



Department of
Job and Family Services

John R. Kasich, Governor
Michael B. Colbert, Director

March 10, 2011

Dear Potential Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Proposals (RFP)#: JFSR1213158008 to obtain training and technical assistance services needed by the Office of Workforce Development (OWD) to execute its mission to accelerate the employment success of Ohio job seekers through the continuous improvement of Ohio's workforce development system. ODJFS is requesting proposals in search of a qualified vendor that can competently and efficiently perform a broad range of training and technical assistance services in support of this mission.

ODJFS is seeking proposals from vendors with demonstrated knowledge of the Workforce Investment Act (WIA) and Ohio's public sector workforce development system that have successfully provided training and technical assistance services to public sector workforce development organizations. The experience must include training program delivery, training needs assessment support, new training program acquisition and development, grant writing, event planning, program evaluation, issue research, and focus group facilitation.

If you are interested in submitting a proposal for this important project, please visit the ODJFS website for procurement opportunities at <http://www.jfs.ohio.gov/rfp/> and follow directions for accessing this RFP. If you experience problems opening this ODJFS URL, please contact the RFP/RLB Unit at (614) 728-5693.

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

Sincerely,

Signature on File

Linette Alexander
Deputy Director
Contracts & Acquisitions

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

An Equal Opportunity Employer and Service Provider

*Workforce Development Training
and Technical Assistance Services*

RFP: JFSR1213158008

Ohio Department of Job and Family Services

(March 2011)

Workforce Development Training and Technical Assistance Services RFP

RFP#: JFSR1213158008

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ODJFS REQUEST FOR PROPOSALS (RFP):

Workforce Development Training and Technical Assistance Services

RFP#: JFSR1213158008

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) to obtain training and technical assistance services needed by the Office of Workforce Development (OWD) to execute its mission to accelerate the employment success of Ohio job seekers through the continuous improvement of Ohio's workforce development system. ODJFS is requesting proposals in search of a qualified vendor that can competently and efficiently perform a broad range of training and technical assistance services in support of this mission.

ODJFS is seeking proposals from vendors with demonstrated knowledge of the Workforce Investment Act (WIA) and Ohio's public sector workforce development system that have successfully provided training and technical assistance services to public sector workforce development organizations. The experience must include training program delivery, training needs assessment support, new training program acquisition and development, grant writing, event planning, program evaluation, issue research, and focus group facilitation.

The specific details of all the work to be performed by the selected vendor cannot be known at the time of this writing, and will be significantly determined by project needs as they evolve throughout the term of the contract that will result from the successful completion of this RFP process. This RFP, therefore, identifies certain on-going functions that will be required of the successful vendor, as well as other services or activities that MAY be required. Vendor proposals submitted in response to this RFP must demonstrate the vendor's qualifications and experience, organizational strengths and capacities, and administrative preparedness for responding to evolving or emergent needs. Vendor proposals must indicate the vendor's readiness to respond successfully by describing the strengths of the management structures, plans, resources, and problem-solving methods it would employ to fill a need expressed by ODJFS. This professional agility, a dedication to high quality services, and cost-effectiveness are all necessary characteristics for success in this ODJFS project, and will be key components used in the vendor selection process.

This RFP expresses the most thorough description possible at this writing of the types of services that may be required under the contract, and through responding cost proposals, each vendor must use its best business expertise to assess the level of effort each would require, and offer its firm rates or prices accordingly.

The RFP is released by and the subsequent contract will be with ODJFS. OWD will administer the contract and will be responsible for state level supervision of all activities of the selected vendor.

1.2 Background

Across Ohio, workers access services to support their success in gaining economic self-sufficiency. Also, employers are accessing external service providers for the employee recruitment and training services they need to achieve their business goals. What they have in common are the wide range of services they are receiving through Ohio's network of local One-Stop Centers, guided by Workforce Investment Boards (WIBs), and supported in part by the planning resources, technical assistance, and federal WIA funding provided through OWD.

Among the responsibilities of ODJFS through OWD is the provision of training, technical assistance, and capacity-building services to facilitate the effective implementation of WIA regulations. Local areas determine how they provide workforce development services in their communities. Services provided through One-Stop Centers must meet specific requirements governing the participation of required partners, cost-sharing among the partners and mandated activities.

The training and technical assistance services to be provided by the selected vendor will support the continuous improvement of Ohio's workforce development system on both a statewide and local level. The large number of local workforce development (One-Stop) centers and their geographic dispersion, when coupled with the lack of sufficient ODJFS staff with the necessary skill sets in all needed areas, make it necessary to tap external expertise to meet all training and technical assistance needs.

1.3 Overview of the Project

Under the contract resulting from this RFP, the selected vendor will deliver and/or broker training and technical assistance services to support the success of One-Stop system employees, local partners, and local WIB members. The project will focus on four primary areas:

- A. Meeting and exceeding the specific requirements for implementation of WIA regulations;
- B. Technical and skill-specific training identified through state and local assessment of One-Stop system needs;
- C. Training identified by OWD through oversight or monitoring functions or as part of corrective action planning; and,
- D. Capacity-building activities designed to improve services, quality, and program outcomes at all levels of Ohio's workforce development system.

The training and technical assistance services provided by the selected vendor will help ensure the success of Ohio's One-Stop system in the delivery of quality services to customers and stakeholders, improving overall organizational effectiveness and efficiency, and increasing organizational learning about what matters most to performance success.

Following the execution of the contract and periodically over the life of the contract, the ODJFS Contract Manager will identify the needed training and technical assistance projects and will schedule meetings with the selected vendor (i.e., the contractor) and appropriate OWD staff to discuss the projects, their scope, and any deadlines or other specifications for each project. At times, ODJFS may request that the selected vendor broker with a third party provider when there is a need that requires specialized knowledge and/or skills beyond the capability of the selected vendor. The brokering services will be conducted under terms and conditions specified by the ODJFS Contract Manager.

The contractor will complete a project proposal for each identified project that will include an outline of the scope of work, an individual who will serve as a point of contact for the project, the specific deliverables, timeline and budget.

Project proposals must be approved by the ODJFS Contract Manager prior to the commencement of work on any project. The selected vendor will submit monthly progress reports on the work being performed.

1.4 Objectives of the Project

The training and technical assistance services will enhance the capability of OWD to:

- A. Provide technical assistance and training for Ohio's workforce development professionals who are part of the public sector workforce development system;
- B. Evaluate workforce development programs to allow informed decisions regarding program continuation, improvement, or replication;
- C. Secure grant funding to support innovation and improvement of Ohio's workforce development system;
- D. Identify, evaluate, and implement "best practices" of high performing workforce development systems and programs;
- E. Inform workforce development stakeholders such as business, labor, government and community organizations about workforce development successes, challenges, trends, and opportunities to partner; and,
- F. Fulfill its responsibilities as the designated oversight agency of Ohio's workforce development system.

1.5 Time Frames

ODJFS is seeking to contract with a vendor to perform training and technical assistance services from (approximate start) July 1, 2011, to June 30, 2013 [State Fiscal Years (SFYs) 12-13], with the option to renew for up to two additional years (SFYs 14-15).

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
March 10, 2011	ODJFS Releases RFP to Potential Vendors on ODJFS & DAS Web Sites; Q&A Period Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
March 24, 2011	Vendor Q&A Period Closes, 8 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
March 29, 2011	ODJFS provides Final Vendor Question & Answer Document (estimated)
April 7, 2011	Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.) - This is the proposal opening date, beginning the ODJFS process of proposal review LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.

April 22, 2011	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
May 23, 2011	Controlling Board Review of Contract (estimated—if applicable). -Contract with the selected vendor requires review and approval
July 1, 2011	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management issues a State of Ohio Purchase Order.
June 30, 2013	Project Completion** - All work must be completed and approved by ODJFS Contract Manager
July 1, 2013 – June 30, 2015	Possible contract renewal period – contingent upon continuing program need, funding availability, funding and contract approvals, and satisfactory contractor performance.

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

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

**Subject to approval by the Controlling Board, the contract period is expected to run from approximately July 1, 2011, through June 30, 2013, with a renewal contract possible for the period of July 1, 2013, through June 30, 2015. The decision to renew will be at ODJFS' discretion and will be contingent upon factors that include satisfactory performance, continued availability of funding, and all required approvals.

2.2 Internet Question & Answer Period; RFP Clarification Opportunity

Potential vendors may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- * **Select “About Us” on the front page;**
- * **Select “Doing Business with ODJFS;”**
- * **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- * **Select RFP Number *JFSR1213158008*;**
- * **Click the “Submit an Inquiry” Button to ask a question about the RFP; and,**
- * **Follow the instructions to send an e-mail question.**

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, the company name and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include the identification of the originator of the question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date the Q&A period closes.

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

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

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

IMPORTANT: Requests from potential vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3, F., for contact information in submitting a PRR. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

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

There is an established time period for the Vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

2.3 Communication Prohibitions

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

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 2.2, Internet Q&A Period;
- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;
- C. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
- D. As part of a request for a reference(s) for work performed by the vendor for ODJFS in the past;
- E. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;* and
- F. Any Public Records Request (PRR) made through the ODJFS Office of Legal & Acquisition Services at 31 East Broad Street, 31st Floor, Columbus, Ohio, 43215, or via email at OCA_Questions@jfs.ohio.gov.

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

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

***If interested vendors have a need to communicate regarding this RFP, they must contact ODJFS using one of the mechanisms provided for in Sections 2.2, Internet Question and Answer Period/RFP Clarification Opportunity, or 2.3, Communication Prohibitions, of this RFP. Vendors are cautioned that communication attempts that do not comply with these instructions will not be answered, and ODJFS will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in Section 5.1, Proposal Submission Information.*

2.4 Program Resource Library

As previously noted, the purpose of this RFP is to secure training and technical assistance services to support the high performance of Ohio's public workforce development system. It is important that interested vendors be familiar with key documents describing the goals, strategies and operations of that system. The following is a

list of some background information, all Internet accessible, that interested vendors may find useful in developing their responses.

