



Department of
Job and Family Services

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

December 22, 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 JFSR1819158126 for the purpose of obtaining one (1) vendor to provide training and technical assistance services on behalf of the ODJFS Office of Workforce Development (OWD). OWD's mission is to accelerate the employment success of Ohio job seekers through the continuous improvement of Ohio's workforce development system. ODJFS will select for award the most qualified vendor that can competently and efficiently perform a broad range of training and technical assistance services in support of this mission.

ODJFS is seeking proposals from vendors with demonstrated knowledge of Ohio's state and local workforce development systems, county Job and Family Services agencies, the Workforce Innovation and Opportunity Act (WIOA), the Temporary Assistance to Needy Families (TANF) Act, and related programs, services, policies and practices. Qualified vendors will have successfully provided training and technical assistance services to public sector workforce development organizations. The experience must include training program delivery, training needs assessment support, new training program acquisition and development, grant writing, event planning, program evaluation, research, and focus group facilitation.

If you are interested in submitting a proposal, 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:

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

Responses must be prepared and submitted in strict accordance with the requirements and timeframes 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

An Equal Opportunity Employer and Service Provider

Workforce Development Training and Technical Assistance Services

RFP Number JFSR1819158126

The Ohio Department of Job and Family Services

***Workforce Development Training
and Technical Assistance Services***

RFP Number JFSR1819158126

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**ODJFS REQUEST FOR PROPOSALS (RFP):
Workforce Development Training
and Technical Assistance Services**

RFP Number: JFSR1819158126

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) to procure one (1) vendor to provide training and technical assistance services on behalf of the ODJFS Office of Workforce Development (OWD). OWD's mission is to accelerate the employment success of Ohio job seekers through the continuous improvement of Ohio's workforce development system. ODJFS will select for award the most qualified vendor that can competently and efficiently perform a broad range of training and technical assistance services in support of this mission.

ODJFS is seeking proposals from vendors with demonstrated knowledge of Ohio's state and local workforce development systems, county Job and Family Services agencies, the Workforce Innovation and Opportunity Act (WIOA), the Temporary Assistance to Needy Families (TANF) Act, and related programs, services, policies and practices. Qualified vendors will have successfully provided training and technical assistance services to public sector workforce development organizations. The experience must include training program delivery, training needs assessment support, new training program acquisition and development, grant writing, event planning, program evaluation, research, and focus group facilitation.

The specific tasks that will be required of the successful vendor will be determined by the needs of state and local agencies as they arise throughout the contract period and cannot be pre-determined. This RFP, therefore, identifies certain ongoing functions that will be required of the successful vendor, as well as other services or activities that may be required. Vendor proposals submitted in response to this RFP must demonstrate the vendor's qualifications and experience, organizational strengths and capacities, and readiness to respond successfully to evolving or emergent needs by describing the strengths of the management structures, plans, resources, and problem solving methods that would be employed in response to a request from ODJFS. This professional agility, dedication to high quality services, and cost-effectiveness are all necessary characteristics for success in this ODJFS project, and will be key components used in the vendor selection process.

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

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

Due to the nature of the work to be performed, out-of-state vendors must demonstrate in their proposals either a current, physical presence in Ohio or concrete plans to establish a physical presence in Ohio. The actual or proposed location of the vendor's presence must be identified. Vendor proposals must identify the work that

will be performed at that location and must identify vendor personnel, either by staff name or function, who will operate from the Ohio location. ODJFS reserves the right, at its sole discretion, to reject any proposals that fail to comply with this requirement (See also Section 8.23 of this RFP).

For the purpose of this RFP, the term “vendor” shall be defined as: a business, firm, organization, or individual interested in this opportunity. The terms “response” and “proposal” may be used interchangeably to indicate materials submitted to ODJFS by a vendor in order to be considered for award of a contract for services described in this RFP. The terms “contractor” and “selected vendor” may be used interchangeably in reference to a vendor selected by ODJFS through this RFP for contract award.

1.2 Background

OWD, in collaboration with the Ohio Governor’s Office of Workforce Transformation (OWT), administers Ohio’s statewide workforce service delivery system that is comprised of 20 local workforce development areas (“local areas”) where workforce programs and activities are made available to job seekers and employers. Local service delivery is made through OhioMeansJobs.com and OhioMeansJobs centers, also known as “One-Stop” centers, which operate under the direction of local workforce development boards. Although needs vary among the local areas, all share the common goal to connect workers with permanent in-demand jobs that promote self-sufficiency while also meeting employers’ needs in order to build a skilled workforce and remain viable and competitive in the labor market. The United States Department of Labor (DOL) funds state and local workforce development systems through WIOA and other programs identified in WIOA Section 121.

The new ODJFS Comprehensive Case Management and Employment Program (CCMEP) initiative is currently being implemented in Ohio counties. The CCMEP initiative is a collaboration of WIOA Youth and TANF programs to more effectively serve youth and young adult workers across the state through individualized employment and support services.

