



Department of
Job and Family Services

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

February 24, 2016

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Proposals (RFP) number JFSR1617158114 for the purpose of competitively selecting one state-funded Ohio college or university to conduct a formal evaluation study of the Wage Pathway grant project (Project) administered by the ODJFS Office of Workforce Development (OWD) under a Workforce Innovation Fund grant awarded by the United States Department of Labor (DOL).

The Project will pilot the Wage Pathway Model, which is a skills-focused approach to place low-income, low-skill youth and young adults aged 16-24 in occupations that will lead to in-demand jobs. The selected vendor will design, plan, and implement methodologies, tools, and processes to evaluate the results of the Wage Pathway Model on the employment outcomes of Project participants.

This opportunity is only available to state-funded Ohio colleges and universities. Consideration will be given to those with proposals that effectively demonstrate the capacity, experience, and expertise to effectively and accurately complete the deliverables and other activities described herein in a timely manner.

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

ODJFS, Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor, Suite 3150
Columbus, Ohio 43215
PH: (614) 728-5693

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

Sincerely,



Jay Easterling
Deputy Director
Contracts and Acquisitions

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

Dear Potential Vendor:

ODJFS recently sent you notice of a competitive opportunity that we believed could be of interest to you, **RFP# JFSR1617218112 for GOFBCI Summer Meals Program Services**. In an effort to increase the number of qualified vendors competing for ODJFS personal service contracts, we are trying to informally gather information from potential vendors to help us improve the quality of our competitive procurements and to simplify the process for vendors to respond to them.

If you have decided not to apply for this opportunity, please place a check-mark by all factors that contributed to your decision not to respond. Please provide any additional comments on these or other factors that you believe may be helpful.

	We may have received the notice, but it was not directed to the right person or division for a decision to be made. <i>(In the spaces below, please provide the correct contact information for the persons or division that such notices should be sent to.)</i>
	We received notice, and were interested, but we could not locate the RFP on the web site.
	We received notice, but there was insufficient time to prepare and submit our response.
	The ODJFS need for goods or services in not a good match for this organization's expertise.
	The project plan or the project need was not described well enough.
	The level of expertise, qualifications, professional history required or desired did not match this organization or its staff.
	The level of experience, qualifications, professional history required or desired was unrealistic for this project.
	The timing of the project did not fit with the availability of this organization's resources.
	The procurement document (RFP, RLB, RFGA, etc.) was too complicated.
	The instructions for composing and/or submitting a proposal/bid in response to the RFP, RLB, etc., were too complicated.
	The likelihood of being selected was too small to justify the effort of responding.
	State Government contracts do not pay well.
	Payment for State Government contracts usually requires extra effort and/or is too slow to arrive.
	Other?

Please provide correct, specific, and/or additional contact information for any persons, officers or divisions to be notified of future opportunities:

Name:		Name:	
Title:		Title:	
Company/Division:		Company/Division:	
Mailing Address:		Mailing Address:	
Mailing Address:		Mailing Address:	
Mailing Address:		Mailing Address:	
E-mail Address:		E-mail Address:	
Fax Number:		Fax Number:	
Phone Number:		Phone Number:	

If we may contact you for additional information, please provide your contact information here:

NAME:

TITLE:

Phone Number:

E-mail Address:

We appreciate your time and value your opinions. Thank you for your assistance on this ODJFS project!

***Wage Pathway
Evaluation Study Services***

Request for Proposals (RFP)

RFP Number JFSR1617158114

The Ohio Department of Job and Family Services

Wage Pathway Evaluation Study Services

RFP Number JFSR1617158114

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**ODJFS REQUEST FOR PROPOSALS (RFP):
Wage Pathway Evaluation Study Services**

RFP Number JFSR1617158114

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) is releasing this Request for Proposals (RFP) to select one state-funded Ohio college or university to conduct a formal evaluation study of the Wage Pathway grant project (Project) administered by the ODJFS Office of Workforce Development (OWD) under a Workforce Innovation Fund grant awarded by the United States Department of Labor (DOL).

The Project will pilot the Wage Pathway Model, which is a skills-focused approach to place low-income, low-skill youth and young adults aged 16-24 in occupations that will lead to in-demand jobs. The selected vendor will design, plan, and implement methodologies, tools, and processes to evaluate the results of the Wage Pathway Model on the employment outcomes of Project participants.

This opportunity is only available to state-funded Ohio colleges and universities. Consideration will be given to those with proposals that effectively demonstrate the capacity, experience, and expertise to effectively and accurately complete the deliverables and other activities described herein in a timely manner.

The RFP is released by and the subsequent contract will be with ODJFS. OWD will administer the contract and will be responsible for oversight and monitoring of the college/university selected for award. The terms “college/university”, “interested party(ies)”, and “vendor” will be used interchangeably throughout this RFP in reference to colleges or universities that may submit inquiries or proposals or be selected for award as a result of this RFP.

1.2 Background

Since the 2008 recession, the DOL’s Employment & Training Administration (ETA) has taken great strides to improve the quality of workforce and employment services for both job seekers and employers and continues to seek inventive strategies to rebuild a skilled workforce that meets the needs of employers in high-growth industries with in-demand occupations. Workforce Innovation Fund grants are one of the mechanisms the DOL uses to identify new and promising practices that will improve employment outcomes for participants of workforce development programs across the country and strengthen the nation’s economy by putting more people to work in high-demand jobs that lead to economic self-sufficiency.

Ohio has made substantial efforts in recent years to more effectively and efficiently deliver workforce services and provide workers with the skills needed for in-demand jobs. Recent efforts have involved *career pathway models* that lead to degrees or certificates for participating job seekers and placement into in-demand jobs with employers in high-growth industries that require such credentials for job vacancies. While this model has been proven effective, it isn’t a viable option for many low-income, low-skill youth and young adults who face barriers to employment and/or financial instability and remain detached from the workforce or underemployed in low-wage jobs.

The Wage Pathway Model provides a more feasible, alternative approach that focuses on skills currently possessed by workers rather than credentials and experience to place workers into lower or entry-level positions that will lead to in-demand jobs.

1.3 Overview of the Project

The Wage Pathway Model builds on the innovative technology of OhioMeansJobs.com, Ohio's labor exchange and virtual service delivery system that offers programs and services at no cost to both employers and individual job seekers. This innovative system imbeds in-demand occupations and workforce program participant information into third-party applications that offer online training, career profile, budgeting, assessments (including practice WorkKeys), and other services. It also allows employers to post job vacancies and to search over 2 million resumes for free. The system includes a feature that allows employers to refine searches based on WorkKeys scores to identify job seekers with skill levels needed for job vacancies. This feature has been underutilized as employers tend to search by credentials or experience rather than skills.

Employers engaged for the Wage Pathway Project will identify the minimum skills needed for entry-level positions in occupations that will lead to in-demand jobs. Eligible participants (low-income, low-skilled youth and young adults aged 16-24) with assessments that meet the minimum skills requirements will be placed into those entry-level positions and will receive services as needed to address barriers that impact the participant's ability to remain employed. Eligible participants that do not have the minimum skills will receive short-term services to improve skills and also to address any barriers to employment. Participants who successfully improve skill levels will be placed into one of the entry-level positions.

Placement in occupations that lead to in-demand jobs puts participants on a wage pathway that allows participants to earn a living while receiving services to address barriers and building upon existing skills for the opportunity to advance into in-demand jobs that provide long-term economic self-sufficiency.

The Project will be piloted in two local Workforce Innovation and Opportunity Act (WIOA) areas: Area 2, which includes Summit and Medina Counties; and Area 3, which includes the City of Cleveland and Cuyahoga County.

Project implementation will incorporate three Ohio initiatives:

- The Comprehensive Case Management Employment Program (CCMEP), which coordinates WIOA and Temporary Assistance to Needy Families (TANF) services at the local level to more effectively serve youth with barriers;
- The Skills-Based Hiring data mapping technology of OhioMeansJobs.com; and,
- The Adult Diploma Program, which provides the opportunity for individuals age 22 and older to earn high school diplomas through credit recovery and proficiency testing while earning an industry credential or certificate.

OWD will administer the Project and coordinate activities with the two pilot local areas and with other state and local partners, including:

- The ODJFS Office of Family Assistance – TANF programs/CCMEP;
- The Ohio Department of Higher Education – Adult Education and Family Literacy Act Program (ABLE) and Carl D. Perkins Vocational and Applied Technology Education Act postsecondary vocational education programs;

- Opportunities for Ohioans with Disabilities (OOD)–Rehabilitation Act programs—including Vocational Rehabilitation;
- Ohio Department of Education – Adult Diploma Program;
- JobsOhio – employer outreach and promotion of skills-based hiring; and,
- Local WIOA partners and other county agencies and community organizations.

The evaluation study will examine the results of the Wage Pathway Model on the employment outcomes of project participants and assess whether it is a viable alternative to a career pathway model.

1.4 Objectives of the Project

Given the pressing demands of a changing economy, technological changes, and the emerging needs of job seekers and employers, Ohio must develop a more effective approach to increase employment opportunities for low-income, low-skill youth and young adults. The Wage Pathway Model addresses Ohio’s challenging workforce needs by creating an innovative alternative solution.

- A. The primary objective of the evaluation study is to learn about any systematic patterns across use of the Wage Pathway Model, such as placement outcomes in in-demand jobs at sustainable wages, or making successful transitions to a career pathway model;
- B. A second objective is to gather new and important data, the analysis of which will identify long-term implications and “lessons learned” for workforce development delivery systems, both in Ohio and throughout the United States. Results of the study may inform future program decisions on matters such as, but not limited to:
 - 1. The way in which WIOA and TANF programs collaborate to provide services;
 - 2. Identifying program elements that were effective and strengthening elements that need improvement; and,
 - 3. Understanding employer concerns and issues that affect their receptivity to a Skills Based Hiring or Wage Pathway Model approach.
- C. A third objective of the study is to meet the U.S. Department of Labor (USDOL) grant requirements. The USDOL has contracted with a third-party vendor (Abt Associates) to provide technical assistance and oversee the evaluation process. ODJFS and the contractor selected from this RFP process will work cooperatively with USDOL and Abt Associates to implement the evaluation study.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
February 25, 2016	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.

March 9, 2016	Vendor Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
March 30, 2016	Deadline for vendors to submit proposals to ODJFS (3 p.m.). - This is the beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
April 13, 2016	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 selected for award of the contract.
4/27/2016 – 6/30/2016 -AND- 7/1/2016 – 6/30/2017	Implementation*-- Remainder of State Fiscal Year (SFY) 2016 and all of SFY 2017 (estimated—following notification of all contractual and funding approvals). - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
7/1/2017 – 6/30/2018 7/1/2018 – 6/30/2019 7/1/2019 – 9/30/2019	Three possible contract renewal periods** (SFYs 18-20)

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

* According to requirements of ORC 126.07, ODJFS contracts 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 any time period prior to the PO approval date. The ODJFS Contract Manager will notify the contractor when the requirements of ORC Section 126.07 have been met.

** The initial contract period is expected to run from approximately April 27, 2016 through June 30, 2017, with the possibility for three (3) renewal contracts. The first renewal period is July 1, 2017 through June 30, 2018. The second will be in effect from July 1, 2018 through June 30, 2019, and the third will be in effect July 1, 2019 through September 30, 2019. All contract renewals are contingent upon satisfactory vendor performance, continued availability of funding, and all required approvals.

2.2 Internet Question and Answer Period; RFP Clarification Opportunity

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

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov>**
- * **Select “Doing Business with ODJFS” from the bottom of the page;**
- * **Select “RFP’s” from the left side column;**
- * **Select RFP Number *JFSR1617158114* from the list of competitive opportunities;**
- * **Follow the link to the dedicated web page;**
- * **Select “Submit Inquiry” near the bottom of the web page;**
- * **Follow instructions there for submitting questions; or, to view posted questions and answers,**
- * **Select “View Q and A” near the bottom of the web page.**

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the vendor, the vendor name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions that do not appropriately reference an RFP provision or location within the RFP, or that do not include identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

ODJFS's responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for public reference by any vendor. ODJFS will not provide answers directly to the vendor that submitted the question. All questions about this RFP that are submitted in accordance with these instructions will be answered on the RFP's dedicated web page.

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

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

Requests for copies of any previous RFPs, RLBs (or etc.) or for 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. ODJFS will only answer those questions submitted within the established time period for the Vendor Q&A process (see Section II, Anticipated Procurement Timetable, above), and which pertain to issues of RFP clarity, and which are not requests for public records. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

2.3 Communication Prohibitions

From the issuance date of this RFP until a contract is awarded, there may be no communications concerning the RFP between any interested party 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 Question & Answer (Q&A) Period; RFP Clarification Opportunity;

- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any party that could submit a proposal in response to this RFP;
- C. As part of any interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
- D. 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,
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal and Acquisition Services (OLAS).

Important: Amendments to the RFP or any documents related to it will be accessible through the original web page established for the RFP. All interested parties must refer to that web page **regularly** for amendments or other announcements. ODJFS may not directly notify interested parties of changes or announcements related to this RFP except through the website posting. **It is the affirmative responsibility of 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 is obtained or gathered through a source other than the Q&A process described in this RFP. Any attempts at prohibited communications by interested parties may result in the disqualification of those parties' proposals.

If interested parties 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 & Answer (Q&A) Period; RFP Clarification Opportunity, or 2.3, Communication Prohibitions, of this RFP. **Communication attempts that do not comply with these instructions will not be answered.**

2.4 Program Resource Library

As previously noted, the purpose of this RFP is to secure the services of a state-funded college or university to conduct an evaluation study of the Wage Pathways Model. The following is a list of useful links that will provide information on confidentiality requirements, OhioMeansJobs, In-demand occupations, and the Workforce Innovation Fund grant.

- A. **Training And Employment Guidance Letter No. 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII):**
http://wdr.doleta.gov/directives/attach/TEGL/TEGL_39_11.pdf
- B. **National Institute of Standards and Technology, Security Requirements for Cryptographic Modules, Pub 140-2:**
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
- C. **Federal Policy for the Protection of Human Research Subjects:**
<http://www.hhs.gov/ohrp/humansubjects/commonrule/index.html>
- D. **OhioMeansJobs.com website:**
<https://jobseeker.ohiomeansjobs.monster.com/>

- E. **OhioMeansJobs.com JobsOhio In-demand List for Job Seekers**
<http://jfs.ohio.gov/owd/OmjResources/OccupationsByIndustry.stm>
- F. **OhioMeansJobs.com In-demand Information for Workforce Professionals**
<http://jfs.ohio.gov/owd/OMJResources/WorkforcePros.stm>
- G. **Department of Labor Workforce Innovation Fund Round 3 Grant Solicitation**
https://www.doleta.gov/Grants/pdf/FOA_ETa_15-10.pdf

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

Proposals must address all of the minimum qualifications as well as organizational and staff experience and capabilities identified in this Section.

