of Job and Family Services  
30 East Broad Street, 31<sup>st</sup> Floor,  
Columbus, Ohio 43215-3414  
ATTN: RFP/RLB Unit**

Vendors' original technical and cost proposals must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal." All copies (both paper and CD-ROM) of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

All copies (both paper and CD-ROM) of the original proposal must include identical copies of ALL information, documents, and pages in the original proposal. The entire vendor proposal should be converted into one single secure .pdf document saved to the CD-ROM submitted to ODJFS. If the proposal's size necessitates more than a single .pdf document to contain the entire proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible. The hard-copies and the CD-ROM must be clearly labeled with the vendor's name, submission date, and the name and RFP number for this project.

The requested CD may be used in the formal proposal review processes, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include or to properly label it may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR Rapid Response State Contracted Designee, RFP: R-1011-15-8050 SUBMITTED BY [VENDOR'S NAME HERE]."**

The CD-ROM copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. The CD-ROM copy of the Cost Proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.** Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CDs will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a vendor's proposal submission (*e.g.*, letters of recommendation from past customers of the vendor's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be considered. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31<sup>st</sup> Floor. All proposals must be received **no later than the specified deadline, both time and date**, by the Office of Legal and Acquisitions (OLAS), on the 31<sup>st</sup> Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for proposals delivered to any address other than the address provided above. No late proposals will be considered.**

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

## **5.2 Format for Organization of the Proposal**

### **A. Overall Proposal Organization**

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

The vendor's Technical Proposal must contain the following components (organized in five (5) 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 number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/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  
Request for Taxpayer Identification Number (W-9) Form  
Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Org.

**Tab 2** Vendor Experience & Qualifications  
**Sub-Tab 2a.** Mandatory Vendor Qualifications  
**Sub-Tab 2b.** Organizational Experience & Capabilities  
**Sub-Tab 2c.** Staff Experience and Capabilities

**Tab 3** Scope of Work and Specifications of Deliverables  
**Sub-Tab 3a.** Deliverable 1  
**Sub-Tab 3b.** Deliverable 2  
**Sub-Tab 3c.** Deliverable 3  
**Sub-Tab 3d.** Deliverable 4

**Tab 4** Administrative Structures—Proposed Work Plan

**Tab 5** Vendor Attachments or Appendices

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents.

**NOTE:** Vendors are required to submit **one additional CD-ROM copy** (using TWO CD-ROMs) of their entire proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal including any required or voluntary attachments to it. One document may, at vendor option, be excepted from the electronic technical proposal version: the “Request for Taxpayer Identification Number (W-9) Form” (**provided as RFP Attachment B.**), which is to be signed by the vendor and submitted with the paper copies of the technical proposal. **The CD-ROM containing the Cost Form must be submitted in the sealed envelope containing the hardcopy Cost Form.**

## **B. Technical Proposal Details**

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

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

### **1. (Tab 1) Required Vendor Information & Certifications Request for Taxpayer Identification Number (W-9) Form Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization**

In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in **Attachment A.** to this RFP, entitled “Required Vendor Information & Certifications Document.” Vendors may, at their discretion, either print **Attachment A.**, complete and sign it (in blue ink), 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 (in blue ink), and use that document as the content of their Proposal Tab 1.

Vendors who fail to provide all information and certifications as described in **Attachment A**, in their Proposal Tab 1 risk disqualification.

The vendor must attach the **Request for Taxpayer Identification Number (W-9) Form**, which is provided as **Attachment B**, to this RFP, completed with an original signature in blue ink.

Vendors are required to provide a declaration regarding material assistance to a terrorist organization or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List and described in **Attachment C, Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization**. Vendors MUST print **Attachment C**, complete and sign it (in blue ink), and return it as the content of their Proposal Tab 1. Vendors who fail to provide a signed and completed **Attachment C** risk disqualification. This form may also be accessed and printed at the Ohio Department of Public Safety, Division of Homeland Security's Website at <http://www.homelandsecurity.ohio.gov>.

The signed originals of the above referenced forms (**RFP Attachments A., B., and C.**) are to be provided in the vendor's original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment as required by Section 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.24, 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.

**2. (Tab 2)  
Vendor Experience & Qualifications**

**a. Mandatory Vendor Qualifications (Sub-Tab 2 a.)**

The vendor must include information on the mandatory experience of the vendor, as described in **Section 3.1**, of this RFP.