ODJFS is committed to the continuous improvement of Ohio’s workforce system and therefore must ensure that state and local workforce professionals possess the skills and knowledge necessary to effectively meet current and emerging needs. This is especially critical with the enactment of WIOA, and the activities state and local agencies must undertake to implement WIOA, while being diligent not to disrupt or diminish service delivery. Because workforce training and technical assistance is a statewide need, ODJFS has determined that the needs will be better served by a qualified vendor exclusively devoted to meeting those needs on a case-by-case basis as they arise.

1.3 Overview of the Project

Under the contract that will result from this RFP, the selected vendor will deliver and/or broker training and technical assistance services to state and local workforce professionals that will focus on four (4) primary areas:

- A. Support for the implementation of WIOA and CCMEP at state and local levels;
- B. Technical and skill-specific training identified through state and/or local assessment of workforce system needs or as deemed necessary as part of corrective action plans—including improvement of skills to more effectively serve individuals with disabilities and individuals with barriers to employment (see Appendix A., Explanation of Terms, for description of individuals with barriers to employment);

- C. Facilitation of focus groups for both state and local workforce agencies to identify appropriate strategies for employer outreach, industry-sector partnerships, and the development of employer-driven training and education programs, as well as career pathways; and,
- D. Capacity-building activities for more effective, high-quality service delivery to meet federal, state, and local performance measures—including assessment of current practices and research to identify promising practices.

The training and technical assistance services provided by the selected vendor will support the success of Ohio's workforce system through efforts to increase the knowledge and skills of workforce professionals and to provide support in the remaining phases of WIOA implementation.

Following the execution of the contract and periodically over the life of the contract, the ODJFS Contract Manager will schedule meetings with the selected vendor and appropriate OWD staff to discuss the scope of work, any deadlines and/or other specifications needed to develop a detailed project plan. Project plans will include an outline of the scope of work, an individual who will serve as the point of contact for the Project as well as the specific deliverables, timeline and budget for the project. All project plans must be approved by the ODJFS Contract Manager prior to the commencement of work on each project.

At times, ODJFS may request that the selected vendor subcontract or broker with a third party provider when there is a need that requires specialized knowledge and/or skills beyond the capability of the selected vendor. The brokering services will be conducted under terms and conditions specified by the ODJFS Contract Manager, and as outlined in Section 4.4, C of this RFP.

1.4 Objectives of the Project

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

- A. Ensure Ohio's public sector workforce development professionals have the skills necessary to competently and efficiently fulfill their respective roles as part of Ohio's workforce development system;
- B. Evaluate workforce development programs, policies, and processes, including those relevant to CCMEP, to better inform decisions regarding program continuation, improvement, or replication;
- C. Seek and secure grant funding to expand the pool of resources available for workforce programs and activities and for projects to identify and implement innovative and promising service delivery strategies;
- D. Identify, evaluate, and implement "best practices" of high performing workforce development systems and programs, particularly practices pertaining to regional planning, career pathway service delivery systems, skills-focused hiring, employer engagement, work experience opportunities, technological solutions, integrated service delivery, services for youth, services for individuals with disabilities, and services for individuals with barriers to employment;
- E. Inform workforce development stakeholders such as business, labor, government and community organizations about workforce development successes, challenges, trends, and opportunities for partnerships, including industry sector partnerships and workforce alliances; and,

- F. Fulfill responsibilities prescribed by WIOA and DOL directives, and support local efforts to effectively fulfill their roles and responsibilities and strive for continuous improvement.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
December 22, 2016	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
January 27, 2017	Vendor Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
February 24, 2017	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 1, 2017	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.
July 1, 2017	Implementation*-- State Fiscal Years 18 and 19 (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.
July 1, 2019 through June 30, 2021	Possible contract renewal periods** (State Fiscal Years 2020 and 2021)

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 approval of the Purchase Order (P.O.). The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the P.O. approval date. The ODJFS Contract Manager will notify the contractor when the requirements of ORC Section 126.07 have been met.

** Subject to approval by the Controlling Board, the contract period is expected to run from approximately July 1, 2017 through June 30, 2019, with the possibility for two (2) one-year renewal contracts that would be in effect from July 1, 2019 through June 30, 2021, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal may be subject to approval by the Controlling Board.

2.2 Internet Question and Answer (Q&A) Period; RFP Clarification Opportunity

Vendors or other parties may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, 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 *JFSR1819158126* 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 (or other party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location within the RFP, or which do not include identification of the originator of the question. Questions submitted after 8:00 a.m. on the date the Q&A period closes will not be answered.

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 party. ODJFS will not provide answers directly to the vendor (or any party) 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,” vendors and others should select “View Q and A.” ODJFS strongly encourages vendors to ask questions early in the Q&A period so that answers can be posted with sufficient time for any possible follow-up questions.

