



Department of
Job and Family Services

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

May 23, 2014

Dear Ohio Workforce Partners:

The Ohio Department of Job and Family Services (ODJFS), in conjunction with the Governor's Office of Workforce Transformation (OWT) has released a Request for Grant Applications (RFGA), document number JFSR141515807S, for the purpose of soliciting competitive applications from qualifying partnerships for funding for pilot projects to support regional, sector-focused career pathway systems. These proposed projects must be designed to develop a career pathway system that meets the occupational needs of a high-growth, high-demand industry in a JobsOhio region. From among the qualifying applications received for this competitive process, ODJFS, with OWT and other state agency partners, intends to select six pilot initiatives, one in each JobsOhio region.

Applications (also referred to as proposals) submitted to ODJFS in response to this RFGA must include detailed proposed plans to develop and implement industry-driven strategies that focus on building a skilled workforce that meets the occupational needs of the industry. Proposed plans must also demonstrate how workforce success measures will be implemented to track, measure, and report on their project's impact.

If you are interested in submitting a proposal for this important project, please obtain the RFGA 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, 31st Floor, Suite 3150
Columbus, Ohio 43215-3414
PH: (614) 728-5693

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

Sincerely,

Jay Easterling
Deputy Director
Contracts and Acquisitions

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

An Equal Opportunity Employer and Service Provider

Industry Workforce Alliance Partnership Grants

RFGA # JFSR1415158075

**Issued By:
The Ohio Department of Job and Family Services**

May 27, 2014

**REQUEST FOR GRANT APPLICATIONS (RFGA):
Industry Workforce Alliance Partnership Grants
RFGA #: JFSR1415158075**

TABLE OF CONTENTS:

SECTION I.	<u>GENERAL PURPOSE</u>	
1.1	Purpose	1
1.2	Background	2
1.3	Overview and Objectives	4
1.4	Anticipated Procurement Timetable	5
1.5	Internet Question & Answer (Q&A) Period; RFGA Clarification Opportunity	6
1.6	Communication Prohibitions	7
1.7	Time frames and Funding Availability	8
1.8	Applicant Resource Library	8
SECTION II.	<u>MANDATORY QUALIFICATIONS AND REQUIRED COMPONENTS</u>	
2.1	Mandatory Qualifications	9
2.2	Required Application Components	9
SECTION III.	<u>PROJECT PLAN & BUDGET</u>	
3.1	Phase 1 and Phase 2 Strategies	10
3.2	Project Budget	13
SECTION IV.	<u>OTHER REQUIREMENTS</u>	
4.1	Interview	14
4.2	Start Work Date	14
4.3	Application Costs	14
4.4	Trade Secrets Prohibition; Public Information Disclaimer	14
4.5	Grant Agreement Requirements	14
4.6	Application Subcontractors/Sub-recipients	15
4.7	Public Release of Records	15
4.8	Confidentiality	15
4.9	Partnerships	15
4.10	Ethical and Conflict of Interest Requirements	15
4.11	Health Insurance Portability and Accountability Act (HIPAA) Requirements	16
4.12	Combating Trafficking In Persons	16

SECTION V.	<u>APPLICATION FORMAT & SUBMISSION</u>	
5.1	Application Submission	16
5.2	Required Components and Page Limits	17
5.3	Format for Submission of the Application	17
SECTION VI.	CRITERIA FOR APPLICATION EVALUATION & SELECTION	
6.1	Scoring of Proposals	18
	A. Phase I. Review—Initial Qualifying Criteria	19
	B. Phase II. Review—Criteria for Scoring the Technical Proposal	19
	C. Phase III. Review—Criteria for Considering the Proposed Budget	20
6.2	Final Selections	20
SECTION VII.	<u>PROTEST PROCEDURE</u>	
7.1	Protests	21
7.2	Caveats	21
SECTION IIX.	ATTACHMENTS AND APENDICES AND THEIR USES	
Attachment A.	Required Applicant Information and Certifications	20
Attachment B.	ODJFS Model Grant Agreement	21
Attachment C.	Proposal Score Sheet	21
Appendix A.	Definitions	21

REQUEST FOR GRANT APPLICATIONS (RFGA):

Industry Workforce Alliance Pilot Initiative

RFGA #: JFS-R-1415-15-8075

SECTION I. GENERAL PURPOSE & GRANTEE INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) in conjunction with the Governor's Office of Workforce Transformation (OWT) hereby announces this Request for Grant Applications (RFGA) in order to award funds to qualifying partnerships for the development of a career pathway system to build a skilled workforce that meets the occupational needs of high-growth, high-demand industry. The funds awarded are to be used for the enhancement of industry workforce alliances to support the development or enhancement of a sector-focused career pathway system in each of the six JobsOhio regions. Applications submitted to ODJFS in response to this RFGA must include proposed plans to develop and implement industry-driven strategies that focus on building a skilled workforce that meets the occupational needs of the industry. Proposed plans must also demonstrate how workforce success measures will be implemented to track, measure, and report on their project's impact. From among the qualifying applications received for this competitive process, ODJFS, with OWT and other state agency partners, intends to select six pilot initiatives, one in each JobsOhio region.

Applications are to come from existing industry workforce alliances (also known as industry-sector partnerships) that include representatives from at least one Local Workforce Investment Board (WIB); Adult Basic and Literacy Education (ABLE) / GED program providers; an Ohio Technical Center (adult education program), community college or university; and at least one high-growth high-demand industry that operates in the JobsOhio region where proposed pilot projects will be implemented. ODJFS will consider applications from such multi-partner consortia that propose projects to focus not only on improved system performance, but also on the alignment of programs and collaboration among all key partners in the workforce system. The required partners must collaborate within a JobsOhio region to submit applications. Each proposal must identify all members of the existing industry workforce alliance, define their respective roles, and effectively demonstrate each partner's commitment to participate. In order to be considered for funding, a proposal must identify a WIB that will serve as the fiscal agent and subrecipient of the grant award. Local WIBs may serve as fiscal agents and/or partners in more than one application, and possibly in more than one JobsOhio region.

For the purpose of this RFGA, the term “applicant” shall be used to refer to a partnership interested in this opportunity. The terms “application” and “proposal” may be used interchangeably to indicate materials submitted to ODJFS by an applicant in order to be considered for an award of funding as described in this RFGA. The terms “grantee,” “selected partnership,” and “selected applicant” may be used interchangeably in reference to an applicant selected by ODJFS through this RFGA for an award.

1.2 Background

On June 28, 2013, Ohio received a Workforce Investment Act (WIA) Section 503 incentive grant from the United States Department of Labor (USDOL). Section 503 of WIA provides for incentive grants to award states for successful performance in workforce and education programs, including WIA Title IB, WIA Title II, and Adult Education and Family Literacy Act (AEFLA) programs. ODJFS also applied for and received a Health Transformation Innovation Fund grant that will supplement the incentive funds received from USDOL.

States are encouraged to plan activities that promote cooperation and collaboration among the agencies that administer workforce and education programs and consider efforts to improve the effectiveness of the public workforce system. Activities should be:

- *Innovative* – Services and activities beyond those the state conducts with its regular funds for these programs, particularly activities that are authorized through more than one program;
- *Comprehensive and coordinated* – Combined activities and services that are authorized by different programs;
- *Targeted to improving system performance* – Activities that serve those needs and populations that are likely to result in improving state systems of employment, training, and education, including those linking to green occupations and high-growth industries.

Governor Kasich’s vision is to create a business-friendly environment that fosters job creation. The Governor recognizes that a skilled workforce is vital to ensure a vibrant and growing economy. Therefore, the Governor has three overarching goals for Ohio’s workforce system, with corresponding policy priorities.

Goal 1 – Identify business job and skill needs and invest resources to meet those needs.

Goal 2 – Prioritize and align job training and education.

Goal 3 – Reform Ohio’s workforce delivery system.

Education and workforce development are inextricably linked. The better prepared Ohioans are for current and future workforce opportunities, the more success they will experience, and the more attractive Ohio becomes to job creators. With improved alignment and a more innovative approach, both job creators and Ohioans looking to improve their skills can get the help they need.

The Governor’s strategic direction is to create a workforce training system in Ohio that will be:

- Driven by the needs of business;
- Adaptive to rapid change;
- Innovative in design and delivery;
- Entrepreneurial in spirit;
- Responsive to the current and future needs of employers, workers and individuals.

The Governor's Executive Workforce Board and OWT are working to implement key strategies that will support the Governor's strategic direction and transform Ohio's workforce system. These key strategies are:

1. Forecasting Businesses' Most Urgent Workforce Needs;
2. Industry Workforce Alliances;
3. Workforce Success Measures.

Forecasting Business's Most Urgent Workforce Needs

In the fall of 2013, Ohio deployed a job forecasting tool asking businesses to identify their most urgent workforce needs in one year, three years and five years. The job forecasting tool was sent to small, medium and large companies in nine JobsOhio industry clusters plus hospitals. The aggregated results of the survey tool, compiled with existing state labor market information and OhioMeansJobs job posting trend data provides insight into what the workforce challenges are across Ohio.