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 be an Ohio state-funded college or university;
- B. **Key Personnel:** Proposals **must** identify staff members that will be assigned to fulfill three key positions: Principal Investigator, Chief Statistician, and Database Administrator, which are described in Section 3.3. Proposals must briefly describe and effectively demonstrate that staff members assigned to fulfill key positions meet the minimum qualifications. Section 3.3 will allow vendors to provide additional information about staff, including those in the three primary roles.

Vendors that do not meet ALL the above experience and qualifications will be disqualified from further consideration. Additionally, the Technical Proposal Score Sheet (Attachment C.) identifies other mandatory criteria, all of which must be met in Phase I for the proposal to be accepted for full detailed scoring.

3.2 Organizational Experience and Capabilities

ODJFS will consider proposals for award that most effectively demonstrate the organizational characteristics listed below, which will be evaluated for the quality of the experience and applicability to this project. The submitting vendor shall demonstrate, at minimum:

- A. Capacity and prior experience carrying out similar evaluations in size and scope within the last five (5) years:
 - 1. Describe experience in successfully conducting the type of evaluation proposed for this project (implementation study, outcome study, cost study); and,
 - 2. Describe experience in working on evaluation studies of comparable size and scope, such as managing measurement over multiple time periods and multiple locations using rigorous

statistical methods. Include a description of data collection and analysis tools created or utilized in these previous studies.

Note: Preference will be given to evaluation projects that involve workforce development for low-income, low-skilled youth and young adults.

- B. At least three (3) years experience working with a social/behavioral Institutional Review Board (IRB), which is an independent committee responsible for approval, monitoring, and review of research projects that involve human subjects. Such experience may include: preparing evaluation plans for submission to an IRB, responding to IRB requests and recommendations, revising evaluation study plans as necessary, ensuring informed consent of participants, etc. The vendor, at minimum, shall:
1. Indicate if the college/university either has an IRB in-house or if it has hired an IRB in the past. Identify the IRB and specify whether the IRB is a social/behavioral IRB; and,
 2. Describe how an effective relationship with the IRB has been established and maintained through an evaluation study, such as indicating how the corrective action plans were developed, implemented, and evaluated to ameliorate study concerns raised by an IRB.

Note: Preference will be given to colleges/universities with an in-house social/behavioral IRB.

- C. At least five (5) years experience in effectively safeguarding personally identifiable information—including, but not limited to—maintenance and use of statistical processing software and information processing technology with the capacity to securely collect, transfer, store, and maintain data files in compliance with federal standards, as outlined in the documents listed below (links are in the Reference Library, Section 2.4).
1. Training And Employment Guidance Letter No. 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII);
 2. National Institute of Standards and Technology, Security Requirements for Cryptographic Modules, Pub 140-2; and,
 3. Federal Policy for the Protection of Human Research Subjects.
- D. At least three (3) years experience and/or management capacity to effectively work with a Technical Assistance and Evaluation coordinator, such as Abt Associates;
- E. At least five (5) years experience in grant management practices to complete grant activities with high quality results and within in the specified period of performance;
- F. At least five (5) years experience in disseminating evaluation results from similar studies; and,
- G. At least two (2), but no more than three (3), letters of reference, within the submitted proposal (NOT submitted separately). These references must relate to work conducted within the past seven (7) years. Proposals may include evidence of multiple projects, or re-hire with the same organization.
- Note:** Preference will be given to references for successful program evaluation services/projects in human services, workforce services or unemployment support services.

The 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 customers that received the services provided—if not already included as a reference.

3.3 Staff Experience and Capabilities

To be considered for award, colleges/universities must demonstrate that staff includes individuals with significant expertise and comprehension of the work described in this RFP to fulfill key leadership roles and effectively be dedicated to perform under the contract that will result from this RFP.

- A. As mentioned in Section 3.1, at a minimum, staff **must** include individuals qualified to fulfill the roles of a Principal Investigator, Chief Statistician, and Database Administrator—each must be employees of the college/university and must meet the education and experience criteria listed below. *
1. **Principal Investigator (PI)** – Must have a doctoral degree (Ph.D.) in statistics, behavioral sciences, public administration, social work, or a related field, and at least five (5) years of program evaluation experience in at least one of those areas. Note: Preference will be given to colleges/universities that propose a PI with three (3) years or more experience in the workforce development field. IRB Liaison – The PI must serve as the only person authorized to work with the IRB (described in Section 3.2, Paragraph B, above). The individual assigned as PI is required to demonstrate experience in serving as the main liaison working directly with an IRB throughout a complete evaluation project of similar size and scope.
 2. **Chief Statistician** – Must possess at least a Master’s Degree in statistics, behavioral sciences, public administration, social work, or a related field, and at least five (5) years of program evaluation experience in rigorous data collection and analysis methods. Note: Preference will be given to colleges/universities that propose a Chief Statistician with a doctoral degree (Ph.D.).
 3. **Database Administrator** – Must have, at a minimum, a Bachelor’s Degree in computer science, programming, information technology, or a related field. Note: Scoring preference will be given to colleges/universities that propose a Database Administrator with three (3) or more years of program evaluation experience.
- B. Proposals must include the information listed below to demonstrate that staff members assigned to key positions possess the academic credentials and a high degree of staff expertise in program evaluation or studies of similar size and scope. Therefore, vendors shall provide:
1. Identification of staff to fulfill key positions must include each staff person’s name and qualifications for those positions, as demonstrated via a curriculum vitae or resume attached to the proposal;
 2. A description of the experience possessed by staff members who will be assigned to fill key positions in the use of an evidence-based approach upon which to design and implement the evaluation study; and,

3. If not otherwise presented in curriculum vitae, include a list of publications written by staff members who will be assigned to fulfill key positions that demonstrates familiarity or skills in evaluation studies of this size and scope.

Note: Preference will be given to publications in refereed scholarly journals.

Proposals may also include information about staff assigned to roles other than the key roles required in Section 3.3 A. above, such as related experience and publications.

*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 vendor's 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 party submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of staff members and/or of any subcontractor/subcontractor staff members from resumes or any other part of the proposal package. Following submission to ODJFS, all proposals submitted will become part of the public record.

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1 Proposed Work Plan for the Scope of Work and Specifications of Deliverables

The selected vendor will be required to collaborate with ODJFS, the local WIOA areas piloting the Wage Pathway Model, the partners identified in Section 1.3, and the DOL's evaluation contractor, Abt Associates and to complete the activities and deliverables listed below for the evaluation study. If the selected vendor does not have an IRB in-house, it must procure an IRB under the direction of the PI for the evaluation study. The IRB should have a social behavior board, preferably with experience in working with studies relating to workforce development.

Tables 4.1-1 and 4.1-2, below, present a graphical representation of the evaluation study timeline for the activities and deliverables to be performed or completed. Interested colleges and universities should clearly describe in their proposals the strategies and methodologies that will be used to complete the activities and deliverables listed in this Section in accordance with these timelines.

Table 4.1-1 – Wage Pathway Model Evaluation Study Schedule of Activities Per State Fiscal Year (SFY)

SFY 2016	SFY 2017				2018				2019				2020
Apr- June 2016	July-Sep 2016	Oct-Dec 2016	Jan-Mar 2017	Apr- June 2017	Jul-Sep 2017	Oct-Dec 2017	Jan-Mar 2018	Apr-Jun 2018	Jul-Sep 2018	Oct-Dec 2018	Jan-Mar 2019	Apr-Jun 2019	Jul-Sep 2019
A. Preliminary Evaluation Design Report													
B. Final Approved EDR													
C. Evaluation Study Implementation													
												D. Final Evaluation Study Report	
E. Dissemination													
F. Administration													

Table 4.1-2 – Wage Pathway Model Evaluation Study Summary of Work

Key Activity/Milestone	Quarter
A. Planning	
a. Literature Review	Apr 2016 – Sep 2016
b. Evaluability Assessment, Evaluation Study Design, and Logic Model	
c. Implementation Study design for the Preliminary EDR	
d. Outcome Study design for the Preliminary EDR	
e. Cost Study design for the Preliminary EDR	
f. Timeline and Budget for the Preliminary EDR	
g. Preliminary Evaluation Design Report submitted to Abt Associates	
h. Application and plan submission to IRB for review and approval	
i. Response to Abt Associates guidance and approval of final EDR by Abt Associates	
B. Implementation of the Evaluation Study	
a. Participant enrollment	Oct 2016-June 2019
b. Data Collection	
c. Data Analysis	
d. Reporting	
C. Final Evaluation Report	
	Sep 2019
D. Dissemination	
	Jul 2016-Sep 2019
E. Administration	
	Apr 2016-Sep 2019

A. Preliminary Evaluation Design Report – The selected vendor will be required to develop a preliminary Evaluation Design Report that includes the components listed in Sub-section B, below, which must be submitted to Abt Associates no later than June 30, 2016. Proposals will be considered the framework for the preliminary evaluation design report.

- B. **Evaluation Design Report** – The selected vendor will be required to produce an Evaluation Design Report (EDR) that meets DOL standards and will be subject to approval by Abt Associates. The EDR will provide the framework that identifies the evaluation study’s various elements (e.g., participant population, units of analysis, type and rigor of the evaluation design, validity and potential threats, expected outcomes, data definitions and sources, data measurement and collection strategy) and describes the methods of analysis. A description of the software and data systems that will be used in the performance of the evaluation study must also be included. Submission of the final EDR (with full response to Abt Associates and IRB comments, final performance data and final budget) must be no later than September 1, 2016, with the goal to have an approved EDR by September 30, 2016, in order for implementation to begin in early October 2016.

The selected vendor will communicate with ODJFS, the local pilot areas, and partners as needed during EDR development to ensure the design and data gathering processes are developed in consideration of system capabilities and confidentiality requirements and restrictions under all applicable federal and state laws and regulations.

The EDR must include the following components:

1. **Independent Literature Review** – A review that identifies research-based evidence on similar models, strategies or interventions; explains what the evidence demonstrates; and identifies any unanswered questions relevant to the Wage Pathway Model. It is recommended that the selected vendor explore literature or evidence reviews from other research and evaluation projects. The review shall:
 - a. Include a summary of the findings of each study with a description of how it relates to the Wage Pathway Model and the evaluation plan. It should also include a description of study methods relevant to the overall design, types of data, methods for data collection and analysis, as well as the overall level of rigor of the design, implementation, and findings;
 - b. Utilize the existing body of evaluation work to determine: the research questions that should be asked; the evaluation design and methods to employ; which program outcomes are appropriate; and how best to measure them; and,
 - c. Describe how the evaluation will build upon the existing evidence; contribute additional information to the current base of evidence; and enhance the broader workforce system or contribute to the workforce evaluation literature.
2. **Evaluability Assessment** – A qualitative investigation that:
 - a. Describes the objectives, logic and activities of the Project. This must include a Logic Model, a graphical representation or blueprint that depicts the overall program or intervention and how it operates when implemented. The logic model should:
 - (1) Reflect the literature review findings and support the research questions selected for the evaluation; and,

- (2) Appropriately and accurately depict the goals, assumptions, objectives, inputs, activities, outputs and outcomes for the proposed program.
 - b. Establishes appropriate methodology and resource requirements for the evaluation;
 - c. Addresses the likelihood of the Project achieving its anticipated outcomes; and,
 - d. Describes the methods to measure whether expected results are achieved.
3. **Implementation Study** – A process study that explores and explains “what is happening and why” in the design, implementation, administration, operation, services, and outcomes of the Wage Pathway Model. The implementation study should provide context and information that make evaluation results more useful and informative for future program development or replication and should be performed in consideration of the following:
 - a. The selected vendor must design the implementation study plan and submit the plan to Abt Associates as part of the preliminary EDR. The actual work of the implementation study will be performed upon Abt Associates’ approval of the EDR;
 - b. The implementation plan must identify specific and relevant research questions, instruments, data sources, and data collection methods appropriate for the study. Implementation studies often involve gathering data from participant/stakeholder interviews, focus groups, observations, and other methods;
 - c. The implementation study should include a process to track the fidelity of implementation and determine whether the Wage Pathway Model was implemented as designed. Additionally, the implementation study should include project data on participation and completion rates; and,
 - d. The implementation study should include a report that describes the events/activities that transpire during the Project implementation period, the components that worked well and those that were problematic, as well as the results from the Wage Pathway Model that will be informative for future program plans.
4. **Outcome Study** – A study based on the data gathered and analyzed during the Project implementation period. The outcome study will examine the immediate, intermediate, and final results of the Project (e.g., changes in conditions, employment, earnings, or income, as well as changes in attitudes, values, and behaviors) in comparison to an initial baseline measurement and subsequent points of measurement. The aggregated results will be included the Final Evaluation Report described in Paragraph D, below. The selected college/university:
 - a. Must design the outcome study and submit the design to Abt Associates for approval as part of the preliminary EDR. The actual work of the outcome study will be performed during the evaluation study’s intermittent measurements, if any, and upon completion of the data collection activities;

- b. Must determine the study's **baseline measure** that identifies the data to be collected and the appropriate data collection methods to use. The selected vendor will determine if it is better to collect baseline data before participation commences or at time of enrollment; and,
 - c. Must develop procedures to reduce the burden of baseline data collection on staff members, pilot areas, partners, and participants and must ensure proper training on data security protocols if staff members from partner agencies are involved in implementation and will access confidential data.
5. **Cost Study** – The EDR must include a cost study that investigates a cost allocation analysis.
 - a. The selected vendor must design the cost study and submit it to Abt Associates for approval as part of the preliminary EDR. The actual work of the cost study will be performed during the Evaluation Study's intermittent measurements, if any, and upon completion of the data collection activities;
 - b. A cost allocation analysis will identify a unit cost, or cost per unit of service, such as operational costs at the per-participant or per-system level; and,
 - c. The cost study should identify: the types of costs (e.g., salaries, equipment, support services, etc.) that are important to track; the sources of such cost data and how the cost data will be tracked at different sites; and a description of the appropriate instruments or data sources to be used.
6. **Evaluation Timeline** – DOL's standard for the EDR requires the selected vendor to submit a timeline that reflects sufficient time and resources to effectively implement the evaluation study in accordance with the timelines in Tables 4.1-1 and 4.1-2. Sections 4.4 and 5.2 B, regarding the compensation schedule and Cost Proposal structure provide information on how to develop a budget consistent with the timeline. The timeline should:
 - a. Clearly show that the evaluation plan is feasible and appropriately aligned with the program components and schedule;
 - b. Include all relevant evaluation activities, such as: time for planning and design of the evaluation study; meetings with pilot areas and partner agencies, ODJFS, and Abt Associates; obtaining IRB approval; participant enrollment; baseline data collection; administrative data collection; quality control activities; analysis of data; cleaning data of personally identifiable information; reporting (interim and final); and distribution; and,
 - c. Identify the individual(s), pilots and/or partner(s) responsible for evaluation activities.
7. **Evaluation Budget** – The selected vendor will develop a budget for evaluation study costs. **It is important to note that the budget and budget narrative included in the Cost Proposal submitted in response to this RFP will be considered the budget that will be included in the preliminary EDR. The Cost Proposal must be submitted in a separate, sealed envelope from the**

technical proposal (see Section 5.2.B). Colleges/universities must ensure that no specific cost information is included in the technical proposals, which should only describe the factors considered and the methods used to develop the budget.