Vendor 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 vendors 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, RFGA, 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 2.1, 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 vendors 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, RFP/RLB Unit, at (614) 728-5693 for guidance.

2.3 Communication Prohibitions

From the issuance date of this RFP until a contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor 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 ongoing business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;
- C. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
- D. 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).

Amendments to the RFP or to any documents related to it will be accessible to vendors through the original web page established for the RFP. All vendors must refer to that web page regularly for amendments or other announcements. ODJFS may not specifically notify vendors 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 vendors will not be answered and may result in the disqualification of those vendors proposals.

If vendors have a need to communicate regarding this RFP, they must contact ODJFS using one of the mechanisms provided for in Sections 2.2, Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity, or 2.3, Communication Prohibitions, of this RFP.

2.4 Program Resource Library

As previously noted, the purpose of this RFP is to secure training and technical assistance services to support the high performance of Ohio's public workforce development system. It is important that vendors be familiar

with key documents describing the goals, strategies and operations of that system. The following is a list of background information, all Internet accessible, that vendors may find useful in developing their responses.

- A. The US Department of Labor Workforce Innovation and Opportunity Act Information Page
<http://www.doleta.gov/WIOA>
- B. ODJFS Internet Page for Workforce Professionals
<http://jfs.ohio.gov/owd/WorkforceProf/Index.stm>
- C. ODJFS Internet Page for CCMEP Implementation
<http://humanservices.ohio.gov/CCMEPImplementation/index.stm>
- D. DOL Page with Links to WIOA Final Rules
[https://doleta.gov/wioa/Final Rules Resources.cfm](https://doleta.gov/wioa/Final_Rules_Resources.cfm)

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

Vendor proposals must address all the following mandatory vendor qualifications, as well as organizational and staff experience and capabilities:

3.1 Mandatory Vendor Qualifications

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

- A. The vendor must provide evidence of an Ohio presence: Out-of-state vendors must provide evidence, including a physical address of an office or work site physically located in the state of Ohio that is currently in existence; or evidence of concrete plans for an Ohio office or work site that will be established by July 1, 2017;
- B. The vendor must include three (3) references from entities for which the vendor has successfully provided services/projects comparable in scope to the requirements in this RFP. These references must relate to work that was completed within the past five (5) years;
- C. The vendor must have at least four (4) years of organizational experience in the provision of workforce development related training and technical assistance services; and,
- D. The vendor must identify and assign a Project Administrator and a Project Manager who each must:
 - 1. Be in-house staff members;
 - 2. Have at least five (5) years of workforce development and training experience; and,
 - 3. Possess at least a Bachelor's Degree in public administration, social work, or related field, or an additional five (5) years of experience in public administration, social work, or related field;

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

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

- A. Possess a minimum of four (4) years' organizational experience in effective planning, delivering and/or coordinating workforce development-related training and technical assistance services in a technical or regulated environment;
- B. Demonstrate experience in the development of workforce development-related training curriculum and in the delivery of workforce development-related training services;
- C. Demonstrate knowledge of, and experience in Ohio's workforce development system and the laws and regulations impacting its operations, including the WIOA Final Rules and TANF rules for employment and training programs;
- D. Demonstrate experience in the delivery of training to workforce development staff in the areas of WIOA governance, financial management, Rapid Response, WIOA Adult/Dislocated Worker/Youth programs, case management, monitoring, audit resolution, and local workforce development or employment agency service delivery within the past 24 months;
- E. Demonstrate experience in the planning and/or development of career pathway service delivery systems that combine training and education services that provide participants will the skills needed for placement in local in-demand occupations and industries that will lead to economic self-sufficiency;
- F. Demonstrate experience in regional planning focused on employment and workforce development programs and resources;
- G. Demonstrate experience in the planning and/or development of strategies used for the formation or expansion of industry workforce alliances and industry/sector partnerships; and,
- H. Demonstrate knowledge of strategies used to develop or expand the availability of work experience opportunities (internships, apprenticeships, etc.).

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

If the organization is an Encouraging Diversity, Growth and Equity (EDGE) or Minority Business Enterprise (MBE) business, provide a photocopy (or other independently verifiable evidence) of the current certification.

Additional consideration will be given to vendors that are certified in the State of Ohio as EDGE or MBE. Please see Attachment C. for scoring consideration.