Industry Workforce Alliances

Too often, there is a gap between the needs of business and existing education and training programs. Therefore, Ohioans are left not having a clear understanding of the skills needed to find and keep an in-demand job within high-growth industries. To address this disconnect, Ohio supports industry workforce alliances that enable industry leaders to drive the dialogue and gain business buy-in while working in partnership with state and local government, education and training providers (secondary and post-secondary education), workforce development agencies, economic development organizations, business and industry associations, and community-based organizations.

Industry workforce alliances can effectively address the skill needs of key industries. Such alliances promote industry growth and competitiveness by: 1) understanding the current and future human capital needs of a targeted sector; 2) developing solutions to address both short-term and long-term skill needs through upgrading the skills of current workers and training jobseekers for in-demand jobs; and 3) assisting high schools, Ohio technical centers, community colleges and universities with the development of career pathways by aligning curriculum and credentials to industry demand to facilitate the advancement of workers at all skill levels, including the least skilled. Industry workforce alliances are guided by multiple employers within the industry to ensure training is tied to in-demand jobs. These alliances can also align and coordinate existing programs and funding streams towards industry needs.

Successful alliances will devise and implement a workforce plan to address both short- and long-term talent and skills gaps. The industry workforce alliance approach helps provide the qualitative and quantitative data needed to understand and interpret the skill gaps and shortages captured through the state's forecasting process. This approach also allows for a constructive dialogue directly with an industry that has critical workforce needs, as opposed to "one-off" solutions created across Ohio. The alliance creates an industry-driven solution to address Ohio's most critical talent shortages.

Workforce Success Measures

Ohio's tax-funded training, career planning, and other supports for workers vary widely across the state. State and local workforce programs lack sufficient performance measures to ensure limited workforce dollars are spent where they are needed the most. Ohio created a set of common performance metrics for the largest workforce programs – Workforce Investment Act, Adult Basic and Literacy Education and Carl D. Perkins Act and state financial aid and scholarships. These measures will ensure workforce dollars are targeted to one clear goal: trained workers are ready for the jobs available. These state-level performance measures will be used in addition to the state or federal performance measures required for education and workforce programs.

The workforce success measures are:

- Skill gains – The percentage of participants who have earned a certificate, diploma, GED®, degree, licensure or industry-recognized credential during participation or within one year of completion;
- Entered employment – The percentage of participants employed in the second quarter after program completion and the percentage of participants employed in the fourth quarter after program completion;
- Average wages – Average earnings in the second quarter after program completion and average earnings in the fourth quarter after program completion;
- Employment stability – Continuous employment of workers in firms benefiting from a workforce program across two time points.

The Governor's goals and strategies for transforming Ohio's workforce system not only focus on improved system performance, but also on alignment of programs and collaboration among all partners in the workforce system. When common state performance measures are adopted, local workforce investment areas and their education and training partners will have a clear understanding of the expectations for creating an effective, uniform, and aligned workforce system.

Career Pathway Systems

In addition to the above-mentioned strategies, there is a focus on the development of career pathway systems to meet Ohio's occupational demand. Career pathway systems offer a more efficient and customer-centered approach to workforce development because they structure intentional connections among adult basic education, occupational training, and postsecondary education programs to meet the needs of both adult learners and employers. Career pathway-oriented workforce development has the goal of increasing individuals' educational and skills attainment and improving their employment outcomes while meeting the needs of local employers and growing sectors and industries.

Career pathway programs offer a clear sequence of education coursework and/or training credentials aligned with employer-validated work readiness standards and competencies. Effective career pathway systems work continuously with employers in their target industry to assess the skills and knowledge needed to re-calibrate curricula, programs and credentials. They also coordinate among multiple education and training providers within a region to develop courses and credentials that demonstrate qualifications from work readiness to advanced level technical skills.

This systems approach makes it easier for people to earn industry-recognized credentials (through more flexible avenues and opportunities for relevant education and training) and to attain marketable skills so they can more easily find work in growing careers. These comprehensive education and training systems are particularly suited to meet the needs of working learners and non-traditional students.

1.3 Overview and Objectives

Funds will be awarded to enhance existing industry workforce alliances to support the development or enhancement of a career pathway system focused on building a skilled workforce based on the occupational needs of a high-growth, high-demand industry. Selected applicants will be required to utilize metrics to track and measure the impact of the project. Projects should focus on coordination and collaboration among all required partners in the workforce system, improved system performance, and alignment of programs and resources to meet the needs of industry and Ohioans.

The projects that ODJFS will select through this RFGA process for funding must be implemented by the grantees in two phases:

- Phase 1: Development or enhancement of a career pathway system that includes contextualized curriculum and experiential learning for the established industry workforce alliances;
- Phase 2: Building a skilled workforce via education and training (defined as short-term classroom training of less than 12 months), on-the-job training (OJT), internships and co-ops with a priority on low-skilled, underemployed or unemployed individuals.

The objectives of this grant initiative are:

- Development of a career pathway system supporting the occupational demand of an industry workforce alliance in a high-growth, high-demand industry.
- Utilization of the career pathway system, increased enrollments in education and training, on-the-job-training (OJT), internships, and co-ops; and increased placements reducing occupational demand in each industry.

1.4 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
May 27, 2014	ODJFS releases RFGA on ODJFS and DAS Web Sites; Q&A period opens. - RFGA becomes active; applicants may submit inquiries for RFGA clarification.
June 9, 2014	Applicant Q&A period for questions closes, 8 a.m. - No further inquiries for RFGA clarification will be accepted.
June 13, 2014	ODJFS provides final answers to applicant questions (estimated).
3:00 P.M., Tuesday, July 1, 2014	Deadline for applicants to submit proposals to ODJFS (3 p.m.). - This is the beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE. (Completed proposals may be submitted at any time during normal business hours prior to this date and time.)
July 9, 2014	ODJFS issues award notification letter (estimated). - Applicants that submitted proposals in response to this RFGA will be sent letters stating whether their proposal was selected for award.
August 1, 2014	Implementation* (estimated—following notification of all contractual and funding approvals). - ODJFS contracts, grants or other agreements are not valid and effective until the state Office of Budget Management approves the purchase order.
July 1, 2015 through June 30, 2016	Contract renewal period** State Fiscal Year (SFY2016). The potential exists for one additional one-year renewal for SFY 2016 (7/1/15 – 6/30/16), at the option of ODJFS.

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.

* According to requirements of ORC 126.07, ODJFS contracts, grants, and similar agreements 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.). Selected applicants 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 Agreement Manager will notify the grantee when the requirements of ORC Section 126.07 have been met.

* * Subject to all applicable approvals, the grant agreement period is expected to run from approximately August 1, 2014, through June 30, 2015, with a renewal to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, from July 1, 2015 through June 30, 2016. As state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (*e.g.*, July 1, 2013 through June 30, 2015), the agreements with the selected entities will be subject to renewal for the Phase 2 award period of the project.

1.5 Internet Q&A Period; RFGA Clarification Opportunity

Applicants may ask clarifying questions regarding this RFGA via the Internet during the Q&A Period as outlined in Section 1.4, Anticipated Procurement Timetable. To ask a question, the following Internet process must be followed:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- * **Select “Doing Business with ODJFS” from the bottom of the page;**
- * **Select “RFP’s” from the left side column;**
- * **Select RFP Number *JFSR1415158075* from the list of competitive opportunities;**
- * **Follow the link to the dedicated web page;**
- * **Select “Submit Inquiry” near the bottom of the web page;**
- * **Follow instructions there for submitting questions; or, to view posted questions and answers,**
- * **Select “View Q and A” near the bottom of the web page.**

Questions about this RFGA must reference the relevant part of this document, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential applicant (or other interested party), the organization’s name, phone number, and e-mail address must be provided to submit an inquiry. The State may, at its option, disregard any questions which do not appropriately reference an RFGA provision or location within the RFGA, or which do not include identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

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

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

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

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

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

1.6 Communications Prohibition

From the issuance date of this RFGA, until notices of awards are issued, there may be no communications concerning the RFGA between any applicants 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 RFGA or the award decisions.

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 1.5, Internet Q&A Period;
- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any applicant which could submit an application in response to this RFGA;
- C. As part of an interview necessary for ODJFS to make a final selection;
- D. If it becomes necessary to revise any part of this RFGA, revisions will be sent in writing to all applicants on the original mailing list for the RFGA, as well as anyone participating in the a clarification process conducted pursuant to Section 1.5, Internet Q&A Period; and
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services:

Requests from potential applicants for copies of previous RFGAs, past applicant applications, score sheets or grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. PRRs, submitted in accordance with directions provided in this Section 1.6, Communications Prohibition, will be honored. The posted time frames for ODJFS responses to Internet or faxed questions for RFGA clarification do not apply to PRRs.

