



Department of  
Job and Family Services

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

September 29, 2015

Dear Applicant:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Grant Application (RFGA) number JFSR1617178106 for the purpose of obtaining one Ohio domiciled community development financial institution, certified by the United States Department of the Treasury and designated as a statewide community development financial institution, to initiate and administer a Healthy Food Financing Initiative. The selected community development financial institution (CDFI) shall demonstrate a capacity to administer grant and forgivable loan programs in accordance with state and federal rules and accounting principles, and shall partner with one or more entities with demonstrable experience in healthy food access-related policy matters.

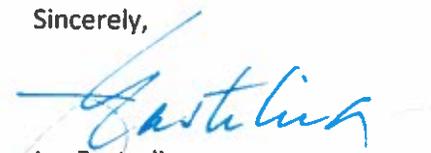
This RFGA is a competitive opportunity for applicants that can clearly demonstrate the necessary credentials and experience, and that submit plans to achieve ODJFS's program objectives of providing healthy food access in underserved communities in urban and rural Low and Moderate Income Areas.

If you are interested in submitting a application, 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, 31<sup>st</sup> Floor  
Columbus, Ohio 43215  
PH: (614) 728-5693

Responses 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

# **HEALTHY FOOD FINANCING INITIATIVE**

**RFGA # JFSR1617178106**

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

***September 30, 2015***

**REQUEST FOR GRANT APPLICATIONS (RFGA):**  
**Healthy Food Financing Initiative**  
**RFGA # JFSR1617178106**

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**REQUEST FOR GRANT APPLICATIONS (RFGA):**  
*Healthy Food Financing Initiative*

RFGA # JFSR1617178106

**SECTION I. GENERAL PURPOSE & GRANTEE INFORMATION**

**1.1 Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Grant Applications (RFGA) for the purpose of obtaining one Ohio domiciled community development financial institution certified by the United States Department of the Treasury and designated as a statewide community development financial institution to initiate and administer a Healthy Food Financing Initiative. The selected community development financial institution (CDFI) shall demonstrate a capacity to administer grant and forgivable loan programs in accordance with state and federal rules and accounting principles, and shall partner with one or more entities with demonstrable experience in healthy food access-related policy matters. ODJFS will, through competitive process, select a CDFI to initiate and administer a Healthy Food Financing Initiative to support healthy food access in underserved communities in urban and rural Low and Moderate Income Areas, as defined by either the U.S. Department of Agriculture (USDA), as identified in the USDA's Food Access Research Atlas, or through a methodology that has been adopted for use by another governmental or philanthropic healthy food initiative.

**1.2 Issuing Office**

This RFGA is released by, and the subsequent grant agreement will be with, the Office of Family Assistance (OFA) within the Ohio Department of Job and Family Services. OFA will oversee this program and designate an individual to act as the Agreement Manager.

If interested applicants need to communicate to ODJFS regarding this RFGA, they must submit their questions via email to ODJFS during the question and answer period (Q&A) outlined in Section 1.7, Internet Question & Answer (Q&A) Period; RFGA Clarification Opportunity. Applicants are cautioned that communications that do not comply with these instructions will not be answered and may result in disqualification. See Section 1.8, Communications Prohibitions for more information.

**1.3 Background**

Section 305.53 of Ohio Am. House Bill number 64 (The State's main operating budget) authorized the Healthy Food Financing Initiative to support healthy food access. As part of this initiative, Section 305.53 earmarks \$250,000 in each state fiscal year (SFY) specifically to be provided for the East Side Market in Cleveland to support healthy food access, and also provides funding for an Ohio-based research and/or academic institution to evaluate the health impact of the initiative.

**1.4 Overview of the Project**

**This program will have two components.**

1. Implementation and administration of the Healthy Food Financing Initiative. \$250,000 will be targeted directly to the East Side Market in Cleveland in each SFY. The remaining amount (\$675,000) will be available in each SFY to serve other area(s) of the state which meet the criteria defined in Section 305.53.

2. An evaluation of the health impact of the initiative. A separate request for proposal (RFP) will be issued for this vendor.

### 1.5 Objectives of the Project

ODJFS will, through a competitive process, select one CDFI to initiate and administer a Healthy Food Financing Initiative. The CDFI will be required to:

1. Provide funds for start- up or revitalized businesses/organizations that improve access to healthy foods for low-income populations, specifically those living within a food desert (definition in Appendix A);
2. Provide financial advice, training and referral for resources;
3. Assist with determining business/service/program location and site selection;
4. Provide assistance with employee recruitment and training;
5. Provide dedicated funding of \$250,000 to the East Side Market in Cleveland in each SFY (ODJFS will provide points of contact to the selected grantee);
6. Establish criteria and selection process for determining one or more funding recipient(s), and provide funding to assist this recipient(s) with establishing, developing and implementing a program, service or business to improve access to healthy foods in a food desert located in the State of Ohio (ODJFS must approve the selection process prior to funding);
7. Cooperate with the Evaluator selected by ODJFS to evaluate the health impact of the initiative.