Ohio's State Plan for Title I of the Workforce Investment Act of 1998

http://jfs.ohio.gov/owd/WorkforceProf/Final_State_Plan_TOC.stm

The work of the Office of Workforce Development is guided by the State Plan. The training and technical assistance services provided by the successful vendor will support the successful implementation of this plan.

Gold Standard Continuous Improvement Program

<http://jfs.ohio.gov/owd/wia/Gold-Standard.stm>

This program supports continuous improvement in the operation and service delivery of Ohio's One-Stop system.

Ohio's One-Stop System

<http://jfs.ohio.gov/owd/JobSeekers/One-Stop-Services.stm>

This site identifies the services provided as well as the locations of local One-Stop Centers.

In addition to the resources listed above, a wide variety of information on ODJFS and its programs, which interested vendors may find useful, is available to the public via the ODJFS website at <http://jfs.ohio.gov>.

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

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

3.1 Mandatory Vendor Qualifications

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors **MUST** meet, at a minimum, **ALL** of the following qualification requirements:

- A. The vendor must include three (3) references from entities for which the vendor has successfully provided services/projects comparable in scope to the requirements in this RFP. These references must relate to work that was completed within the past five (5) years;
- B. The vendor must have at least two (2) years of organizational experience in the provision of workforce development related training and technical assistance services;
- C. The vendor must identify and assign a Project Administrator and a Project Manager who each must be in-house staff members and must have at least five (5) years workforce development and training experience and possess at least a Bachelor's Degree or an additional three (3) to five (5) years of experience in public administration, social work, or related field;
- D. The vendor's Proposal must be received, complete, by the specified time and date deadline;
- E. The vendor must submit a Proposal packet comprised of a Technical Proposal (Proposal) and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal;

- F. The vendor's Proposal (Proposal Tab 1.) must include all required affirmative statements and certifications, signed by the vendor's responsible representative, as described in **Attachment A** to this RFP; and,
- G. The vendor must not be prohibited from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24.

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

3.2 Organizational Experience and Capabilities

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors provide the following, each of which will be evaluated for the quality of the experience and its applicability to this project:

- A. A minimum of two (2) years organizational experience in effective planning, delivering and/or coordinating workforce development-related training and technical assistance services in a technical or regulated environment;
- B. Demonstrated experience in the development of workforce development-related training curriculum and in the delivery of workforce development-related training services;
- C. Demonstrated knowledge of, and experience in Ohio's workforce development system and the laws and regulations impacting its operations;
- D. Demonstrated experience in the delivery of training to workforce development staff in the areas of WIA governance, financial management, Rapid Response, WIA Adult/Dislocated Worker/Youth programs, case management, monitoring, audit resolution, and One-Stop (local workforce development/employment agency) service delivery within the past 24 months; and,
- E. Evidence of an Ohio presence: Vendors must provide evidence, including a physical address, of an office or work site physically located in the State of Ohio that is currently in existence or evidence of concrete plans for an Ohio office or work site that will be established by July 1, 2011;

The vendor information provided for all of the above topics should include summary descriptions of all successfully completed projects, any notable accomplishments and outcomes, and contact information for vendor customers that received the services provided—if not already included as a reference.

- F. If the organization is an Encouraging Diversity, Growth and Equity (EDGE) or Minority Business Enterprise (MBE) business, provide a photocopy (or other independently verifiable evidence) of the current certification. Additional consideration will be given to vendors that are certified in the State of Ohio as EDGE or MBE. Please see Attachment C for scoring consideration.

3.3 Staff Experience and Capabilities

The vendor must demonstrate significant expertise and comprehension of the work described in this RFP by assigning staff to key leadership roles for the services anticipated and described herein. Key positions will require profiles and curriculum vitae. The vendor must, at a minimum:

A. Identify, by position and by name, those staff considered key to the project's success. **At a minimum, key staff identified must include a Project Administrator and a Project Manager (described below), both of whom must be members of the vendor's staff and not subcontractors.**

1. **Project Administrator:** Individual authorized to sign the contract, subcontracts, and broker agreements on behalf of the selected vendor that will have the responsibility to ensure compliance with the terms of the contract and the satisfactory performance of its staff and subcontractors. The Technical Proposal must demonstrate that this individual has a minimum of five (5) years experience in the administration of workforce development-related projects. The Technical Proposal must also include a description of the functions the individual has performed in this role.
2. **Project Manager:** Individual responsible for the routine implementation of the training and technical assistance services described hereunder. Routine activities include coordination of staff, frequent communication/meetings with the ODJFS Contract Manager, the development of project proposals, budget management, invoicing, reporting, brokering, subcontracting, oversight, etc. The Technical Proposal must demonstrate that this individual has a minimum of five (5) years experience in the management of a variety of workforce development/WIA projects. Examples of projects managed and a description of all functions performed in the management of the identified projects must also be included.

In addition to the Project Administrator and Project Manager, key staff should also include the positions described below and further defined in Appendix A: Explanation of Terms. **Technical Proposals should reflect that all key staff are knowledgeable of both federal and Ohio-specific workforce development/WIA policies, rules and regulations.**

If any of the identified positions listed below cannot be filled by a current staff member, but the vendor has identified an individual or entity that can fulfill that role as a subcontractor, the pre-selected subcontractor must also be identified in accordance with this Section and Section 8.9. The Proposal must include either an existing agreement with, or a letter of intent from, the pre-selected subcontractor as confirmation that the individual/entity will fulfill a key position under the resulting contract.

If any staff member or subcontractor will fulfill more than one key position, the vendor's Proposal must specify which positions will be fulfilled by that individual and all documentation required to demonstrate the level of education and experience the individual has in each role. Other roles include:

3. **Trainer(s):** Individuals capable of competently and effectively implementing workforce development training programs to diverse groups of state workforce development staff, One-Stop system employees, local partners, and local WIB members. Technical Proposals must demonstrate that all identified trainers are familiar with best practices for workforce development programs and trainings on a national level, that all have at least three (3) years experience in the delivery of workforce development training services in Ohio, and can deliver trainings in multiple settings—including in-person, via webinar, and via video conference. Technical Proposals must also describe the training topics and types of trainings that have been delivered by each identified trainer and the methods utilized to organize and present materials and to assess training outcomes. At least two or three examples of training materials—which can include manuals, hand-outs, power point presentations, etc. should also be included.
4. **Curriculum Developer(s):** Individuals who will develop or update Ohio workforce development-related training curriculum for workshops, webinars, or videoconferences. Training may be statewide or may be for a particular region or local area. Technical Proposals must demonstrate that the identified curriculum developers have at least three (3) years of experience and have successfully

created complex/customized curricula on a variety of workforce development topics and must include evidence that the curricula was deemed appropriate for the intended audiences and met the purpose of the entities for which the curricula was created. Technical Proposals must also demonstrate that the identified curriculum developers have the ability to create curricula in various forms to accommodate the manner in which the curricula will be delivered (in person, via webinar, or via videoconference), and must provide at least three examples of workforce development curricula the identified developers have created and must explain the methods utilized to develop the curricula in consideration of audience and purpose.

5. **Public Relations Specialist(s):** Individuals who will work under the guidance of ODJFS to develop and finalize content for newsletters, procedure manuals, brochures, or other media that will be used to convey information pertinent to the workforce development training or technical assistance services described herein. Technical Proposals must demonstrate at least three (3) years experience in the development of multiple forms of media prepared for a variety of audiences and must provide at least three or four examples of past work with an explanation of the means and methods utilized in the development the media. Technical Proposals should also demonstrate familiarity with policies that pertain to media printed and published on behalf of ODJFS and the State of Ohio. Demonstration of adaptability in formatting media to be compatible with different software/systems should also be included.
6. **Project Facilitator(s):** Individuals responsible for the coordination of staff and efforts to complete a project and to report on results. Technical Proposals must demonstrate that the identified facilitators have at least three (3) years experience working with diverse groups of individuals on a variety of workforce development projects and must include at least three examples of experience in the facilitation of workforce development-related projects. Examples must include a description of the audiences, purposes, agendas, processes, summaries, and reporting methods involved as well as the techniques utilized to engage participants. Types of projects may include focus groups, strategic planning, team building, and continuous improvement.
7. **Program Researcher(s):** Individuals who will gather and analyze data on specific workforce development-related programs and practices both in Ohio and in other states to help determine best practices for service delivery. Technical Proposals must demonstrate at least three (3) years of experience and knowledge of workforce development/WIA programs and the multitude of resources where pertinent information can be retrieved. Technical Proposals must also provide at least three examples of past workforce development research projects, the methods used to determine the appropriate resources in consideration of the purpose and the audience, and how the information was analyzed and presented.
8. **Event Planner(s):** Individuals who will plan, coordinate, and facilitate workforce development-related conferences, meetings, trainings, or workshops statewide or on a regional basis. Planner will be responsible for securing the event site, logistics, presenters, registration, agenda, materials, and evaluations. Technical Proposals must demonstrate that the individuals have at least three (3) years of experience and must include at least two examples of successful events and include details on the event types, scope, audience, size, and the processes utilized to register participants and to evaluate the outcome of each event. Success can be demonstrated by providing evidence of positive feedback or by providing contact information for the agencies that enlisted the services of the identified planners. Technical Proposals should also explain experience and methods used to prepare and coordinate trainers/presenters.