ODJFS is not responsible for the accuracy of any information regarding this RFGA that was obtained or gathered through a source different from the Question and Answer process described in this RFGA. Any attempts at prohibited communications by applicants may result in the disqualification of those applicants' applications.

1.7 Time Frames and Funding Available

ODJFS is seeking to award six grants—one in each JobsOhio region. Phase 1 is anticipated to commence **August 1, 2014**, (or upon notification of all grantees and funding allocations), and end **June 30, 2015**, with a maximum award of \$121,500.00 per grantee for Phase 1 activities. The total amount payable to each grantee for Phase 1 activities will be allocated to each grantee at the commencement of the Phase 1 award period. Phase 2 will commence July 1, 2015 (contingent upon approval and release of funding), and will end June 30, 2016, with a maximum award of \$121,500.00 per grant for Phase 2 activities. The total amount for Phase 2 activities will be allocated to the grantees on July 1, 2015 or upon the execution of renewal agreements, whichever is later. Funds allocated for each phase must be fully expended by the end date for each phase. ODJFS reserves the right to award Phase 2 funds prior to July 1, 2015, based on the successful implementation of Phase 1 activities.

The actual Phase 1 and Phase 2 project periods and award amounts will be identified in the grant agreements executed as a result of this RFGA. The number of awards, the award amounts and/or the project periods may be modified if ODJFS deems it necessary to ensure the greatest impact with respect to the objectives under this initiative and in consideration of the funding available.

Although matching or leveraging additional funds to support Phase 2 of the grant is not required, applications demonstrating that local resources for training will be leveraged, will be preferred.

Applications are qualified if they are in accordance with the application submission requirements, and earn at least the minimum score requirements for quality and completeness of applications, as specified in this RFGA. Scoring and final selections will be completed by a Proposal Review Team (PRT) selected by ODJFS.

Because state law prohibits ODJFS from making financial commitments beyond the current fiscal biennium, the grant agreements with the selected grantees will be subject to renewal for the Phase 2 project period.

ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised project budget if the project budgets of any or all technically qualifying applicants contain cost items that are unallowable, seem excessive, or that exceed allowable limits for select items of cost. ODJFS reserves the right to reject any applications with budgets that exceed the maximum amounts listed in this RFGA.

If funds are not adequately utilized by any grantees over the life of the project/agreement, ODJFS reserves the right to reduce an award, and at its discretion to increase the size of an award made to a more effective grantee.

1.8 Applicant Resource Library

A wide variety of information on ODJFS and its programs is available to the public via the ODJFS website at <http://jfs.ohio.gov>. Additionally, some websites containing information related to this topic that grantees may find useful is as follows:

<http://workforce.ohio.gov/>

<http://jobs-ohio.com/>

<https://www.ohiohighered.org/>

<http://www.development.ohio.gov/>

<http://www.nga.org/files/live/sites/NGA/files/pdf/2013/1301NGASSSReport.pdf>

<http://www.workforceinfodb.org/PDF/CareerPathwaysToolkit2011.pdf>

<http://www.insightcced.org/index.php?page=what-is-sector-initiative>

SECTION II. MANDATORY QUALIFICATIONS AND REQUIRED COMPONENTS

2.1 Mandatory Qualifications

In order to be considered for a grant award resulting from this RFGA, all applicants must meet the following minimum qualification requirements.

Industry Workforce Alliances: All applicants must propose projects as representatives of existing industry workforce alliances that include at least one local Workforce Investment Board (WIB) to serve, if selected for award, as the fiscal agent and subrecipient of the federal funds. The partnership must also include, at a minimum, one or more representatives of each of the following:

1. High-growth, high-demand industries with current and projected job vacancies in the JobsOhio region(s) identified by the applicant as the service delivery area for the proposed project;
2. Adult Basic and Literacy Education (ABLE) programs; and
3. Ohio Technical Centers (adult education programs), community colleges, or universities.

Note: More than one local WIB may be included in the partnership; however, only one will serve as the fiscal agent and must be clearly identified as such in the application.

Applications that do not meet ALL of the mandatory requirements listed above will be disqualified from any further consideration. Additionally, Phase I of the Proposal Score Sheet attached to this RFGA identifies other procedural requirements that must be met in order to be considered for an award.

2.2 Required Application Components

In addition to meeting all Mandatory Qualifications, all applicant submissions must include the following items to achieve the minimum technical score (described in Section VI) needed to qualify for an award:

- A. **Fiscal Agent:** All applicant proposals **must clearly identify a local WIB** to serve as the fiscal agent for the project. Identification must include:
 1. Organization name;
 2. Organization address;
 3. Primary contact person, title, phone number and e-mail address;
 4. Fiscal contact person, title, phone number and e-mail address;
 5. Name of director or person with authority to sign the ODJFS grant agreement; and
 6. OAKS vendor number.
- B. **Lead Entity:** All applicant proposals must clearly identify which industry alliance partner will serve as the lead entity. If selected for an award, the partnership's lead entity will be the primary point of contact throughout the project period and will be responsible for coordination and oversight of the proposed project activities throughout the project period.

1. Organization name;
 2. Organization address;
 3. Primary contact person, title, phone number and e-mail address;
 4. Name of the authorized representative who will sign the ODJFS grant agreement.
- C. **Partners:** All applicant proposals must clearly identify and describe each partner and include a narrative that details the roles and responsibilities that each partner will fulfill during each phase of the pilot project. Letters of commitment from each partner must be included as part of the application. The inclusion and involvement of the required partner(s) in the industry workforce alliance must be in place at the time of application submission.
- D. **Partnership History:** All applicant proposals must include the history of the industry workforce alliance, including the date of establishment, members, purpose, and specific outcomes of activities or strategies implemented by the partnership to date.
- E. **JobsOhio Region:** Proposals must identify which JobsOhio region or regions would be included in the pilot initiative. Applicant submissions must show that the selected industry represented in the alliance operates and has current or projected workforce needs in the region listed.
- F. **Career Pathway System:** All applicant proposals must demonstrate applicants' readiness to develop or enhance a career pathway system and must describe any efforts that have been made to plan or develop a career pathway system, the current stage of career pathway system development, and the anticipated steps to enhance or fully develop a career pathway system.

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

SECTION III. PROJECT PLAN AND BUDGET

3.1 Scope of Project Work

- A. **Phase 1 and Phase 2 Strategies:** All applicant proposals must describe the strategies and anticipated outcomes that will be used to achieve the objectives of each phase of the pilot initiative. It is the expectation of ODJFS that the proposed scope of work and anticipated outcomes will vary among the applicants; however all must demonstrate alignment with the objectives and guidelines listed below:
1. **Phase 1:**
Objectives
 - a. Increased collaboration among partners specifically related to the use of performance measures and tracking activities and services; and
 - b. A career pathway system designed to implement industry-driven strategies that meet the workforce needs of high-growth, high-demand industries in the region.

Guidelines

The scope of work for this phase must clearly describe the strategies, steps, and activities that would be performed to develop or enhance a career pathway system driven by the occupational needs of the industry or industries represented in each partnership. The Phase 1 scope of work should include:

- a. A description of the industry (or industries) represented in the alliance that explains how the industry is “high-growth, high-demand” and how the industry operates in the selected JobsOhio region;
- b. An overview of the current regional workforce profile, using ODJFS Labor Market Information (LMI), that describes the current unemployment rate, projected replacement and new growth in occupations in the identified industry, and skills sets;
- c. The occupational needs of the industry, including a list of each position currently or projected to be in demand, and the skills and qualifications required for each position;
- d. A description of strategies to identify and recruit other employers, industry representatives, other local government entities, and/or community organizations to join the alliance and/or to provide services as part of the career pathway system;
- e. A description of strategies to develop or modify educational and training programs and related services. These strategies are to be industry-focused and should qualify participants for the occupations in demand. The types of training (including classroom training, on-the-job training (OJT), internships, and co-ops) anticipated to be offered during Phase 2 are to be specified, as well as the strategies to link the training programs and related services into an industry-driven career pathway system—emphasizing any strategies to leverage or combine funding or other resources;
- f. A timeline for completion of Phase 1 activities; and,
- g. Anticipated outcomes of completed Phase 1 activities that include benchmarks to measure progress.

2. Phase 2:**Objectives**

- a. The delivery of the developed curriculum through classroom education and training (short-term, defined as less than 12 months), on-the-job training, internships or co-ops to eligible participants. Eligible participants include low-skilled, underemployed and/or unemployed individuals;

- b. Increased enrollments in the services and activities planned during Phase 1 to meet the occupational demands of high-growth, high-demand industries in the region;
- c. Increased job placements in industry occupations; and
- d. Reduction in the occupational demand of the industry.