3.3 Staff Experience and Capabilities

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

- A. Identify, by position and by name, those staff considered key to the project's success. At a minimum, key staff identified must include a Project Administrator and a Project Manager, both of whom must be members of the vendor's staff and not subcontractors.
 1. **Project Administrator:** Individual authorized to sign the contract, subcontracts, and broker agreements on behalf of the selected vendor. Project Administrator will have the responsibility to ensure compliance with the terms of the contract and the satisfactory performance of its staff and subcontractors. At minimum, the Technical Proposal must demonstrate that this individual has at least five (5) years' experience in the administration of workforce development-related projects; or a minimum of ten (10) years' experience if the individual does not possess a Bachelor's degree, as specified in Section 3.1. The Technical Proposal must also include a description of the functions the individual has performed in this role.
 2. **Project Manager:** Individual responsible for the routine implementation of the training and technical assistance services described hereunder. Routine activities include coordination of staff, frequent communication/meetings with the ODJFS Contract Manager, the development of project proposals, budget management, invoicing, reporting, brokering, subcontracting, oversight, etc. The Technical Proposal must demonstrate that this individual has a minimum of five (5) years' experience in the management of a variety of workforce development/WIOA projects; or a minimum of ten (10) years' experience if the individual does not possess a Bachelor's degree, as specified in Section 3.1. Examples of projects managed and a description of all functions performed in the management of the identified projects must also be included.

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

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

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

3. **Trainer(s):** Individual(s) capable of competently and effectively implementing workforce development training programs to diverse groups of state workforce development staff, One-Stop system employees, local partners, and local Workforce Investment Board (WIB) members. Technical Proposals must demonstrate that all identified trainers are familiar with best practices for workforce development programs and trainings on a national level; have at least three (3) years of experience in the delivery of workforce development training services in Ohio; and can deliver trainings in multiple settings—including in-person, via webinar, and via video conference. Technical Proposals must also describe the training topics and types of trainings that have been delivered by each identified trainer and the methods used to organize and present materials and to assess training outcomes. At least two or three examples of training materials, which may include manuals, hand-outs, power point presentations, etc. should also be included.
4. **Project Curriculum Developer(s):** Individual(s) who will develop or update Ohio workforce development-related training curricula for workshops, webinars, or videoconferences. Training may be statewide or may be for a particular region or local area. Technical Proposals must demonstrate that the identified curriculum developer(s) have at least three (3) years of experience; have successfully created complex/customized curricula on a variety of workforce development topics; and must include evidence that the curricula was deemed appropriate for the intended audiences and met the purpose of the entities for which the curricula was created. Technical Proposals must also demonstrate that the identified curriculum developer(s) have the ability to create curricula in various forms to accommodate the manner in which the curricula will be delivered (in person, via webinar, or via videoconference); must provide at least three (3) examples of workforce development curricula the identified developers have created; and must explain the methods used to develop the curricula in consideration of audience and purpose.
5. **Public Relations Specialist(s):** Individual(s) who will work under the guidance of ODJFS to develop and finalize content for newsletters, procedure manuals, brochures, or other media that will be used to convey information pertinent to the workforce development training or technical assistance services described herein. Technical Proposals must demonstrate that the identified public relations specialist(s) have at least three (3) years of experience in the development of multiple forms of media prepared for a variety of audiences; and must provide at least three or four examples of past work with an explanation of the means and methods utilized its development. Technical Proposals should also demonstrate familiarity with policies that pertain to media printed and published on behalf of ODJFS and the State of Ohio. Demonstration of adaptability in formatting media to be compatible with different software/systems should also be included.
6. **Project Facilitator(s):** Individual(s) responsible for the coordination of staff and efforts to complete a project and to report on results. Technical Proposals must demonstrate that the identified facilitator(s) have at least three (3) years of experience working with diverse groups of individuals on a variety of workforce development projects; and must include at least three (3) examples of experience in the facilitation of workforce development-related projects. Examples must include a description of the audiences, purposes, agendas, processes, summaries, and reporting methods involved, as well as the techniques utilized to engage participants. Types of projects may include focus groups, strategic planning, team building, and continuous improvement.