**b. Organizational Experience and Capabilities (Sub-Tab 2 b.)**

The vendor should include information on the relevant experience of the vendor including any subcontractors; and any prior experience relevant to this RFP, as described in **Section 3.2**, of this RFP.

c. Staff Experience and Capabilities (**Sub-Tab 2 c.**)

Under this section the vendor is required to include resumes, education, experience, and list of related published works of all key personnel for this project, and describe any appropriate supplemental and support staff (including any subcontractors) to be involved, as described in **Section 3.3**, of this RFP.

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

This section should describe in detail how the vendor proposes to perform each tasks of the scope of work identified in Sections 4.2, Scope of Work and in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.4 behind separate sub-tabs as described above.

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

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.3, Administrative Structures—Proposed Work Plan of this RFP.

**5. (Tab 5)  
Vendor Attachments or Appendices**

This section should, at a minimum, include excerpts/samples of work products described in RFP Section 3.2.

**C. Cost Proposal**

**Three** (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR RAPID RESPONSE SERVICES, RFP: R-1011-15-8050 SUBMITTED BY [VENDOR’S NAME HERE].”**

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

Vendors are to complete the Cost Proposal Form, provided as **Attachment F**, to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to provide a group of individual prices for those services defined in Section 4.4 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, as described in Section 1.5, Time Frames & Funding Source, of this RFP.

Vendors are to use the format in **Attachment F, Cost Proposal Form**, to submit their cost proposal for SFYs 11, 12 (etc.) At the vendor's discretion, additional documentation may also be included with the completed **Attachment F.**, 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 4.4 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).

Applicants are to only show expenses directly related to the proposal project (travel may be included, but under certain restrictions) and include a budget narrative and justification which clearly display how approximate costs were determined. Budget and budget item descriptions **MUST** support the objectives outlined for the project as well as any and/or all of the grant applicant's proposed program activities.

#### *Food Purchase Prohibition*

Governor's Executive Order 2007-09S restricts the use of public funds for food-related purchases. No portion of the grant award shall be used for the purchase of food or beverages.

Applicants are to only show expenses directly related to the proposal project and include a budget narrative and justification which clearly displays how approximate costs and allocations were determined. Budget and budget item descriptions **MUST** support the objectives and program activities outlined for the project as well as any and/or all of the grant program activities. The following is to be used as a guideline for acceptable purchases and expenditures. Please note that this does not include every item that may be allowable for purchase using Rapid Response dollars. ODJFS reserves the right to determine whether a grantee's expenditure(s) is allowable or not. Certain expenses must be in compliance with the Office of Budget and Management's (OBM) expense reimbursement policies. Please refer to OBM's policies at <http://obm.ohio.gov/MiscPages/Publish/TravelPolicy.aspx>.

All costs must be incurred during the grant year and after receipt of the grant agreement purchase order. Applicants must attach a succinct budget narrative to explain and justify costs, and to submit it as part of the Cost Proposal.

A Budget Narrative must explain any costs which the applicant has chosen to combine, to explain how hourly rates were achieved, or to make the connections between them and the costs on the proposal.

#### **ATTACHMENT F:**

##### *TAB TWO: PROGRAM STAFF COSTS*

1. Program Staff Costs: Costs related to the activities of the program staff, including personnel salaries, fringe benefits and travel. Examples of position titles may include, but are not limited to: Rapid Response Coordinator, Rapid Response Field Specialists, Workforce Program Analyst, Manufacturer Analyst and/or Counselors. Include the number of positions for each title, the total average annual salary and the percent of their time that will be used for the project.

2. Program Staff Fringe Benefits can be calculated as an Overall Fringe Rate at a specified percentage OR as the cost for Social Security, Workers Compensation/Unemployment Insurance, Retirement Expenses, and itemized Hospital Premiums.
3. Program Staff Travel
  - a. • Personal vehicle mileage
  - b. • Auto travel
  - c. • Up to the maximum state mileage rate

The State reserves the right to deny reimbursement, in total or part, to any grantee which exceeds the maximum allowable amount or which violates OBM's Travel Policy (See <http://obm.ohio.gov/MiscPages/Publish/TravelPolicy.aspx>).

#### *TAB THREE: OPERATIONAL COSTS*

Operational Costs are shown in five separate categories. These are for expenses related to providing the RR program, including instructional materials, manuals, and handouts (excluding the purchase of food), lodging: up to the maximum state lodging rate plus applicable taxes, per diem rate (for lodging) x (number of people) x (number of days). Training dollars can be broken down by registration fees, rental of conference rooms, meeting space, staff offices, equipment rental, and printing costs associated with printing materials (in-house or outsourced), as well as general office supplies and equipment, furniture (i.e. desks, chairs, tables, cabinets) and other items such as postage and publicity/advertising costs (i.e. Brochures, ads, signs).