Guidelines

The scope of work for this phase must clearly describe the strategies to begin delivery of programs and services through the newly developed/enhanced career pathway system and to have a fully operational career pathway system at the end of the Phase 2 period. The Phase 2 scope of work should include:

- a. A description of the strategies to begin service delivery through the new or enhanced career pathway system;
- b. A description of outreach and recruitment strategies to maximize participation and ensure a sufficient pool of skilled workers for the various industry occupations;
- c. A description of strategies to determine the appropriate career pathway for each participant in consideration of local industry occupational demands;
- d. Anticipated timeframes for completion of each type of training program;
- e. A timeline for completion of Phase 2 activities that includes benchmarks to measure progress; and
- f. Anticipated outcomes of completed Phase 2 activities.

- B. Outcomes and Workforce Success Measures:** All applicant submissions must describe how Phase 1 and Phase 2 activities will be monitored, tracked, and measured using the workforce success measures developed by the State; how participant outcomes will be tracked beyond the pilot project period; and how the workforce success measures will be incorporated into the new/enhanced career pathway system.

Additional outcomes for this pilot initiative are highlighted below for each phase.

1. Phase 1 Outcomes:

- a. Number of partnering entities at project completion compared to project inception;
- b. Advancements that occurred within the delivery of the project due to the broadening of the alliance members;

- c. Regional barriers that were identified and removed as part of the implementation.

2. Phase 2 Outcomes:

- a. Number of participants served and percentage of participants that successfully completed the program compared to planned participants;
- b. Number of participants who received a license or credential;
- c. Number of participants who secured employment.

C. Reporting Requirements: All applicants selected for award will be required to collect participant data and report to ODJFS as described below, therefore, all applicant submissions must describe reporting procedures and procedures to protect confidential information.

1. **Participant Information:** Information on all individuals who participate in training programs and receive services through the new/enhanced career pathway system must be reported in the Ohio Workforce Case Management System (OWCMS). This includes participant enrollment data (demographics) as well as data on the participants' progress, services received (training, OJT, internship, or co-op), and participant outcomes (placement, occupation, and wage).

Note: Individual-level participant data (name, address, Social Security number, etc.) is considered confidential under federal and state law and must be accessible only to authorized personnel who need the information to perform assigned responsibilities under the pilot project.

2. **Quarterly Reports:** Quarterly reports on the progress of grant activities with respect to the objectives and anticipated outcomes and expenditure reports that compare actual costs to budgeted costs must be submitted to ODJFS on a quarterly basis.
3. **Final Report:** A report that details the outcomes for each phase of the pilot project, best practice strategies identified during the pilot project period, and strategies to continue operation of the industry-driven career pathway system beyond the pilot project period must be submitted to ODJFS at the end of the pilot project period.

3.2 PROJECT BUDGET

Budget and Budget Narrative: All proposals must include a budget narrative and line-item budget for how funds will be expended. All expenditures will be subject to the same federal and state rules for expenditures that are applicable to local WIA programs—including, but not limited to—the rules prescribed in 20 CFR 667, the applicable Office of Management and Budget Circulars, and Section 5101:9-31-01 of the Ohio Administrative Code (OAC). Any leveraged funds or resources must identify the source of the funding (or resource), the amount and the costs or activities for which the leveraged funds or resources will be used. Costs must be allowable expenditures under federal and state funding rules to count as leveraged funds under the project.

SECTION IV. OTHER REQUIREMENTS**4.1 Interview**

ODJFS reserves the right to select from responding applicants for interviews and may not interview all applicants submitting applications. The grant applicant shall bear all costs of any scheduled interview.

4.2 Start Work Date

The applicants selected for award 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 grantees will be notified by the ODJFS Grant Manager when work may begin. Any work begun by the grantee prior to this notification will NOT be reimbursable by ODJFS.

4.3 Application Costs

Costs incurred in the preparation of applicant submissions are to be borne by the applicants; ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with any application review interviews (if applicable) will not be ODJFS' responsibility.

4.4 Trade Secrets Prohibition; Public Information Disclaimer

Applicants are prohibited from including any trade secret information as defined in ORC 1333.61 in their applications in response to any ODJFS RFGA, Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all applications voluntarily submitted in response to any ODJFS RFGA to be free of trade secrets and such applications shall, in their entirety, be made a part of the public record.

All applications and any other documents submitted to ODJFS in response to any RFGA, RLB, etc., shall become the property of ODJFS. After the selection of the applicants that will receive grants as a result of the RFGA process, any applications submitted in response to an RFGA are deemed to be public records pursuant to ORC 149.43. The term "application" shall mean both the technical and the program budget, if opened, submitted by the applicants and any attachments, addenda, appendices, or sample products.

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

4.5 Grant Agreement Requirements

- A. ODJFS will execute grant agreements with the local WIBs serving as the fiscal agents and (if different from the fiscal agents) the lead entities of the selected applicants. All partners (not included as parties to the grant agreement), vendors, or other organizations that will perform work under the grant will be subcontractors/subrecipients of the local WIBs (and lead entities, if applicable) and will be subject to the applicable terms and conditions of the grant agreements.
- B. Payments for Phase 2 of the project will be contingent upon continued availability of funds;
- C. Any and all subcontractors/subrecipients of selected applicants will be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Therefore, the confidentiality provisions included in the grant agreement between ODJFS and the selected applicants must be included in any and all subrecipient agreements executed by the

selected applicants for work under the grant. Any violation of confidentiality will result in an immediate termination of the grant agreement, and may result in legal action;

- D. As a condition of receiving a grant award from ODJFS, the selected applicants, and any subcontractors/subrecipients, shall certify compliance with any court order for the withholding of child support that is issued pursuant to Section 3119, 3121, 3123, and 3125 of the ORC. The selected applicants and any subcontractors/subrecipients must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency to ensure that any and all child support obligations established under state law are met;
- E. The selected applicants and any subcontractors/subrecipients, agree to be monitored by ODJFS staff on an annual or as needed basis; and,
- F. By signing a grant agreement with ODJFS, an applicant agrees that all necessary insurance is in effect.

4.6 Applicant Subcontractors/Subrecipients

All applicants must identify any and all subcontractors/subrecipients that will perform work under the grant, if known by applicants at the time the application submissions are being prepared. This includes partners that are not the fiscal agents or lead entities of applicants. If selected for a grant award, applicants must execute subrecipient agreements with each subcontractor/subrecipient—including those solicited after applicants' were selected for award.

4.7 Public Release of Records

Public release of any evaluation or monitoring reports funded under the grant 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.

4.8 Confidentiality

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

4.9 Partnerships

Applicants must immediately notify ODJFS if any of the required partners identified in the applicant submissions withdraw from the partnership. If a partner withdraws prior to ODJFS' selection of the applicants that will receive grants and the partner was the sole representative of the required program or of the industry, the applicant will no longer be eligible for consideration under this RFGA. If a partner withdraws after an applicant is selected for award, ODJFS will maintain the discretion to either allow reasonable time for the applicant to enlist another eligible organization to fill the vacancy or to terminate the grant agreement, if executed.

4.10 Ethical and Conflict of Interest Requirements

- A. No individual, company or organization seeking an award of ODJFS funds 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 individual, company or organization seeking an award of ODJFS funds will solicit any ODJFS employee to violate any of the conduct requirements for employees;

- C. Any individual, company, or organization acting on behalf of ODJFS, or that is operating a program or performing activities with funding provided by ODJFS shall refrain from activities that could result in violations of ethics and/or conflicts of interest. Any ODJFS grantee, contractor, subgrantee, or subcontractor or any of their employees, partners, or subcontractors/subgrantees that violates the requirements and prohibitions defined here or prescribed in Section 102.04 of the ORC is subject to termination of the agreement/contract or refusal by ODJFS to execute a contract/agreement; and
- D. ODJFS employees and any individual or organization that violates Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

4.11 Health Insurance Portability & Accountability Act (HIPAA) Requirements

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

4.12 Combating Trafficking In Persons

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

SECTION V. APPLICATION FORMAT & SUBMISSION

5.1 Application Submission

A. Submission deadlines:

1. The application must be prepared and submitted in accordance with instructions found in this section. Applicants are to submit six (6) hard copies of the entire applicant proposal, and one additional copy of the entire application, on a CD-ROM, in non-rewriteable CD format. One of the hard copies should be identified as the “original” containing the originals of all forms and letters that carry signatures. The requested CD would be used for storage/archiving purposes only, and not for purposes of application evaluation. Compliance with this request is a mandatory requirement for all ODJFS RFGAs, as the agency lessens its dependence upon paper records. Applications must be received by ODJFS, Office of Contracts and Acquisitions, **no later than 3:00 PM On July 1, 2014.** Applications received after this date and time will not be reviewed. Material mailed or submitted separately from the application packet will not be accepted or added to the application by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

Office of Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, OH 43215

2. For hand delivery on the due date, applicants are to allow sufficient time for downtown delivery (address as stated above) and security checks at the building entrance and again on the 31st Floor. All applications hand-delivered on the due date will be accepted at the ODJFS Bid Room which is managed by the Office of Contracts and Acquisitions on the 31st Floor of the Rhodes Tower.
3. All submissions must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be included in previous submissions nor be considered. No confirmations of mailed applications received will be sent.