### 1.6 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
September 30, 2015	ODJFS releases RFGA to Potential Applicants on DAS/ODJFS Web Sites - RFGA becomes active - Q&A period opens, applicants may submit inquiries for RFGA clarification
October 8, 2015	Applicant Q&A Period Closes, 8 a.m. (for inquiries for RFGA Clarification) - No further inquiries for RFGA clarification will be accepted
October 13, 2015	ODJFS provides Final Applicant Q&A Document (estimated)
<b>October 22, 2015</b>	<b>Deadline for Applicants to Submit Proposals to ODJFS (3 p.m.)</b> - This is the application opening date, beginning the ODJFS process of review. <b>LATE APPLICATIONS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS.</b>
October 30, 2015	ODJFS Issues Grant Award Notification Letter (estimated) - Applicants that submitted proposals in response to this RFGA will be sent letters stating whether their proposal was accepted for award of the grant.

November 9, 2015	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS grants are not valid and effective until the state Office of Budget Management approves the purchase order.
December 31, 2016	A Report to the Governor, Speaker of the House of Representatives, President of the Senate, and Minority Leaders of the House of Representatives and Senate on the progress of the Healthy Food Financing Initiative including, but not limited to, state funds granted or loaned, the number of new or retained jobs associated with related projects, the health impact of the initiative and the number and location of healthy food access projects established or in development.
June 30, 2017	Project Completion - All work must be completed and approved by the ODJFS Agreement Manager.

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

\* According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS 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.). The selected applicant 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 selected applicant when the requirements of ORC Section 126.07 have been met.

### **1.7 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 1.6, Anticipated Procurement Timetable. To ask a question, applicants must use the following Internet process:

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- \* **Select “Doing Business with JFS” from the bottom of the page;**
- \* **Select “RFP’s” from the left side column;**
- \* **Select *JFSR1617178106* 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 a question. 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.

Answers 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. ODJFS 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. All answers may be accessed by following the instructions above, but rather than selecting "Submit Inquiry," applicants and others should select "View Q and A." ODJFS 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.

Applications 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 answers 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 agreements for this or similar past projects are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. ODJFS 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. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

\* Should 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/RFGA Unit, at (614) 728-5693 for guidance.

### **1.8 Communications Prohibition**

From the issuance date of this RFGA, until an actual grant is awarded to a grantee, there may be no communications concerning the RFGA between any applicant which expects to submit an application 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 selection of the grantee.

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 1.7, Internet Q & A Period;
- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any grantee which could submit an application in response to this RFGA;
- C. As part of an interview deemed necessary for ODJFS to make a final selection;

- D. If it becomes necessary to revise any part of this RFGA. All revisions will be posted on the website dedicate to this RFGA; and
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services:

Requests from potential applicants for copies of previous RFGAs/RLBs/RFPs, past applicant applications, score sheets or 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 1.8 Communications Prohibition, will be honored. The posted timeframes for ODJFS responses to Internet Q&A; RFGA Clarification Opportunity process do not apply to PRRs. The PRR must comply with the following guidelines:

1. The PRR may be filed by a prospective or actual applicant and must be submitted in writing via mail, email or fax, and shall contain the following information:
  - a. The name, organization (if applicable), address, telephone and fax number of the requester;
  - b. The specific name and/or number of the past RFGA, application or grant agreement being requested;
2. All requests must be filed at the following location:

Chief Legal Counsel  
Office of Legal Services  
Ohio Department of Job and Family Services  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215

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

### **1.9 Time Frames and Funding Available**

ODJFS is seeking to enter into an agreement with one grantee commencing *in November* (or upon notification of all grant and funding approvals), and ending *June 30, 2017*. A total of \$250,000 in each fiscal year will be used specifically to establish and enhance the East Side Market in Cleveland. The remaining \$675,000 in each fiscal year will be used to serve other areas of the state. A total of \$925,000 is available for each fiscal year, a total of \$1,850,000 for the grant period. The selected grantee may allot up to 15% of the award of \$675,000 (\$101,250) to cover administrative and indirect costs, utilities, rent, personnel and fringe, FICA, workers compensation, and unemployment insurance costs and any charged fees. It does not include profit. The funding will be available for SFY 2016 and 2017 only.

ODJFS may, at its option, make its selection based in part on geographical and demographic criteria in order to provide a wide range of services around the state, and in both urban and rural areas. Applicants are encouraged to prepare and submit applications and budgets which are both practicable and capable of creating significant improvements in the areas of healthy food access.