#### *TAB FOUR: ADMINISTRATION COSTS*

Administrative costs are costs related to the administrative activities of the program including personnel salaries, fringe benefits and administrative staff travel. These costs may not exceed 10% of the total proposed project amount.

#### **D. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:**

- Any vendor's Technical Proposal found to contain any cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.

- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP/RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor *or* sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

## SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

### 6.1 Scoring of Proposals

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Workforce Development 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 will be based upon the criteria specified in Sections I., III., IV., and V. of this RFP. Any proposals not meeting the requirements contained in those sections of this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. In scoring the proposals, ODJFS will score in three phases:

#### A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I. Review. **Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration. Please refer to Attachment E, 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 Sections I, III, IV, V, and VI. of this RFP. Using the score sheet for Phase II scoring (see **Attachment E.** of this RFP for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. **Please refer to Attachment E, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

**IMPORTANT:** Before submitting a proposal to ODJFS in response to this RFP, vendors are strongly encouraged to use the Technical Proposal Score Sheet (**Attachment E.**) and the above technical performance scoring information to review their proposals for completeness, compliance and quality.

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

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

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

If the cost proposals of all technically qualifying vendors (as determined by the scoring process described in this section and by the Technical Proposal Score Sheet, **Attachment E.** to this RFP) are in excess of the available funding for this project, ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal. Vendors may then submit one last and best offer, or may request that ODJFS view its original cost proposal as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, and assuming that one or more have submitted a cost proposal that is within project budget, ODJFS will then consider those vendors' revised cost proposals which are within the budget according to the cost-point assignment process described in this section, above, and in the Technical Proposal Score Sheet, **Attachment E.**, for calculation of the winning score.

**6.2 Review Process Caveats**

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

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

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

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

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

### **6.3 Final Vendor Recommendation**

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

### **6.4 Tie Breaker**

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

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 Protests**

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
  1. The name, address, and telephone number of the protestor;
  2. The name and number of the RFP being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODJFS;
  5. A statement as to the form of relief requested from ODJFS; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal & Acquisition Services, within the following periods:
  1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 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 the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal & Acquisition Services after the time periods set forth in Item B. of this section.
  - D. All protests must be filed at the following location:  
  
Chief Legal Counsel  
ODJFS Office of Legal & Acquisition Services  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215-0423
  - E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
  - F. ODJFS' Office of Legal & Acquisition 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.

## 7.2 Caveats

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

## SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

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

### 8.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage

of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A.**) to report this information and include the completed document in the vendor's proposal as specified in **Section 5.2 B., 1** of this RFP.

## **8.2 Interview**

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

## **8.3 Start Work Date**

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

## **8.4 Proposal Costs**

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section 8.2, above).

## **8.5 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 RFP, RLB or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP (or etc.) 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 this RFP shall become the property of ODJFS. This RFP and, after formal announcement by ODJFS of the results of this RFP project (e.g., notices provided to responding vendors regarding vendor selection, notice of project cancellation, etc.), any proposals submitted in response to the RFP are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, "proposal" shall mean both the technical and the cost proposals (if opened by ODJFS) submitted by the vendor, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to this or any ODJFS RFP which make claims of trade secret information shall be disqualified from consideration immediately upon determination that such unallowable claim has been made.

## **8.6 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 D.** of this RFP;
- B. Many of the terms and conditions contained in the model contract (See **Attachment D.**) are required by state and federal law; however, the vendor may propose changes to the model

contract by annotating the model, and returning it with the vendor's proposal submission. Any changes are subject to ODJFS review and approval;

- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

### **8.7 Travel Reimbursement**

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

### **8.8 Minority Business Enterprise**

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

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

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

6. A copy of the Ohio MBE certificate.

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

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

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

### **8.9 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:

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

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

### **8.10 Public Release of Records**

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

### **8.11 Confidentiality**

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

### **8.12 Key Personnel**

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

### **8.13 Ethical & Conflict of Interest Requirements**

- A. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or refusal by ODJFS to enter into a contract; and
- D. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

### **8.14 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 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. 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.

### **8.15 Waiver of Minor Proposal Errors**

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

### **8.16 Proposal Clarifications**

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

### **8.17 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 D**. to this RFP. Potential vendors are strongly encouraged to read the model contract and to be fully aware of ODJFS' contractual requirements. Additionally, the selected contractor will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

### **8.18 Unresolved Findings for Recovery (R.C. 9.24)**

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

### **8.19 Mandatory Contract Performance Disclosure**

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

### **8.20 Mandatory Disclosures of Governmental Investigations**

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

### **8.21 Mandatory Disclosures of Work Location**

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

### **8.22 Vendor Selection Restriction**

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

### **8.23 Declaration of Material Assistance Requirements**

Any vendor responding to any ODJFS RFP, RLB, or any other procurement opportunity is required to provide certification that the vendor has not provided material support or resources to any organization listed on the "Terrorist Exclusion List" (TEL) maintained by the U.S. Department of State. The Declaration of Material Assistance Form, provided as **Attachment C**, to this RFP, 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/bid. Failure to properly complete the form or to provide it as part of the proposal submitted to ODJFS may result in the disqualification of the vendor's proposal from consideration.