- B. **Acceptance of terms:** Submission of an application indicates acceptance by the applicant of the conditions contained in this RFGA, unless clearly and specifically noted in the application submitted and confirmed in the grant agreements between ODJFS and the applicant selected.

5.2 Required Components and Page Limits

- A. Identification of Fiscal Agent and Lead Entity, and JobsOhio region(s) – No more than one page
- B. Partner Information and Roles – Narrative of no more than two pages
- C. Partnership History – Narrative of no more than one page
- D. Readiness for Career Pathway System – Include in the Scope of Work
- E. Scope of Work – No more than 10 pages
- F. Budget and Budget Narrative – No more than two pages
- G. Partner Letters of Commitment – One from each partner

5.3 Format for Submission of the Application

To be accepted and forwarded to the RFGA Proposal Review Team (PRT), an application must include an application prepared as described in this section. The application must contain all the information specified and requested for each of the components listed below. Additionally, the application must meet the requirements of this section of this RFGA to be accepted. The applicant is required to submit an original signed (in blue ink) and completed Transmittal Letter/cover letter from the lead entity.

The application must contain the following components (organized in 6 primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be provided as an appendix to the application and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials that was/were not required in the RFGA. ***Applicants must limit their Technical Application (excluding Tab 1 and Tab 5) to 50 pages. All pages are to be sequentially numbered.***

Applicants must organize their application in the following order:

- Tab 1** Cover letter; and,
Mandatory Qualifications
- Sub-Tab 1a.** Cover Letter; Lead Entity, Fiscal Agent, JobsOhio region
 - Sub-Tab 1b.** Partner Information and Roles
 - Sub-Tab 1c.** Alliance History

- Tab 2** Scope of Work (As defined in Section 3.1)
- Sub-Tab 2a.1** Phase 1 Strategies
 - Sub-Tab 2a.2** Phase 2 Strategies
 - Sub-Tab 2b.** Outcomes and Workforce Success Measures
 - Sub-Tab 2c.** Reporting Requirements

- Tab 3** Budget Information
- Sub-Tab 3a.** Line Item Budget
 - Sub-Tab 3b.** Budget Narrative

- Tab 4** Partner Letters of Commitment

Tab 5 Required Applicant Information and Certifications Document **RFGA Attachment A**

In this tab, the applicant is required to provide required information and certifications of eligibility for state awards, as described in Attachment A to this RFGA, entitled “Required Applicant Information & Certifications Document.” Applicants may, at their discretion, either print the attachment, complete and sign it, and return it in their proposal Tab 5; or they may provide all the required information and certifications (each fully re-stated from Attachment A) on their own letterhead, properly signed, and include that replication in their proposal Tab 5. Applicants who fail to provide all information and certifications as described in Attachment A in their proposal Tab 5 risk disqualification.

Tab 6 (Optional – at vendor’s discretion, to be used as needed) Vendor attachments, appendices, or additional explanatory materials may be provided here (for example, excerpts or samples of work products).

IMPORTANT – APPLICANT DISQUALIFIERS FOR APPLICATION ERRORS: The application, which is defined as any part of the applicant's application, such as work plan, resumes, letters of recommendation, letters of cooperation from any sub-grantees, etc., whether required by ODJFS or sent at applicant's discretion, may be disqualified by ODJFS for consideration if it contains:

- any trade secret, proprietary, or confidential; or,
- any sensitive personal information on applicant *or* sub-recipient staff (e.g., social security numbers, personal addresses).

SECTION VI. CRITERIA FOR APPLICATION EVALUATION & SELECTION

6.1 Scoring of Applications

ODJFS will contract with a grantee(s) that best demonstrates the ability to meet requirements as specified in this RFGA. Grant applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Project Budget. All applications will be reviewed and scored by a Proposal

Review Team (PRT), comprised of staff from ODJFS, Office of Workforce Development and/or their designees. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and grantee selection process. Final selection of the grantees will be based upon the criteria specified in Sections II., III., IV., and V. of this RFGA. Any applications not meeting the requirements contained in those sections will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all applications, in whole or in part, received in response to this request. The PRT may waive minor defects that are not material when no prejudice will result to the rights of any grant applicant or to the public. In scoring the applications, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, applications submitted must pass all Phase I. Review. **Any “no” for any Phase I. criteria as identified on the score sheet will eliminate an application from further consideration.**

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

The PRT will then collectively score those qualifying technical applications, not eliminated in Phase I. Review, by assessing how well the applicant meets the requirements as specified in Sections II., III., and IV. of this RFGA. Using the score sheet for Phase II scoring (see Attachment C of this RFGA for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical application.

A maximum of 388 points will be awarded for the application. An application must achieve a total of at least 302 points out of the possible 388 points to qualify for consideration. Any application which does not meet the minimum required technical application points will be disqualified from any further consideration.

All Phase II technical application evaluation criteria will be scored according to the following scale, based on a proposed plan’s ability to meet ODJFS needs. The Application Score Sheet (see Attachment C) uses the following point values for rating each requirement.

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

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”-a particular RFGA requirement was not addressed in the grant applicant’s application, **Score: 0**

“Partially Meets Requirement”- grant applicant’s application demonstrates some attempt at meeting a particular RFGA requirement, but that attempt falls below acceptable level, **Score: 6**

“Meets Requirement”- grant applicant’s application fulfills a particular RFGA requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

“Exceeds Requirement”- grant applicant’s application fulfills a particular RFGA requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations, **Score: 10**

IMPORTANT: Before submitting an application to ODJFS in response to this RFGA, applicants are strongly encouraged to use the Technical Application Score Sheet (Attachment C) and the above technical performance scoring information to review their applications for completeness, compliance, and quality.

C. Phase III.—Criteria for Considering the Project Budget

If the project budgets of any technically qualifying applicant (as determined by the scoring process described in this section) is not compliant with the funding guidelines for this project, or if any items seem excessive, ODJFS may, at its sole discretion, negotiate for a revised project budget. ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS determine, for any reason, to adjust the scope of the project for which this RFGA is released.

6.2 Final Selections

The PRT may recommend for selection as many or as few applicants as budget and successful applications allow. ODJFS is under no obligation to issue agreements as a result of this or any solicitation if, in the opinion of ODJFS and the proposal review team, applications are not responsive to the objectives and needs of the Department, or if only an insufficient number of applicants are deemed responsive. ODJFS reserves the right to make no awards should ODJFS decide not to proceed. After issuance of any award notification, ODJFS reserves the right to rescind the award and choose the next most responsive applicant, if ODJFS and the recommended applicant are unable to come to a mutually acceptable contractual agreement.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any potential, or actual, applicant objecting to the award of a contract resulting from the issuance of this RFGA 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 RFGA. 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 RFGA being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Contracts and Acquisitions, within the following periods:
 1. A protest based on alleged improprieties in the issuance of the RFGA 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 1.4, Anticipated Procurement Timetable, of this RFGA.

2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding the State's intent to make the award. The date on these ODJFS letters to responding applicants is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The applicant(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

ODJFS reserves the right not to select any grant applicants should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the agency website. All Applicants are responsible for obtaining any such changes without further notice by ODJFS. After issuance of any award notification, ODJFS reserves the right to rescind the award and choose the next most responsive applicant, if ODJFS and the recommended applicant are unable to come to a mutually acceptable contractual agreement.

SECTION VIII. ATTACHMENTS AND THEIR USES

Attachments:

- A. Required Applicant Information and Certifications
- B. ODJFS Model Grant Agreement *(For general reference purposes only; actual agreement may differ)*
- C. Technical Application Score Sheet *(For applicant self-evaluation purposes...do not submit)*

Appendix:

- A. Definitions

Thank you for your interest in this important project.

RFGA R1415158075
Attachment A

REQUIRED GRANTEE INFORMATION and CERTIFICATIONS

Purpose: The Ohio Department of Job and Family Services (ODJFS) requires the following information on applicants who submit proposals or applications in response to any ODJFS Requests for Grant Applications (RFGAs), in order to facilitate the development of the grant with the selected applicant. ODJFS reserves the right to reject your application 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 application. **Failure to provide such required information will result in your application’s immediate disqualification.**

Instructions: Provide the following information regarding the applicant organization submitting the application. Applicants 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 applications. 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 applicant. Applicants are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODJFS.