7. **Project Researcher(s):** Individual(s) who will gather and analyze data on specific workforce development-related programs and practices both in Ohio and in other states to help determine best practices for service delivery. Technical Proposals must demonstrate that the identified researcher(s) have at least three (3) years of experience; and demonstrate knowledge of workforce development/WIOA programs and the multitude of resources where pertinent information can be retrieved. Technical Proposals must also provide at least three (3) examples of past workforce development research projects, the methods used to determine the appropriate resources in consideration of the purpose and the audience, and how the information was analyzed and presented.
8. **Event Planner(s):** Individual(s) who will plan, coordinate, and facilitate workforce development-related conferences, meetings, trainings, or workshops, statewide or on a regional basis. Planner(s) will be responsible for securing the event site, logistics, presenters, registration, agenda, materials, and evaluations. Technical Proposals must demonstrate that the identified planner(s) have at least three (3) years of experience and must include at least two (2) examples of successful events. Technical Proposals should include details on the event types, scope, audience, size, and the processes utilized to register participants and to evaluate the outcome of each event. Success can be demonstrated by providing evidence of positive feedback or by providing contact information for the agencies or organizations that have enlisted the services of the identified planner(s). Technical Proposals should also explain experience and methods used to prepare and coordinate trainers and/or presenters.
9. **Grant Writer(s):** Individual(s) who will draft grant applications and prepare application packets to secure funding from the government or private entities for a specific program or purpose. Technical Proposals must demonstrate that the identified grant writer(s) have at least three (3) years of experience and knowledge in the successful completion of grant applications and must describe the types of grant applications completed, the level of success by listing the number of applications completed, and the number of grants awarded.
10. **Project Evaluator(s):** Individual(s) who conduct assessments of workforce development programs and services, either on a statewide or regional basis, and submit recommendations on the program/service's significance, worth, or quality. Technical Proposals must demonstrate that the identified evaluator(s) have at least three (3) years of experience in the evaluation of multiple types of programs and services, preferably workforce development or government-related services, and must demonstrate use of multiple data collection methods, such as distributing surveys and questionnaires and conducting interviews. Methods utilized to analyze collected data, determine outcomes, rate customer satisfaction, and draw conclusions must also be explained.
11. **Mystery Shopper(s):** Individual(s) who will visit various One-Stop Centers posing as a client in order to evaluate customer service. Technical proposals must demonstrate that the identified shopper(s) have at least two (2) years of experience in conducting similar types of assessments; and have the ability to objectively rate the level of service received from One-Stop staff and report on the findings.
12. **Purchasing Manager:** Individual who will procure specialized services as needed to support a state or local initiative, project, or event (see Section 4.4 C). Technical proposals must

demonstrate that the identified manager has at least two (2) years of experience in procuring similar types of required services.

- B. Vendors must include the resumes, education and pertinent experience of the Project Administrator and Project Manager and all identified key personnel (including any subcontractors), and specifically list the qualifications and experience of each individual to competently perform the services described in Sections 3.1 and 4.4 of this RFP; and,
- C. Vendor proposals must discuss the processes that would be used to subcontract with other qualified providers of training and technical assistance services as needed in a timely and cost effective manner and to broker services if requested by the ODJFS Contract Manager.

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

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

IMPORTANT: It is the affirmative responsibility of the vendor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor staff, including any subcontractor and subcontractor staff, 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 Scope of Work

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

For services that will be subcontracted to a third party not identified in the organizational chart of the selected vendor's proposal, or for specialized services that will be purchased at the request of ODJFS, the selected vendor must enlist small purchase procedures to secure the services and must make a good faith effort to subcontract with certified MBE vendors qualified to perform the needed services for at least fifteen (15%) percent of all subcontracts executed during the contract period. Further, the selected vendor will purchase supplies under the contract from certified MBE and EDGE vendors whenever possible.

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

For the purposes of this RFP, “subcontracted services” are services considered to be generally performed as part of workforce development/WIOA compliance. “Specialized purchases” are services that require customized services and/or products, or that require the services of an individual or entity with specialized skills or knowledge that is outside of routine training and technical assistance services. The ODJFS Contract Manager will identify any specialized services for the selected vendor under the contract.

4.2 Number of Participants

The number of participants will vary based on the type of training provided, the training method (in-person, webinar or videoconference), and the topic. Some training may be offered statewide while others may be targeted to specific regions or local WIOA areas. The selected vendor will work with the ODJFS Contract Manager to plan and schedule each training event.

4.3 Administrative Structures—Proposed Work Plan

Vendors are to include, at minimum, the following administrative structures and technical approach for the proposed work plan. The vendor shall:

- A. State the key objectives of their proposed project. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFP.];
- B. Provide a technical approach and examples of work plans for the various types of projects and services described herein that the vendor has performed. This includes the methodology for completion of the project activities. The Technical Proposal must also include a description of methods to perform administrative functions, such as needs assessments, task analysis, decision making processes, and administrative methods and techniques for the work and resources that will be utilized;
- C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems; and
- D. Provide a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project. Specify which of these individuals are in-house and which are pre-selected subcontractors.

4.4 Specifications of Deliverables

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

Training, technical assistance, and possibly procurement of specialized services will be needed to support the continuous improvement of Ohio's workforce system and to support WIOA and/or CCMEP implementation. Some of the services will be mandated by ODJFS as a corrective action (resulting from either an ODJFS monitor or DOL review) to address a performance issue. Services may be provided to, or for the benefit of, state and local workforce professionals and other stakeholders.

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

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

A. Training Services:

Training may be provided in person, via webinar or videoconference. Where cost-effective attendance warrants, training will be provided regionally to minimize travel (for these purposes, the JobsOhio regions will be used). When an existing state contract for conference facilities is available in one of the regions where services will be performed, the selected vendor will be required to investigate that facility's availability, related costs, and to compare it with other potential sites to determine the most cost-effective venue. However, most venues utilized by/for ODJFS are available free of charge.