## **SECTION II. APPLICANT EXPERIENCE AND QUALIFICATIONS**

### **2.1 Mandatory Qualifications**

In order to be considered for the award expected to result from this RFGA, ODJFS requires that interested applicants meet the following qualification requirement:

- A. ODJFS will consider applications only from Ohio domiciled CDFIs certified by the U.S. Department of Treasury and designated as statewide community development financial institutions.

**Applications which do not meet the above qualification will be disqualified from further consideration for the grant award.**

### **2.2 Applicant and Staff Qualifications**

Applications are to address, at minimum, the degree to which the organization and/or staff meet all the following qualifications and demonstrate the following credentials. (Provide information on **partner(s)** and **key staff** experience and capabilities, as appropriate.)

#### **A. Organizational Experience and Capabilities**

1. Provide at least 2 but no more than 4 similar projects in the last 5 years. Acceptable response to prove number of projects will be a brief summary of the project limited to 2 pages and contact information for the projects. The summary should identify the area, numbers of participants and dollar amount, and evidence of the ability to serve areas of the state outside of the CDFI's location.
2. Applicant must identify partner(s) and their experience in healthy food access-related policy matters.

#### **B. Key Staff Experience and Capabilities**

1. The applicant will identify a project manager for this initiative. The project manager should have at least 3 years of experience in managing similar type and sized initiatives, with at least 1 year of this experience in healthy food financing.
2. The applicant will identify all other staff including their positions by including resumes.

One method by which applicants can demonstrate their level of expertise is through the staff they propose for key leadership and or functional roles for this project. Profiles and resumes must be included for all persons proposed for key positions.

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

### **SECTION III. WORK PLAN & PROJECT OUTCOMES**

#### **3.1 Scope of Project Work**

This project will provide an opportunity to fund one CDFI, located in Ohio and as defined by the U.S. Department of Treasury. The CDFI will provide funding (sub-grants and/or no interest loans) to expand healthy food financing initiatives in Ohio only. The purpose of this funding will be to:

- Provide (a specific amount of ) funding to support the East Side Cleveland Market;
- Bring healthy food choices to communities that are located in food deserts through the establishment of new healthy food retail outlets or by supporting the offering of a significant number of healthy food choices at existing retail outlets that lack such choices;
- Develop and enhance distribution systems to increase the amount of healthy food going to healthy food retail outlets in food deserts; and
- Make the above purposes sustainable beyond the grant funding.

With this funding, the selected applicant will provide a business plan that will demonstrate how the applicant will provide services to meet the above bullet points. The applicant is required to fund the construction, expansion or revitalization of a business or market that will provide healthy food to a food desert as defined by the USDA. (Food desert is defined in Appendix A)

#### **3.2 Narrative Description of Proposed Initiative (Proposed Work Plan)**

Applicants are to include, at minimum, the following narrative structures and technical approach for the proposed work plan. Applicants shall provide two business plans:

- A. The 1<sup>st</sup> plan must describe how the CDFI will work with the East Side Market in Cleveland, including the resources it will provide, follow up activities, reporting progress procedures, their plan to eliminate obstacles and a plan to establish sustainability;
- B. The 2<sup>nd</sup> must include and address the following:
  1. Describe methods of oversight of funding recipient(s), including details on operation of oversight, frequency of site visits, staff involved, and documents used;

2. Describe the amount of funds, the number of loans and how loans are to be administered;
  3. Define recovery processes;
  4. Define process in the event of fraud;
  5. Outline all requirements for funding recipients to receive loans under this program;
  6. Define how perspective funding recipients will be targeted, defined advertising and outreach process;
  7. Define process for unexpected issues;
  8. Describe the implementation timeline; and
  9. Provide organizational profile of the CDFI including a table of organization.
- C. Describe and define the locations and the process for selecting locations (other than the East Side Market Cleveland) in Ohio; and
- D. The applicant must demonstrate how the selected project(s), once operational, will be able to sustain themselves after state funding ends on June 30, 2017.

### **3.3 Project Outcomes and Measures**

Applications must include 1) a description of the project goals and outcomes to be achieved; 2) a detailed methodology for measuring progress; 3) benchmarks that provide an indication of standards to be achieved; 4) a methodology for tracking progress achievements and/or shortfalls; and 5) a methodology for analyzing and correcting project errors.

## **SECTION IV. OTHER REQUIREMENTS**

### **4.1 Interview**

Not Applicable to this RFGA

### **4.2 Start Work Date**

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

### **4.3 Application Costs**

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

### **4.4 Trade Secrets Prohibition; Public Information Disclaimer**

Prospective grantees 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 grantee, 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 narrative submission, as well as the program budget, if opened, submitted by the prospective grantee, and any attachments, addenda, appendices, or sample products.