Should the selected college/university, in the course of developing the EDR determine that the amounts per state fiscal year and/or the overall total in the Cost Proposal do not accurately reflect the costs that are entailed with the evaluation study, the selected vendor must develop a revised budget and a narrative that explains the increased costs and the justification for them. The budget will be subject to ODJFS' approval prior to submission to Abt Associates and DOL. If approved by all three parties, a contract amendment will be required before ODJFS may be billed under the revised budget.

- C. **Implementation of the Evaluation Study** – Once the selected vendor has a final approved EDR, implementation of evaluation study activities may begin. ODJFS has projected for implementation to begin in early October 2016 and continue through July 2019. The EDR will define the specific activities and deliverables to be completed during the implementation period, but will generally include the activities and deliverables listed below. Proposals should identify the data software and systems that will be used for the evaluation study.

The selected vendor will conduct the evaluation study in accordance with the guidance provided by Abt Associates and the IRB and will participate in technical assistance events and activities available by Abt Associates, which may include webinars, online discussion boards, reviewing guidance documents, or other similar events. Vendor proposals are to address the following components:

1. **Participant Enrollment** – Proposals should describe a method to enroll project participants in the evaluation study. Enrollment will include a consent form with a description of the participant data that will be collected for the evaluation study and how it will be used in addition to an affirmative statement that the data will be published in aggregate form;
2. **Data Collection** – Pilot area and partner staff will register and track participant progress in the Ohio Workforce Case Management System (OWCMS) for local area and ODJFS reporting. This will be one source of participant data for the evaluation study. Proposals should identify other methods to collect data that will be analyzed with the OWCMS data and identify the data variables that will be collected throughout the implementation period;
3. **Data Analysis** – Proposals should describe the methods for qualitative and quantitative analyses from at least two measurement points (pre and post) to effectively measure the outcomes of the Wage Pathway Model; and,
4. **Reporting** – The selected vendor will be required to complete timely and accurate quarterly and annual reports in addition to the Final Evaluation Report described in Paragraph D, below. Specific reporting requirements will be communicated upon the execution of the contract that results from this RFP and through the EDR approval process. ODJFS will publish updates and preliminary findings as part of the Dissemination Plan described in Paragraph D.

- D. **Dissemination** – The Project includes a Dissemination Plan that describes the methods ODJFS will use to share information on the Wage Pathway Project with workforce agencies and professionals on the local, state, and national levels. The quarterly, annual, and final reports will be included among the information shared, but ODJFS may request the selected vendor to assist in planning and preparation of materials for presentations or webinars or may request participation in such activities;
- E. **Final Evaluation Report** – Comprehensive report of the evaluation study results that will include aggregated outcomes, best and most promising practices, and lessons learned. The specific components required for the final evaluation report will be developed by the selected vendor during the EDR process; and,
- F. **Administration** – Additionally, to be considered for award, colleges/universities must demonstrate the ability to effectively manage the evaluation study from design to completion and to effectively coordinate and collaborate with ODJFS, Abt Associates, the two local WIOA pilot areas, the project partner agencies, and the IRB. The selected vendor will cooperate with ODJFS as necessary for purposes relevant to oversight and monitoring.

4.2 Number of Participants

ODJFS has proposed that 1,100 participants will be recruited for the Project collectively in both pilot local WIOA areas. The target population is low-income, low-skilled youth and young adults aged 16-24.

4.3 Administrative Structures

This section establishes the framework for the selected vendor to complete the evaluation study. The framework is to be considered tentative at this time and subject to such factors as the design methodology proposed by the selected college/university, guidance from Abt Associates, recommendations from the IRB, and final approval of the EDR by ODJFS, Abt Associates, and the IRB. Vendors are to include in their proposals:

- A. A statement of the key objectives of the Wage Pathway Model evaluation study. [NOTE: The purpose is to demonstrate understanding of the objectives so, refrain from simply restating the objectives as identified in Section 1.4 of this RFP];
- B. A description of methods to perform administrative functions such as task analysis, decision making processes, administrative methods/techniques for the work and the resources that will be utilized; and,
- C. A Table of Organization and projected staff hours with a chart showing the number of hours to be devoted to the project by assigned vendor staff members broken out by quarter. The proposal must provide the percentage of time each person will devote to the project.

4.4 Compensation Structure

The Workforce Innovation Fund grant total is \$6,000,000.00; however, the selected Wage Pathway Evaluation Study vendor, as a result of this RFP process, will be compensated a total of \$900,000.00 over the life of the project. This amount equates to 15% of the total grant.

- A. Compensation under the initial contract (April 27, 2016 – June 30, 2016) will be a one-time payment based on the completion of a Preliminary Evaluation Design Report (EDR). Under the renewal contracts, compensation will be paid quarterly for the timely completion of activities and deliverables, consistent with Tables 4.3-1 and 4.3-2 in the previous Section and the Cost Proposal Form, included as Attachment D to this RFP, that will be completed as a component of the Cost Proposal (see Section 5.2. B). In the event that the activities and deliverables are not completed in a timely or satisfactory manner, ODJFS reserves the right to withhold payment of invoices until the activities/deliverables due are completed or corrected.
- B. As mentioned in Section 4.1 (B.7.), the selected vendor must include a budget for the EDR. The budget developed as part of the Cost Proposal for this RFP will be considered the budget for the Preliminary EDR and should be developed in consideration of: the evaluation design type; staff time and effort; sample size; data system requirements; data collection methods; travel; plan preparation and revision; reporting; coordination with the IRB and with ODJFS, and Abt Associates; administrative costs; and indirect costs. Travel, administrative, and indirect costs will not be paid separately under the resulting contracts. Should the costs in the budget section of the final approved EDR vary from the costs listed in the Cost Proposal form, compensation will be based on the final approved EDR budget.
- C. The Cost Proposal Form includes a budget table for quarterly and total costs and a narrative template that identifies all anticipated costs and an explanation of how those amounts were configured. The level of detail must be sufficient to demonstrate that the costs are reasonable and necessary in consideration of the work involved and includes only allowable costs.
- D. ODJFS has a specific amount of funds budgeted for evaluation study costs for the entire federal grant period; therefore, ODJFS reserves the right to negotiate any cost proposals that exceed the budgeted amount or that seem unreasonably high prior to making a selection for award.
- E. Selection for award does not constitute ODJFS' acceptance of costs listed in the selected vendor's Cost Proposal, which may be subject to negotiation prior to the execution of the contract. Selection for award does not constitute approval of the Cost Proposal. Once a final Budget/Budget Narrative have been negotiated, the selected vendor will submit an updated Budget/Budget Narrative to incorporate into the contract.
- F. In addition, the selected vendor will be required to conduct a cost study in the EDR (see Section 4.1.B.5) which will be subject to approval by ODJFS, the DOL, and Abt Associates as part of the EDR review process. As noted, **the technical proposal must not include any specific cost information** and only describe the methods that will be used and the factors that will be considered to conduct the cost study.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

- A. 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:

1. **Six (6)** paper copies (one signed original and five copies) and one CD-ROM copy of the technical proposal; and,
 2. In a **sealed, separate envelope, three (3)** paper copies (one signed original and two copies) and one CD-ROM copy of the **Cost Proposal**.
- B. The entire **technical proposal** should be converted into **one single secure .pdf document** saved to the technical proposal CD-ROM submitted to ODJFS, if possible. If the proposal's size necessitates more than a single .pdf document to contain the entire technical proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest number of separate .pdf documents possible.
- C. Along with the technical proposal, the cost proposal must be submitted in a **separate, sealed envelope/package labeled: "DO NOT OPEN. COST PROPOSAL ENCLOSED FOR WAGE PATHWAY EVALUATION STUDY SERVICES, RFP JFSR1617158114 SUBMITTED BY [VENDOR NAME]."**
- D. 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.**
- E. Both CD-ROMs must be labeled with the name of the vendor, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CD-ROMs may be used in the formal ODJFS proposal review process, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests. Failure to include or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.
- F. 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 score and possibly result in disqualification of the interested party. 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 selection decisions accordingly, including the decision to disqualify the interested party.
- G. The **original** technical and cost proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. The complete proposal submission (both the technical and cost proposals in all required copies) must be received by ODJFS **complete** no later than 3:00 p.m. on **March 30, 2016**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**
Office of Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
ATTN: RFP/RLB Unit
- H. All proposal submissions must be received, complete, at the address in Paragraph G, above, via mail or hand delivery by the above date and time. Materials received separately from a proposal submission (e.g., letters of recommendation from past customers) **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 added to any previously received submissions, nor will they be considered.

- I. The ODJFS Office of Contracts & Acquisitions (OCA) will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline (date and time) listed in Paragraph G, above. For hand delivery on the due-date, vendors must allow sufficient time for traffic incidents, downtown parking considerations, and for security procedures in the lobby of the Rhodes State Office Tower (address as stated above) and on the 31st Floor. All proposals must be received **no later than the specified deadline, both date and time**. 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.
- J. Submission of a proposal indicates the vendor's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract that results from this RFP.

5.2 Format for Organization of the Proposal

In developing their proposals, vendors must fully and appropriately plan and price their proposed projects (cost information must be restricted to the cost proposal only), including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFP. The technical proposal must contain the components listed below, at a minimum. It is mandatory that proposals are organized in the following order and where appropriate, sections/portions of the proposal make reference by section number/letter to the RFP requirements to which they correspond.

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.**

A. **Proposal Organization**

The technical proposal must contain the following components, organized in 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 may be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices that include information or materials not required in the RFP. **All pages beyond Tab 1 shall be sequentially numbered.**

Technical Proposals must be organized in the following order:

1. **Tab 1: Required Vendor Information and Certifications Document**

- a. **Attachment A., Section I.** - The required information and certifications of eligibility for state contract awards must be included in this section, as described in Attachment A., Section I. to this RFP: *"Required Vendor Information & Certifications Document"*. Vendors may, at their discretion, either print Attachment A., Section I., complete and sign it, and return it as the content of their proposal Tab 1; or they may provide all the required

information and certifications (each **fully** re-stated from Attachment A.) on their own letterhead, properly signed, and include that replication in their proposal Tab 1. Vendors that fail to provide all information and certifications as described in Attachment A., Section I. in their proposal Tab 1 will be disqualified.

- b. **Attachment A., Section II. -- Standard Affirmation and Disclosure Form** Banning the expenditure of public funds on offshore services and the storage or use of ODJFS data overseas. This form must be completed and signed by every interested party seeking to do business with ODJFS. This must be submitted as part of the response to any request for proposals, invitation to bid, request for grant applications, informal quotations, or other such competitive process. **Failure by any vendor to complete, sign, and return the Standard Affirmation and Disclosure Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.**
- c. The signed originals of the above referenced forms (RFP Attachment A., Sections I. and II.) are to be provided in the original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.
- d. In the event that a vendor proposes the use of any subcontractor(s), 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.

2. **Tab 2: Experience and Qualifications**

- a. **Sub-Tab 2a.** Mandatory Vendor Qualifications (Section 3.1, A through B)
The proposal must include information to demonstrate how the vendor meets the mandatory qualifications described in Section 3.1, of this RFP.
- b. **Sub-Tab 2b.** Organizational Experience and Capabilities (Section 3.2, A through G)
In this section, the proposal must identify and describe organizational experience and capabilities requirements described in Section 3.2, of this RFP.
- c. **Sub-Tab 2c.** Staff Experience and Capabilities (Section 3.3, A through B)
In this section, the proposal must identify key staff and describe staff experience and capabilities requirements as described in Section 3.3, of this RFP.

3. **Tab 3: Proposed Work Plan/Specifications of Deliverables** (Section 4.1, A through F) - This section should describe in detail how the vendor proposes to successfully perform, at minimum, each activity of the scope of work identified in Sections 4.1, Proposed Work Plan for the Scope of Work and Specifications of Deliverables. The responses must address each activity fully.

- a. **Sub-Tab 3a.** Preliminary and Final Evaluation Design Report – Includes the following components:
(1) Independent Literature Review

(2) Evaluability Assessment**(3) Implementation Study****(4) Outcome Study****(5) Cost Study (methods only-no cost information)****(6) Evaluation Timeline**

(7) Evaluation Budget: The college/university's Cost Proposal will be considered the preliminary budget. **Do not include a Budget or any cost information here. The Cost Proposal must be submitted in a separate, sealed envelope per Section B, below.**

- b. **Sub-Tab 3b.** Evaluation Study Implementation
 - c. **Sub-Tab 3c.** Final Evaluation Report
 - d. **Sub-Tab 3d.** Dissemination
 - e. **Sub-Tab 3e.** Administration
4. **Tab 4: Administrative Structures** (Section 4.3, A through C) - This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.3, Administrative Structures of this RFP.
- a. **Sub-Tab 4a.** Key objectives
 - b. **Sub-Tab 4b.** Administrative functions
 - c. **Sub-Tab 4c.** Timeline and organizational chart
5. **Tab 5** (Optional - as needed) **Vendor Attachments or Appendices** *(for example, required excerpts/samples of work products described in RFP Section 3.2 may be presented here.)*

B. Cost Proposal

1. **Three** (one signed original and two copies) copies of the Cost Proposal **must be submitted in a separate, sealed envelope**, and labeled: **"DO NOT OPEN. COST PROPOSAL ENCLOSED FOR WAGE PATHWAY EVALUATION STUDY SERVICES, RFP JFSR1617158114 SUBMITTED BY [VENDOR NAME]."**

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

2. The Cost Proposal Form, provided as **Attachment D** to this RFP must be fully completed according to instructions, signed, and submitted as the separate sealed Cost Proposal. The Cost Proposal Form includes a table to list costs per deliverable and a budget narrative template that must be used to describe how the costs for each deliverable were configured.