In-person training sessions will be limited, wherever possible, to a maximum of one and one-half (1.5) business days. The ODJFS Contract Manager will determine the duration of each training session. Ongoing or repetitive training sessions may be scheduled up to a year in advance, but specific training schedules and corresponding budgetary requirements will be identified more frequently, as determined by the ODJFS Contract Manager, to accommodate training needs identified through oversight and/or monitoring activities.

ODJFS will require, at a minimum, one (1) calendar week to review content and materials for each training project. ODJFS will then issue a written approval or rejection. In the event of rejection, the notice will explain the deficiencies and may include suggestions to remedy those deficiencies. Specific costs for each type of training will be in the cost summary for each project proposal and will be subject to negotiation.

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

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

B. Technical Assistance Services

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

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

C. **Purchasing Specialized Services**

When the ODJFS Contract Manager identifies a need that requires specialized knowledge or customization, and the selected vendor does not have the capability to satisfactorily perform the needed

service, the selected vendor, at the request of ODJFS, will purchase those services from a third party provider that will be selected in accordance with this RFP.

The selected vendor will have a process in place to quickly and effectively procure specialized services upon request of the ODJFS Contract Manager. The process will include methods to confirm details, delivery deadlines, cost parameters, provider selection, management, and evaluation.

The types of services that may be purchased under the resulting contract include, but are not limited to, specialized training, customized curriculum development, evaluations, or the solicitation of a presenter or speaker with specialized knowledge of subject matter that is pertinent to a particular need. Costs for specialized services will be paid under the title "Purchasing Manager".

D. **Reporting**

By the 15th of each month, the selected vendor will provide a progress and activity report that will include a summary of the major activities conducted during the previous month; documentation of completed projects and status of projects in progress; specific deliverables produced; issues; summary of hours worked; and planned activities for the following month.

4.5 **Selected Vendor Compensation Structure**

Compensation will be made on a reimbursement basis for the actual hours dedicated to each assigned project. All overhead and administrative costs must be configured into the hourly rates. The vendor will only invoice for each specific project when completed.

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

Because the specific projects cannot be identified in advance, the Cost Proposal will consist of a cost summary that will include:

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

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

Should negotiations result in costs anticipated to exceed the overall total or the total funding available for a State Fiscal Year (SFY) according to the contract and Purchase Order, the contract must be formally amended to include the additional funds before any additional costs are incurred.

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

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

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

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

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

AND

- In a sealed, separate envelope, **three (3)** paper copies (one signed original and two copies) and one CD-ROM copy of the Cost Proposal.

The vendor's original Technical and Cost Proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. The vendor's total 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 **February 24, 2017**. Faxes or e-mailed submissions will not be accepted. Proposals must be addressed to:

Office of Contracts and Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
ATTN: RFP/RLB Unit

The entire vendor Technical Proposal should be converted into one single secure .pdf document saved to the Technical Proposal CD-ROM submitted to ODJFS. 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 separate .pdf documents possible.

Along with the technical proposal, the vendor must submit the cost proposal in a separate, sealed envelope/package labeled: **“DO NOT OPEN. COST PROPOSAL ENCLOSED FOR WORKFORCE DEVELOPMENT TRAINING AND TECHNICAL ASSISTANCE SERVICES, RFP JFSR1819158126 SUBMITTED BY [VENDOR’S NAME].”**

The CD-ROM copy of the Cost Proposal must include all Cost Proposal components, including any required or voluntary attachments. The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.

Both CD-ROMs must be labeled with the vendor’s name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CD-ROMs 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.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a vendor’s proposal submission (*e.g.*, letters of recommendation from past customers) 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.

OCA will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline (date and time). 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 again on the 31st Floor. All proposals must be received no later than the specified deadline by the Office of Contracts and Acquisitions (OCA), on the 31st Floor of the Rhodes Tower. 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.

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

5.2 Format for Organization of the Proposal

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

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 vendor's 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 which includes information or materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered. Vendors must organize their Technical Proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

Attachment A., Section I. – Vendor Information and Certifications Document In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in Attachment A., Section I. to this RFP, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print Attachment A., Section I., complete, sign, and return it as the content of their proposal Tab 1; or all the required information and certifications (each fully re-stated from Attachment A.) may be provided on their own letterhead, properly signed, and include that replication in their proposal Tab 1. Vendors that fail to provide all information and certifications described in Attachment A., Section I. in their proposal Tab 1 will be disqualified.

Attachment A., Section II. – Standard Affirmation and Disclosure Form Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every vendor or applicant seeking to do business with the Ohio Department of Job and Family Services. This must be included with the response to any competitive opportunity. Failure to complete, sign, and return the Standard Affirmation and Disclosure Form with the proposal will result in rejection of the proposal as non-responsive and disqualified from further consideration.