Vendors may access the TEL from the Ohio Homeland Security Office website, located at [www.homelandsecurity.ohio.gov.dma.asp](http://www.homelandsecurity.ohio.gov.dma.asp) or via e-mail to [dma-info@dps.state.oh.us](mailto:dma-info@dps.state.oh.us) for the current list of excluded organizations and additional information.

### **8.24 Ohio Presence Consideration**

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

## **SECTION IX. ATTACHMENTS AND THEIR USES**

- A. Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.*) B.**
- B. Request for Taxpayer Identification Number (W-9) Form (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.*)**
- C. Declaration of Material Assistance Form (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.*)**
- D. ODJFS Model Contract (*For vendor reference purposes*)**
- E. Technical Proposal Score Sheet (*For vendor self-evaluation purposes...do not submit*)**
- F. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, C.*)**

## **SECTION X. APPENDICES AND THEIR USES**

- A. Abbreviations, acronyms and their corresponding definitions**
- B. Rapid Response Regions**

Thank you for your interest in this project.

**Attachment A**  
**REQUIRED VENDOR INFORMATION and CERTIFICATIONS**

**Purpose:** The Ohio Department of Job and Family Services (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**

<b>1. ODJFS RFP/RLB #:</b>	<b>2. Proposal Due Date:</b>
<b>3. Vendor Name:</b>  <small>(legal name of the vendor – person or organization – to whom contract\purchase payments would be made)</small>	<b>4. Vendor Federal Tax ID # or Social Security #:</b>  <small>(this number MUST correspond with the name in Item # 3)</small>
<b>5. Vendor Corporate Address:</b>	<b>6. Vendor Remittance Address: (or “same” if same as Item # 5)</b>
<b>7. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>:</b>  <b>Vendor Representative:</b> <b>Representative's Title:</b> <b>Address:</b> <b>Phone #:</b> <b>Fax #:</b> <b>E-Mail:</b>	
<b>8. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</b>  <b>Vendor Representative:</b> <b>Representative's Title:</b> <b>Address:</b> <b>Phone #:</b> <b>Fax #:</b> <b>E-Mail:</b>	
<b>9. Is this vendor an Ohio certified MBE?    Yes <input type="checkbox"/>    No <input type="checkbox"/>    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 <u>WILL RESULT IN DISQUALIFICATION.</u>)</b>	

**10. 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.

**11. Work Location Declaration: Identify the location(s) (city, state/province, country) where all work for the proposed project will be performed, by the proposing Vendor and by any Subcontractors: \_\_\_\_\_**

**12. 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:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
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:**

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
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, 2004) 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*

### 13. 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 have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) 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.

**14. 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 14 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)**

**15. 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.)**

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form with fields: LAST NAME, FIRST NAME, MIDDLE INITIAL, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE.

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form with fields: BUSINESS/ORGANIZATION NAME, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, PHONE NUMBER.

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
 Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. 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 the company, business or organization referenced on page 1 of this declaration.

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# OHIO DEPARTMENT OF JOB AND FAMILY SERVICES CONTRACT AGREEMENT

**C-00-00-0000**

## RECITALS:

This Contract is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and **Vendor Name** (hereinafter referred to as "CONTRACTOR").

- A. (Optional) ODJFS issued a Request for Proposal (RFP) titled \_\_\_\_\_, numbered \_\_\_\_\_, and dated \_\_\_\_\_, which is hereby incorporated by reference.
- B. (Optional) The ODJFS proposal review team recommended for award the Proposal of CONTRACTOR dated [DATE] which is hereby incorporated by reference.
- C. (Optional) 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 this dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.

## ARTICLE I. PURPOSE; DELIVERABLES

- A. The purpose of this Contract is (**PURPOSE**). CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal. The responsibilities ("Deliverables") are summarized as follows:

### (**DELIVERABLES**)

- B. The ODJFS Contract Manager is **OJFS Contract Manager**.
- 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 ten (10) 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 the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
  - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

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

## ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2013, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

## ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODJFS will pay an amount up to **SFY1 AMT** Dollars (**\$\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. 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. Compensation will be paid ...
- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th 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;
  5. Description of Deliverables performed during the billing period; and

6. Receipt or other proof of costs paid by CONTRACTOR for which CONTRACTOR is seeking reimbursement.
- D. 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 specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
  2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
  3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. 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.
- G. 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 State Biennium, 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, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, 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, Section F;
  2. ODJFS discovers any illegal conduct by CONTRACTOR; or
  3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (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 thirty (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 thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third 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 thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.