3. The Cost Proposal Form is broken out by deliverable for each quarter of each State Fiscal Year included in the (SFY) Evaluation Study Period, beginning with the third quarter of State Fiscal Year (SFY) 2016 (April 27, 2016 through June 30, 2016) and ending with the first quarter of SFY 2020 (September 30, 2019).
4. As mentioned in Section 4.4, all anticipated costs, primary and incidental, necessary to complete all program activities, such as administrative, overhead, and travel costs (whether explicitly identified by ODJFS in this RFP or not), must be factored into the proposed costs per deliverable as these types of costs will not be paid separately under the resulting contract award.

C. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

1. Any technical proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited 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 technical proposal as information on organizational capacity and stability. All cost information must be submitted with the separate, sealed cost proposal. The technical proposal is defined as any part of the proposal (either as required by ODJFS or sent at the interested party'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 the technical proposal include any documents that contain such cost information, the cost information in those documents must be made unreadable before submission of the proposal to ODJFS. **Failure to follow these instructions will result in disqualification.**
2. Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP) found anywhere in the proposal shall result in immediate disqualification.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

- A. ODJFS will evaluate proposals based on the capacity and experience demonstrated in the technical and cost proposals. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, OWD, and designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.
- B. Selection for award will be based upon the criteria described in this RFP. 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 the intent is not unreasonably obscured. In scoring the proposals, ODJFS will score in three phases:

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

In order to be fully reviewed and scored, proposals submitted must pass Phase I. Review as required in the Technical Proposal Score Sheet. **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.**

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

- a. The PRT will score those qualifying technical proposals not eliminated in Phase I. Review by assessing how well the proposal demonstrates the requirements specified in 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.
- b. Any proposal that does not meet the minimum required technical proposal score as defined in Attachment C. will be disqualified from any further consideration and the cost proposal will neither be opened nor considered.

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.) to review their proposals for completeness, compliance and quality.

3. **Phase III. Review—Criteria for Considering the Cost Proposal**

- a. The cost proposal will be reviewed by ODJFS. The grand total of each technically qualified cost proposal is divided by the final technical proposal score. This compares the cost with the quality of the technical proposal and will provide an average cost-per-quality point earned on the technical proposal.
- b. ODJFS may, at its sole discretion, negotiate with all technically qualifying colleges/universities for a revised cost proposal. The vendor may: submit one last and best offer; request that ODJFS view its original cost proposal as its last and best offer; or formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, ODJFS will then consider those revised cost proposals that are within amount budgeted by ODJFS for this project according to the process described in this section above, and in the Technical Proposal Score Sheet, Attachment C., for selection purposes.

6.2 Review Process Caveats

- A. ODJFS may, at its sole discretion, waive minor errors or omissions in the technical and/or cost proposals or related forms when those errors do not unreasonably obscure the meaning of the content.
- B. ODJFS reserves the right to request clarifications from vendors to any information in their Technical and/or Cost proposals or related 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 the verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP. Such communications are expressly permitted when initiated by ODJFS, and are at the sole discretion of ODJFS.
- C. Should ODJFS determine a need to interview vendors prior to making a final selection, responses to interview questions shall be scored in a manner similar to the process described in Section 6.1, Scoring of Proposals, above. Such scored results may be either added to the proposal scores, or will replace certain criteria scores, at the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for that RFP.
- D. Any requested changes to the model contract must be approved by ODJFS either as requested or following a process of negotiation. While requested changes to the model contract may have no effect on a proposal score, any proposed changes to the ODJFS model contract that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of the contract may, at the sole discretion of ODJFS, result in the disqualification of the vendor and its proposal. See also Section 8.6, Contractual Requirements of the RFP for more details.
- E. ODJFS reserves the right to negotiate with vendors for adjustments to their proposals should ODJFS determine, for any reason, to adjust the scope of the project for which this RFP is released. Such communications are not violations of any communications prohibition, and are expressly permitted when initiated by ODJFS, and are at the sole discretion of ODJFS.
- F. Any vendor deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the contract.
- G. ODJFS reserves the right to reject proposal submissions from vendors that have performed unsatisfactorily under prior contracts with ODJFS.

6.3 Final Vendor Recommendation

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

6.4 Tie Breaker

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

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any 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 vendor objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 - 1. The name, address, and telephone number of the protestor;
 - 2. The name and number of the RFP being protested;
 - 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - 4. A request for a ruling by ODJFS;
 - 5. A statement as to the form of relief requested from ODJFS; and
 - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS if it is received by OCA 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 shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable.
 - 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the *seventh (7th)* business day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on the 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 if ODJFS determines that the protest raises issues significant to ODJFS' procurement system. An untimely protest is one received by OCA after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215

- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage ODJFS. The vendor initially selected for award of the contract shall be notified of the receipt of the protest.
- F. OCA shall issue written decisions on all timely protests and shall notify any vendor that 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 or any solicitation if, in the opinion of ODJFS and the PRT, 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. All vendors are responsible for obtaining any such changes without further notice by ODJFS. After issuance of an award letter, ODJFS reserves the right to rescind the award and choose the next most responsive bidder, if ODJFS and the vendor initially selected are unable to come to a mutually acceptable contractual agreement.

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, ODJFS notifies vendors 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. Required Vendor Information and Certifications Document (provided as Attachment A.) must be completed to report this information and the completed document must be included in the proposal as specified in Section 5.2, A. 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 that submit proposals. The vendor shall bear all costs of any scheduled interview.

8.3 Start Work Date

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

8.4 Proposal Costs

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

8.5 Trade Secrets Prohibition; Public Information Disclaimer

- A. **Vendors are prohibited from including any trade secret information** as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RFP, Requests for Letterhead Bids (RLB) or other such procurement efforts. ODJFS shall consider all proposals or similar responses voluntarily submitted to any ODJFS procurement document to be free of trade secrets, **and such proposals if opened by ODJFS will, in their entirety, be made a part of the public record.**
- B. All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. This RFP and, **after the selection of a vendor for award**, any proposals received in response to an RFP/RLB that are opened, reviewed, and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal, if opened, and any attachments, addenda, appendices, or sample products.
- C. Any proposals submitted in response to any ODJFS procurement efforts that make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

8.6 Contractual Requirements

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions provided in the model contract, which is included as Attachment B. of this RFP. It should be noted that the contract will also include confidentiality provisions with the federal and state requirements and restrictions for use and handling of confidential information.
- B. Many of the terms and conditions contained in the model contract are required by state and federal law; however, the selected vendor may propose changes to the model contract by annotating the model, and returning it with the 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 will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), shall be bound by the same standards of confidentiality that apply to employees of ODJFS and the State of Ohio. The selected vendor will be required to execute data sharing agreements with any subcontractors that will access ODJFS or will include confidentiality provisions in such contracts. ODJFS must approve the disclosure of any ODJFS information in writing prior to such disclosure. 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), shall certify compliance with any court order for the withholding of child support that is issued pursuant to Section 3119, 3121, 3123, and 3125 of the ORC and must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the vendor or its employees meet child support obligations established under state law.
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect.
- H. The selected vendor shall be required to comply with prevailing wage standards, as applicable per ORC 4115.03 to 4115.16.

8.7 Travel Reimbursement

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

8.8 Minority Business Enterprise

ODJFS is required by Section 125.081(B) and 123.151 of the ORC to award fifteen percent (15%) of its total procurements to vendors certified as Minority Business Enterprises (MBE). Ohio certified MBE is defined in ORC Section 122.71. The selected vendor is strongly encouraged to consider MBE vendors for any subcontracted services or for purchases of supplies under the contract that results from this RFP when possible. However, should the selected vendor opt to use an MBE vendor to provide services for the evaluation study, the vendor must, per section 8.9 below submit a written request to ODJFS prior to executing a subcontract.

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>.

8.9 Subcontractor Identification and Participation Information

Any vendor proposing to use a subcontractor for any part of the work described in this RFP must clearly identify any subcontractor(s) and their tasks in their proposals and describe the role or function the subcontractor will have for the Project. **No subcontractors may be used to fulfill key personnel roles as described in Section 3.3.** The proposal must include a letter from the proposed 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 the subcontractor will do;
- D. A commitment to do the work, if the primary 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 entire proposal.

Should the selected vendor choose to procure a subcontractor for services relevant to the evaluation study, the vendor must submit a written request to ODJFS that explains the role/function the subcontractor will fulfill and the reasons why the work cannot be performed by in-house staff members.

8.10 Public Release of Evaluations and/or Reports

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 selected vendor to maintain the confidentiality of information and records in accordance with the federal and state confidentiality laws and regulations and with the confidentiality provisions of the contract that results from this RFP.

8.12 Key Personnel

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

8.13 Ethical & Conflict of Interest Requirements

- A. No vendor seeking a contract shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No vendor seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any vendor acting on behalf of ODJFS under a contract shall refrain from activities that could result in violations of ethics and/or conflicts of interest. Any vendor that violates the requirements and prohibitions

defined here or of ORC 102.04 is subject to termination of the contract or refusal by ODJFS to enter into a contract; and,

- D. ODJFS employees and employees of the selected vendor 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

As a condition of receiving a contract from ODJFS, and as applicable, the selected vendor, and any subcontractor(s), will be required to comply with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC), and the implementing regulations found in Title 45, Part 164.502 (e) and Part 164.504 (e) of the Code of Federal Regulations (CFR) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

In the event of a material breach of contractor obligations under this section, ODJFS may at its option terminate the contract according to provisions within the contract for termination.

8.15 Waiver of Minor Proposal Errors

ODJFS may, at its sole discretion, waive minor errors or omissions in the technical and/or cost proposals or 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 vendor of any information in their technical and/or cost proposals or 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. 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 that is listed on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery. This includes any subcontractors that are listed on the website as well.

8.19 Mandatory Contract Performance Disclosure

Each proposal must disclose whether the vendor’s performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the project which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, vendor shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action that results 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) have been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to vendor’s performance of services similar to those described in this RFP. If any such instances are disclosed, vendor must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against vendor by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify a vendor from consideration, such governmental action and a review of the background details may result in a rejection of the vendor’s proposal at the sole discretion of ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter’s potential impact on the vendor’s performance of the work, and the best interests of ODJFS.

8.21 Mandatory Disclosures of Work Location

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

8.22 Vendor Selection Restriction

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

8.23 Prohibition Against Services Performed Outside the United States

All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would 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. This required attestation is identified as the “Location of Business Form” included in the “Required Vendor Information & Certifications Documents,” provided as Attachment A., Section II., to this RFP. The entire form must be printed, completed, and signed by the interested vendor’s authorized representative, and returned to ODJFS as a component of the vendor technical proposal. **Failure to properly complete Attachment A. will result in the disqualification of the vendor’s proposal from consideration.**

8.24 Proposal Submissions As Public Record

Vendors will be required to attest in Attachment A., Section I., Item #15 that no information included in their proposal submission is confidential and/or a trade secret (as defined in Sections 3.3, 5.2, C., and 8.5 of the RFP or where found in an RLB document) and may be posted in its entirety on the Internet for public viewing, or otherwise publicly released. Following submission to ODJFS, all proposals submitted will become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited information. The vendor affirms that it shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in any public records requests.

8.25 Combating Trafficking In Persons

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

<http://powerhost.powerstream.net/008/00153/HumanTrafficking.wmv>

8.26 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.

8.27 Intellectual Property Rights

The resulting contract award from this RFP will be funded with federal dollars. Therefore, the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:

1. The copyright in all products developed under the Subgrant, including a subgrant or contract; and
2. Any rights of copyright to which ODJFS, or a subrecipient or contractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

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, A.*)**
- 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 & Budget Narrative (*To be completed & included in cost proposal packet as specified in Sec. 5.2, B.*)**

SECTION X. APPENDICES AND THEIR USES

A. ODJFS Federal Grant Proposal

Thank you for your interest in this project.

Attachment A

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

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: 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)	
3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	
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): Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	

8. Is this vendor an Ohio certified MBE? Yes No 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 WILL RESULT IN DISQUALIFICATION.)

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 of recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.

10. Equal Employment Opportunity Information on the 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, 2013) 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

11. 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 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.

12. 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 13 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

13. 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.)

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

15. I _____, (vendor representative in Item # 7) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in Sections 3.3, 5.2, D., 8.5, and 8.25 of the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information. The vendor affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in a public records request(s).

Attachment A—Section II.

Location of Business Form

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

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

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

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

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

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

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

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

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

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

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

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

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODJFS for this 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

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT FOR SERVICES**

C-1617-00-0000

RECITALS:

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

- A. ODJFS issued a Request for Proposals (RFP) titled _____, numbered _____, and dated [DATE], which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of CONTRACTOR, submitted by CONTRACTOR on [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 the dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.
- D. Key personnel that are identified by the CONTRACTOR as critical to the success of the Contract may not be removed without a reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

ARTICLE I. PURPOSE; DELIVERABLES

- A. CONTRACTOR will perform its responsibilities (Deliverables) under this Contract as follows: OR CONTRACTOR will perform its responsibilities (Deliverables) under this Contract in accordance with the RFP and the Proposal. The responsibilities are summarized as follows:
- B. The ODJFS Contract Manager is **ODJFS Contract Manager**, or his/her successor.
- 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 10 business 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 ODJFS pursuant to the notice provisions 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 or an advertisement for CONTRACTOR.

- D. [UNIVERSITY] The Deliverables produced by CONTRACTOR under this Contract will be copyrighted in the name of CONTRACTOR. CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any Deliverable either in whole or in part, and to produce derivative works. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODJFS will treat Deliverable products as the intellectual property of CONTRACTOR for purposes of ORC 149.43. CONTRACTOR further reserves the right to use the Deliverables produced under this Contract for research and academic purposes, including the right to publish the work in scholarly journals or other academic publications.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from _____ or the date of issuance of an approved State of Ohio purchase order, whichever is later, through _____, unless this Contract is suspended or terminated prior to the expiration date. This Contract may be renewed through June 30, 201X, 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. 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 (SFY) 2016, and up to SFY2 AMT Dollars (\$SFY2) for SFY 2017, expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. 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 Contract Manager for approval prior to submitting a claim for reimbursement.

- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Contract Manager as long as the total amounts per SFY and the total overall Contract amount remains unchanged. Any changes to the travel costs will require a written amendment to this Contract.
- D. Compensation will be paid pursuant to CONTRACTOR's **accepted budget [or cost proposal]** as incorporated below **[or as attached]**.
- E. CONTRACTOR will submit detailed invoices on a **one-time, monthly, quarterly, annual** basis to the ODJFS, **Contract Manager, Office, Office Address OR Bureau of Accounts Payable at 30 East Broad Street, 37th 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, including such detail as required per the compensation section of this Contract; deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
 5. Description of Deliverables performed during the billing period; and
 6. Other documentation requested by the ODJFS Contract Manager.
- F. 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 of this Contract.
- G. 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. State of Ohio purchase orders are issued per state fiscal year. CONTRACTOR must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- H. 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.
- I. 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 SFY, 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, or upon completion of all Deliverables, or once all compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving 30 calendar days written notice to the other party. Upon written notice to CONTRACTOR, ODJFS may immediately suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provisions of Sections A or B, 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;
 2. ODJFS discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE VIII.

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

- D. Unless otherwise provided for in this ARTICLE, CONTRACTOR will have 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 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 30 calendar days. For purposes of this Section, "persistent" means that ODJFS has notified CONTRACTOR 2 times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The 2 notices do not have to relate to the same obligation or type of failure. After the second 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 30 calendar days generally applicable in this Section. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate. If ODJFS does not give timely notice of a breach to CONTRACTOR, ODJFS has not waived any of its rights or remedies concerning the breach.
- 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 and refusing any additional orders;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status and percentage of completion of all Deliverables, including the results accomplished and the conclusions reached through Deliverables;
 4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Contract whether completed or not; and
 5. 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 B or termination for loss of funding pursuant to Section C, ODJFS will be entitled to

utilize another contractor to complete the Deliverables 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 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.
- 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 this Contract.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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 subcontract agreements 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.
- A. [UNIVERSITY] ODJFS agrees that any media (including documents, reports, data, photographs, negatives, electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR; however, CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media.
- B. All ODJFS information that is classified as public or private under Ohio law 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 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 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. CONTRACTOR will defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this 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 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) Omni-Circular, Title 2 of the Code of Federal Regulations (CFR) Part 200. 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. 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 in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is **INSERT RECORDS SCHEDULE [Must be minimum of 3 years, 2 CFR 200.333]**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance with any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODJFS, CONTRACTOR agrees to pay all costs, damages and expenses associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (42 USC 1320d through 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR further agrees to include the terms of this section 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. **It is agreed that line item budget modifications may be made, in writing, upon approval by the ODJFS Contract Manager without a written amendment pursuant to ARTICLE III.** 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 business 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, 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 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 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.
[DELETE IF UNIVERSITY]
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, 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. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was

not in compliance with this Section 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. If applicable, CONTRACTOR agrees to comply with the provisions of Equal Employment Opportunity Clause (41 CFR Part 60), the Davis-Bacon Act (40 USC 3141-3148), the Copeland Act (40 USC 3145), and the Contract Work Hours and Safety Standards Act (40 USC Chapter 37), regarding labor standards for federally assisted construction contracts.
 - e. 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 and Conflicts of Interest Laws.**
 - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. 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 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 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. 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.
 - d. 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. 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.

4. **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 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations, and is in compliance with 45 CFR 2543.87 the Byrd anti-lobbying amendment.
 - b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **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.
6. **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 18.
7. **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.
8. **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.
9. **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. In accordance with 2 CFR 200.321, CONTRACTOR agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
9. **[Use when program area is requiring] MBE Requirement.**
 - a. CONTRACTOR is required to seek and set aside at least ____% of the cost of work for qualified Minority Business Enterprises (MBE). In seeking MBE subcontractors, the CONTRACTOR must utilize a competitive process to which only Ohio certified MBEs may respond and require the MBE to maintain their certification through the term of the agreement, including any renewals.
 - b. CONTRACTOR shall indicate on all invoices submitted to ODJFS the dollar amount attributed to the goods or services provided by the MBE subcontractors along with documentation of the MBE subcontractor's activities. CONTRACTOR shall report its monetary payments to the MBE subcontractor under this Contract monthly to the ODJFS Contract Manager.

- c. CONTRACTOR may apply for a modification or waiver of the 15% MBE subcontractor set-aside requirement, however, such modification or waiver request may be submitted no earlier than 6 months from the contract award and no later than 2 months of the completion of the contract, whichever is sooner. CONTRACTOR may apply in writing, on a form prescribed by ODJFS, for a waiver or modification of the MBE set-aside requirement from the ODJFS Contract Manager. CONTRACTOR shall submit evidence acceptable to ODJFS demonstrating that the CONTRACTOR made a good faith effort to seek MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, ODJFS will determine whether CONTRACTOR's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, CONTRACTOR will have an opportunity to attain the requirement before the completion of the work. If CONTRACTOR fails to attain the requirement, CONTRACTOR may be found in non-compliance with the terms of the contract.

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

[UNIVERSITY] CONTRACTOR, a public university, certifies that by executing this Contract, it has reviewed and understands ODJFS's obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Contract outside of the United States. [delete a-d]

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this 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.

11. **[PRIVATE ENTITY] Combating Trafficking in Persons.**

- a. CONTRACTOR agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons."

The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this Contract by reference.

- b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:
 - (1) Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
 - (2) Procuring commercial sex acts during the period of performance of the Contract; or
 - (3) Using forced labor in the performance of the Contract.
 - c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
 - d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
11. **[UNIVERSITY] Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), this Contract may be terminated without penalty if CONTRACTOR or any subcontractor paid with Contract funds:
- a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Contract or any subcontracts or subagreements are in effect; or
 - b. Uses forced labor in the performance of activities under this Contract or under any subcontracts or subagreements.
 - c. CONTRACTOR agrees that it shall notify, and require all of its subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph.
 - d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
12. **Civil Rights Assurance.** The CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
13. **Clean Air Act and Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Energy Policy and Conservation Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Regional Office of the USEPA and ODJFS.
15. **Solid Waste Disposal.** CONTRACTOR agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding federal fiscal year exceeded

\$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.

16. **Rights to Inventions.** If applicable, if any products or services under this Contract meet the definition of “funding agreement” under 37 CFR 401.2(a), and CONTRACTOR enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable federal and state regulations.
17. **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. BUSINESS CONTINUITY PLAN

- A. CONTRACTOR recognizes that certain services under this Contract are vital to ODJFS and must be continued without interruption. CONTRACTOR shall be prepared to continue providing such services identified by ODJFS, during periods of disaster, crisis, or other unexpected break in services based upon a Business Continuity Plan (Plan). CONTRACTOR is required to implement and maintain a sustainable Plan throughout the term of this Contract, and provide the Plan to ODJFS upon request. The Plan will, at a minimum:
 1. Enable continued performance under this Contract in the event of a disaster or other unexpected break in services; and
 2. Ensure the continuity for identified vital services and supporting facilities.
- B. For purposes of this Article, the term “disaster” means an unanticipated incident or event, including, but not limited to, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption; or causes data loss, property damage or other business interruption without any prediction for recovery within a commercially reasonable time period.

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. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODJFS is required to provide individuals and business entities with fewer than 5 employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODJFS has notified CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than 5 employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than 5 employees, please complete page 3 of Attachment A.
- 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, infringement resulting, and/or any other claims

arising from the performance of the 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. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- B. **[UNIVERSITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Contract will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, 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.
- C. **[UNIVERSITY] Infringement of Patent or Copyright.** To the extent permitted by law, 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 V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or

avoid the delay. Items that are controllable by 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.

- F. **Counterpart.** This Contract may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

This 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
RFP JFSR1617158114
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

Vendor: _____

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?	2.1/5.1		
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 5.2, B.		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed (in all required parts) by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2, A.		
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		
5	Did the vendor include evidence that it is an Ohio state-funded college or university?	1.1/3.1, A.		
6	Does the proposal identify staff members that will be assigned to fulfill three key positions: Principal Investigator, Chief Statistician, and Database Administrator, which are described in Section 3.3, and briefly describe and effectively demonstrate that staff members assigned to fulfill key positions meet the minimum qualifications?	3.1, B.		
7	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, C. 8.5		

Has the vendor proposed any changes to the ODJFS model contract attached to this competitive document for use in the event of its selection for this project? Requested changes to the model agreement have no effect on a vendor’s proposal score. However, any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. At the sole discretion of ODJFS, any proposed changes to the ODJFS model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a contract may result in the disqualification of the vendor and its proposal. See Section 6.2, Review Process Caveats, and Section 8.6, Contractual Requirements of the RFP for more details on this situation.	Yes; changes proposed?	No changes proposed?
If changes were proposed by this vendor, are those changes such that ODJFS disqualifies the vendor?	Disqualified	NOT Disqualified

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 Child Support. 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 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 **440 points** (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **566 points**, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	EXT.
VENDOR QUALIFICATIONS								
ORGANIZATIONAL EXPERIENCE & CAPABILITIES								
1.	The vendor has demonstrated capacity and prior experience carrying out similar evaluations in size and scope within the last five (5) years and has 1.) described experience in successfully conducting the type of evaluation proposed for this project (implementation study, outcome study, cost study); and, 2.) has described experience in working on evaluation studies of comparable size and scope, such as managing measurement over multiple time periods and multiple locations using rigorous statistical methods as well as included a description of data collection and analysis tools created or utilized in these previous studies. [Note: Preference will be given to evaluation projects that involve workforce development for low-income, low-skilled youth and young adults.]	3.2, A.	3					
2.	The vendor has demonstrated at least three (3) years experience working with a social/behavioral IRB. Such experience may include: preparing evaluation plans for submission to an IRB, responding to IRB requests and recommendations, revising evaluation study plans as necessary, ensuring informed consent of participants, etc. The vendor has 1.) indicated if the college/university either has an IRB in-house or if it has hired an IRB in the past and has identified the IRB and specified whether the IRB is a social/behavioral IRB; and, 2.) described how an effective relationship with the IRB has been established and maintained through an evaluation study, such as indicating how the corrective action plans were developed, implemented, and evaluated to ameliorate study concerns raised by an IRB. [Note: Preference will be given to colleges/universities with an in-house social/behavioral IRB.]	3.2, B.	2					
3.	The vendor has demonstrated at least five (5) years experience in effectively safeguarding personally identifiable information—including, but not limited to—maintenance and use of statistical processing software and information processing technology with the capacity to securely collect, transfer, store, and maintain data files in compliance with federal standards, as outlined in the documents listed below (links are in the Reference Library, Section 2.4). 1. Training And Employment Guidance Letter No. 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII); 2. National Institute of Standards and Technology, Security Requirements for Cryptographic Modules, Pub 140-2; and, 3. Federal Policy for the Protection of Human Research Subjects.	3.2, C.	2					
4.	The vendor has demonstrated at least three (3) years experience and/or management capacity to effectively work with a Technical Assistance and Evaluation coordinator, such as Abt Associates.	3.2, D.	2					
5.	The vendor has demonstrated at least five (5) years experience in grant management practices to complete grant activities with high quality results and within in the specified period of performance.	3.2, E.	3					
6.	The vendor has demonstrated at least five (5) years experience in disseminating evaluation results from similar studies.	3.2, F.	3					

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	EXT.
7.	The vendor has demonstrated at least two (2), but no more than three (3), letters of reference, within the submitted proposal (NOT submitted separately). These references must relate to work conducted within the past seven (7) years. Proposals may include evidence of multiple projects, or re-hire with the same organization. Preference will be given to references for successful program evaluation services/projects in human services, workforce services or unemployment support services.	3.2, G.	2					
STAFF EXPERIENCE & CAPABILITIES								
In this section, staff must include individuals qualified to fulfill the roles of a Principal Investigator, Chief Statistician, and Database Administrator—each must be employees of the college/university and must meet the education and experience criteria listed below.								
8.	The vendor has identified and assigned a Principal Investigator who possesses at least a doctoral degree (Ph.D.) in statistics, behavioral sciences, public administration, social work, or a related field, and at least five (5) years of program evaluation experience in at least one of those areas. Preference will be given to colleges/universities that propose a PI with three (3) years or more experience in the workforce development field. IRB Liaison – The PI must serve as the only person authorized to work with the IRB. The individual assigned as PI is required to demonstrate experience in serving as the main liaison working directly with an IRB throughout a complete evaluation project of similar size and scope.	3.3, A., 1.	3					
9.	The vendor has identified and assigned a Chief Statistician who possesses at least a Master's Degree in statistics, behavioral sciences, public administration, social work, or a related field, and at least five (5) years of program evaluation experience in rigorous data collection and analysis methods. Preference will be given to colleges/universities that propose a Chief Statistician with a doctoral degree (Ph.D.).	3.3, A., 2.	2					
10.	The vendor has identified and assigned a Database Administrator who possesses at least a Bachelor's Degree in computer science, programming, information technology, or a related field. Scoring preference will be given to colleges/universities that propose a Database Administrator with three (3) or more years of program evaluation experience.	3.3, A., 3.	2					
11.	The vendor has included, if not otherwise presented in curriculum vitae, a list of publications written by staff members who will be assigned to fulfill key positions that demonstrates familiarity or skills in evaluation studies of this size and scope. Preference will be given to publications in refereed scholarly journals.	3.3, B., 3.	1					
SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES								
12.	The vendor has provided a plan as to how they will develop a preliminary Evaluation Design Report that includes the components listed in Sub-section B of the RFP, which must be submitted to Abt Associates no later than June 30, 2016 –AND- provided a plan as to how they will produce an Evaluation Design Report (EDR) that meets DOL standards and will be subject to approval by Abt Associates. The EDR will provide the framework that identifies the evaluation study's various elements (e.g., participant population, units of analysis, type and rigor of the evaluation design, validity and potential threats, expected outcomes, data definitions and sources, data measurement and collection strategy) and describes the methods of analysis. A description of the software and data systems that will be used in the performance of the evaluation study must also be included. Submission of the final EDR (with full response to Abt Associate and IRB comments, final performance data and final budget) must be no later than September 1, 2016, with the goal to have an approved EDR by September 30, 2016, in order for implementation to begin in early October 2016.	4.1, A. 4.1, B.	3					
13.	The vendor has provided a plan as to how they will conduct an Independent Literature Review that: a. Includes a summary of the findings of each study with a description of how it relates to the Wage Pathway Model and the evaluation plan. It should also include a description of study methods relevant to the overall design, types of data, methods for data collection and analysis, as well as the overall level of rigor of the design, implementation, and findings; b. Utilizes the existing body of evaluation work to determine: the research questions that should be asked; the evaluation design and methods to employ; which program outcomes are appropriate; and how best to measure them; and, c. Describes how the evaluation will build upon the existing evidence; contribute additional information to the current base of evidence; and enhance the broader workforce system or contribute to the workforce evaluation literature.	4.1, B., 1.	2					