The signed originals of the above referenced forms (RFP Attachment A., Sections I. and II.) must be provided in the vendor's original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies. In the event the vendor proposes the use of a subcontractor(s), information on the subcontractor(s) and letters of commitment per Section 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Sections 3.1, A and 8.23, Ohio Presence Consideration), the vendor must demonstrate in this Tab1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans to establish a physical presence. Documentation must include the actual or proposed location of the vendor's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

Tab 2 Vendor Experience and Qualifications**Sub-Tab 2a.** Mandatory Vendor Qualifications (Section 3.1, A through D)

The vendor must include information to demonstrate how the vendor meets the mandatory qualifications as described in Section 3.1, of this RFP.

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

In this section, the vendor is to include their response to the organization experience and capabilities requirements (including any subcontractors) as described in Section 3.2, of this RFP.

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

In this section, the vendor is to include their response to the staff experience and capabilities requirements (including any subcontractors) as described in Section 3.3, of this RFP.

Tab 3 Administrative Structures -Proposed Work Plan (Section 4.3, A through D)**Sub-Tab 3a.** Activity A**Sub-Tab 3b.** Activity B**Sub-Tab 3c.** Activity C (etc.)

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. The responses must address each activity fully.

Tab 4 Specifications of Deliverables (Section 4.4, A through D)**Sub-Tab 5a.** Deliverable A**Sub-Tab 5b.** Deliverable B**Sub-Tab 5c.** Deliverable C (etc.)

This section should describe in detail how the vendor proposes to successfully provide the services specified in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each deliverable identified in Section 4.4 behind separate sub-tabs as described above.

Tab 5 Vendor Attachments or Appendices (optional)**B. Cost Proposal**

Vendors are to complete the Cost Proposal Form, provided as Attachment D. to this RFP according to instructions, sign it, and submit it fully completed as the separate, sealed Cost Proposal. The Cost Proposal Form requires vendors to provide the hourly rates for all key positions identified in Section 3.3 and defined in Appendix A: Explanation of Terms. The rates identified in the vendor's Cost Proposal will be the rates in effect throughout the contract period (SFYs 18 & 19) unless otherwise negotiated between ODJFS and the selected vendor. Any negotiated changes to the rates will require a formal amendment to the contract before the new rates can be applied to services performed under the contract. If ODJFS opts to renew the contract beyond the initial term, the individual rates for service will

adjust in proportion to any increase or decrease in BLS National Percentile Wage Estimates. At the vendor's discretion, additional documentation may also be included with the completed Attachment D., as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

Vendors are to use the format in Attachment D., Cost Proposal Form, to submit their Cost Proposal for SFYs 18 and 19, as well as potential renewal periods for SFYs 20 and 21. At the vendor's discretion, additional documentation may also be included with the completed Attachment D. as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

In calculating their total proposed rates, vendors must consider all program 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), and must factor such costs into the proposed rates as these types of costs will not be paid separately under the resulting contract.

C. DISQUALIFIERS FOR PROPOSAL ERRORS:

1. Any vendor's Technical Proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's Technical Proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal. Should a vendor determine to include in the Technical Proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
2. Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP) found anywhere in a vendor proposal shall result in immediate disqualification of that proposal.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with the vendor who best demonstrates the ability to meet requirements specified in this RFP. Vendors submitting a response will be evaluated on the capacity and experience demonstrated in their Technical and Cost Proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from the ODJFS, Office of Workforce Development. Vendors should not assume 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 affirm they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Selection of the vendor will be based upon the criteria 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:

A. **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.

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

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

Any proposal that does not meet the minimum required Technical Proposal score defined in Attachment C. will be disqualified from any further consideration and the Cost Proposal will neither be opened nor considered. Vendors that demonstrate that they are an MBE/EDGE vendor will receive additional consideration as specified in the Technical Proposal Score Sheet. Please refer to Attachment C., Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.

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

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

ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised Cost Proposal. Vendors may then submit one last and best offer, or may request that ODJFS view its original Cost Proposal as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, ODJFS will then consider those vendors’ revised Cost Proposals which are within the budget according to the process described in this section above, and in the Technical Proposal Score Sheet, Attachment C., for vendor selection purposes.

6.2 Review Process Caveats

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

ODJFS reserves the right to request clarifications from vendors to any information in their Technical and/or Cost Proposals 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 vendors' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP. Such communications are expressly permitted when initiated by ODJFS, and are at the sole discretion of ODJFS.

Should ODJFS determine a need for interviewing 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 those vendors' proposal scores, or will replace certain criteria scores, at the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for that RFP.

Vendors may request changes to the model contract, but any such requested changes 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 vendor's 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 a 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 on this situation.

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.

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.

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 which 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 prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
1. The name, address, telephone number and e-mail address 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 the ODJFS Office of Contracts and Acquisitions, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the *seventh (7th)* 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 these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions

30 East Broad Street, 31st Floor
Columbus, Ohio 43215

- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor who would have been awarded the contract shall be notified of the receipt of the protest.
- F. The ODJFS Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this or any solicitation if, in the opinion of ODJFS and the PRT, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed. Changes in this RFP of a material nature will be provided via the web page dedicated to this RFP. 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 recommended vendor 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 seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFP, RLB, etc.) process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.