- 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;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables; and
  4. 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 A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I 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 G 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 pursuant to ARTICLE I, Section C of this Contract.
- 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 the this Contract.

- D. All notices in accordance with Sections B and C of this ARTICLE will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### **ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION**

CONTRACTOR agrees that all records, documents, writings, and other information, created or used pursuant to this Contract will be treated according to the following terms, and that the terms will be included in any subcontracts 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.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules 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 specified in ARTICLE I 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 B will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. 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 (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. 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. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Section 1320 of the United States Code (42 USC 1320d -1320d(8)) and the implementing regulations found at Title 45, Parts 164.502 and 164.504 of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E 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. 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 (ten) 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 A, 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 (3) years preceding this Contract neither CONTRACTOR nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
  3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) 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.
  5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, 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 B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
  2. **Fair Labor Standards and Employment Practices.**
    - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
    - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training—including apprenticeship—or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status.
    - 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. 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 Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
  4. **Conflicts of Interest.**
    - a. 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 (1) 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 (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
    - b. 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.
    - c. 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 43215-3414. 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.

5. **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 (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

6. **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.

7. **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 eighteen (18).

8. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

9. **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.

10. **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.

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

## ARTICLE IX. 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.

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from 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.
- 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.
- 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 IV. 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.

## 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.

**ATTACHMENT E**  
**RFP#: R-1011-15-8050**  
**Technical Proposal Score Sheet**

**PHASE I: Initial Qualifying Criteria**

**Vendor/Applicant Name:** \_\_\_\_\_

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RFP Section Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	3.1, (4)		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	Vendor’s proposal includes all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A and C to the RFP?	3.1, (3)		
4	Included in those certifications, the vendor states that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	3.1, (5)		
5	ODJFS’ review of the Auditor of State website verifies that the vendor is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	3.1, (5)		
6	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?	4.5 5.2, D.		
7	Does the vendor have at least: Five (5) years of experience working in workforce development, preferably in rapid response, Five (5) years of experience working with labor organizations, Experience in establishing, at a minimum, two (2) labor-management committees, Experience in establishing, at a minimum, two (2) rapid response transition centers , Three (3) years of experience in establishing and supporting peer-to-peer networks, Five (5) years general management experience, including operational, administrative, and budget/management.	3.1, (1)		
8	Has the vendor who assigned a Rapid Response coordinator who will serve as the project manager, seven representatives to serve on the State/local area rapid response teams, and a layoff aversion coordinator. The required experience and capabilities of these key personnel are outlined in Section 3.3	3.1, (2)		

**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 Workforce Development. 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 Requirements