9. **Grant Writer(s):** Individuals who will draft grant applications and prepare application packets to secure funding from the government or from private entities for a specific program or purpose. Technical Proposals must demonstrate at least three (3) years experience and knowledge in the successful completion of grant applications and must describe the types of grant applications completed and demonstrate the level of success by listing the number of applications completed and the number of grants awarded.
 10. **Program Evaluator(s):** Individuals who conduct assessments of workforce development programs and services on either the statewide or local level and submits recommendations on the program/service's significance, worth, or quality. Technical Proposals must demonstrate at least three (3) years experience in the evaluation of multiple types of programs and services—preferably workforce development or government-related services—and must demonstrate use of multiple data collection methods such as distributing surveys and questionnaires and conducting interviews. Methods utilized to analyze collected data, determine outcomes, rate customer satisfaction, and draw conclusions must also be explained.
 11. **Mystery Shopper(s):** Individuals who will visit various One-Stop Centers posing as a client in order to evaluate customer service. Technical proposals must demonstrate at least two (2) years experience in conducting similar types of assessments and the ability to objectively rate the level of service received from One-Stop staff and report on the findings.
- B. Vendors must include the resume(s), education and pertinent experience of the Project Administrator and Project Manager and all identified key personnel (including any subcontractors), and specifically list the qualifications and experience of each individual to competently perform the services described in Sections 3.1 and 4.4 of this RFP; and,
- C. Vendor proposals must discuss the processes that would be used to subcontract with other qualified providers of training and technical assistance services as needed in a timely and cost effective manner and to broker services if requested by the ODJFS Contract Manager.

****The ODJFS Contract Manager may ask for replacements if unsatisfied with job performance of any of the selected vendor's staff, subcontractors, and/or brokered service providers.**

****The contract that will result from the successful completion of this RFP process will include a key personnel provision. The ODJFS Contract Manager must be notified of any impending changes in the key personnel identified in the Proposal and must approve any proposed replacement staff prior to the individual's performance under the contract.**

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

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1 Scope of Work

Throughout the life of the contract (and the renewal contract, if approved) that will result from the successful completion of this RFP process, the selected vendor will competently perform the training and technical assistance services and, if requested by ODJFS, will broker services as generally described in 4.4 of this RFP. Since this RFP generally describes the types of services that the selected vendor may be required to perform, ODJFS reserves the right to request services not specifically identified herein that will be communicated to the selected vendor by the ODJFS Contract Manager as they are identified. The ODJFS will negotiate the cost of any additional services with the selected vendor and will request a revised budget from the selected vendor if necessary.

For services that will be subcontracted to a third party not identified in the organizational chart of the selected vendor's proposal, or for services that will be brokered at the request of ODJFS, the selected vendor must enlist small purchase procedures to secure the services and must make best efforts to procure a provider that is MBE/EDGE certified in Ohio with knowledge of Ohio's workforce development system and the applicable rules. Small purchase procedures entail securing quotes from at least three (3) potential providers. However, if attempts to procure a provider with Ohio-specific knowledge are unsuccessful, the selected vendor will educate the out-of-state provider on the current Ohio workforce development system and its needs and will provide information and instruction relevant to Ohio's specific situations. This does not preclude the discussion of implementing service options or systems utilized in other states, but it does require subcontractors to consider Ohio policy and regulations in their recommendations for program design or corrective action plans.

As part of the training/technical assistance/brokering services, the selected vendor may be required to develop publications, facilitate meetings, and evaluate programs in response to specific technical assistance and training needs identified by OWD. All publications, products and training materials must be branded as specified by ODJFS. The ODJFS Contract Manager will serve as a liaison between the selected vendor and the ODJFS Office of Communications and will provide the selected vendor guidance on the regulations and policies that pertain to printed materials and other media that may be developed under the resulting contract. The selected vendor must receive express written approval from the ODJFS Contract Manager on the content and design for any and all publications, products and training curriculum developed for purposes described hereunder.

****“Subcontract” v. “Broker”:** Services that are “subcontracted” are services generally performed as part of workforce development/WIA compliance. Services that are “brokered” are services that require customized services/products, or that require the services of an individual/entity with specialized skills or knowledge that is outside of the training/technical assistance services considered routine. The ODJFS Contract Manager will identify the specific services to be brokered by the selected vendor under the contract.

4.2 Number of Participants

The number of participants will vary based on the amount of training provided, the training vehicle (in-person, webinar or videoconference), and the scope of content. Some training may be offered statewide while others may be targeted to specific regions or workforce investment areas. The selected vendor will work with the ODJFS Contract Manager to determine the scope, vehicle, and anticipated number of participants for each training offered.

4.3 Administrative Structures—Work Plans

Vendors are to discuss in detail the following administrative structures, at minimum, and to describe the technical approach to develop and implement project plans. The vendor will:

- A. State the key objectives of the services described herein. This does not mean to simply restate the objectives as identified in Section 1.5 of this RFP, but to discuss them in detail sufficient to convey the vendor's comprehension of the objectives as well as the vendor's commitment to helping ODJFS achieve them.
- B. Provide a technical approach and examples of work plans for the various types of projects and services described herein that the vendor has performed. This includes methodology for completion of the project activities. The Technical Proposal must also include a description of methods to perform administrative functions such as needs assessment, task analysis, decision-making processes, administrative methods/techniques for the work, and the resources to be utilized.
- C. Describe the status-reporting procedure to identify work completed, and to explain the resolution of any unanticipated problems.
- D. Provide a current organizational chart (including any pre-selected subcontractors to perform services described herein). Specify the key personnel (see Section 3.3 A) who will be assigned to this project and the roles that will be fulfilled by each identified individual. Also specify which individuals are In-House and which are pre-selected subcontractors.

4.4 Specifications of Deliverables

Vendor proposals must describe in detail the approach and methods that would be utilized to competently and successfully perform the projects generally described herein.

Training, technical assistance, and possibly brokering services will be needed to support improved performance of Ohio's workforce development system. Some of the services will be mandated by ODJFS as a corrective action (resulting from either an ODJFS monitor or USDOL review) to address a performance issue. Services may be provided to, or for the benefit of, ODJFS staff, staff of One-Stop Centers, staff of One-Stop partner organizations, and WIB members.

The selected vendor will complete a project proposal for each identified project that will include an outline of the scope of work, an individual who will serve as a point of contact for the project, the specific deliverables, timeline and budget. Project proposals must be approved by the ODJFS Contract Manager prior to the commencement of work on any project. If negotiations on a project proposal are necessary, the selected vendor will submit a final project proposal and cost summary to the ODJFS Contract Manager for approval once both parties agree to revised terms. The selected vendor will submit monthly progress reports on the work being performed.

When an identified service need is outside the realm of the selected vendor's expertise, the selected vendor will locate a third party provider with which the selected vendor will subcontract to provide the needed services. If the third party is not among those identified in the organizational chart included in the selected vendor's proposal, or in the case of specialized services that are brokered, the selected vendor will select the providers in accordance with Section 4.1 and with this Section.

A. Training Services:

Training may be provided in person or via webinar or videoconference. Where cost-effective attendance warrants, training will be provided regionally to minimize travel (Ohio's five primary regions are Northeast, Northwest, Southeast, Southwest, and Central). When an existing state contract for conference facilities is available in one of the regions where services will be performed, the selected vendor will be required to investigate that facility's availability, related costs, and to compare it with

other potential sites to determine the most cost-effective venue. However, most venues utilized by/for ODJFS are available free of charge.

In-person training sessions will be limited, wherever possible, to a maximum of one and one-half days. The ODJFS Contract Manager will determine the duration of each training session. Ongoing or repetitive training sessions may be scheduled up to a year in advance, but specific training schedules and corresponding budgetary requirements will be identified more frequently, as determined by the ODJFS Contract Manager, to accommodate training needs identified through oversight and/or monitoring activities.

ODJFS will require, at a minimum, one full week to review content and materials for each training project. ODJFS will then issue a written approval or rejection. In the event of rejection, the notice will explain the deficiencies and may include suggestions to remedy those deficiencies. Specific costs for each type of training will be in the cost summary for each project proposal and will be subject to negotiation.

In carrying out its training delivery responsibilities, the selected vendor will be required to perform the tasks listed below under the direction of the ODJFS Contract Manager. Therefore, the vendor's Technical Proposal must reflect concise methods that will be utilized to:

1. Determine a method to assess customer training/technical assistance needs;
2. Determine the most appropriate and cost-effective training delivery approach;
3. Identify target audience and venues;
4. Determine learning objectives and desired outcomes;
5. Identify the most appropriate trainer and enter into a subcontract if necessary. See Section 3.3 for qualifications and characteristics ODJFS deems necessary for a trainer to be considered "appropriate" for purposes hereunder;
6. Complete all trainer/technical assistance expert negotiations;
7. Secure and manage all appropriate training providers;
8. Review and secure approval of all training curriculum and materials prior to training delivery;
9. Conduct training outreach activities—including the development/distribution of related materials/media;
10. Facilitate and complete all trainer contractual and logistical needs;
11. Arrange for all other necessary training logistics;
12. Support OWD coordination of training logistics;
13. Assist as needed in the preparation or production of course materials;
14. Develop participant registration process and materials and track registrations and attendance;

15. Develop and distribute participant certificates of completion and surveys;
16. Prepare and administer training evaluation;
17. Complete monthly reports for the ODJFS Contract Manager; and,
18. Issue payments to subcontracted training providers.

B. Technical Assistance Services

The vendor's proposal must describe in detail how the following technical assistance services will be competently and successfully performed. The services may include, but may not be limited to:

1. **Grant Writing:** Write grant applications as requested for grant opportunities identified by the ODJFS Contract Manager. The vendor will gather the information required, prepare initial drafts for review and then complete the final proposal. Additional technical assistance services may be needed to prepare the appropriate agency/staff for grant implementation;
2. **Program Evaluation:** Collect and evaluate information about an identified workforce development-related program/service or a particular aspect thereof as needed to enhance the ability of ODJFS or local workforce development agencies to make informed decisions about program continuation, improvement, or replication;
3. **Program Research:** Gather and analyze data on workforce development-related programs, practices, and services identified as significant to workforce development system performance. This will often involve the identification of best practices in other states and of options for implementation in Ohio;
4. **Facilitation of Customer/Stakeholder Group Meetings/Sessions:** Administer customer or stakeholder group meetings to support the continuous improvement of the workforce development system. This function would typically involve meeting design, facilitation, and the development/submission of minutes/reports and may include focus groups, strategic planning, team-building, and continuous improvement;
5. **Mystery Shopping:** Mystery shoppers will visit local One-Stop sites posing as customers and will objectively evaluate customer service using processes and criteria developed by ODJFS. The selected vendor will "shop" a minimum of two or three sites on a given day and complete an online questionnaire about the experience;
6. **Presentation, Newsletter, and Communications Development:** Develop electronic and print-ready materials to convey workforce development-related information. All materials will be produced under the guidance of the ODJFS Contract Manager and in accordance with state and ODJFS policies;
7. **Event Planning and Management:** Plan, coordinate, and facilitate statewide conferences or meetings, workshops, and trainings that can be held either statewide or at the regional or local level. Services may include, but will not be limited to, securing the event site, logistics, and presenters; development and completion of registration process; and development and distribution of agendas, materials, and evaluations; and,

8. **Curriculum Development:** As requested, the selected vendor will develop curricula for training projects that promote the improvement of the management, service quality, and program outcomes at all levels of the workforce development system. Curriculum development may be for workshops, webinars, online training modules, etc.