Any applications submitted in response to any ODJFS RFGA, RLB, etc., which 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. Any grant agreement resulting from the issuance of this RFGA is subject to the terms and conditions as provided in the model grant agreement, which is included as Attachment B of this RFGA;
- B. Many of the terms and conditions contained in the model grant agreement (Attachment B) are required by state and federal law; however, the applicant may propose changes to the grant agreement by annotating the model. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the grant agreement are contingent upon the availability of state and federal funds;
- D. All aspects of the grant apply equally to work performed by any and all partners;
- E. The grantee, and any partners, will not use or disclose any information made available to them for any purpose other than to fulfill the duties specified in the RFGA. The grantee, and any partners, agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the grant agreement, and may result in legal action;
- F. As a condition of receiving a grant agreement from ODJFS, the grantee, and any partners, shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The grantee, and any sub-grantee(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the grantee or employees of the grantee meet child support obligations established under state law;
- G. The grantee, and any partners that the grantee deems appropriate, agree to be monitored by ODJFS staff on an annual or as needed basis; and
- H. By signing a grant agreement with ODJFS, an applicant agrees that all necessary insurance is in effect.

#### **4.6 Public Release of Records**

Public release of any evaluation or monitoring reports funded under this 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.

#### **4.7 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.

#### **4.8 Key Personnel**

ODJFS may require a clause in the resulting grant agreement regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS.

#### **4.9 Ethical and Conflict of Interest Requirements**

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

#### **4.10 Health Insurance Portability & Accountability Act (HIPAA) Requirements**

As a condition of receiving a grant from ODJFS, the grantee, and any sub-grantee(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 Grantee can reasonably anticipate HIPAA language in the grant that results from this RFGA.

#### **4.11 Unresolved Findings for Recovery (ORC 9.24)**

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

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

#### **5.1 Application Submission**

Applications must be prepared and submitted in accordance with instructions found in this section. Four (4) copies of the application must be received by ODJFS, Office of Contracts and Acquisitions, **no later than 3:00 p.m. on October 22, 2015.** Applications received after this date and time will not be reviewed. Material mailed or submitted separately from the application will not be accepted nor 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, 31<sup>st</sup> Floor  
Columbus, OH 43215

For hand delivery up to and on the due date, applicants are to allow sufficient time for downtown delivery at the above address, on the 31st Floor.

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.

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 agreement between ODJFS and the applicant selected.

**NOTE:** Applicants are required to submit one additional copy of their complete application, including any required or voluntary attachments, on a separate CD-ROM, in non-rewriteable CD format. The requested CDs will 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 grant awards, as the agency lessens its dependence upon paper records.

## 5.2 Format for Submission of the Application

To be accepted and forwarded to the RFGA Application Review Team (ART), the application must contain all the information specified and requested for each of the components listed below, in the format as described.

The application must contain the following components (organized in 5 primary tabs and divided into sub-tabs where applicable) 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 application (excluding Tab 1 and Tab 5) to 50 pages. All pages shall be sequentially numbered.*

Applicants must organize their application in the following order:

**Tab 1** Required Applicant Information and Certifications Document (Attachment A)

**Tab 2** Mandatory Qualifications (As defined in Section 2.1)

**Sub-Tab 2a.** Mandatory Qualifications

**Sub-Tab 2b.** Applicant and Staff Qualifications

**Sub-Tab 3c.** Key Staff Experience and Capabilities

**Tab 3** Narrative Description of Proposed Project (As defined in Section 3.2)

**Tab 4** Outcomes (As defined in Section 3.3)

**Sub-Tab 4a** #1

**Sub-Tab 4b.** #2

**Sub-Tab 4c.** #3

**Sub-Tab 4d.** #4

**Sub-Tab 4e.** Any other projected goals or outcomes.

**Tab 5** Proposed Funding Distribution

**Tab 6** Examples, other

### A. Application

The application must contain the following components, at minimum. It is mandatory that applicant's application be organized in the following order, and that, wherever appropriate, sections/portions of the applicant's application make reference by section number/letter to those RFGA requirements to which they correspond.

#### 1. Required Applicant Information and Certifications Document (Tab 1)

In this section, the applicant is required to provide information and certifications of eligibility for state awards, as described in Attachment A, Section I to this RFGA entitled 'Required Applicant Information & Certification Documents.' Applicants may, at their discretion, either print Attachment A, Section I., complete and sign, and include it as the content of Tab 1; or they may provide all of the required information and certifications (each fully restated from Attachment A) on their own letterhead, properly completed and signed, and include that replication as Tab 1. Applicants who fail to provide all information and certifications as described in Attachment A, Section I., in their proposal will be disqualified from further consideration.