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 **233** points (a score which represents that it “meets” all the evaluation criteria) out of a maximum of **308** 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
<b>REQ. VENDOR INFO. &amp; CERTIFICATIONS</b>							
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RFP.	.5	1				
<b>VENDOR QUALIFICATIONS</b>							
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>							
2	The vendor has included information on the background of the firm, including any subcontractors, any prior experience relevant to this RFP, historical and current data regarding the vendor’s size, organizational structure, and whether the vendor is local, regional or national in scope;	3.2, (1)	2				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
3	The vendor has included samples of at least one (1), but no more than three (3), similar-sized projects completed in the past five (5) years that demonstrate expertise in or knowledge of the Rapid Response program or working with labor organizations in Ohio, specifically in the establishment of labor-management committees, transition centers, and peer-to-peer networks.	3.2, (2)	2				
4	The vendor has included one (1) letter of support from, at a minimum, three (3) labor organizations regarding your experience and positive relationships with local unions.	3.2, (3)	2				
5	The vendor has included one (1) letter of reference from each of three (3) different entities (excluding ODJFS) regarding work successfully performed and completed by the vendor within the past five (5) years on projects, which are similar to the size and scope of work specified in this RFP. Each reference must at a minimum, include: Company name and address, Contact person and phone number, Project name, dates of employment/engagement, Description of the services provided by the vendor that relates to the work described in this RFP	3.2, (4)	2				
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>							
6	The vendor has identified, by position and by name, those staff it considers key to the project's success (at a minimum, key staff identified must include a Rapid Response coordinator, seven State/local area rapid response team representatives, and a layoff aversion coordinator).	3.3, (1)	1				
7	The vendor has included resume(s) education and experience of the Rapid Response coordinator and all key staff expected to work on the project (including any subcontractors).	3.3, (2)	1				
8	The vendor has assigned a Rapid Response coordinator, who at a minimum: Is or shall be Ohio-based (See Sec. 8.24), Has at least two (2) years experience working with labor organizations or in workforce development, Has at least two (2) years of general management experience including operational, administrative and budget/management, Has at least a bachelor's degree	3.3, (3)	1				
9	The vendor has assigned, at a minimum, seven representatives to serve on the State/local area rapid response teams. These representatives should at a minimum: Be Ohio-based (see Sec. 8.24), Have at least three (3) years experience working with labor organizations, Have at least three (3) years experience in layoff aversion or workforce development	3.3, (4)	1				
10	The vendor has assigned a layoff aversion coordinator, who at a minimum: Is or shall be Ohio-based (See Sec. 8.24), Has at least three (3) years experience in layoff aversion and/or advising companies on strategies to retain their workforce, Has at least a bachelor's degree or a minimum of five (5) years experience in workforce development, economic development, and/or labor-management relations	3.3, (5)	1				
<b>SPECIFICATIONS OF DELIVERABLES</b>							
Throughout the life of the contract expected to result from this RFP process (including any contract renewal periods), the selected vendor will be responsible for meeting OWD needs as generally described in this RFP. This section sets forth the activities and deliverables, which will be required of the selected vendor under the contract expected to result from this RFP. The vendor shall fully address how they will complete each of the following Deliverables. For further information concerning each point refer to the RFP reference provided.							
11	Layoff Aversion activities.	4.4, (1)	2				
12	State/local area rapid response team mandated partner	4.4, (2)	2				
13	Outreach, education and training	4.4, (3)	2				
14	Reporting Requirements	4.4, (4)	2				
<b>ADMIN. STRUCTURES—PROPOSED WORK PLAN</b>							
15	The vendor has stated the key objectives of the proposed project and has not simply restated the objectives as identified in this RFP.	4.3, (A)	1				
16	The vendor has provided a technical approach and work plan to be implemented which includes a proposed timeline for the project.	4.3, (B)	2				
17	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	4.3, (C)	2				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
18	The vendor has provided a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project.	4.3, (D)	2				
19	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; included a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor staff and has provided the percentage of time each key management person will devote to the project.	4.3, (E)	2				
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>TOTAL SCORE:</b>							

**Based upon the Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 233 points.)**

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

# BUDGET SUMMARY

	<b>PROPOSED COSTS:</b>
<b>I. <u>PROGRAM STAFF COSTS:</u></b>	
A. Program Staff Salaries	\$ -
B. Program Staff Fringe Benefits	\$ -
C. Program Staff Travel	\$ -
<b><u>TOTAL PROGRAM STAFF COSTS:</u></b>	<b><u>\$ -</u></b>
<b>II. <u>OPERATIONAL COSTS:</u></b>	
A. Occupancy Costs/Building Overhead	\$ -
B. Indirect Costs	\$ -
C. Small Equipment	\$ -
D. Consumable Supplies	\$ -
E. Other Miscellaneous (Itemize)	-
<b><u>TOTAL OPERATIONAL COSTS:</u></b>	<b><u>\$ -</u></b>
<b>III. <u>ADMINISTRATION COSTS:</u> (not to exceed 10% of total)</b>	
A. Administration Staff Salaries	\$ -
B. Administration Staff Fringe Benefits	\$ -
C. Administration Staff Travel	\$ -
<b><u>TOTAL ADMINISTRATION COSTS:</u></b>	<b><u>\$ -</u></b>
<b>TOTAL PROGRAM BUDGET FOR PROPOSED SERVICES:</b>	<b><u><u>\$ -</u></u></b>

<b>I.A. PROGRAM STAFF SALARIES</b>				
<b>Position Title</b>	<b>Number of Positions</b>	<b>Total Average Annual Salary</b>	<b>% of Time</b>	<b>Reimbursable Salary</b>
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL PROGRAM STAFF SALARIES:</b>				\$ -

<b>I.B. PROGRAM STAFF FRINGE BENEFITS</b>	
<b>Fringe Benefit Category:</b>	<b>Payroll Expenses</b>
Overall Fringe Rate @ ____ % OR	
Social Security	
Worker's Compensation/Unemployment Insurance	
Retirement Expenses	
Hospitalization Premiums	
Other: (Identify)	
1. Dental	
2. Life	
3. Eye Care	
4. Disability	
<b>TOTAL PROGRAM STAFF FRINGE BENEFITS:</b>	\$ -