C. **Brokering Services**

When the ODJFS Contract Manager identifies a need that requires specialized knowledge or customization, and the selected vendor does not have the capability to satisfactorily perform the needed service, the selected vendor, at the request of ODJFS, will broker those services from a third party provider that will be selected in accordance with this RFP.

The selected vendor will have a process in place to quickly and effectively broker with service providers to deliver services when requested by the ODJFS Contract Manager. The process will include methods to confirm the specific need(s), the time frame for service delivery, cost parameters, provider identification, screening, selection, management, and evaluation.

The types of services that may be brokered under the resulting contract include, but are not limited to, specialized training, customized curriculum development, evaluations, or the solicitation of a presenter or speaker with specialized knowledge of subject matter that is pertinent to a particular need.

Costs for brokered services will be limited to the actual costs incurred, plus a maximum of 10 percent of those costs to cover the selected vendor's expenses.

D. **Reporting**

By the 15th of each month during the term of the resulting contract, the selected vendor will provide a progress and activity report that will include a summary of the major activities conducted during the previous month; documentation of accomplishments, specific deliverables produced, management issues, summary of hours worked; an assessment of progress toward completion of assigned projects; and planned activity for the following month.

4.5 **Selected Vendor Compensation Structure**

Compensation will be made on a reimbursement basis for the actual hours dedicated to the provision of the training and technical assistance services described herein. All overhead and administrative costs must be configured into the hourly rates. For services that are brokered, vendors will be reimbursed for the actual costs plus up to an additional ten percent (10%) of that actual cost to cover administrative expenses. The vendor will only invoice for each specific deliverable when completed.

Vendors will use the Cost Proposal Form included in Attachment D to this RFP to create a budget table and budget narrative that will be collectively titled, "Cost Proposal". The costs should include the hourly rates for all personnel and pre-selected subcontractors identified as key staff in the Technical Proposal. ODJFS will compare the identified rates with the standards established by the United States Department of Labor's Bureau of Labor Statistics (BLS). Any vendors that submit Cost Proposals with rates that exceed ninety percent (90%) of the BLS' listed rates will be disqualified. All others will be scored by a comparison of the rates to weight of the positions as described in Attachment D.

ODJFS understands that because the specific projects to be performed throughout the term of the resulting contract cannot be identified at the time this RFP is released, the anticipated number of hours cannot be provided. However, the selected vendor will be required to include a cost summary with each project proposal that will include:

- A. Identification of all individual staff/subcontractors that will be assigned to the project;
- B. The specific roles/positions that each individual will fulfill;
- C. The hourly rate each individual will earn while performing on the project;
- D. The anticipated number of hours each individual will perform work on the project; and,
- E. A total dollar amount for the project.

*The costs listed in each project proposal will be subject to negotiation between the ODJFS Contract Manager and the selected vendor. After both parties agree to a fixed cost for a project, the selected vendor will submit a final project proposal to be signed by the ODJFS Contract Manager.

**Should negotiations result in costs anticipated to exceed the overall total or the total funding available for a SFY according to the contract and purchase order, the contract must be formally amended to include the additional funds before any additional costs are incurred.

***All overhead costs, including administrative, indirect, travel, etc., must be configured into the hourly rates. ODJFS will not reimburse the selected vendor for these costs separately.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

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

Seven (7) paper copies (one signed original and 6 copies) and one CD-ROM copy of the Technical Proposal;

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

AND

In a sealed, separate envelope, **three paper copies (one signed original and two copies) and one CD-ROM copy of the Cost Proposal.**

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than **3:00 p.m. EST, on Monday, April 11, 2011**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Ohio Department of Job & Family Services
Office of Legal & Acquisitions Services
Division of Contract Administration
30 East Broad Street, 31st Floor,
Columbus, Ohio 43215-3414
ATTN: RFP/RLB Unit**

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

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

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

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR WORKFORCE DEVELOPMENT TRAINING AND TECHNICAL ASSISTANCE SERVICES, RFP: JFSR1213158008 SUBMITTED BY [VENDOR'S NAME HERE]."**

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

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

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as

stated above) and again on the 31st Floor. All Proposals must be received **no later than the specified deadline, both time and date**, by the ODJFS Office of Contracts and Acquisitions, on the 31st Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for Proposals delivered to any address other than the address provided above. No late proposals will be considered.**

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

5.2 Format for Organization of the Proposal

A. Overall Proposal Organization

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

The vendor's Technical Proposal must contain the following components (organized in five (5) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the Proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 will be sequentially numbered.

Vendors must organize their Technical Proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

Tab 2 Vendor Experience & Qualifications

Sub-Tab 2a. Mandatory Vendor Qualifications (Section 3.1, A through C)

Sub-Tab 2b. Organizational Experience & Capabilities (Section 3.2, A through F)

Sub-Tab 2c. Staff Experience and Capabilities (Section 3.3, A through C)

Tab 3 Scope of Work and Specifications of Deliverables

Sub-Tab 3a. Deliverable A

Sub-Tab 3b. Deliverable B

Sub-Tab 3c. Deliverable C

Sub-Tab 3d. Deliverable D

Tab 4 Administrative Structures—Proposed Work Plan

Sub-Tab 4a. Work Plan—Requirement A

Sub-Tab 4b. Work Plan—Requirement B

Sub-Tab 4c. Work Plan—Requirement C

Sub-Tab 4d. Work Plan—Requirement D

Tab 5 Attachments or Appendices

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

NOTE: Vendors are required to submit **one additional CD-ROM copy** (using TWO CD-ROMs) of their entire Proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal including any required or voluntary attachments to it. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.**

B. Technical Proposal Details

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

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

1. (Tab 1)

Required Vendor Information & Certifications

In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in **Attachment A.** to this RFP, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print **Attachment A.**, complete and sign it (in blue ink), and return it as the content of their Technical Proposal Tab 1; or they may provide all the required information and certifications (each fully re-stated from **Attachment A.**) on their own letterhead, properly signed (in blue ink), and use that document as the content of their Technical Proposal Tab 1. Vendors who fail to provide all information and certifications as described in **Attachment A.** in their Technical Proposal Tab 1 risk disqualification.

The signed original of the above referenced form (**RFP Attachment A.**) is to be provided in the vendor's original Technical Proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

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

In order to be acknowledged as a vendor with an Ohio Presence (as described in Sections 1.1, 3.1, and 8.24) for additional scoring consideration, the vendor must demonstrate in this Tab 1 section of its Technical Proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

Per Governor's Executive Order 2010-09-S, vendors are required to complete a Standard Affirmation and Disclosure Form (included in Attachment A) that provides the names of individuals or entities who will be performing work under the contract and the physical address of the location where the work will be completed if not performed on site at an ODJFS or local area agency. This is to confirm that no services are provided outside of the United States.

2. (Tab 2)

Vendor Experience & Qualifications

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

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

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

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

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

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

3. (Tab 3)

Scope of Work & Specifications of Deliverables

This section should describe in detail how the vendor proposes to perform the services identified in Sections 4.1, Scope of Work and in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.4 behind separate sub-tabs as described above.

4. (Tab 4)

Administrative Structures—Proposed Work Plan

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

5. (Tab 5)

Vendor Attachments or Appendices

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

C. Cost Proposal

Three (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR WORKFORCE DEVELOPMENT TRAINING AND TECHNICAL ASSISTANCE SERVICES, RFP: JFSR1213158008 SUBMITTED BY [VENDOR’S NAME HERE].”**

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

Vendors are to complete the Cost Proposal Form, provided as **Attachment D** to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed Cost Proposal. The Cost Proposal Form requires interested vendors to provide the hourly rates for all key positions identified in Section 3.3 and defined in **Appendix A: Explanation of Terms**. The rates identified in the vendor's Cost Proposal will be the rates in effect throughout the contract period (SFY 12 & 13) unless otherwise negotiated between ODJFS and the selected vendor. Any negotiated changes to the rates will require a formal amendment to the contract before the new rates can be applied to services performed under the contract. If ODJFS opts to renew the contract for SFYs 14 and 15, the individual rates for service will adjust in proportion to any increase or decrease in BLS National Percentile Wage Estimates. At the vendor's discretion, additional documentation may also be included with the completed **Attachment D**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

D. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

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

Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP/RLB) found anywhere in a vendor's Proposal will result in immediate disqualification of that vendor's Proposal.

Any sensitive personal information on vendor *or* subcontract staff (e.g., social security numbers, addresses) must be omitted from vendor Proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, OWD, and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the Proposal review and vendor selection process.

Selection of the vendor will be based upon the criteria specified in Sections I., III., IV., and V. of this RFP. Any proposals not meeting the requirements contained in those sections of this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. In scoring the proposals, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I. Review. **Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration. Please refer to Attachment C, Technical Proposal Score Sheet for a complete listing of initial disqualifiers.**

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

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

Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. Vendors who demonstrate that they are an MBE vendor and/or have an Ohio Presence will receive additional consideration as specified in the Technical Proposal Score Sheet. **Please refer to Attachment C,**

Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.

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

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

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

The Cost Proposal will be reviewed by ODJFS. Each technically qualified vendor's rates as provided in its Cost Proposal will be evaluated through a comparison with BLS rates as described in Section 4.5. **If any of the rates of any qualified vendor exceed 90% of the BLS rates, that vendor will be disqualified.** The rates will be weighted by key position and by the percentage of the BLS rate in comparison to the vendor's rate for each position. The Cost Form and instructions in **Attachment D** provide a more thorough explanation of how the Cost Proposal will be scored.