IMPORTANT: If the RFGA specified a maximum page limit for applicant proposals, 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.

Applicants must provide all information

1. ODJFS RFGA #:	2. Application Due Date:
3. Name: (legal name of the grantee – person or organization – to whom grant payments would be made)	
3a. Grantee’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Grantee Corporate Address:	5. Grantee Remittance Address: (or “same” if same as Item # 4)
6. Print or type information on the grantee representative/contact person <u>authorized to answer questions on the application:</u>	
Grantee Representative NAME and TITLE:	
Address:	E-Mail Address:
	Phone #: _____
	Fax #: _____
7. Print or type the name of the grantee 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 #6, provide the following information on each such representative and specify their function):	
Grantee Representative NAME and TITLE:	
Address:	E-Mail Address:
	Phone #: _____

Fax #: _____

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

9. Mandatory Grantee Certifications:

ODJFS may not enter into agreements with/make purchases from any organizations that have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Organizations responding to any ODJFS RFGA 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 application.**

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

AND

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

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.

10. Equal Employment Opportunity Information on the Grantee and any Sub-grantee(s)

A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately:

	Nationwide	Ohio Offices
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

B. If you are the selected vendor, will you subcontract any part of the work?

NO -or- YES, but for less than 50% of the work -or- YES, for 50% or more of the work

If yes, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

Subcontractor's Estimated Percentage of Total Project (in % of work, not % of dollars): _____

If 50% or more of the work will be subcontracted, then ALSO provide the following information on ALL proposed sub-grantees:

	Nationwide	Ohio Offices
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

C. Identify all state grants which the grantee has since the beginning of the last fiscal year (i.e., since July 01, 2012) through this fiscal year to date. Also include grants approved for ODJFS or institutions of higher education:

Total number of grants: _____

For each state grant, list the state agency and provide the following information:

State Agency/Educational Institution: _____
Grant Dollar Amount: _____

State Agency/Educational Institution: _____
Grant Dollar Amount: _____

State Agency/Educational Institution: _____
Grant Dollar Amount: _____

Attach additional pages if needed

11. Grantee Ethics Certification

As a grantee receiving grants from the State of Ohio, I certify on behalf of _____ (name of vendor or grantee):

(1) I have reviewed and understand Ohio ethics and conflict of interests' laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.

(2) I acknowledge that failure to comply with this certification is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

12. I have read the ODJFS Model Grant attached to the RFGA, and if awarded a grant, 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 grantee. All requested changes to model contract language are subject to ODJFS approval.)

13. I _____, (grantee representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (grantee'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 application in response to this ODJFS RFGA is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

14. **Location of Business Declaration:** Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE "LOCATION OF BUSINESS FORM," WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

**RFGA R1415158075
Attachment B**

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

G-1415-00-0000

RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and the **Vendor Name** (SUBGRANTEE) is created pursuant to the Subgrant awarded by ODJFS to SUBGRANTEE. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

The Subgrant is made pursuant to the following federal award: **Award Title**, CFDA number _____, award number _____, which was awarded by the United States Department of _____. This Agreement is not for research and development purposes.

- A. **ODJFS issued a Request for Application (RFA) titled _____, numbered _____, and dated [DATE], which is hereby incorporated by reference.**
- B. **The ODJFS proposal review team recommended for award the Application of SUBGRANTEE, submitted by SUBGRANTEE on [Date] which is hereby incorporated by reference.**
- C. **In the event of any inconsistency or ambiguity between the provisions of the RFA, the Application, or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFA and the Application, the RFA 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 Agreement and the budgetary and statutory constraints of ODJFS.**

DEFINITIONS

- A. For the purposes of this Agreement, the terms “auditee,” “auditor,” “audit finding,” “CFDA number,” “Federal award,” “Federal awarding agency,” “Federal program,” “internal control,” “management decision,” “non-profit organization,” “Office of Management and Budget (OMB),” “pass-through entity,” “single audit,” “state,” and “subrecipient” have the same meanings as provided in section. 105 of OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- B. For the purposes of this Agreement, the terms “awarding agency,” “equipment,” “real property,” “subgrant,” “subgrantee,” “supplies,” “suspension,” and “termination” have the same meanings as provided in Title 29, Part 97 of the Code of Federal Regulations (CFR).

ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES

- A. This Agreement **[allows SUBGRANTEE to] [will] INSERT PURPOSE. INSERT LEGAL AUTHORITY IF AVAILABLE. SUBGRANTEE will perform its responsibilities under this Agreement in accordance with the RFA and the Application.** The responsibilities (Subgrant activities) are summarized as follows:

(SPECIFIC DELIVERABLES)

- B. The ODJFS Agreement Manager is **ODJFS Agreement Manager Name**.
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten business days after SUBGRANTEE's receipt of the requests or instructions. ODJFS and SUBGRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Subgrant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. SUBGRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.
- D. The SUBGRANTEE to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by ODJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB Circular A-133. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Circular A-133 for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from **Start Date**, or upon signature of the Director of ODJFS, whichever is later, through **End Date**, unless this Agreement is suspended or terminated prior to the expiration date. **This Agreement may be renewed through June 30, 2017, 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 SUBGRANTEE if ODJFS decides to renew this Agreement. SUBGRANTEE will not obligate resources in anticipation of a renewal until notice is provided.**
- B. It is expressly understood by both ODJFS and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, 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 Agreement Manager will notify SUBGRANTEE when this certification is given.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is **Total Dollar Amt Dollars (\$Total)** ODJFS will provide SUBGRANTEE with funds in an amount up to **[SFY1 Dollar Amt] Dollars (\$SFY1) for State Fiscal Year [SFY1] and up to [SFY2 Dollar Amt] Dollars (\$SFY2) for State Fiscal Year [SFY2]** expressly to perform the Subgrant activities. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.

[SUBGRANT ADVANCE]

- B. **Payment:**
 - 1. **SUBGRANTEE may submit a request for a Subgrant Advance (Advance) of [Total Dollar Amt Dollars (\$Total)]. The Advance will be awarded after appropriate invoicing pursuant to this ARTICLE.**

2. The remainder of the Subgrant will be paid as reimbursement for actual, allowable, expenditures incurred and paid by SUBGRANTEE during the billing period pursuant to SUBGRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached]. The ODJFS Agreement Manager may provide written approval to SUBGRANTEE for requested budget changes that do not exceed the amount listed in this ARTICLE for the Agreement period. Such approval may be made without formally amending this Subgrant Agreement.

3. SUBGRANTEE must conduct a funds reconciliation of the Advance no later than 30 calendar days from the end of the Agreement period. SUBGRANTEE will return any Advance funds that exceed actual expenditures paid by SUBGRANTEE and confirmed by invoices. The ODJFS Agreement Manager will instruct SUBGRANTEE on the manner in which to return the unused funds.

[BUDGET REALLOCATION]

C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs listed below will require a formal amendment to this Agreement.

[TRAVEL REIMBURSEMENT]

D. It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. SUBGRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.

B. Compensation will be made as reimbursement for actual expenditures incurred [per Deliverable] [hourly] and paid by SUBGRANTEE during the billing period pursuant to SUBGRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached].

C. SUBGRANTEE will submit detailed invoices on a **monthly/ quarterly/ one-time** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. SUBGRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:

1. SUBGRANTEE's name, complete address, and federal tax identification number;
2. Agreement number and dates;
3. Purchase order number;
4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; **and**
5. Description of Subgrant Activities performed during the billing period; **and**
6. **Receipt or other proof of cost.**

- D.** As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to OMB Circulars A-21, A-87, A-110, A-122, and A-133 as well as 29 CFR Part 95, including but not limited to the following federal rules:
1. **Standards for financial management systems.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 29 CFR 97.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. **Period of Availability of Funds.** Pursuant to 29 CFR 97.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in this Agreement. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the funding period unless otherwise specified herein.
 3. **Matching or Cost Sharing.** Matching or cost sharing requirements applicable to the federal program must be satisfied by allowable costs incurred or third party in-kind contributions, as provided in 29 CFR 97.24, and subject to the qualifications, exceptions, and requirements of that section.
 4. **Program Income.** Program income, as defined in 29 CFR 97.25, must be used as specified in this section.
 5. **Real Property.** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 29 CFR 97.31.
 6. **Equipment.** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 29 CFR 97.32.
 7. **Supplies.** Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 29 CFR 97.33.
- E.** SUBGRANTEE expressly understands that ODJFS will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- F.** SUBGRANTEE expressly understands that ODJFS does not have the ability to compensate SUBGRANTEE for invoices submitted after The State of Ohio purchase order has been closed. SUBGRANTEE must submit final invoices for payment no later than 90 calendar days after the

ending date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

- G. SUBGRANTEE 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 Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 29 CFR 95.26 and OMB Circular A-133, SUBGRANTEE must have an entity-wide single audit. SUBGRANTEE must send one copy of every audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Circular A-133 that include, but are not limited to:
1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Preparation of appropriate financial statements that include a schedule of federal award expenditures;
 5. Proper performance and timely submission of the A-133 Single Audit; and
 6. Follow up on audit findings that include the preparation of a summary schedule of prior audit findings and corrective action, if needed, and the preparation of a corrective action plan.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon 30 calendar days written notice to the other party, either party may terminate this Agreement.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by SUBGRANTEE; or
 3. SUBGRANTEE has violated any provision of ARTICLE IX.
- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:

1. Cease performance of the suspended or terminated Subgrant activities;
 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 Subgrant activities;
 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 Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;
 4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement; and
 5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this Article, ODJFS will, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, 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 SUBGRANTEE.
- F. Upon SUBGRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement 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 SUBGRANTEE fails to perform any obligation under this Agreement 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 VI. NOTICES

- A. ODJFS and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from SUBGRANTEE that concern changes to SUBGRANTEE'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 IX, and/or any other formal notice regarding this Agreement 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 SUBGRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of the this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

SUBGRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Subgrant Activities relative to this Agreement:

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant 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. SUBGRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. SUBGRANTEE understands that all materials and items produced under this Agreement 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 SUBGRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. SUBGRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Subgrant activities of this Agreement. SUBGRANTEE 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. SUBGRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.
- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this Article are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, or similar action is initiated during this time period, SUBGRANTEE 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, unless otherwise directed below in Article VII. E. If applicable, SUBGRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is **[INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD]**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

- F. SUBGRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require SUBGRANTEE to keep the records longer than the approved records retention schedule. SUBGRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If SUBGRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. SUBGRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d through 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). SUBGRANTEE further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of ODJFS. SUBGRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least ten days prior to the desired effective date. SUBGRANTEE 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 Subgrant amount specified in ARTICLE III of this Agreement.
- C. **Subawards.**
1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 29 CFR 97.37.
 2. **Debarment and Suspension.** As provided in 29 CFR 97.35, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 29 CFR 97.36. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. **Monitoring.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 29 CFR 97.40.
- D. **Duties as Pass-through Entity.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a government or non-profit organization, SUBGRANTEE, as a pass-through entity, must:

1. Identify the federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is for research and development, and the name of federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by the ODJFS and any subsequent pass-through entity.
3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved.
4. Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year. One copy of every audit report must be sent to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two weeks of the subrecipient's receipt of any such audit report.
5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
6. Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.
8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this Section.

ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this Article. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within three years preceding this agreement neither SUBGRANTEE 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.** SUBGRANTEE 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 Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Subgrant activities.
 3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio. **[DELETE IF STATE OR COUNTY AGENCY]**
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities.** SUBGRANTEE, 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. SUBGRANTEE 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 Agreement, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff,

termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.

- c. SUBGRANTEE 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. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

3. Ethics and Conflicts of Interest Laws.

- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. SUBGRANTEE 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. SUBGRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. SUBGRANTEE agrees that SUBGRANTEE, 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 SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE 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. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until ODJFS determines that participation would not be contrary to public interest.

4. Lobbying Restrictions.

- a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by ODJFS through this Agreement 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. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Subgrant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.

- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.
5. **Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, SUBGRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
- a. SUBGRANTEE, a public university, certifies that by executing this Agreement, it has reviewed and understands ODJFS' obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Agreement outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, SUBGRANTEE must disclose:
- (1) The location(s) where all services will be performed by SUBGRANTEE or any subcontractor;

- (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for SUBGRANTEE and all subcontractors.
- c. SUBGRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
 - d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE shall immediately return to ODJFS all funds paid for those services.

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

- 11. **Certification of Compliance.** SUBGRANTEE 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 X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and SUBGRANTEE. SUBGRANTEE 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 Agreement. SUBGRANTEE 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, SUBGRANTEE agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Subgrant activities. SUBGRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this Article. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- B. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party

further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to SUBGRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.

- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE 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 Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE. 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. SUBGRANTEE 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. If any information and/or assistance are furnished by ODJFS at SUBGRANTEE's written request, it is at SUBGRANTEE's expense. If any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE 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 SUBGRANTEE under this Section survive the termination of this Agreement, without limitation.
- D. **Liens.** SUBGRANTEE 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 SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, 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 SUBGRANTEE under this Agreement.
- 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 VI. 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 SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Counterpart Language.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE XI. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement 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 Agreement impossible.

In actual agreement,
Signature Page Would Follow Here

Remainder of page intentionally left blank.

SAMPLE

ATTACHMENT C
Application Score Sheet
RFGA#: JFSR1415158075

PHASE I: Initial Qualifying Criteria

Applicant Name: _____

Application for JobsOhio Region: _____

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

ITEM #	APPLICATION ACCEPTANCE CRITERIA	RFGA Sec. Reference	Y E S	N O
1	Was the application received by the deadline as specified?	1.4 5.1, A		
2	Does the applicant’s submission include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A to the RFGA?	Attachment A		
3	Included in those certifications, the applicant states that it is not excluded from entering into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	Attachment A		
4	ODJFS’ review of the Auditor of State website verifies that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	Attachment A		
5	Does the applicant for the proposed project represent an existing industry workforce alliance that includes at least one local Workforce Investment Board (WIB)?	2.1		
6	Does the application identify a WIB that will, if funded, serve as the fiscal agent and subrecipient of the federal funds?	2.1		
7	Does the partnership in the proposed project include at least one representative of high-growth, high-demand industry with current and projected job vacancies in the JobsOhio region(s) identified by the applicant as the service delivery area for the proposed project?	2.1		
8	Does the partnership in the proposed project include at least one representative of Adult Basic and Literacy Education (ABLE) programs?	2.1		
9	Does the partnership in the proposed project include at least one representative of Ohio Technical Centers (adult education programs), community colleges, or universities?	2.1		
10	Did the review team (in its initial/cursory review of the applicant’s submission) determine that the application was free of trade secret/proprietary information and of all personal confidential information (such as home addresses and social security numbers of applicant, subcontractor, subcontractor staff) as specified/restricted in the RFGA?	4.4, 5.3		

PHASE II: Criteria for Scoring the Application

Qualifying applications will be collectively scored by a Proposal Review Team (PRT) appointed by the ODJFS Office of Workforce Development and its collaborating State Agencies (and/or their designees). For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the application exceeds, meets, partially meets or does not meet the requirements expressed in the RFGA, and assign the appropriate point value, as follows:

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

Scoring Definitions:

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

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

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

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

The application’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 application. Applications which do not meet or exceed a total score of at least **302** points (a score indicating that the applicant has the capability to successfully perform the program services) out of a maximum of **388** points, will be disqualified from further consideration, and its program budget will not be considered. Only those applicants whose applications meet or exceed the minimum required points will advance to PHASE III of the application score sheet.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
Required Application Components								
1	The applicant has identified the local WIB to serve as the fiscal agent for the project, and has provided at minimum all contact information as requested.	2.2, A, items 1 - 6	1					
2	The applicant has identified which industry alliance partner will serve as the lead entity if selected for an award, to be the primary point of contact throughout the project period and to be responsible for coordination and oversight of the proposed project activities throughout the project period.	2.2, B, items 1 - 4	1					
3	The proposal clearly identifies and describes each partner, and includes a narrative detailing each partner’s roles and responsibilities for each phase of the pilot project.	2.2, C	1					
4	The narrative description of the partners and their roles indicates the likelihood of project success in meeting the State’s objectives for the use of this funding.	2.2, C	1					

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
5	The proposal confirms the inclusion and involvement of all required partners in the industry workforce alliance at the time of application submission.	2.2, C	1					
6	The proposal includes a description of the industry workforce alliance's history of, including the date of establishment, members, purpose, and specific outcomes of activities or strategies implemented by the partnership to date.	2.2, D	1					
7	The alliance history described indicates the likelihood of project success in meeting the State's objectives for the use of this funding.	2.2, D	1					
8	The application identifies the JobsOhio region or regions that would be included and clearly demonstrates that the selected industry represented in the alliance operates and has current or projected workforce needs in the region(s).	2.2, E	1					
9	The proposal demonstrates the partnership's readiness to develop or enhance a career pathway system, and describes any efforts that have been made to plan or develop a career pathway system, the current stage of career pathway system development, and the anticipated steps to enhance or fully develop a career pathway system.	2.2, F	1					
10	The information provided to describe the career pathway system to be addressed in the proposed project indicates the likelihood of project success in meeting the State's objectives for the use of this funding.	2.2, F	1					
SCOPE OF PROJECT WORK								
	For each of the following items, how well does the application describe appropriate strategies and outcomes for achieving the objectives of each phase?	3.1, A & B						
11	Phase 1 Obj. a - Increased collaboration among partners specifically related to the use of performance measures and tracking activities and services.	3.1, A Phase 1	1.5					
12	Phase 1 Obj. b - A career pathway system designed to implement industry-driven strategies that meet the workforce needs of high-growth, high-demand industries in the region.	3.1, A Phase 1	1.5					
13	Phase 1 Guideline a - A description of the industry (or industries) represented in the alliance explaining how the industry is "high-growth, high-demand" and how the industry operates in the selected JobsOhio region.	3.1, A Phase 1	1					