Also in this section, the applicant is required to complete and sign the Standard Affirmation and Disclosure Form Banning the Expenditure of Public Funds on Offshore Services (Attachment A, Section II.) This form must be completed and signed by every vendor or applicant seeking to do business with ODJFS. Failure by any applicant to complete, sign and include the Standard Affirmation and Disclosure Form in its application will result in disqualification.

## **2. Mandatory Qualifications (Tab 2)**

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

The applicant must include information to demonstrate how the vendor meets the mandatory qualifications as described in Section 2.1, of this RFGA.

### **b. Applicant Qualifications (Sub-Tab 2b.)**

The applicant must address all the minimum qualifications and fully describe the partnership participant's roles and functions.

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

The applicant must describe the organizational background of the CDFI. Provide such information as the size of the organization, history/successes in various geographic areas of Ohio, its charter, administrative structure, etc.

## **3. Narrative Description of Proposed Project (Tab 3)**

Provide a narrative describing in detail, and in the order as outlined in Section 3.2 Narrative Description of Proposed Project, the proposed work plan.

## **4. Outcomes (Tab 4)**

Applications must clearly identify the goals and outcomes to be accomplished with the grant funding as described in Section 3.3. Applications should display outcomes/program activities, or distinct parts or phases of outcomes by each state fiscal year, if possible.

**5. Proposed Funding Distribution (Tab 5)****6. Examples, other (Tab 5 – Other voluntarily submitted attachments, if any, as deemed appropriate by applicant.)****5.3 IMPORTANT – APPLICATION DISQUALIFIERS:**

- The application is defined as any part of the applicant's submission either as required by ODJFS, or sent at applicant's discretion, such as letters of recommendation, letters of cooperation from partners, etc., which is not specifically identified by ODJFS.
- Any trade secret, proprietary, or confidential information (as defined in Section 4.4 of this RFGA) found anywhere in an applicant's submission shall result in immediate disqualification.
- Any personal confidential information (e.g., social security numbers, addresses) must be omitted from applicant submissions, or rendered fully unreadable, or ODJFS may at its option disqualify the application.

**SECTION VI. CRITERIA FOR APPLICATION EVALUATION & SELECTION****6.1 Scoring of Applications**

ODJFS will enter into a grant agreement with an applicant that best demonstrates the ability to meet requirements as specified in this RFGA. Applicant submissions will be evaluated based on the capacity and experience demonstrated in their application, the ability to serve various regions statewide, the proposed distribution of funding and use of funds allowed for administrative costs. All applications will be reviewed and scored by an Application Review Team (ART), comprised of staff from ODJFS, Office of Family Assistance. ART 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 grantee will be based upon the criteria specified in Sections II, III and V of this RFGA. Any applications not meeting the requirements contained in Sections II, III and V of this RFGA will not be scored or may be held pending receipt of required clarifications. The ART reserves the right to reject any and all applications, in whole or in part, received in response to this request. The ART 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 two phases:

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

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

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

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

A maximum of 312 points will be awarded for the application. An application must achieve a total of at least 312 points out of the possible 380 points to qualify for consideration. Any application which does not meet the minimum required application points will be disqualified from any further consideration.

All Phase II application evaluation criteria will be scored according to the following scale, based on a proposed work 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

### 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 Application Score Sheet (Attachment C) to review their applications for completeness, compliance, and quality.

## **6.2 Final Selection**

The ART will recommend for selection one CDFI (grantee) based on the criteria given above.

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 Protests**

Any potential, or actual, applicant objecting to the award of a grant resulting from the issuance of this RFGA may file a protest of the award of the grant, 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 applicant objecting to the award of a grant 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 applications which are apparent or should be apparent prior to the closing date for receipt of applications shall be filed no later than 3:00 p.m. on the closing date for receipt of proposals, as specified in Section 1.6, Anticipated Procurement Timetable, of this RFGA.
  - 2. If the protest relates to the announced intent to award a grant, the protest shall be filed no later than 3:00 p.m. of the seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding ODJFS' 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 grant 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 selected for the award of the grant 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 is under no obligation to issue a grant as a result of this solicitation if, in the opinion of ODJFS and the ART, none of the applications are responsive to the objectives and needs of the Department. ODJFS reserve the right not to select any grant applicant should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the agency website. All grant applicants are responsible for obtaining any such changes without further notice by ODJFS.

## SECTION VIII. ATTACHMENTS AND THEIR USES

- A. Required Applicant Information and Certifications *(To be completed & included in application submission)*
- B. ODJFS Model Grant Agreement *(For applicant reference purposes)*
- C. Application Score Sheet *(For applicant self-evaluation purposes...do not submit)*

## SECTION IX. APPENDICES

- A. Food Desert Definition

Thank you for your interest in this project.