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	EXT.
14.	<p>The vendor has provided a plan as to how they will conduct an Evaluability Assessment (qualitative investigation) that:</p> <p>a. Describes the objectives, logic and activities of the Project. This must include a Logic Model, a graphical representation or blueprint that depicts the overall program or intervention and how it operates when implemented. The logic model should:</p> <p>--Reflect the literature review findings and support the research questions selected for the evaluation; and,</p> <p>--Appropriately and accurately depict the goals, assumptions, objectives, inputs, activities, outputs and outcomes for the proposed program.</p> <p>b. Establishes appropriate methodology and resource requirements for the evaluation;</p> <p>c. Addresses the likelihood of the Project achieving its anticipated outcomes; and,</p> <p>d. Describes the methods to measure whether expected results are achieved.</p>	4.1, B., 2.	2					
15.	<p>The vendor has provided a plan as to how they will conduct an Implementation Study that provides context and information that make evaluation results more useful and informative for future program development or replication and should be performed in consideration of the following:</p> <p>a. The selected vendor must design the implementation study plan and submit the plan to Abt Associates as part of the preliminary EDR. The actual work of the implementation study will be performed upon Abt Associates' approval of the EDR;</p> <p>b. The implementation plan must identify specific and relevant research questions, instruments, data sources, and data collection methods appropriate for the study. Implementation studies often involve gathering data from participant/stakeholder interviews, focus groups, observations, and other methods;</p> <p>c. The implementation study should include a process to track the fidelity of implementation and determine whether the Wage Pathway Model was implemented as designed. Additionally, the implementation study should include Project data on participation and completion rates; and,</p> <p>d. The implementation study should include a report that describes the events/activities that transpire during the Project implementation period, the components that worked well and those that were problematic, as well as the results from the Wage Pathway Model that will be informative for future program plans.</p>	4.1, B., 3.	2					
16.	<p>The vendor has provided a plan as to how they will conduct an Outcome Study that will examine the immediate, intermediate, and final results of the Project (e.g., changes in conditions, employment, earnings, or income, as well as changes in attitudes, values, and behaviors) in comparison to an initial baseline measurement and subsequent points of measurement. The aggregated results will be included the Final Evaluation Report described in Paragraph D, below. The selected college/university:</p> <p>a. Must design the outcome study and submit the design to Abt Associates for approval as part of the preliminary EDR. The actual work of the outcome study will be performed during the evaluation study's intermittent measurements, if any, and upon completion of the data collection activities;</p> <p>b. Must determine the study's baseline measure that identifies the data to be collected and the appropriate data collection methods to use. The selected vendor will determine if it is better to collect baseline data before participation commences or at time of enrollment; and,</p> <p>c. Must develop procedures to reduce the burden of baseline data collection on staff members, pilot areas, partners, and participants and must ensure proper training on data security protocols if staff members from partner agencies are involved in implementation and will access confidential data.</p>	4.1, B., 4.	2					
17.	<p>The vendor has provided a plan as to how they will conduct a Cost Study that investigates a cost allocation analysis.</p> <p>a. The selected vendor must design the cost study and submit it to Abt Associates for approval as part of the preliminary EDR. The actual work of the cost study will be performed during the Evaluation Study's intermittent measurements, if any, and upon completion of the data collection activities;</p> <p>b. A cost allocation analysis will identify a unit cost, or cost per unit of service, such as operational costs at the per-participant or per-system level; and,</p> <p>c. The cost study should identify: the types of costs (e.g., salaries, equipment, support services, etc.) that are important to track; the sources of such cost data and how the cost data will be tracked at different sites; and a description of the appropriate instruments or data sources to be used.</p>	4.1, B., 5.	2					

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	EXT.
18.	<p>The vendor has provided a plan as to how they will submit a timeline that reflects sufficient time and resources to effectively implement the evaluation study in accordance with the timelines in Tables 4.1-1 and 4.1-2. Sections 4.4 and 5.2 B of the RFP, regarding the compensation schedule and Cost Proposal structure provide information on how to develop a budget consistent with the timeline. The timeline should:</p> <p>a. Clearly show that the evaluation plan is feasible and appropriately aligned with the program components and schedule;</p> <p>b. Include all relevant evaluation activities, such as: time for planning and design of the evaluation study; meetings with pilot areas and partner agencies, ODJFS, and Abt Associates; obtaining IRB approval; participant enrollment; baseline data collection; administrative data collection; quality control activities; analysis of data; cleaning data of personally identifiable information; reporting (interim and final); and distribution; and,</p> <p>c. Identify the individual(s), pilots and/or partner(s) responsible for evaluation activities.</p>	4.1, B., 6.	3					
19.	<p>The vendor has provided a plan as to how they will develop a budget for evaluation study costs which should only describe the factors considered and the methods used to develop the budget.</p>	4.1, B., 7.	2					
20.	<p>The vendor has provided a plan as to how they will implement the evaluation study, identified the data software and systems that will be used for the evaluation study and have addressed the following components:</p> <p>1. Participant Enrollment – Proposals should describe a method to enroll project participants in the evaluation study. Enrollment will include a consent form with a description of the participant data that will be collected for the evaluation study and how it will be used in addition to an affirmative statement that the data will be published in aggregate form;</p> <p>2. Data Collection – Pilot area and partner staff will register and track participant progress in the Ohio Workforce Case Management System (OWCMS) for local area and ODJFS reporting. This will be one source of participant data for the evaluation study. Proposals should identify other methods to collect data that will be analyzed with the OWCMS data and identify the data variables that will be collected throughout the implementation period;</p> <p>3. Data Analysis – Proposals should describe the methods for qualitative and quantitative analyses from at least two measurement points (pre and post) to effectively measure the outcomes of the Wage Pathway Model; and,</p> <p>4. Reporting – The selected vendor will be required to complete timely and accurate quarterly and annual reports in addition to the Final Evaluation Report described in Paragraph D, below. Specific reporting requirements will be communicated upon the execution of the contract that results from this RFP and through the EDR approval process. ODJFS will publish updates and preliminary findings as part of the Dissemination Plan described in Paragraph D of the RFP.</p>	4.1, C.	3					
21.	<p>The vendor has included a plan to assist ODJFS in planning and preparation of materials for presentations or webinars or may request participation in such activities concerning the Dissemination Plan.</p>	4.1, D.	1					
22.	<p>The vendor has provided a plan as to how they will develop the comprehensive report.</p>	4.1, E.	1					
23.	<p>The vendor has provided a plan as to how they will effectively manage the evaluation study from design to completion and to effectively coordinate and collaborate with ODJFS, Abt Associates, the two local WIOA pilot areas, the project partner agencies, and the IRB. The selected vendor will cooperate with ODJFS as necessary for purposes relevant to oversight and monitoring.</p>	4.1, F.	1					
ADMINISTRATIVE STRUCTURES								
24.	<p>The vendor has provided a statement of the key objectives of the Wage Pathway Model evaluation study. [NOTE: The purpose is to demonstrate understanding of the objectives so, refrain from simply restating the objectives as identified in Section 1.4 of this RFP]</p>	4.3, A.	3					
25.	<p>The vendor has provided a description of methods to perform administrative functions such as task analysis, decision making processes, administrative methods/techniques for the work and the resources that will be utilized.</p>	4.3, B.	2					
26.	<p>The vendor has provided a Table of Organization and projected staff hours with a chart showing the number of hours devoted to the project by assigned vendor staff members broken out by quarter. The proposal must provide the percentage of time each person will devote to the project.</p>	4.3, C.	2					

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	EXT.
PROPOSAL ORGANIZATION								
27.	The vendor has submitted a proposal which complies with the specified submission format.	5.1	.25					
28.	The vendor has submitted a proposal which is free of self-promotional claims.	5.1	.25					
29.	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	5.1	.25					
TRADE SECRET INFORMATION								
30.	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, C. 8.5			YES	NO		
Column Subtotal of "Partially Meets" points								
Column Subtotal of "Meets" points								
Column Subtotal of "Exceeds" points								
GRAND TOTAL SCORE:								

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 440 points.)

Yes _____

No _____

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

ODJFS RFP JFSR1617158114
Wage Pathway Evaluation Study
Attachment D: Cost Proposal Form

Vendors must provide cost information in the Budget template below for each fiscal year. As stated, Section 4.4 of the Request for Proposals (RFP), 2016 costs will be a one-time payment for completion of Deliverable A: Preliminary Evaluation Design Report and associated administrative costs. Compensation under the renewal contracts will be made on a quarterly basis on completion of deliverables and activities described in Section 4.1 of the RFP. As noted, all anticipated costs such as administrative, overhead, and travel must be factored into the proposed costs as these types of costs will not be paid separately under the resulting contract.

Reminder: This Cost Proposal must be signed by the vendor's authorized representative and **must be submitted in a separate, sealed envelope** per Section

State Fiscal Year 2016	State Fiscal Year 2017				State Fiscal Year 2018				State Fiscal Year 2019				State Fiscal Year 2020
Apr - Jun 2016	Jul - Sep 2016	Oct - Dec 2016	Jan - Mar 2017	Apr - Jun 2017	Jul - Sep 2017	Oct - Dec 2017	Jan - Mar 2018	Apr - Jun 2018	Jul - Sep 2018	Oct - Dec 2018	Jan - Mar 2019	Apr - Jun 2019	Jul - Sep 2019
A. Preliminary Evaluation Design Report													
	B. Final Approved EDR												
	C. Evaluation Study Implementation												
	D. Dissemination												
												E. Final Evaluation Report	
F. Administration													

Budget Details

Vendors will list the anticipated costs for deliverables and activities to be completed during each calendar quarter of each contract period.

Deliverable	SFY 2016		SFY 2017				2016/2017 Total
	Apr - Jun 2016	2016 Total	Jul - Sep 2016	Oct - Dec 2016	Jan - Mar 2017	Apr - Jun 2017	
A.	\$	\$					\$
B.			\$				\$
C.				\$	\$	\$	\$
D.				\$	\$	\$	\$
E.							
F.	\$	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$	\$

Deliverable	SFY 2018					SFY 2019					2018/2019 Totals
	Jul - Sep 2017	Oct - Dec 2017	Jan - Mar 2018	Apr - Jun 2018	SFY 2018 Total	Jul - Sep 2018	Oct - Dec 2018	Jan - Mar 2019	Apr - Jun 2019	SFY 2019 Total	
A.											
B.											
C.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
D.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
E.											
F.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Deliverable	SFY 2020	
	Jul - Sep 2019	2020 Total
A.		
B.		
C.		
D.	\$	\$
E.	\$	\$
F.	\$	\$
Totals	\$	\$

Deliverable	2016	2017	2018	2019	2020	Grand Total
A.	\$					\$
B.		\$				\$
C.		\$	\$	\$		\$
D.		\$	\$	\$	\$	\$
E.					\$	\$
F.	\$	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$	\$

Budget Narrative

Vendors will use the narrative template below to identify and describe the costs configured into the Budget and provide a brief explanation how those costs were configured.

Activity/Deliverable
A. Preliminary Evaluation Design Report (EDR)
B. Final Approved EDR
C. Evaluation Study Implementation
D. Dissemination
E. Final Evaluation Report
F. Administration

I, **[Representative Name]**, an authorized representative of [Vendor Name] hereby certify that the prices listed in this Cost Proposal are firm and all-inclusive. I further certify that the Budget Narrative accurately reflects all factors considered in the calculation of costs and that all costs are necessary and reasonable.

[Printed Name and Title]

Signature:

Workforce Innovation Fund Limited Competition Opportunity

I. Background

This Funding Opportunity Announcement (FOA) will use approximately \$34 million in Workforce Innovation Fund (WIF) grants to promote system reforms and innovations that facilitate cooperation across programs to improve employment outcomes, cost effectiveness, and delivery of customer-centered services to job seekers, youth and employers. Awarded grants will focus on Job-Driven system alignment and implementation of a fully integrated workforce development system. It is designed to complement other federal efforts such as the implementation of the President's Job-Driven Training Agenda, Job-Driven National Emergency Grants (NEG), and previous rounds of WIF grants. Additional information on the President's Job-Driven Training Agenda is available at https://www.whitehouse.gov/sites/default/files/skills_report_072014_2.pdf. Additional information on the WIF can be found at http://www.doleta.gov/workforce_innovation.

II. Award Information

Announcement Type: Initial

Catalog of Federal Domestic Assistance (CFDA) Number: 17.283

Funding Opportunity Number: FOA-ETA-15-10

Eligibility Requirements: In order to be eligible to apply, applicants must act as (a) the state workforce agency responsible for administering title I of the WIA/WIOA i.e., Adult, Youth and Dislocated Worker Programs; or (b) a current grantee under the WIA/WIOA Section 166 Indian and Native American Program.

Amounts: ETA will accept proposals ranging from \$3 to \$6 million. Applicants must dedicate 15 percent of grant funds to support evaluation activities.

Timing: Funds will be awarded no later than September 30, 2015 with a period of performance end date of September 30, 2019. The 48-month period of performance will include up to 12 months for start-up activities, at least 24 months for implementation, and up to 12 months for completing the evaluation.

Number of applications: States may submit only one application in response to this request. If multiple applications are submitted, the most recently submitted, timely, and responsive application will be considered.