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
14	Phase 1 Gdln. b - An overview of the current regional workforce profile, using ODJFS Labor Market Information (LMI), including the current unemployment rate, projected replacement and new growth in occupations in the identified industry, and skills sets.	3.1, A Phase 1	1					
15	Phase 1 Gdln. c - The occupational needs of the industry, including a list of each position currently or projected to be in demand, and the skills and qualifications required for each position.	3.1, A Phase 1	1					
16	Phase 1 Gdln. d - A description of strategies to identify and recruit other employers, industry representatives, other local government entities, and/or community organizations to join the alliance and/or to provide services as part of the career pathway system.	3.1, A Phase 1	1					
17	Phase 1 Gdln. e - A description of strategies to develop or modify educational and training programs and related services. These strategies are to be industry-focused and should qualify participants for the occupations in demand. The types of training (including classroom training, on-the-job training (OJT), internships, and co-ops) anticipated to be offered during Phase 2 are to be specified, as well as the strategies to link the training programs and related services into an industry-driven career pathway system—emphasizing any strategies to leverage or combine funding or other resources.	3.1, A Phase 1	1.5					
18	Phase 1 Gdln. f - A timeline for completion of Phase 1 activities.	3.1, A Phase 1	1					
19	Phase 1 Gdln. g - Anticipated outcomes of completed Phase 1 activities that include benchmarks to measure progress.	3.1, A Phase 1	1.5					
20	Phase 2 Obj a - The delivery of the developed curriculum through classroom education and training, on-the-job training, internships or co-ops to eligible participants (low-skilled, underemployed and/or unemployed individuals).	3.1, A Phase 2	1.5					
21	Phase 2 Obj b - Increased enrollments in the services and activities planned during Phase 1 to meet the occupational demands of high-growth, high-demand industries in the region.	3.1, A Phase 2	1.5					
22	Phase 2 Obj c - Increased job placements in industry occupations.	3.1, A Phase 2	1.5					
23	Phase 2 Obj d - Reduction in the occupational demand of the industry.	3.1, A Phase 2	1.5					
24	Phase 2 Gdln. a - A description of the strategies to begin service delivery through the new or enhanced career pathway system.	3.1, A Phase 2	1.5					

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
25	Phase 2 Gdln. b - A description of outreach and recruitment strategies to maximize participation and ensure a sufficient pool of skilled workers for the various industry occupations.	3.1, A Phase 2	1					
26	Phase 2 Gdln. c - A description of strategies to determine the appropriate career pathway for each participant in consideration of local industry occupational demands.	3.1, A Phase 2	1					
27	Phase 2 Gdln. d - Anticipated timeframes for completion of each type of training program.	3.1, A Phase 2	1					
28	Phase 2 Gdln. e - A timeline for completion of Phase 2 activities that includes benchmarks to measure progress.	3.1, A Phase 2	1					
29	Phase 2 Gdln. f - Anticipated outcomes of completed Phase 2 activities.	3.1, A Phase 2	1					
30	The application clearly describes a sound plan for how Phase 1 activities will be monitored, tracked, and measured using the workforce success measures developed by the State; how participant outcomes (at minimum, those listed in Section 3.1, B, 1.) will be tracked beyond the pilot project period; and how the workforce success measures will be incorporated into the new/enhanced career pathway system.	3.1, B, 1.	1.5					
31	The application clearly describes a sound plan for how Phase 2 activities will be monitored, tracked, and measured using the workforce success measures developed by the State; how participant outcomes (at minimum, those listed in Section 3.1, B, 2.) will be tracked beyond the pilot project period; and how the workforce success measures will be incorporated into the new/enhanced career pathway system.	3.1, B, 2.	1					
32	The application describes a plan for providing ODJFS with project reports.	3.1, C	1					
33	The application describes procedures to collect and protect confidential participant data.	3.1, C	1					
Proposal Organization								
34	The applicant has submitted an application which complies with the specified submission format.	Section V.	0.5					
35	The applicant has submitted an application which complies with the page limits as specified in the Application.	5.2	0.5					
Column Subtotal of "Partially Meets" points								
Column Subtotal of "Meets" points								
Column Subtotal of "Exceeds" points								
TOTAL SCORE:								

Based upon the Total Application Score earned, does the applicant's application proceed to the Phase III evaluation of its Program Budget? (Applicant's Grand Total Application Score must be at least 302 points.)

Yes _____ No _____ (If "No," Applicant's Program Budget will not be considered.)

PHASE III: Criteria for Considering the Proposed Budget

PHASE III. — Program Budget Evaluation		Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
1	The applicant has submitted a complete line-item budget that is compliant with all federal and state rules for expenditures that are applicable to local WIA programs.	1					
2	The applicant has submitted a budget narrative describing the costs and explaining how funds will be expended.	1					
3	The applicant has described leveraged funds or resources (if any), identifying the source of the funding (or resource), the amount, and the costs or activities for which the leveraged funds or resources will be used. (Score of 0, if no leverage is described or 10 if any is described.)	1					
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
PHASE III. TOTAL SCORE: [30 max. allowable points]							

	APPLICANT'S GRAND TOTAL SCORE [Phase II + Phase III. pts.]:	
--	--	--

Industry Workforce Alliance Pilot Initiative

RFGA #: JFS-R-1415-15-8075

Appendix A

Definitions

Contextualized learning – Career pathway education and training programs focus on curriculum and instructional strategies that make work a central context for learning and help students attain work readiness skills.

High-growth, high-demand industry – Expanding sector of an economy, or one growing faster than the overall economy; opposite of mature industry. The growth industry should also be validated by regional labor market data that can demonstrate the projected growth in employment, openings, and replacement needs.

In-demand occupation – An occupation that has specific projected annual openings and growth as identified by ODJFS in conjunction with the Governor's Office of Workforce Transformation.

Industry cluster – An industry cluster consists of large and small firms in a single industry. Firms in industry clusters benefit from synergies if association related to shared labor, sources of innovation, suppliers, markets, technology, and infrastructure.

Industry-recognized credentials – A credential based on standards developed or endorsed by employers awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation.

Industry workforce alliance (also known as sector partnership) – Stakeholders connected to an industry organized to develop plans for growing that industry, with a particular focus on building new workforce pipelines where skilled worker shortages exist, as well as changing how existing workers are utilized, retrained and compensated to maximize long-term productivity. It is an industry-led dialogue to address the critical workforce needs of employers and generate coordinated solutions that benefits business and workers.

Intensive wrap-around services – The incorporation of academic and career counseling and wrap-around support services (particularly at points of transition) and the development of individual career plans.

Multiple entry and exit points – Programs that allow workers of varying skill levels to enter or advance within a specific sector or occupational field.

Region – Region for this RFGA refers to one of the designated JobsOhio regions. Click on the link to see a map of the JobsOhio regions: <http://jobs-ohio.com/network/>.

Sector-focused career pathway – Career pathways focused on increasing skills, competencies and credentials informed by industry/employers. It typically includes well-connected education and training offerings (often delivered via multiple linked and aligned programs), multiple entry/on-ramps for individuals with limited education, English, skills, and work experiences

through bridge/remediation programs, and multiple exit points at sequential higher levels of employment/wages that are aligned with subsequent entry-points. Career pathways have four key elements: 1) participant-focused instruction and training, 2) appropriate and meaningful assessment, 3) supportive services and career navigation and 4) direct connections to employment.

Sector strategies and initiatives – Regional, industry-focused approaches to workforce and economic development that improve access to jobs and/or increase job quality in ways that strengthen an industry’s workforce. They involve partnerships of employers within one industry that bring government, education, training, economic development, labor and community organizations together to focus on the workforce needs of an industry with a regional labor market. These strategies actively engage industry in determining the skill requirements for employment or career progression in high-demand occupations and ensure that education and training programs align with the skill needs of these industries that are critical to the regional or state economies in which they are located. Sector initiatives:

1. Focus intensively on an industry within a regional labor market, and multiple employers in the industry, over a sustained period of time;
2. Are led by a workforce intermediary with credibility in the industry;
3. Create new pathways for low wage workers into the industry, and up to good jobs and careers;
4. Achieve systemic changes that are “win-win” for employers, workers, and the community.

Link for more information: <http://www.insightccd.org/index.php?page=what-is-sector-initiative>.