# **Attachment A**

**Attachment A consists of 2 distinct and different sections. Both sections must be completed and included in Tab 1 of the proposal.**

**Section I – Required Grantee Information**

**Section II - Location of Business Form**

Attachment A—Section I

**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**

<b>1. ODJFS RFGA #:</b>	<b>2. Application Due Date:</b>
<b>3. Name:</b> (legal name of the grantee – person or organization – to whom grant payments would be made)	
<b>3a. Grantee’s Ohio Administrative Knowledge System (OAKS) ID#:</b> [Vendors may apply for an OAKS vendor ID# at: <a href="http://ohiosharedservices.ohio.gov/Vendors.aspx">http://ohiosharedservices.ohio.gov/Vendors.aspx</a> . 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.]	
<b>4. Grantee Corporate Address:</b>	<b>5. Grantee Remittance Address:</b> (or “same” if same as Item # 4)
<b>6. Print or type information on the grantee representative/contact person <u>authorized to answer questions on the application:</u></b>  <b>Grantee Representative NAME and TITLE:</b>  <b>Address:</b> _____ <b>E-Mail Address:</b> _____  <b>Phone #:</b> _____  <b>Fax #:</b> _____	
<b>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):</b>  <b>Grantee Representative NAME and TITLE:</b>  <b>Address:</b> _____ <b>E-Mail Address:</b> _____  <b>Phone #:</b> _____  <b>Fax #:</b> _____	

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.**

**Attachment A —Section II.**

**Location of Business Form**

Pursuant to Governor’s Executive Order 2011-12K ([www.governor.ohio.gov](http://www.governor.ohio.gov)), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Job and Family Services:

1. Principal location of business of Grantee:

\_\_\_\_\_  
(Address) (City, State, Zip)

Name/Principal location of business of sub-grantee(s):

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

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

2. Location where services will be performed by Grantee:

\_\_\_\_\_  
(Address) (City, State, Zip)

Name/Location where services will be performed by sub-grantee(s):

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

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

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Grantee:

\_\_\_\_\_  
(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by sub-grantee(s):

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

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

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

4. Location where services to be performed will be changed or shifted by Grantee

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by sub-grantee(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

**By signing below, I hereby certify and affirm** that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODJFS for this grant or any other agreement will be used to purchase services provided outside the United States or to contract with a sub-grantee(s) who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Address (Principal place of business)

\_\_\_\_\_  
Printed name of individual authorized  
to sign on behalf of entity

\_\_\_\_\_  
City, State, Zip

# OHIO DEPARTMENT OF JOB AND FAMILY SERVICES GRANT AGREEMENT

**G-1617-00-0000**

## RECITALS:

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

- A. ODJFS issued a Request for Grant Application (RFGA) titled, \_\_\_\_\_, numbered \_\_\_\_\_, and dated \_\_\_\_\_, which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of GRANTEE, submitted by GRANTEE on [DATE] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, 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 RFGA and the Application, the RFGA 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.

## ARTICLE I. PURPOSE; GRANT ACTIVITIES

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

### **INSERT SPECIFIC GRANT ACTIVITIES**

- B. The ODJFS Agreement Manager is **ODJFS Agreement Manager Name**.
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 days after GRANTEE's receipt of the requests or instructions. ODJFS and GRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Grant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

## ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from **Start Date**, or upon issuance of an approved State of Ohio purchase order, whichever is later, through **End Date**, unless this Agreement is suspended or terminated prior to the expiration date. **This Agreement may be renewed through [DATE], 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 GRANTEE if ODJFS decides to renew this Agreement. GRANTEE will not obligate resources in anticipation of a renewal until notice is provided.**
- B. It is expressly understood by both ODJFS and GRANTEE 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 GRANTEE when this certification is given.

### ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Grant is **Total Dollar Amt** Dollars (**\$Total**). ODJFS will provide GRANTEE with funds in an amount up to **SFY1 Dollar Amt** Dollars (**\$SFY1**) for State Fiscal Year **2016** and up to **SFY2 Dollar Amt** Dollars (**\$SFY2**) for State Fiscal Year **2017** expressly to perform the Grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.
- B. 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. If applicable, any changes to the travel costs will require a formal amendment to this Agreement.
- C. Compensation will be made as reimbursement for actual, allowable expenditures incurred **[per Deliverable [hourly]]** and paid by GRANTEE during the billing period pursuant to GRANTEE's **accepted budget [or cost proposal] as incorporated below [or as attached]**.
- D. GRANTEE 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. GRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. GRANTEE'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, Grant activities 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;
  5. Description of Grant activities performed during the billing period;
  6. Receipt or other proof of cost; and
  7. Other documentation requested by the ODJFS Agreement Manager.
- E. GRANTEE expressly understands that ODJFS will not compensate GRANTEE for any work performed prior to GRANTEE'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. GRANTEE expressly understands that ODJFS does not have the ability to compensate GRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. GRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- G. GRANTEE 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. 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. Upon written notice to GRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections A or B, above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
  2. ODJFS discovers any illegal conduct by GRANTEE; or
  3. GRANTEE has violated any provision of ARTICLE VIII.