Evaluation: As with the prior WIF grants, all grantees in this round are required to evaluate the effectiveness of their project, using part of their budgets for an independent evaluation. The purpose of the evaluation is to ensure that states gain meaningful information about whether their approach worked well and which aspects worked best, and to inform other states' future workforce system changes. This round of projects will focus on exploring

innovative service delivery or system reforms through non-experimental means (similar to the methodology in “Type A” projects in earlier rounds).¹ The projects can be related to innovative strategies or interventions, whether new, expanded in size, scope or scale, or significantly changed from what was previously tested or implemented, either by the applicant or others. All projects will still need to be based on a “logic model” and proposals also will need to include a short Preliminary Evaluation Design, Budget and Procurement Plan (described in section below on required attachments). As in previous rounds of WIF grants, a qualified third-party evaluator must be used, and high-quality data and evaluation practices will continue to be required.

Commitments: By submitting an application under this funding opportunity, the applicant agrees to the assurances in Attachment A. Failure to conform to the assurances in Attachment A may result in adverse action up to and including grant termination.

III. WIF Round 3 Design Options

ETA’s intent is to award grants for proposals that seek to establish innovative, integrated, customer-focused workforce development systems and services. The strategies proposed in response to this FOA must fall under one or more categories identified below in the WIF Round 3 Design Options. They must be innovative, relatively untested, and be potentially replicable in other States. Applicants from state workforce agencies administering WIOA title I represent one of the core programs under WIOA.² These applicants must put forward strategies that include at least two additional core programs under the WIOA, which include the Wagner-Peyser Employment Service; the Adult Education and Family Literacy Act Program; and the Vocational Rehabilitation Program authorized under Title I of the Rehabilitation Act of 1973. In addition, applicant strategy must include at least one non- core program such as the Jobs for Veterans State Grants Program, the Carl D. Perkins Career and Technical Education Act of 2006, SNAP E&T, TANF and Apprenticeship. In cases where there are only two additional core programs included due to ongoing WIOA transition activities during the application period, the applicant will need to have a plan in place to engage the third partner in proposed strategies by the beginning of July, 2016, in alignment with the Workforce Innovation and Opportunity Act and State Plans that will be in effect at that time.

Applicants must submit a proposal, consistent with the job-driven strategies that address one or more of the following three objectives:

¹Previous WIF grants followed a tiered evidence approach (which is not being used here) and permitted three types of evaluations and projects including: Type A: Process/implementation studies on new or emerging structural and/or service delivery ideas, with limited evidence of effectiveness; Type B: Quasi-experimental studies of promising ideas, adapting proven ideas not previously implemented (by the grantee) that have some evidence of their effectiveness; and Type C: Experimental studies, using random assignment, of approaches supported by strong evidence, previously implemented by the grantee, but adapted or implemented at a larger scale.

² See Section 3(13) of WIOA.

- 1) *Enhancing strategic collaboration and alignment of workforce development and partner programs to provide more effective services that are aligned to employer needs and local economic development activities. Examples include but are not limited to the following:*
 - Implementing strategies to ensure that workforce development activities across multiple programs are targeted to identified needs of employers in local or regional training programs through sector strategies and work-based learning opportunities such as: On-the-Job Training, Registered Apprenticeships, and customized training.
 - Creating coordinating collaboratives to house multiple sector partnerships that function across programs.
 - Coordinating across local workforce investment areas to implement cost-effective administration and operating practices, including practices for engaging with employers and ensuring that training and employment services are aligned with jobs that are in demand in the local area.
 - Implementing a comprehensive multi-agency training program with aligned funding sources that results in significant government cost savings and improves employment outcomes for underserved populations, such as Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) and Temporary Aid to Needy Families (TANF) participant, as well as low skilled and low wage job seekers.
 - Expanding employer commitments across multiple programs to work-based learning opportunities and/or commitment to hire program completers within specified industry sectors.

- 2) *Strengthening the quality of the American Job Center services provided by workforce and partner programs to individuals and employers. Examples include but are not limited to the following:*
 - Streamlining access for job-seekers, including the development of models to help individuals easily navigate and access different programs for which they are eligible, improve customer service, and improve informed consumer choice.
 - Development of broader and more consistent use of high quality skills assessment tools, case management methods, and career navigation services for job seekers across partner programs, including services specifically geared to populations served by partner programs, such as individuals with disabilities, individuals with basic skills development needs, veterans, or older workers.
 - Blending or braiding funds with common outcome goals, as allowed by federal and state policy, to achieve goals such as basic skills gains and entry into employer-linked training for low-skilled adults or clearly articulated career pathways leading to middle- and high-wage jobs.
 - New and enhanced approaches to improve coordination across programs and assure that supportive services (e.g., child care, transportation assistance, housing assistance) are routinely available, when necessary, to help individuals persist and succeed in

education and training, particularly by coordinating benefits across multiple social service agencies and one-stop partner programs.

- Aligning and enhancing services in order to improve participant outcomes, including the number of individuals completing programs with an industry-recognized certificate or degree and the number of individuals attaining basic skills leading to progress toward a degree or certificate.
- Measuring customer satisfaction with the American Job Center experience through a Net Promoter Score (NPS) or other mechanism.³
- Implement innovative outreach strategies to expand services which enhance business engagement with local and regional employers.
- Providing assistance to businesses in managing reductions in force (including early identification of firms at risk, assessment of the needs of and options, and the delivery of solutions.
- Proactively identifying opportunities for potential economic transition and training needs in growing industry sectors or expanding businesses.
- Linking with state or local economic development organizations to match business growth opportunities with available pools of skilled workers, including those currently dislocated or soon to be laid off.
- Reducing barriers that prevent individuals from seeking and receiving services from the workforce and related programs for which they are eligible.

3) *Promoting accountability, data-driven decision making and customer choice for workforce and partner programs. Examples include but are not limited to:*

- Designing common or linked technology-based intake and case management systems that allow for a seamless customer experience, effective support service provision, and help inform customers' choices.
- Expanding access to comprehensive information on providers, including on program outcomes that will enable both participants and employers to make more informed choices of education and / or training programs.

³The net promoter system or score, introduced in 2006, attempts to simplify customer feedback, quantify it, and use it to improve organizational performance (The “net promoter” system is described in Fred Reichheld with Rob Markey, *The Ultimate Question 2.0: How Net Promoter Companies Thrive in a Customer-Driven World* (Boston: Harvard Business Review Press, 2011, second edition). The net promoter URL is www.netpromotersystem.com.)

- Linking or aligning data system performance accountability and data systems to support improved program management, performance reporting, and policy and resource allocation decisions across partner programs.
- Use of robust, validated data to inform planning, strategy development and operations across programs.

IV. Application Process

To be considered for this limited competition opportunity, you must submit an application package that includes the following required components: (1) Letter of Interest; (2) SF-424 “Application for Federal Assistance”; (3) Project Budget and Budget Narrative; and (4) Attachments.

Applications must be submitted either electronically on <http://www.grants.gov> or in hard copy by mail or by hand delivery (including overnight delivery). Applications submitted on Grants.gov must be successfully submitted no later than 4:00:00 p.m. Eastern Time on the closing date of July 23, 2015. Hard copy applications must be received at 200 Constitution Ave. NW, Room N-4716, Washington, DC 20210, no later than 4:00:00 p.m. Eastern Time on the closing date. Please note that applications should be submitted before the deadline to ensure that the risk of late receipt of the application is minimized. We will not accept applications sent by e-mail, telegram, or facsimile. We strongly encourage applicants to review our Grant Application Tips at http://www.doleta.gov/grants/Nonresponsive_Improvements_FAQs.cfm.

1) Letter of Interest

The letter of interest must be signed by the State Administrator for title I of WIOA or the Tribal Chair, as applicable. The letter of interest must be written in 12-point font with one inch margins and not exceed six single-spaced pages. The letter of interest must include the following components:

Project Design and Logic Model: Applicants must describe the activities proposed for the project, its intermediate objectives, the specific goals the project is intended to accomplish and a brief statement as to why the project is innovative. The proposal must explain how the planned activities fit under one or more of the three broad options listed in the WIF Round 3 Design Options (described above in Section III) and how the requested grant funds and other resources will support the activities in the grant. Applicants must discuss the existing evidence that supports their proposed activities and explain whether their approach is new, emerging or builds on or expands what they or others have done. This section of the proposal must include a logic model, i.e., a conceptual framework identifying the key components of the project and its anticipated outputs and outcomes, and a brief description of the evaluation approach.

Outcomes and Outputs: Applicants must identify the proposed outcomes, outputs, process data, and goals including how these compare to current performance under existing systems. These outcomes and outputs must be linked to the activities proposed in the project. Depending on the intervention proposed, metrics may include changes in participant

employment outcomes, educational attainments, production or cost efficiency, service quality, and/or customer satisfaction. The proposal must identify the data elements, analysis and dissemination plans anticipated to allow applicants to fully understand the effects of their project. Applicants must also demonstrate that they will collect enough detailed data to accurately measure the project outputs, and outcomes of the projects, and changes over time. Additionally, where performance outcomes are part of the proposed strategy, applicants should use the statutory performance indicators under WIOA and align outcomes and outputs to these indicators where possible, and also may consider any other relevant performance-related information as deemed applicable by the grantee.

Required and Other Partners: Applicants must identify all partners and describe their roles and any leveraged resources or financial contributions to the project.

- State workforce applicants administering WIOA title I must include at least two additional core programs under the WIOA. These additional core programs are: the Wagner-Peyser Employment Service; the Adult Education and Family Literacy Act Program; and the Vocational Rehabilitation Program authorized under Title I of the Rehabilitation Act of 1973. In order to accommodate states where all core partners are not ready to engage in the application for this grant due to WIOA transition activities, the expectation is that the state will have a plan in place to include the third partner in proposed strategies by the beginning of July 2016, in alignment with the Workforce Innovation and Opportunity Act and State Plans that will be in effect at that time. Applicants are required to establish partnerships with at least one, non-core employment and training program, such as the Carl D. Perkins Career and Technical Education Act of 2006, the Jobs for Veterans State Grants Program, SNAP E&T, TANF, Apprenticeship, and others appropriate to applicant's proposed strategies.⁴ Highly competitive grant applications must demonstrate the inclusion of the appropriate partnerships for the right interventions in the appropriate context.
- Applicants that are current WIOA Section 166 Indian and Native American grantees must also establish partnerships that will support the implementation of the proposed strategy. Partners may include core and/or non-core employment and training programs. Highly competitive grant applications must demonstrate the inclusion of the appropriate partnerships for the right interventions in the appropriate context.

Applicant Capacity: The applicant must provide evidence of the applicant's track record of successful change management, innovation, readiness to take the innovation to scale, and the also must describe their capacity to effectively manage the programmatic, fiscal, and administrative aspects of the proposed project, including their capacity to work with third party evaluators to develop and conduct evaluations of their programs.

Dissemination Plan: The applicant must describe plans for sharing the information gained in the project to include documenting and disseminating lessons learned regionally and nationwide as well as peer mentoring.

⁴ Non-core programs include any employment and training program in addition to the four core programs identified above.

2) SF-424 Application for Federal Assistance

Applicants must submit a signed SF-424, “Application for Federal Assistance” (available at http://apply07.grants.gov/apply/forms/sample/SF424_2_1-)

3) SF-424A Project Budget and Budget Narrative

Applicants must complete the SF-424A Budget Information Form (available at http://apply07.grants.gov/apply/forms/sample/SF424_2_1-1-V2.1.pdf) and a budget narrative. The budget narrative must provide a description of costs associated with each line item on the SF-424A and must include clearly identify the 15 percent of grants directed to support evaluation costs.

4) Attachments

Required Attachments: The following attachments must be included with the application package and the failure to do so will cause the application package to be screened out. None of these attachments will count against the page limit for the Letter of Interest.

- ***Abstract:*** No more than one-page summarizing the proposed project, including:
 - Applicant Name
 - Applicant City/State or Tribe
 - Additional Partner(s)
 - Areas Served by Grant (by city, county, and state)
 - Total Funding Level Requested
 - Project Name
 - Summary of Program Activities
 - Applicant Point of Contact, and his/her position title, business phone, and business email

- ***Preliminary Evaluation Design, Budget, and Procurement Plan:*** This attachment does not impact scoring of the application. This attachment is limited to five (5) pages, 12-point font with one inch margins. The plan must include the following:
 - Brief statement describing the innovation;
 - Overview of preliminary ideas for the evaluation design;
 - Brief list of the key questions or issues that the evaluation will address;
 - Short description of the types of analysis that will be conducted, including, for example, a Cost Allocation Analysis and Cost-Effectiveness Analysis (see the Attachment B for descriptions);
 - Description of the data to be used and their sources;
 - Preliminary milestones for conducting and completing the evaluation within the grant period of performance;
 - List of deliverables and dissemination activities, including, for example, interim and final reports, briefings and presentations;
 - Budget for the evaluation in tabular form; and
 - Brief description and timeline of the planned procurement that demonstrates how they will assure that:
 - A qualified third-party evaluator will be procured; and

- The grantee conforms to the assurances in Attachment A (e.g. timely submission of their draft and final Evaluation Design Report).

Requested Attachments: The following attachments are requested, but their omission will not cause the application to be screened out and not reviewed. None of these attachments will count against the page limit for the Letter of Interest. If the omission of the attachment will impact scoring, such an impact will be noted in the description of the attachment.

- ***Work Plan:*** This attachment does impact scoring of the application. Applicants must provide a detailed work plan that describes all the steps involved in implementing a project of the proposed scope. This work plan must provide a detailed description of how each step will be accomplished and identify clear and appropriate milestones leading to accomplishing project goals and include a chart summarizing the expected activities under the grant. Applicants should include information on both preliminary and later planning; the engagement of key partners; anticipated roles for the partners, potential resources from the partner agencies; and for each partner, specific individuals responsible for key tasks.
- ***Organizational Chart:*** This attachment does impact scoring of the application. Applicants must submit an organization chart describing the composition of the partnership. The applicant must clearly identify all relevant leadership, program, administrative, and advisory roles.
- ***Partner Commitment Letters:*** This attachment does impact scoring of the application. Applicants must submit the following:
 - State workforce agency applicants administering WIOA title I must provide documentation of the commitments of at least two additional core programs under WIOA: the Wagner-Peyser Employment Service; the Adult Education and Family Literacy Act Program; and the Vocational Rehabilitation Program authorized under Title I of the Rehabilitation Act of 1973. Applicants must submit documentation for the non-core required partner (i.e.: Carl D. Perkins Career and Technical Education Act of 2006, Jobs for Veterans State Grants Program, SNAP E&T, TANF, Apprenticeship, and others as appropriate).
 - Applicants that are a current WIOA Section 166 Indian and Native American grantee must provide documentation of commitments from the partnering organizations. Partners may include Adult Education and Family Literacy Act; the state workforce agency administering WIOA title I Adult, Dislocated Worker, and Youth programs; Vocational Rehabilitation Program authorized under the Carl D. Perkins Career and Technical Education Act of 2006; Jobs for Veterans State Grant Program; SNAP E&T; TANF and others appropriate to the proposed strategies.