<b>I.C. PROGRAM STAFF TRAVEL</b>			
<b>Program Staff Travel</b>	<b># of Miles</b>	<b>\$ per Mile</b>	<b>Total Proposed</b>
Mileage Reimbursement @ \$.45/mile			-
Registration for Seminars/Training Classes			
Certification Fees			
<b>TOTAL PROGRAM STAFF TRAVEL:</b>			\$ -

<b>II.A. OCCUPANCY COSTS/BUILDING OVERHEAD</b>	
<b>Occupancy Category:</b>	<b>Facility Cost</b>
Rent	
Maintenance & Repairs	
Utilities (if not included in rent)	
Heat & Lights	
Water	
Telephone/DSL Line	
<b>Total Costs:</b>	<b>\$ -</b>

<b>II.B. INDIRECT COSTS</b>			
<b>Total Agency Overhead Expense</b>	<b>Program Cost =</b>	<b>Rate</b>	<b>Indirect Cost</b>
			<b>\$</b>
<p>Note: Other costs below should not be included in the program cost for Indirect Cost. Organizations are required to attach a copy of the current Indirect Cost Plan.</p>			

<b>II.C. SMALL EQUIPMENT PURCHASE</b>			
(Small Equipment is equipment with a value between \$500 and \$5,000)			
<b>Item of Equipment</b>	<b>Quantity</b>	<b>Total Cost</b>	<b>Net Charge</b>
<b>Total Small Equipment Purchases:</b>		<b>\$</b>	<b>-</b>

<b>II.D. CONSUMABLE SUPPLIES</b>			
<b>Supply Category:</b>	<b>Cost</b>	<b># of Mths.</b>	<b>Supply Expenses</b>
Office Supplies			
Training Supplies			
Printing			
Postage			
Other:(Specify) 1			

<b>Total Supply Costs:</b>	<b>\$</b>	<b>-</b>
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<b>II.E. OTHER - MISCELLANEOUS</b>		
<b>Other Costs - Please Specify:</b>	<b>Other Costs</b>	
<b>Total Miscellaneous Costs:</b>	<b>\$</b>	<b>-</b>

<b>III.A. ADMINISTRATION STAFF SALARIES</b>				
<b>Position Title</b>	<b>Number of Positions</b>	<b>Total Avg Annual Salary</b>	<b>% of Time</b>	<b>Reimbursable Salary</b>
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL ADMINISTRATION STAFF SALARIES:</b>				\$ -

<b>III.B. ADMINISTRATION STAFF FRINGE BENEFITS</b>	
<b>Fringe Benefit Category:</b>	<b>Payroll Expenses</b>
Overall Fringe Rate @ ____ % OR	
Social Security	
Worker's Compensation/Unemployment Insurance	
Retirement Expenses	
Hospitalization Premiums	
Other: (Identify)	
1. Dental	
2. Life	
3. Eye Care	
4. Disability	
<b>TOTAL ADMIN STAFF FRINGE BENEFITS:</b>	\$ -

<b>III.C. ADMINISTRATION STAFF TRAVEL</b>			
<b>Administration Staff Travel</b>	<b># of Miles</b>	<b>\$ per Mile</b>	<b>Total Proposed</b>
Mileage Reimbursement @ \$.45/mile			-
Registration for Seminars/Training Classes			
Certification Fees			
<b>TOTAL PROGRAM ADMIN TRAVEL:</b>			\$ -

## **Appendix A**

### **Abbreviations, acronyms and their corresponding definitions**

#### **Date of Actual Qualifying Dislocation, TEGL 14-00, Change 1, Attachment E**

A dislocated worker's last day of employment at the dislocation job. In SCOTI, this information should be recorded in the space demarcated "date" on the Dislocated Worker Details pop-up screen under the Program Data tab (Basic Intake menu). If the individual is still employed at registration, leave this space blank in SCOTI until the dislocation occurs, then record the actual dislocation date.

When determining preprogram quarters for performance measurement, the registration date will be used instead of the dislocation date when the dislocation date is missing or it occurs after the registration date.

#### **Dislocated Worker, WIA, Section 101 (9)**

An individual who-

- (A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment;
- (ii) (I) is eligible for or has exhausted entitlement to unemployment compensation; or (II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one stop center referred to in section 134 (c), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and
- (iii) is unlikely to return to a previous industry or occupation;
- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
- (ii) Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
- (iii) for purposes of eligibility to receive services other than training services described in section 134(d)(4), intensive services described in Section 134(d)(3), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close;
- (C) was self employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
- (D) is a displaced homemaker.

NOTE: "plant or facility" (for purposes of a closing) as "any place of regular, full-time employment or any defined section, department, or unit within such place of employment."