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

- D. GRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Grant 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 Grant 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 Grant activities and includes the results accomplished and the conclusions reached through Grant 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 Grant; 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 GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, 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 GRANTEE.
- F. Upon GRANTEE'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 GRANTEE 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 V. NOTICES**

- A. ODJFS and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE and the identified ODJFS Agreement Manager.

- B. Notices to ODJFS from GRANTEE that concern changes to GRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this 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 GRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE'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 VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE 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 Activities relative to this Agreement:

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant 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. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE 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 GRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. GRANTEE 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. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.
- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE 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 GRANTEE 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 GRANTEE receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, 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 Grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant 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, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

- F. GRANTEE 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 GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

#### ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and GRANTEE 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. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODJFS. GRANTEE 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. GRANTEE 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 Grant amount specified in ARTICLE III of this Agreement.

#### ARTICLE VIII. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Grant and by executing this Agreement, GRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. GRANTEE'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, GRANTEE 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 GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE 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 GRANTEE.
1. **Federal Debarment Requirements.** GRANTEE affirms that neither GRANTEE 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. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE 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



(\$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. GRANTEE 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. GRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
  - d. GRANTEE agrees that GRANTEE, 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 GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
- a. GRANTEE affirms that no federal funds paid to GRANTEE 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. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
  - b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** GRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that GRANTEE 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 Grant activities call for services to minors, GRANTEE 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.** GRANTEE, 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. GRANTEE will make a good faith effort to ensure that none of GRANTEE'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.** GRANTEE 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, GRANTEE 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.

GRANTEE 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. GRANTEE 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.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, GRANTEE must disclose:
  - (1) The location(s) where all services will be performed by GRANTEE 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 GRANTEE and all subcontractors.
- c. GRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by GRANTEE 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 GRANTEE 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 GRANTEE shall immediately return to ODJFS all funds paid for those services.

In addition, if GRANTEE 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 GRANTEE. 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. **Civil Rights Assurance.** The GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
12. **Certification of Compliance.** GRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

**ARTICLE IX. MISCELLANEOUS PROVISIONS**

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and GRANTEE. GRANTEE 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. GRANTEE 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, GRANTEE agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities. GRANTEE'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.

- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE 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 GRANTEE. 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. GRANTEE 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 is furnished by ODJFS at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE 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 GRANTEE under this Section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE 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 GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE 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 GRANTEE 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 V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Counterpart.** 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 X. 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.

Signature Page Follows:

Remainder of page intentionally left blank

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

**SIGNATURE PAGE**

**G-1617-00-0000**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

**GRANTEE Name**

Ohio Department of Job and Family Services

\_\_\_\_\_  
Authorized Signature (Blue Ink Please)

\_\_\_\_\_  
Cynthia C. Dungey, Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Address  
City, State, Zip**

30 East Broad Street, 32nd Floor  
Columbus, Ohio 43215

**ATTACHMENT C**  
**RFGA#: R1617178106**  
**Application Score Sheet**

**PHASE I: Initial Qualifying Criteria**

**Applicant Name:** \_\_\_\_\_

The application 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	RFP Section Reference	YES	NO
1	Was the application received by the deadline as specified in the RFGA?	1.6		
2	Does the application include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A. to the RFGA?	5.2		
3	Included in those certifications, does 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.	4.11		
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.	4.11		
5	The applicant is an Ohio domiciled community development financial institution (CDFI) as certified by U.S. Department of Treasury and designated as statewide community development financial institution.	2.1, A		
6	The application is free of trade secrets, proprietary and confidential information?	4.4		

**PHASE II: Criteria for Scoring of Technical Application**

Qualifying technical applications will be collectively scored by a Application Review Team (PRT) appointed by ODJFS, Office of Family Assistance. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical 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                      Partially Meets                      Meets Requirement                      Exceeds Requirement  
 Requirement                                      Requirement

An 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 **312** points (a score which represents that it “meets” all the evaluation criteria) out of a maximum of **380** points will be disqualified from further consideration. Only those applications which meet or exceed the minimum required technical points will be considered for award.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weights	Doesn’t Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>REQ. APPLICANT INFO. &amp; CERTIFICATIONS</b>							
1	The applicant has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RFGA.	5.2	3				
<b>APPLICANT QUALIFICATIONS</b>							
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>							
2	The applicant has provided at least 2 but no more than 4 similar projects in the last five (5) years.	2.2, A. 1	3				
3	The applicant has identified partner(s) and their experience in healthy food access-related policy matters.	2.2, A. 1	3				