6.2 Review Process Caveats

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

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

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

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

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

6.3 Final Vendor Recommendation

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

6.4 Tie Breaker

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

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest will be in writing and will contain the following information:
 1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest will be considered by ODJFS, if it is received by ODJFS' Office of Legal & Acquisition Services, within the following periods:
 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals that are apparent or should be apparent prior to the closing date for receipt of proposals will be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest will be filed no later than 3:00 p.m. of the *eighth (8th)* calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.

- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal & Acquisition Services after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Chief Legal Counsel
ODJFS Office of Legal & Acquisition Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-0423
- E. When a timely protest is filed, a contract award will not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract will be notified of the receipt of the protest.
- F. ODJFS' Office of Legal & Acquisition Services will issue written decisions on all timely protests and will notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

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

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

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

8.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed, the name of the contract manager or primary agency contact and affirmation that the vendor is performing satisfactorily. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A.**) to report this information and include the completed document in the vendor's Technical Proposal as specified in **Section 5.2 B., 1** of this RFP.

8.2 Interview

Vendors submitting proposals may be required to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODJFS and/or other state or

county agency staff or other representatives it may appoint, as appropriate. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor will bear all costs of any scheduled interview.

8.3 Start Work Date

The selected vendor must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management via the issuance of a State of Ohio Purchase Order pursuant to ORC 126.07. The selected vendor will be notified by the ODJFS project manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

8.4 Proposal Costs

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

8.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in ORC 1333.61 in their proposals in response to any ODJFS RFP, RLB or other procurement efforts. ODJFS will consider all proposals voluntarily submitted in response to any ODJFS RFP (or etc.) to be free of trade secrets and such proposals will, in their entirety, be made a part of the public record.

All Proposals and any other documents submitted to ODJFS in response to this RFP will become the property of ODJFS. This RFP and, after formal announcement by ODJFS of the results of this RFP project (e.g., notices provided to responding vendors regarding vendor selection, notice of project cancellation, etc.), any Proposals submitted in response to the RFP are deemed to be public records pursuant to ORC 149.43. For purposes of this section, "Proposal" will mean both the Technical and the Cost Proposals (if opened by ODJFS) submitted by the vendor, any attachments, addenda, appendices, or sample products.

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

8.6 Contractual Requirements

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as **Attachment B.** of this RFP;
- B. Many of the terms and conditions contained in the model contract (See **Attachment B.**) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;

- E. The selected vendor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The selected vendor and any pre-selected subcontractor(s) agree to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the selected vendor, and any subcontractor(s), will certify compliance with any court order for the withholding of child support that is issued pursuant to ORC 3113.217. The selected, and any subcontractor(s), must also agree to cooperate with ODJFS and any child support enforcement agency in ensuring that the selected vendor or employees of the elected vendor meet child support obligations established under state law; and
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect.

8.7 Travel Reimbursement

Travel will be folded into the hourly rates identified in the Cost Proposal. Travel is not to be listed separately.

8.8 Minority Business Enterprise

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

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

- A. The subcontractor's legal status, federal tax ID number, and principle business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- C. A complete description of the work the subcontractor will do;
- D. A commitment to do the work, if the vendor is selected;
- E. A statement that the subcontractor has and understands the RFP, the nature of the work, and the requirements of the RFP; and
- F. A copy of the Ohio MBE certificate.

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

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

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

8.9 Subcontractor Identification and Participation Information

Any vendors proposing to use a pre-selected subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their Proposals and must include an explanation of how/why the subcontractor was selected and a copy of the agreement executed between the vendor and the pre-selected subcontractor. If there is no existing agreement, the Proposal must include a letter from the identified subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

- A. The subcontractor's legal status, federal tax ID number, and principle business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- C. A complete description of the work that will be performed under the resulting contract;
- D. A commitment to do the work, if the vendor is selected;
- E. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

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

8.10 Public Release of Records

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

8.11 Confidentiality

All contracts will require that the selected vendor maintain the confidentiality of information and records deemed confidential by state and federal laws, rules, and regulations.

8.12 Key Personnel

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

8.13 Ethical & Conflict of Interest Requirements

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

8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements, if applicable

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with Title 42 Sections 1320d through 1320d-8, of the United States Code, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically Title , Part 164.501 of the Code of Federal Regulations, and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP. In the event of a material breach of contractor obligations under this section, ODJFS may at its option terminate the contract according to provisions within the contract for termination.

8.15 Waiver of Minor Proposal Errors

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

8.16 Proposal Clarifications

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

8.17 Contractual Requirements and Prevailing Wage Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as **Attachment B**, to this RFP. Potential vendors are strongly encouraged to read the model contract and to be fully aware of ODJFS' contractual requirements. Additionally, the selected contractor will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

8.18 Unresolved Findings for Recovery (ORC 9.24)

ORC Section 9.24 prohibits ODJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the vendor warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under ORC 9.24 prior to the award of any contract arising out of this RFP, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant

to this RFP. ODJFS will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

8.19 Mandatory Contract Performance Disclosure

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

8.20 Mandatory Disclosures of Governmental Investigations

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

8.21 Mandatory Disclosures of Work Location

Pursuant to Governor’s Executive Order 2010-09S, all vendors are required to complete the Standard Affirmation and Disclosure form included as Attachment A to this RFP and must include it among the required documents as part of the Proposal packet. All proposals must explicitly state the location(s) (city, state/province, country) where work described in this RFP would be performed, whether by the vendor or by any subcontractors.

8.22 Vendor Selection Restriction

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

8.23 Declaration of Material Assistance Requirements

Any vendor that is recommended for award of any contract or grant by ODJFS will be required to provide certification that the vendor has not provided material support or resources to any organization listed on the

“Terrorist Exclusion List” (TEL) maintained by the U.S. Department of State. It (as provided in **Attachment A**) must be completed, signed by the vendor’s authorized representative, and returned to ODJFS in the vendor’s proposal packet as specified in Section 5.1 of this RFP.

8.24 Ohio Presence Consideration

The vendor that is awarded the contract resulting from this RFP is required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each vendor must either demonstrate in its Proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location of the vendor’s presence. Vendor Proposals must identify the work to be performed for this project at that location and identify vendor personnel, either by staff name or function that will operate from the Ohio location.

8.25 Ownership of Deliverables

- A. All Deliverables developed by the selected vendor under the resulting contract or with contract funds—including any documents, data, photographs and negatives, electronic reports/records, or other media—are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The selected vendor will not obtain copyright, patent, or other proprietary protection for the Deliverables. The selected vendor will not include in any Deliverable any materials copyrighted to a third party, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use the copyrighted materials in the manner provided herein and in the resulting contract. The selected vendor agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.
- B. All Deliverables provided or produced pursuant to this RFP and the resulting Contract will be considered “works made for hire” within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables are deemed not a “work made for hire,” or if there are any rights in the Deliverables not conveyed to ODJFS, the selected vendor agrees to, and through the execution of the resulting contract will, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables produced in the delivery of services described herein. ODJFS acknowledges that its sole ownership of the Deliverables under the resulting contract will not affect the selected vendor’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that was developed by the selected vendor prior to or as a result of this RFP or that are generally known and available.
- C. The selected vendor understands that it must submit a written request to ODJFS and receive express written permission from ODJFS to include any of its own pre-existing, proprietary materials in any of the Deliverables under the resulting contract. ODJFS’s approval of the inclusion of pre-existing, proprietary materials is on the condition that the selected vendor grants ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under the resulting contract. Upon request by the selected vendor, ODJFS will incorporate any proprietary notice(s) the selected vendor may reasonably require for any pre-existing, proprietary materials included in the Deliverables produced under the resulting contract into any future copies of the Deliverables. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for the selected vendor.

SECTION IX. ATTACHMENTS AND THEIR USES

- A. Required Vendor Information and Certifications** (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.*)
- B. ODJFS Model Contract** (*For vendor reference purposes*)
- C. Technical Proposal Score Sheet** (*For vendor self-evaluation purposes...do not submit*)
- D. Cost Proposal Form** (**Most RFPs need a Cost Prop Form, but this reference should be deleted for those that do not.**) (*To be completed & included in cost proposal packet as specified in Sec. 5.2, C.*)

SECTION X. APPENDICES AND THEIR USES

- A. Explanation of Terms**

Thank you for your interest in this project.

Attachment A consists of 3 distinct and different sections. All sections must be completed and included in Tab 1 of the proposal.

Section 1 – Required Vendor Information

Section 2 - Location of Business Form

Section 3 – Declaration Regarding Material Assistance

Attachment A

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: The Ohio Department of Job and Family Services (ODJFS) requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal\bid. **Failure to provide such required information will result in your proposal's immediate disqualification.**

Instructions: Provide the following information regarding the vendor submitting the proposal or bid. Vendors may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their proposals. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the vendor. Vendors are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODJFS.

IMPORTANT: If the RFP\RLB specified a maximum page limit for vendor proposals\bids, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will **NOT** be counted against that page limit.