## **Governor's Workforce Policy Advisory Board**

The State workforce investment board that has been appointed by the Governor of the State of Ohio to assist in the development of the State WIA Strategic 5-year plan and advise the Governor on workforce development activities.

## **Local Workforce Investment Areas, WIA, Section 116**

A geographic area comprising single or multiple units of general local governments that are designated as a local workforce investment area by the Governor to receive funds to administer the Workforce Investment Act activities. Local Workforce Investment areas are often called "local areas."

## **Local Workforce Investment Board, WIA, Section 117 (a)**

A board established and certified by the Governor in each local area to set policy for the portion of the statewide workforce investment system within the local area.

## **Ohio Department of Job and Family Services (ODJFS), ODJFS**

A state agency that develops and oversees programs and services designed to help Ohioans become independent through education, employment, job skills, and training. Other ODJFS programs help to ensure a safe and healthy environment for individuals and families who need help caring for their basic needs due to temporary or permanent situations.

## **One-Stop/One-Stop Service Delivery Point (SDP), NVTI**

A location that connects employment, education and training services into a coherent network of resources at the local, state, and national level.

## **One-Stop Center, ODJFS**

A career development center. A single facility characterized by the provision of co located and integrated services offered through a variety of self service, group, and one on one activities. The centers provide customers one point at which to access programs administered by multiple agencies. They offer access to all One Stop career center system services, most of which will be available on site. However, not all services will necessarily be provided on a full time basis.

Each local workforce investment area will have at least one full service center. In terms of services, the center must provide all services defined as "core" to the One Stop system; serve as a

"broker" for services not available on site such as training or support services; provide referrals for services not provided through the One Stop system; provide access to the Internet and other electronic linkages; and coordinate services for customers.

### **One-Stop Comprehensive Center, WIA Section 662.100(c)**

A physical location for a One-Stop center in a local area that must provide WIA core services and provide access to other programs and activities carried out by the WIA One-Stop partners.

### **One-Stop Delivery System, WIA, Section 662.100 (a)**

In general, the One Stop delivery system is a system under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (referred to as One Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long term employment outcomes for individuals receiving assistance.

### **Rapid Response, ODJFS**

Is a process to respond to notifications of plant closings or layoffs at a single site, with no-cost information about the services to workers and employers (e.g., job search techniques, unemployment compensation, stress management, etc.) available to assist them locate and secure new employment. The unit responds to Worker Adjustment and Retraining Notification Act (WARN) notifications of plant closures or mass layoffs.

### **Rapid Response Activity, WIA Section 101(38)**

An activity provided by a State, or by an entity designated by a State, with funds provided by the State under section 134(a)(1)(A), in the case of a permanent closure or mass layoff at a plant, facility, or enterprise, or a natural or other disaster, that results in mass job dislocation, in order to assist dislocated workers in obtaining reemployment as soon as possible, with services including:

- (A) the establishment of onsite contact with employers and employee representatives-
  - (i) immediately after the State is notified of a current or projected permanent closure or mass layoff; or
  - (ii) in the case of a disaster, immediately after the State is made aware of mass job dislocation as a result of such disaster;
- (B) the provision of information and access to available employment and training activities;
- (C) assistance in establishing a labor management committee, voluntarily agreed to by labor and management, with the ability to devise and implement a strategy for assessing the employment and training needs of dislocated workers and obtaining services to meet such needs;

- (D) the provision of emergency assistance adapted to the particular closure, layoff, or disaster; and;
- (E) the provision of assistance to the local community in developing a coordinated response and in obtaining access to State economic development assistance.

### **Trade Adjustment Act (TAA)**

Trade Act programs are available to assist individuals who have become unemployed as a result of increased imports (Trade Adjustment Assistance), imports specifically from Canada and/or Mexico, or a shift in production to Canada and/or Mexico (North American Free Trade Agreement Transitional Adjustment Assistance). The goal is to help such laid off workers return to suitable employment as quickly as possible. Several forms of reemployment assistance are available to aid those who may have lost a job due to an increase in imports.

### **Workforce Investment Act (WIA) Title I, WIA Regulations, Section 660.100**

The purpose of title I of the Workforce Investment Act is to provide workforce investment activities that increase the employment, retention and earnings of participants, and increase occupational skill attainment by participants which will improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation's economy.

The programs under the Workforce Investment Act that involve workforce investment systems. Title I of the Workforce Investment Act includes: Statewide and Local Workforce Investment Systems; State and Local Workforce Policy Boards; One-Stop Systems; Eligible Training Providers for adults, dislocated workers and youth; Youth activities; Adult and Dislocated Worker Employment and Training Activities; Performance Accountability System, Job Corps and National WIA programs administered by the US Department of Labor.

# Rapid Response Coordinators