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weights	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>							
4	The applicant has identified, a project manager for this initiative. The project manager should have at least 3 years of experience in managing similar type and sized initiatives, with at least 1 year of this experience in healthy food financing.	2.1, B, 1	2				
5	The applicant has identified all other staff including their positions by including resumes.	2.1, B, 2	1				
<b>SCOPE OF WORK/PROPOSED WORK PLAN</b>							
6	The applicant has provided a business plan that describes how the CDFI will work with the East Side Cleveland Market, including the resources it will provide, follow up activities, reporting progress procedures, their plan to eliminate obstacles and a plan to establish sustainability.	3.2, A	5				
7	The applicant has provided a second business plan that must include: Description of methods of oversight of selected grantee(s), including details on operation of oversight, frequency of site visits, staff involved, and documents used; <ol style="list-style-type: none"> <li>1. Description of methods of oversight of funding recipient(s), including details on operation of oversight, frequency of site visits, staff involved, and documents used;</li> <li>2. Describe the amount of funds, the number of loans and how loans are to be administered;</li> <li>3. Define recovery processes;</li> <li>4. Define process in the event of fraud;</li> <li>5. Outline all requirements for funding recipients to receive loans under this program;</li> <li>6. Define how perspective funding recipients will be targeted, defined advertising and outreach process;</li> <li>7. Define process for unexpected issues;</li> <li>8. Describe the implementation timeline; and</li> <li>9. Provide organizational profile including a table of organization.</li> </ol>	3.2, B, 1 - 9	5				
8	The applicant has described and defined the locations and the process for selecting locations (other than the East Side Market Cleveland) in Ohio.	3.2, C	3				
9	The applicant has demonstrated the selected project(s), once operational, will be able to sustain themselves after state funding ends on June 30, 2017.	3.2, D	3				
<b>PROJECT OUTCOMES and MEASURES</b>							
10	The applicant has included a description of the project goals and outcomes to be achieved.	3.3	3				
11	The applicant has included a detailed methodology for measuring progress.	3.3	3				
12	The applicant has included benchmarks that provide an indication of standards to be achieved.	3.3	2				
13	The applicant has included a methodology for tracking progress achievements and/or shortfalls.	3.3	3				
14	The applicant has included a methodology for analyzing and correcting project errors.	3.3	2				
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>GRAND TOTAL SCORE:</b>							

**Based upon the Grand Total Technical Score earned, does the applicant's application proceed to the Phase III evaluation of its Project Budget? (Vendor's Grand Total Technical Score must be at least 312 points.)**

Yes \_\_\_\_\_

No \_\_\_\_\_

(If "No," applicant's Project Budget will not be opened.)

## APPENDIX A

USDA, Treasury and the Health and Human Services (HHS) have defined a food desert as a census tract with a substantial share of residents who live in low-income areas that have low levels of access to a grocery store or healthy, affordable food retail outlet. Using the census tract as a unit of analysis for identifying food deserts, the State of Ohio will give funding priority to projects and interventions that establish healthy retail outlets in defined food deserts.

Census tracts qualify as food deserts if they meet low-income and low-access thresholds:

1. They qualify as "low-income communities", based on having: a) a poverty rate of 20 percent or greater, OR b) a median family income at or below 80 percent of the area median family income; AND
2. They qualify as "low-access communities", based on the determination that at least 500 persons and/or at least 33% of the census tract's population live more than one mile from a supermarket or large grocery store (10 miles, in the case of non-metropolitan census tracts).

USDA-Economic Research Service (ERS) Food Desert Locator

(<http://www.ers.usda.gov/data/fooddesert>) to view your area on a map. This online tool allows users to retrieve data on a county-by-county basis pertaining to food access. Click here for more information on the Food Desert Locator Tool.

1. Click on 'Enter Locator.'
2. Click on 'Find Address' at the top of the screen.
3. Type in your address and ZIP code and click on 'Find.'
4. A map will pop up that locates the address entered. It will appear as a dark pink circle on the map.
5. Areas on the map that are shaded light pink are food deserts.
6. If the address is located in a light-pink-shaded area, click on that address circle. A pop-up box will appear with your State, your County Name, and your Tract FIPS Code.
7. The first 2 digits of Tract FIPS Code are the State code.
8. The next 3 digits of the Tract FIPS Code are the County code.
9. The last 6 digits of the Tract FIPS Code are the Census Tract code.

10. In order to be considered as a 'food desert project', some grant programs require that this 11-digit number be included in the application. Note: addresses that are located outside of a pink-shaded area are not located in a food desert and the pop-up data will not appear.