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
<p>6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>:</p> <p>Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ and Fax #: _____</p> <p>For all proposals submitted to ODJFS via commercial courier (e.g., those not hand-delivered to ODJFS), the vendor representative listed here will receive a confirmation at the e-mail address provided above. If the vendor does not receive a confirmation of receipt of the proposal within four business days following the submission deadline of proposals as specified in the RFP/ RLB, the vendor should contact the ODJFS RFP/RLB Unit at ODJFS_RFP_RLB_UNIT@jfs.ohio.gov to report it. This confirmation only signifies receipt of the proposal by ODJFS, and does not imply that the vendor’s proposal is complete or qualified for the consideration for the award. Vendors must adhere to all communication prohibitions stated in the RFP/RLB. A vendor who attempts any prohibited communications may be disqualified by ODJFS from consideration for this project.</p>	
<p>7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</p> <p>Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ and Fax #: _____</p>	
<p>8. Is this vendor an Ohio certified MBE? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach a copy of current certification to proposal\bid. (If ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification <u>WILL RESULT IN DISQUALIFICATION.</u>)</p>	

9. Mandatory Vendor Certifications:

ODJFS may not enter into contracts with/make purchases from any vendors who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Vendors responding to any ODJFS RFP\RLB or other purchase opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. **Failure to provide proper affirming signature on any of these statements will result in the disqualification of your proposal\bid.**

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

AND

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

AND

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

10. 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 page 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.**

11. Equal Employment Opportunity Information on the Vendor and any Subcontractor(s)

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

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 subcontractors:

Nationwide:

Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2004) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

12. Vendor and Grantee Ethics Certification

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

- (1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
- (2) I have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

*"Doing business with" includes all contracts for goods and services, excluding purchases made using the State of Ohio's Payment Card Program that cost less than \$1,000.

13. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not _____ (or) I will _____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 14 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

14. I _____, (vendor representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (vendor's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this proposal in response to the ODJFS RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

Attachment A.

Location of Business Form

Pursuant to Governor's Executive Order 2010-09S (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. Provide the location(s) from which all the work related to this project will be performed, including any subcontract work, if different from the location of principal place of business.**
- 2. Provide the location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored.**
- 3. Identify any subcontractors that will be providing any services under this agreement, and specify the location of the principal place of business of those subcontractors.**

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. I attest that no funds provided by ODJFS for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor 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



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

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

DECLARATION

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

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

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

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

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

CERTIFICATION

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

X

Signature

Date

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES CONTRACT AGREEMENT

C-1213-00-0000

RECITALS:

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

- A. ODJFS issued a Request for Proposal (RFP) titled _____, numbered _____, and dated _____, which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Proposal of CONTRACTOR dated [DATE] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.

ARTICLE I. PURPOSE; DELIVERABLES

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

INSERT DELIVERABLES

- B. The ODJFS Contract Manager is **ODJFS Contract Manager.**
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

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

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

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

ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT Dollars (\$TOTAL)**. ODJFS will pay an amount up to **SFY1 AMT Dollars (\$SFY 1)** for State Fiscal Year **SFY1** and up to **SFY2 AMT Dollars (\$SFY2)** for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

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

- B. Compensation will be paid as reimbursement for actual expenditures incurred and paid by CONTRACTOR **[upon completion of Deliverables] [at the rate of \$_____ per hour].**

- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice;
 5. Description of Deliverables performed during the billing period; and
 6. Receipt or other proof of costs paid by CONTRACTOR for which CONTRACTOR is seeking reimbursement.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
 2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
 3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement.

CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
 2. ODJFS discovers any illegal conduct by CONTRACTOR; or

3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables; and
 4. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section G is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of the this Contract.
- D. All notices in accordance with Sections B and C of this ARTICLE will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, and other information, created or used pursuant to this Contract will be treated according to the following terms, and that the terms will be included in any subcontracts executed for the performance of the Deliverables under this Contract:

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this Section B will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of

Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.

- E. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Section 1320 of the United States Code (42 USC 1320d -1320d(8)) and the implementing regulations found at Title 45, Parts 164.502 and 164.504 of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this Contract neither CONTRACTOR nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from

conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.

3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
2. **Fair Labor Standards and Employment Practices.**
 - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
 - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
4. **Conflicts of Interest.**
 - a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee

when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.

- b. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- c. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

6. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

7. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

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

9. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

10. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible.

CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

11. Expenditure of Public Funds for Offshore Services—Executive Order Requirements.

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2010-09S and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
 - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for the contractor and all subcontractors.
- c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, 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 Contract that CONTRACTOR 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 Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

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

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.

- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

ARTICLE X. CONSTRUCTION

This Contract will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Contract will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Contract impossible.

Signature Page Follows:

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ATTACHMENT C
Technical Proposal Score Sheet
RFP: JFSR1213158008

PHASE I: Initial Qualifying Criteria

Vendor Name: _____

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	Y E S	N O
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2, B., 1.		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	8.18 / 8.19 8.20 / 8.23		
5	Did the vendor include three (3) references from entities for which the vendor has successfully provided services/projects comparable in scope to the requirements in the RFP? [These references must relate to work that was completed within the past five (5) years.]	3.1, A.		
6	Has the vendor demonstrated that they have at least two (2) years of organizational experience in the provision of workforce development related training and technical assistance services?	3.1, B.		
7	Has the vendor identified and assigned a Project Administrator and a Project Manager who each are in-house staff members and have at least five (5) years workforce development and training experience and possess at least a Bachelor’s Degree or an additional three (3) to five (5) years of experience in public administration, social work, or related field?	3.1, C.		
8	Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	5.2, D. 8.5		
9	Did the vendor remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package?	3.3 5.2, D.		

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS, Office of Workforce Development. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value, as follows:

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

Technical Performance Scoring Definitions:

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

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

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

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

A technical proposal’s total PHASE II A. score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **572** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **836** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE II B—Additional Consideration., of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA PHASE II A.	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
VENDOR QUALIFICATIONS								
MANDATORY QUALIFICATIONS								
1	The vendor has included three (3) references from entities for which the vendor has successfully provided services/projects comparable in scope to the requirements in this RFP. These references must relate to work that was completed within the past five (5) years.	3.1, A.	2					
2	The vendor has demonstrated at least two (2) years of organizational experience in the provision of workforce development related training and technical assistance services.	3.1, B.	2					
3	The vendor has identified and assigned a Project Administrator and a Project Manager who each are in-house staff members and have at least five (5) years workforce development and training experience and possess at least a Bachelor's Degree or an additional three (3) to five (5) years of experience in public administration, social work, or related field.	3.1, C.	3					
ORG. EXPERIENCE & CAPABILITIES								
4	The vendor has demonstrated a minimum of two (2) years organizational experience in effective planning, delivering and/or coordinating workforce development-related training and technical assistance services in a technical or regulated environment.	3.2, A.	2					
5	The vendor has demonstrated experience in the development of workforce development-related training curriculum and in the delivery of workforce development-related training services.	3.2, B.	3					
6	The vendor has demonstrated knowledge of, and experience in Ohio's workforce development system and the laws and regulations impacting its operations.	3.2, C.	3					
7	The vendor has demonstrated experience in the delivery of training to workforce development staff in the areas of WIA governance, financial management, Rapid Response, WIA Adult/Dislocated Worker/Youth programs, case management, monitoring, audit resolution, and One-Stop (local workforce development/employment agency) service delivery within the past 24 months.	3.2, D.	2					
STAFF EXPERIENCE & CAPABILITIES								
In this section, the vendor must have identified the individual(s) who will fulfill each of these roles and must have clearly demonstrated that each identified individual has the required education and experience to fulfill his/her assigned position and, if applicable, explained the methodology that has been or will be utilized in carrying out responsibilities under the contract. Key positions will require profiles and curriculum vitae.								
8	Project Administrator – The vendor has demonstrated that this individual has at least a bachelor's degree or an additional three (3) to five (5) years of experience in public administration, social work, or related field, and a minimum of five (5) years experience in the administration of workforce development-related projects and has included a description of the functions the individual has performed in this role.	3.3, A., 1.	3					
9	Project Manager– The vendor has demonstrated that this individual has at least a bachelor's degree or an additional three (3) to five (5) years of experience in public administration, social work, or related field, and a minimum of five (5) years experience in the management of a variety of workforce development/WIA projects. Examples of projects managed and a description of all functions performed in the management of the identified projects has been included.	3.3, A., 2.	3					
10	Trainer– The vendor has demonstrated that all identified trainer(s) are familiar with best practices for workforce development programs and trainings on a national level, that all have at least three (3) years experience in the delivery of workforce development training services in Ohio, and can deliver trainings in multiple settings—including in-person, via webinar, and via video conference. The vendor's Technical Proposal has also described the training topics and types of trainings that have been delivered by each identified trainer and the methods utilized to organize and present materials and to assess training outcomes and has included at least two or three examples of training materials—which can include manuals, hand-outs, power point presentations, etc.	3.3, A., 3.	3					
11	Curriculum Developer– The vendor has demonstrated that the identified curriculum developer(s) have at least three (3) years of experience and have successfully created complex/customized curricula on a variety of workforce development topics and must include evidence that the curricula was deemed appropriate for the intended audiences and met the purpose of the entities for which the curricula was created. The vendor's Technical Proposal has also demonstrated that the identified curriculum developers have the ability to create curricula in various forms to accommodate the manner in which the curricula will be delivered (in person, via webinar, or via videoconference), and have provided at least three examples of workforce development curricula the identified developers have created and have explained the methods utilized to develop the curricula in consideration of audience and purpose.	3.3, A., 4.	3					