Commitment letters may come in many forms such as signed memoranda of agreement or understanding, a partnership agreement, non-form substantive letter of

commitment, or other types of signed agreements, which demonstrate the roles and responsibilities of each partner. All documentation of the commitments must:

- Provide partner contact information (name, position title, business phone, and business email);
 - Be signed by an authorized representative of the organization;
 - Describe how the chosen strategies will be applied across each program partner and how partners will coordinate implementation;
 - Identify whether this entity will receive grant funds to support their work; and
 - Identify resources being provided by the organization to support the project (i.e. financial or in-kind contributions).
- ***Indirect Cost Rate Agreement:*** This attachment does not impact scoring of the application. If you are requesting indirect charges, attach the most recent Negotiated Indirect Cost Rate Agreement approved by your Federal Cognizant Agency.

V. Application Screening Criteria

*****DO NOT OMIT THE FOLLOWING APPLICATION REQUIREMENTS *****

Applications that contain any of the following deficiencies will be found non-responsive and **will not** be reviewed. The deficiencies are:

1. Failure to submit the application by 4:00:00 p.m. Eastern Time on July 23, 2015.
2. Applications that are for funding amounts below \$3 million and above \$6 million.
3. Failure to include (1) the signed SF-424, and (2) the SF-424A and budget narrative.
4. Failure to provide a Required Attachment described above (i.e. Abstract and Preliminary Evaluation Design, Budget, and Procurement Plan).
5. Failure to be the state workforce agency responsible for administering WIA funds or a current grantee under the WIA/WIOA Section 166 Indian and Native American Program.

VI. Technical Review Criteria

We have instituted procedures for assessing the technical merit of applications to provide for an objective review of applications and to assist you in understanding the standards against which each application will be judged. The evaluation criteria are based on the information required in the submission requirements above. Reviewers will award points based on the evaluation criteria described below:

Criterion	Points (maximum)
1. Project Design and Logic Model	25
2. Outcomes and Outputs	20
3. Required and Other Partners	20
4. Applicant Capacity	20
5. Dissemination Plan	15
TOTAL	100

1. Project Design and Logic Model (25 points)

Reviewers will award points based on how closely the activities, objectives, and goals proposed for the project align with one or more of the three broad options listed in the WIF Round 3 Design Options (as above). Projects that describe a strong, cohesive, and feasible project that aligns with multiple WIF Round 3 Design Options, as described above, will be awarded more points than projects that align with fewer. Reviewers will award points based on the strength and clarity of the evidence-based logic model. Reviewers will consider whether the applicant’s logic model presents a compelling argument that the proposed activities will lead to system reforms and innovations that facilitate cooperation across programs and funding streams to improve employment outcomes, cost-effectiveness, and delivery of customer-centered services to jobseekers, youth, and employers. Reviewers will also consider the cohesion of the system reforms, and more cohesive plans will be awarded more points than those that propose a number of disparate interventions.

2. Outcomes and Outputs (20 points)

Reviewers will award points based on the overall reasonableness and feasibility of the goals, milestones, outputs and outcomes. Applicants must demonstrate that (1) outputs and outcomes are appropriate for the overall project design and will lead to the successful implementation of the project; (2) proposed outputs and outcomes represent a logical sequence in the short-term, intermediate-term, and long-term; and (3) outcomes and outputs will allow the applicant to accurately measure the impact of the project.

3. Required and Other Partners (20 points)

Reviewers will award points based on whether the applicant demonstrates robust partnerships, as well as the level of engagement and collaboration of the partnership, including how extensively the design options are being applied within multiple programs. Reviewers will consider (1) whether there is clear evidence that state and local leadership of the core programs and required non-core partner program(s) participated in the design of the project and have plans to implement the project within their programs, and the strength of the evidence of plans to engage all core partners by July 1, 2016; (2) the level of commitment by partner organizations to close collaboration across the lifecycle of the project; (3) partners’

financial support, in-kind support, and/or other leveraged resources to support the project, and (4) the breadth and cohesiveness of the partnership that is implementing the project.

4. Applicant Capacity (20 points)

Reviewers will award points based on evidence of the applicant's track record of successful change management, including: (1) readiness to take the innovation to scale, (2) capacity to implement innovative and untested ideas: and (3) effectively manage the programmatic, fiscal, and administrative aspects of the proposed project to include demonstration of their capacity to work with third party evaluators to develop and conduct evaluations of their programs.

5. Dissemination Plan (15 points)

Reviewers will award points based on whether the applicant describes well-designed, innovative, and effective strategies for sharing expertise through peer mentoring and documenting and disseminating lessons learned regionally and nation-wide.

VII. Reporting

Grantees must agree to meet DOL reporting requirements. Quarterly financial reports, quarterly progress reports, and MIS data must be submitted by the grantee electronically. The grantee is required to provide the reports and documents listed below:

1. Quarterly Financial Reports

A Quarterly Financial Status Report (ETA 9130) is required until such time as all funds have been expended or the grant period has expired. Quarterly reports are due 45 days after the end of each calendar year quarter. Grantees must use DOL's Online Electronic Reporting System and information and instructions will be provided to grantees.

2. Quarterly Performance Reports

Quarterly performance and narrative reports, required of all grantees, will be the primary mechanism through which ETA will understand the significant innovations and successes, the challenges encountered and strategies for resolution, and technical assistance needs to ensure the successful implementation of projects. DOL will identify a few standardized data elements to be reported on by all grantees. DOL will provide a reporting template for grantees to report on all standardized data elements, other data elements identified in the application, and any other data elements developed or refined during Phase I of the grant. Additionally, grantees will be required to participate in monitoring of evaluation programs conducted by the NEC and evaluation TA activities throughout the grant period.

The grantee must submit a quarterly progress report, including a narrative report and performance data, within 45 days after the end of each calendar year quarter. The report must include quarterly information regarding grant activities, performance goals, and milestones. The last quarterly progress report that grantees submit will serve as the grant's Final Performance Report. This report must provide both quarterly and cumulative information on the grant activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project, and must thoroughly document the training or labor market information approaches used by the grantee. DOL will provide grantees with

formal guidance about the data and other information that is required to be collected and reported on either a regular basis or special request basis.

VIII. Agency Contact

For further information about this SGA, please contact Serena Boyd, Grants Management Specialist, Office of Grants Management. Applicants should e-mail all technical questions to Boyd.Serena@dol.gov and must specifically reference ETA-FOA-15-10, and along with question(s), include a contact name, fax and phone number. This announcement is being made available on the ETA Web site at <http://www.doleta.gov/grants> and at <http://www.grants.gov>.

IX. Public Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 20 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments about the burden estimated or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, to the attention of the Departmental Clearance Officer, 200 Constitution Avenue NW, Room N1301, Washington, DC 20210. Comments may also be emailed to DOL_PRA_PUBLIC@dol.gov.

PLEASE DO NOT RETURN THE COMPLETED APPLICATION TO THIS ADDRESS.
SEND IT TO THE SPONSORING AGENCY AS SPECIFIED IN THIS
ANNOUNCEMENT.

This information is being collected for the purpose of awarding a grant. The information collected through this "Funding Opportunity Announcement" will be used by the Department of Labor to ensure that grants are awarded to the applicants best suited to perform the functions of the grant. Submission of this information is required in order for the applicant to be considered for award of a grant.

OMB Information Collection No 1225-0086, Expires January 31, 2016.

Signed June 10, 2015, in Washington, D.C. by:
Latifa Jeter
Grant Officer, Employment and Training Administration

Workforce Innovation Fund Round 3 Assurances

By submitting an application under this funding opportunity, the applicant commits to the following:

1. Providing information and serve as a peer mentor to other states to disseminate information, knowledge and lessons learned regionally and nation-wide. Applicants must include in their proposed budget funding to support peer mentoring activities and travel funds to support a minimum of two trips to Washington D.C. for WIF grantee meetings.
2. Procuring an independent, qualified third-party evaluator to conduct the evaluation (as defined in Attachment B) within a reasonable timeframe to ensure on-time implementation of the grant, and, in doing so, adhering to the Procurement Standards at 2 CFR 200 Subpart D.
3. Coordinating and collaborating with the other state agencies whose programs are included in the project with regard to the following: the design of the evaluation, the data to be used from these other agencies, and assuring that the data and information (such as administrative data, survey responses or site visit interviews) from other agencies and their programs, as necessary for the evaluation, will be provided.
4. Developing an evaluation design that meets the standards of the U.S. Department of Labor (DOL) (or its designee). Such a design must include plans for an independent literature review and an evaluability assessment (as defined in Attachment B).
5. Submitting the draft Evaluation Design Report no later than 9 months after the grant award and the final Evaluation Design Report (with a final performance data template and final budget) no later than 11 months after the grant award.
6. Making available to the evaluators in a timely manner, and at no cost to the evaluation, all relevant state and local data from the workforce system (including that from the Unemployment Compensation system and from all other data systems, as applicable and to the extent permitted under state law), assuring that any other information needed for the evaluation (such as from survey responses) will be provided, and assuring that there will be timely site visits, as needed for the evaluation.
7. Submitting all annual, interim and final evaluation reports, as they are prepared, during the grant period of performance, to DOL and its designee(s).
8. Making all evaluation reports from the project available to the public (including by electronic means).

9. Adhering to DOL research and evaluation standards in regard to relevance, transparency, independence, and ethics as found at <http://www.dol.gov/asp/evaluation/EvaluationPolicy.htm>.
10. Providing electronic files of the data used in the evaluation to DOL at the completion of the evaluation and prior to the end of the period of performance of the grant. The files will be prepared and submitted in accordance with DOL requirements regarding privacy and security.
11. Participate in any evaluation activities conducted for the WIF grants by DOL. Such evaluation activities may be conducted by third-party independent evaluation contractor.
12. The grantee is required to license to the public (not including the Federal Government) all work created with the support of the grant under a Creative Commons Attribution (CCBY) license. Work that must be under the CCBY license includes both new content created with the grant funds and modifications made to pre-existing content using grant funds. Notice of the license shall be affixed to the Work. Only work that is developed by the grantee with the grant funds is required to be licensed under the CCBY license. Pre-existing copyrighted materials licensed to, or purchased by the grantee without grant fund remain subject to the intellectual property rights the grantee receives under the terms of the particular license or purchase. In addition, works created by the grantee without grant funds do not fall under the CCBY license requirement. The purpose of the CCBY license requirement is to ensure that materials developed with funds provided by these grants result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, grantees are expected to respect all applicable federal laws and regulations, including those pertaining to copyright and the accessibility provisions of the Federal Rehabilitation Act.
13. The government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use or Federal purposes: i) the copyright in all products developed under the grant, including products developed through a subcontract under the grant; and ii) any rights of copyright to which the grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The grantee may not use Federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work.

Preliminary Evaluation Design, Budget and Procurement Plan Definitions

Cost Allocation Analysis: Cost allocation is a management tool that involves establishing a budgeting and accounting system that allows program managers to determine a unit cost, or cost per unit of service. This type of analysis includes documentation on program operational costs at the per-participant or per-system level.

Cost-Effectiveness Analysis: A Cost-Effectiveness Analysis examines costs in terms of outcomes (which are not monetized). In the context of an employment and training program, the outcome could be placement, employment (ever employed), or employment meeting specific criteria (in terms of wages, benefits, retention, etc.). A cost-effective program is one that delivers its key outcome at a reasonable cost per outcome, i.e. at a cost that is similar to or lower than comparable programs. There are more complex forms of this analysis, such as in health programs, where a “cost-utility analysis” in which the single outcome is usually years of life in full health.

Evaluability Assessment: An evaluability assessment is a qualitative investigation employed before a program is evaluated. Evaluability assessments go further than merely providing information on whether a program can be evaluated or not. They are used to describe the objectives, logic and activities of the program and establish appropriate methodology and resource requirements for an evaluation. They address the likelihood of the program achieving its anticipated outcomes, the required changes needed for optimum management, whether an evaluation can improve the program’s performance and thus identify stakeholder interests in the evaluation and how the findings will be used. An evaluability assessment investigates the programs objectives and the methods to be used to measure whether they are achieved.

Implementation Study: An implementation study illuminates and explains “what is happening and why” in the design, implementation, administration, operation, services, and outcomes of social programs. This type of study can provide context and information that make impact evaluation results more useful. Findings from implementation research can be used to inform future program development or replication.

Inputs: Resources that go into a program such as grant funds, personnel, equipment, etc.

Logic Model: A description of a program/process that includes a conceptual framework showing what is being used and how to achieve relevant outcomes. It provides an overview of a program/process and identifies key components of the process, product, strategy, or practice (i.e. the active “ingredients” that are expected to be critical to achieving the relevant outcomes). The logic model also describes the relationships among the key components and outcomes and can be displayed in the form of graphic and/or textual descriptions.

Outcomes: The intended results of a process or program (including changes in conditions, such as employment, earnings, or income, as well as changes in attitudes, values, and behaviors).

Outcome Study: Examines the changes in targeted conditions, attitudes, values, or behaviors between baseline measurement and subsequent points of measurement. Changes can be immediate, intermediate or long-term. An outcome study seeks to provide information on the effectiveness of a program without attributing causality.

Outputs: What is produced that can be easily described and quantified as a result of program activities (for example, numbers of workshops held or people trained).

Pre-Post Data Analysis: A type of outcome study where an indicator before a program (or a subject's participation in it) began (pre-program) is compared to an indicator at a point after the program was completed (post-program).

Qualified Third-Party Evaluator: A qualified third-party evaluator is one that coordinates with the grantee and Department of Labor but works independently on the evaluation and has the capacity to carry out the evaluation, including but not limited to: prior experience conducting evaluations of similar design; positive past performance on evaluations of a similar design, as evidenced by performance reviews submitted from past clients to the awardee; and lead staff with prior experience carrying out a similar evaluation. A qualified third-party evaluator submits a proposal that clearly and completely responds to a Request for Proposal and demonstrates knowledge of evaluation methods and workforce evaluations and responds to the needs of the grantees' evaluation, as well as the project implementation schedule.