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet	Partially Meets	Meets	Exceeds	Extension
				0	6	8	10	
12	Public Relations Specialist– The vendor has demonstrated that their identified public relations specialist(s) have at least three (3) years experience in the development of multiple forms of media prepared for a variety of audiences and must provide at least three or four examples of past work with an explanation of the means and methods utilized in the development the media. The vendor's Technical Proposal has also demonstrated familiarity with policies that pertain to media printed and published on behalf of ODJFS and the State of Ohio and has included a demonstration of adaptability in formatting media to be compatible with different software/systems.	3.3, A., 5.	3					
13	Project Facilitator– The vendor has demonstrated that the identified facilitators have at least three (3) years experience working with diverse groups of individuals on a variety of workforce development projects and has included at least three examples of experience in the facilitation of workforce development-related projects. Examples include a description of the audiences, purposes, agendas, processes, summaries, and reporting methods involved as well as the techniques utilized to engage participants. Types of projects may include focus groups, strategic planning, team building, and continuous improvement.	3.3, A., 6.	2					
14	Program Researcher– The vendor has demonstrated that their identified program researcher(s) have at least three (3) years of experience and knowledge of workforce development/WIA programs and the multitude of resources where pertinent information can be retrieved. The vendor's Technical Proposal has also included at least three examples of past workforce development research projects, the methods used to determine the appropriate resources in consideration of the purpose and the audience, and how the information was analyzed and presented.	3.3, A., 7.	2					
15	Event Planner– The vendor has demonstrated that their identified event planner(s) have at least three (3) years of experience and has included at least two examples of successful events and include details on the event types, scope, audience, size, and the processes utilized to register participants and to evaluate the outcome of each event. Success can be demonstrated by providing evidence of positive feedback or by providing contact information for the agencies that enlisted the services of the identified planners. The vendor's Technical Proposal has also explained experience and methods used to prepare and coordinate trainers/presenters.	3.3, A., 8.	2					
16	Grant Writer– The vendor has demonstrated that their identified grant writer(s) have at least three (3) years experience and knowledge in the successful completion of grant applications, described the types of grant applications completed and has demonstrated the level of success by listing the number of applications completed and the number of grants awarded.	3.3, A., 9.	1					
17	Program Evaluator– The vendor has demonstrated that their identified program evaluator(s) have at least three (3) years experience in the evaluation of multiple types of programs and services—preferably workforce development or government-related services—and has demonstrated use of multiple data collection methods such as distributing surveys and questionnaires and conducting interviews. Methods utilized to analyze collected data, determine outcomes, rate customer satisfaction, and draw conclusions has also be explained.	3.3, A., 10.	1					
18	Mystery Shopper– The vendor has demonstrated that their identified mystery shopper(s) have at least two (2) years experience in conducting similar types of assessments and the ability to objectively rate the level of service received from One-Stop staff and report on the findings.	3.3, A., 11.	1					
19	The vendor has included the resume(s), education and pertinent experience of the Project Administrator and Project Manager and all identified key personnel (including any subcontractors), and has specifically listed the qualifications and experience of each individual to competently perform the services described in Sections 3.1 and 4.4 of the RFP.	3.3, B.	2					
20	The vendor proposal has included a discussion on the processes that would be used to subcontract with other qualified providers of training and technical assistance services as needed in a timely and cost effective manner and to broker services if requested by the ODJFS Contract Manager.	3.3, C.	1					
SPECIFICATIONS OF DELIVERABLES								
TRAINING SERVICES								
21	The vendor's proposal has described in detail how they will provide the 18 items listed in Section 4.4 A., of the RFP in carrying out its training delivery responsibilities.	4.4, A.	3					
TECHNICAL ASSISTANCE SERVICES								
22	The vendor's proposal has described in detail how they will perform grant writing services as specified in the RFP.	4.4, B., 1.	1					

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
23	The vendor's proposal has described in detail how they will collect and evaluate information about an identified workforce development-related program/service or a particular aspect thereof as needed to enhance the ability of ODJFS or local workforce development agencies to make informed decisions about program continuation, improvement, or replication.	4.4, B., 2.	1					
24	The vendor's proposal has described in detail how they will gather and analyze data on workforce development-related programs, practices, and services identified as significant to workforce development system performance.	4.4, B., 3.	2					
25	The vendor's proposal has described in detail how they will administer customer or stakeholder group meetings to support the continuous improvement of the workforce development system.	4.4, B., 4.	2					
26	The vendor's proposal has described in detail how the mystery shopper(s) will visit local One-Stop sites posing as a customer(s) and will objectively evaluate customer service using processes and criteria developed by ODJFS and will "shop" a minimum of two or three sites on a given day and complete an online questionnaire about the experience.	4.4, B., 5.	1					
27	The vendor's proposal has described in detail how they will develop electronic and print-ready materials to convey workforce development-related information.	4.4, B., 6.	3					
28	The vendor's proposal has described in detail how they will plan, coordinate, and facilitate statewide conferences or meetings, workshops, and trainings that can be held either statewide or at the regional or local level. Services may include, but will not be limited to, securing the event site, logistics, and presenters; development and completion of registration process; and development and distribution of agendas, materials, and evaluations.	4.4, B., 7.	2					
29	The vendor's proposal has described in detail how they will (as requested) develop curricula for training projects that promote the improvement of the management, service quality, and program outcomes at all levels of the workforce development system. Curriculum development may be for workshops, webinars, online training modules, etc.	4.4, B., 8.	3					
BROKERING SERVICES								
30	The vendor's proposal has included a process to quickly and effectively broker with service providers to deliver services when requested by the ODJFS Contract Manager. The process includes methods to confirm the specific need(s), the time frame for service delivery, cost parameters, provider identification, screening, selection, management, and evaluation.	4.4, C.	2					
REPORTING								
31	The vendor's proposal has described in detail how they will, by the 15th of each month during the term of the resulting contract, provide a progress and activity report that will include a summary of the major activities conducted during the previous month; documentation of accomplishments, specific deliverables produced, management issues, summary of hours worked; an assessment of progress toward completion of assigned projects; and planned activity for the following month.	4.4, D.	1					
ADMIN. STRUCTURES—PROPOSED WORK PLAN								
32	The vendor has stated the key objectives of the services described herein. This does not mean that the vendor simply restated the objectives as identified in Section 1.5 of this RFP, but has discussed them in detail sufficient to convey the vendor's comprehension of the objectives as well as the vendor's commitment to helping ODJFS achieve them.	4.3 A.	2					
33	The vendor has provided a technical approach and examples of work plans for the various types of projects and services described herein that the vendor has performed. This includes methodology for completion of the project activities and has also included a description of methods to perform administrative functions such as needs assessment, task analysis, decision-making processes, administrative methods/techniques for the work, and the resources to be utilized.	4.3 B.	3					
34	The vendor has described the status-reporting procedure to identify work completed, and to explain the resolution of any unanticipated problems.	4.3 C.	1					
35	The vendor has provided a current organizational chart (including any pre-selected subcontractors to perform services described herein); specified the key personnel (see Section 3.3 A) who will be assigned to this project and the roles that will be fulfilled by each identified individual as well as specified which individuals are In-House and which are pre-selected subcontractors.	4.3 D.	2					
PROPOSAL ORGANIZATION								
36	The vendor has submitted a proposal which complies with the specified submission format.	5.2	.25					
37	The vendor has submitted a proposal which is free of self-promotional claims.	6.1	.25					

I T E M #	EVALUATION CRITERIA	RFP	Weight	Doesn't	Partially	Meets	Exceeds	Extension
		SEC. REF.		Meet 0	Meets 6	8	10	
38	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	6.1	.25					
TRADE SECRET INFORMATION								
39	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	5.2, D. 8.5			YES	NO		
Column Subtotal of "Partially Meets" points								
Column Subtotal of "Meets" points								
Column Subtotal of "Exceeds" points								
TOTAL SCORE:								

Based upon the Phase II A. Total Technical Score earned, does the vendor's proposal proceed to Phase II B. for additional consideration for being an MBE-EDGE vendor and having an Ohio Presence? (Vendor's Total Phase II A. Technical Score must be at least 572 points.)

Yes _____ No _____ (If "No," Vendor's Technical Proposal will not receive further consideration and their Cost Proposal will not be opened.)

PHASE II B.— Additional Consideration		RFP Sec. Ref.	NO	YES (+10 pts.)
1	MBE-EDGE Vendor --Has the vendor provided evidence that they are an MBE-EDGE vendor?	3.2 E 6.1, B.		
2	Ohio Presence — Has the vendor provided evidence of an Ohio presence? [Vendors must provide evidence, including a physical address, of an office or work site physically located in the state of Ohio that is currently in existence or evidence of concrete plans for an Ohio office or work site that will be established by July 1, 2011.]	3.2, E. 8.24		
PHASE II. B. TOTAL POINTS [20 max. allowable points]:				
VENDOR'S GRAND TOTAL SCORE [Phase II A. + Phase II B. pts.]:				

Attachment D

RFP#: JFSR1213158008--Cost Proposal Form

WORKFORCE DEVELOPMENT TRAINING

AND TECHNICAL ASSISTANCE SERVICES

Instructions:

Vendors are to complete the Cost Proposal Form, sign it, and submit as their separate, sealed Cost Proposal as instructed in the RFP. The Cost Proposal Form requires vendors to provide individual rates for the staff needed to complete the work required in the resulting contract (for SFYs 12-13). Bidders are to use their professional comprehension of the efforts required to perform the services and complete the deliverables stated within the RFP. Vendors are to use their business expertise in pricing the work described and to offer their rates accordingly. ODJFS encourages vendors to provide rates that are reasonable and necessary to complete the objectives of the contract. When determining an appropriate rate for service, ODJFS suggests that bidding vendors utilize the current published information offered through the U.S. Department of Labor's, Bureau of Labor Statistics (BLS) website (<http://www.bls.gov/>). As stated in the RFP, ODJFS is seeking to contract with a vendor to perform training and technical assistance services from July 1, 2011, to June 30, 2013 [State Fiscal Years (SFYs) 12-13], with the option to renew for up to two additional years (SFYs 14-15). If ODJFS opts to renew the contract for SFYs 2014 and 2015, the individual rates for service will adjust in proportion to any increase or decrease in BLS National Percentile Wage Estimates.

ODJFS has identified the appropriate Standard Occupational Classification (SOC) for each position listed as direct staff or key personnel based on the work performed. Bidding vendors can locate the six (6) digit occupational code for each identified position within the "Defined Direct Staff Roles" section of this Cost Proposal Form. Vendors must enter the SOC code on the BLS website's search section and choose the corresponding title. The SOC codes are as follows:

Project Administrator – SOC 11-1021 General and Operations Manager.

Project Manager – SOC 13-1081 Logisticians.

Trainer – SOC 13-1073 Training and Development Specialists.

Grant Writer – SOC 27-3042 Technical Writers.

Program Evaluator – SOC 13-1041 Compliance Officers, Except Agriculture, Construction, Health and Safety, and Transportation.

Program Researcher – SOC 19-3021 Market Research Analysts.

Project Facilitator – SOC 43-5061 Production, Planning, and Expediting Clerk.

Mystery Shopper – SOC 19-3022 Survey Researchers.

Public Relations Specialist – SOC 27-3031 Public Relations Specialists.

Event Planner - SOC 13-1121 Meeting and Convention Planners.

Curriculum Developer – SOC 25-9031 Instructional Coordinators.

Once the vendor has matched the SOC number, corresponding title and confirmed the report published date, the vendor should review the National Estimates for each occupation. Vendors must consider the established National Percentile Wage Estimates as the standard of measurement for determining the cost of labor, as it includes the changes in wages and salaries, and employer costs for employee's benefits across industries and geographical locations.

ODJFS has designated the data provided in the National Percentile Wage estimations as the measurable cost standards for determining what is deemed as a reasonable, necessary and transparent cost for providing technical assistance and training services. The State of Ohio Percentile Wage rates are significantly lower than the National rates. ODJFS considers the National Percentile Wage as a better tool of measuring employment cost, employment benefits and industry standards over the State of Ohio Percentile Wage rates because of Ohio economic conditions. **Vendors must not exceed the current ninety (90) percentile wage estimates when providing the hourly rates stated in their Cost Proposal. Cost Proposals that exceed these wage estimates will not be considered.**

Once ODJFS has awarded the contract to the winning bidder, no other fees, rates, expenses, or cost of any kind or nature may be billed to ODJFS. All services actually performed must be billed to ODJFS using the rates established in the selected vendor's submitted Cost Proposal Form.

Vendor Cost Proposal

The vendor's Cost Proposal must include only the hourly billable rates for key personnel to perform the training and technical assistance services described in the RFP. Rates must be shown in the form of whole dollars. The quoted rates must encompass all administrative and overhead costs. Once the selected vendor's Cost Proposal is accepted, the hourly billable rates identified therein will be considered firm and all-inclusive.

ODJFS has determined that only two of the identified key personnel positions will be mandatory. The Project Administrator and Project Manager positions have both been identified as necessary roles and must be performed by In-House direct staff. All other positions can be subcontracted to an outside firm or individual as deemed necessary. However, it is important to note that the vendor's Technical Score will be affected by the number of key personnel positions listed in the vendor's Proposal.

[NOTE: Dual Roles – While an individual may serve in the capacity of more than one of the service roles listed above, the selected vendor may only bill at the rate for the actual service being delivered. So for an example, if the Project Manager were to conduct training, the vendor would bill at the Trainer rate.]

In-House

In-House otherwise known as direct staff, are individuals who are employed by the vendor.

Subcontracted Services

Identify the names of any individuals or firms the vendor has pre-selected to provide subcontracted services. The pre-selected subcontractor must be either under a current contract with the vendor that will remain in effect through the effective dates of the contract that will result from this RFP process, or must have issued a letter of commitment to subcontract with the vendor for work under the resulting contract. The vendor must include a copy of the subcontract or the letter of commitment as part of the Proposal packet. The subcontractor(s) can be hired to accomplish a portion of the work required; however, the vendor must indicate such when submitting project proposals.

**Please note that this contract does not provide any general or administrative cost related to doing business. This applies to the vendor direct cost and the cost of obtaining and managing subcontracted services.

Vendor Administrative Costs

Vendors are to include all administrative expenses into their stated hourly rate for each position. Vendor's administrative expenses include, but are not limited to, all costs related to the administrative activities of the project including personal salaries, fringe benefits, vacation, holiday pay, sick leave, other paid leave, pension plan, group insurance, compensation insurance, payroll taxes, repair and maintenance, employee-related expenses, supplies, communications, leases, depreciation, sales taxes, facilities, travel, etc.

Vendor Indirect Costs

ODJFS Office of Workforce Development has deemed it unnecessary for the project to incur indirect costs. All costs should be factored into the hourly rate for each position.

Brokerage Services

When the ODJFS Contract Manager identifies a need that requires specialized knowledge or customization and the selected vendor does not have the capability to satisfactorily perform the needed service, the ODJFS Contract Manager may ask the selected vendor to broker those services from a third party provider that will be selected in accordance with this RFP. The selected vendor must have a process in place to quickly and effectively broker with providers to deliver services when requested by the ODJFS Contract Manager. The process will include methods to confirm the specific need(s), the time frame for service delivery, cost parameters, provider identification, screening, selection, management, and evaluation.

The types of services that may be brokered under the resulting contract include, but are not limited to, specialized training, customized curriculum development, evaluations, or the solicitation of a presenter or speaker with specialized knowledge of subject matter that is pertinent to a particular need. Costs for brokered services will be limited to the actual costs incurred, plus a maximum of ten (10) percent of those costs to cover the selected vendor's expenses.

Cost Proposal Consideration and Vendor Selection

Only those vendors that meet the minimum scoring threshold in the Technical Proposal Score Sheet will advance to the second phase of the selection process—consideration of vendor cost proposals. The qualified vendor with the lowest Weighted Total Rate will be recommended to ODJFS’ Director for award of the contract.

ODJFS will select the vendor with the lowest Total Weighted Rate as the final criteria for the OWD Training and Technical Assistance contract award. In the event of a tied score, ODJFS will refer back to the Technical Score Sheet and will award the contract to the vendor that received the highest score.

The actual value of the contract will be determined by ODJFS based on the selected vendor’s proposed and accepted prices for the vendor’s direct staff and the best estimation possible by ODJFS for the level or volume of each of those services likely to be utilized, and the amount of funds available. Once the blanket purchase order is established, the selected vendor will need an approved project proposal (work order) before any costs can be incurred.

(EXAMPLE COST PROPOSAL)

STATE FISCAL YEAR XX					
(A) DIRECT STAFF TITLES	(B) Weighting	(C) Hourly Rate	(D) Weighted Hourly Rate (B multiplied by C)	(E) In-House (Insert ✓ where applicable)	(F) Subcontracted Services (Insert ✓ where applicable)
PROJECT ADMINISTRATOR	3	80.00	240	✓Mandatory	
PROJECT MANAGER	3	50.24	151	✓Mandatory	
TRAINER	3	41.28	124		✓
GRANT WRITER	1	48.09	49		✓
PROGRAM EVALUATOR	1	42.12	43		✓
PROGRAM RESEARCHER	2	53.80	108		✓
PROJECT FACILITATOR	2	30.89	62		✓
MYSTERY SHOPPER	1	36.88	37	✓	
PUBLIC RELATIONS SPECIALIST	3	46.46	140	✓	
EVENT PLANNER	2	36.14	73	✓	
CURRICULUM DEVELOPER	3	44.88	135	✓	
	Total Weighted Rate:		1162		

Column A

The Direct Staff Titles are identified as key personnel positions that are directly related to the objectives described in Section 1.4 of the RFP. Vendors are required to have access to or have available individuals with the knowledge, experience and proven capabilities to carry out each function as identified with in the RFP and Cost Proposal. With the exception of the In-House requirement for the Project Administrator and Project Manager positions, vendors may choose to subcontract services to third party organizations or individuals. Should the vendor decide to subcontract any position, the vendor must have a contract with the pre-selected subcontractor that will be effective through the ODJFS contract period or must have a letter of commitment from the pre-selected subcontractor affirming that the entity/individual will subcontract with the vendor and will perform work under the ODJFS contract. All subcontracts must be maintained for the duration of the selected vendor’s contract with ODJFS.

Column B

Weighted Number – ODJFS Office of Workforce Development has assigned a weighted number to each Direct Staff position. The purpose of the weighted number is to identify the positions that are historically considered to be “most needed” when providing workforce development technical assistance and training for ODJFS. The scoring system is based on a highest to lowest in demand system. Positions identified by ODJFS as being most needed have been identified with the number three (3) score. Positions with a lower need have been assigned the weighted score of number two (2). Finally, positions that have been assigned the weighted number of one (1) are positions that are lowest in demand for the project. Although, each position has been identified as key to the successful performance of the services described in the RFP, some positions will not be utilized as frequently as others. Vendors are advised to consider the weighted number score when determining their staffing needs.

Column C

Hourly Rate – The hourly rate is the cost of employment for each employee. Vendors must submit an hourly rate for each position listed on the “Direct Staff Title” column of the Cost Proposal Form. Cost Proposals that do not have hourly rates for each position will not be considered.

Column D

Weighted Hourly Rate – The weighed hourly rate is the mathematical sum of multiplying the pre-established weighted number by the vendor’s hourly rate (Column B entry multiplied by Column C entry). Vendors must round any number beyond the decimal point to the next number.

Column E

In-House – Place a check mark in this column for each position that will be filled by an In-House employee. If the individual is not In-House, leave the space blank. Vendors may choose to assign more than one individual to a position and may also choose to have both In-House and subcontracted employees in each role with the exception of the Project Administrator and Project Manager, who **must be** vendor’s In-House employees.

Column F

Subcontracted – Place a check mark in this column for each position that will be subcontracted. If the individual is not a subcontractor, leave the space blank.

Total Weighted Rate

Total Weighted Rate – The total weighted rate is the sum of all of the weighted hourly rates added together. Vendors cannot exceed a total more than 1162 and cannot have a total that is less than 300.

ATTACHMENT D

Cost Proposal Form

(To be completed and submitted with proposal packet as specified in Section 5.1 of the RFP)

STATE FISCAL YEARS 12-13					
(A) DIRECT STAFF TITLES	(B) Weighting	(C) Hourly Rate	(D) Weighted Hourly Rate (B multiplied by C)	(E) In-House (Insert ✓ where applicable)	(F) Subcontracted Services (Insert ✓ where applicable)
PROJECT ADMINISTRATOR	3			✓Mandatory	
PROJECT MANAGER	3			✓Mandatory	
TRAINER	3				
GRANT WRITER	1				
PROGRAM EVALUATOR	1				
PROGRAM RESEARCHER	2				
PROJECT FACILITATOR	2				
MYSTERY SHOPPER	1				
PUBLIC RELATIONS SPECIALIST	3				
EVENT PLANNER	2				
CURRICULUM DEVELOPER	3				
Total Weighted Rate:					

Signed: _____ I affirm that the above rates per hour as quoted are firm and all-inclusive *(to be signed by the vendor's representative 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.)*

Name

Title

Company / Organization Name

Date