8.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as Attachment A.) to report this information and include the completed document in the vendor 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, other state or county agency staff, or other representatives it may appoint, as appropriate. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

8.3 Start Work Date

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

8.4 Proposal Costs

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

8.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in 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.

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 a solicitation and 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 submitted by the selected vendor, if opened, and any attachments, addenda, appendices, or sample products.

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

- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Therefore, the selected vendor will be required to execute a separate data-sharing agreement that specifies the responsibilities and prohibitions associated with the use of confidential ODJFS data. The selected vendor will be required to execute data sharing agreements with 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 contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3119, 3121, 3123, and 3125 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

8.7 Travel Reimbursement

Travel should be folded into the hourly rates for each position listed on the cost proposal form. Travel is not to be listed separately and will not be paid separately under the resulting contract.

8.8 Minority Business Enterprise

ODJFS is required by Section 125.081(B) and 123.151 of the ORC to award 15% of its total procurements to certified Ohio Minority Business Enterprises (MBE) vendors. Ohio certified MBE is defined in ORC 122.71. If the proposal is not submitted by a certified MBE, the vendor must make a good faith effort to subcontract with certified MBE vendors qualified to perform the needed services for at least fifteen (15%) percent of all subcontracts executed during the contract period.

For any proposed subcontractors that are Ohio MBE vendors, the proposal must clearly state the name of the MBE vendor and the exact nature of the work to be performed under a subcontract. The proposal must include a letter from the proposed MBE vendor, signed by a person authorized to legally bind the subcontractor that includes the following:

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

- F. A copy of the Ohio MBE certificate.

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

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

While ODJFS strongly encourages the use of MBE subcontractors, the vendor's proposed use of an MBE subcontractor will have no effect on vendors' technical scores or on final contractor selection.

8.9 Subcontractor Identification and Participation Information

Any vendors proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and the specific nature of the work that will be performed under a subcontract. 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 e-mail address of a person who is authorized to legally bind the subcontractor to contractual obligations;
- C. A complete description of the work the subcontractor will do;
- D. A commitment to do the work, if the vendor is selected; and
- 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 sub-contractor information; inclusion of dollar amounts will result in the disqualification of the vendor's entire proposal.

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

8.12 Key Personnel

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

8.13 Ethical & Conflict of Interest Requirements

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

8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

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

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

8.15 Waiver of Minor Proposal Errors

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' Technical and/or Cost Proposals 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 vendors 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 whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

8.19 Mandatory Contract Performance Disclosure

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

8.20 Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) 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 Ohio Presence Consideration

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

8.24 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.

8.25 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.

8.26 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:

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

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

SECTION X. APPENDICES AND THEIR USES

- A. Explanation of Terms

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

**TEMPLATE FOR RFP
DRAFT CONTRACT NOT FOR SIGNATURE
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT FOR SERVICES
TEMPLATE**

C-1819-00-0000

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 Proposal 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 in accordance with the RFP and the Proposal. The responsibilities are summarized as follows:
- B. The ODJFS Contract Manager is **ODJFS Contract Manager Name**, 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 material 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.

E. The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use:

- a. The copyright in all products developed under the federal grant, including products developed through a subcontract under the federal grant; and
- b. Any rights of copyright to which ODJFS or CONTRACTOR purchases ownership with federal grant funds (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. CONTRACTOR 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 U.S. Department of Labor has a license or right of free use in such work.

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.
- 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) **2018, and up to SFY2 AMT Dollars (\$SFY2) for SFY 2019**, 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 **upon completion of the Deliverables** pursuant to CONTRACTOR's **accepted budget [or cost proposal] as incorporated below [or as attached]**.
- E. CONTRACTOR will submit a detailed invoice(s) 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. If applicable, 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 PUBLIC 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, including ORC 125.111 and all related Executive Orders.
- b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, national origin, ancestry, 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. If applicable, CONTRACTOR agrees to comply with ORC Chapter 4115 and corresponding Ohio Administrative Code rules.
- 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.
- f. Affirmative Action Program. CONTRACTOR represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Ohio Department of Administrative Services.

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.

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.
10. [Use when the program area is requiring or Contractor's Proposal includes MBE set aside for subcontractor's] **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.**
- [PUBLIC 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. **[PUBLIC 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.
18. **[If applicable, any other terms of the federal award Insert here.]**

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. [PUBLIC 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. [PUBLIC 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:

Remainder of page intentionally left blank

ATTACHMENT C
Technical Proposal Score Sheet
RFP: JFSR1819158126

PHASE I: Initial Qualifying Criteria

Vendor Name: _____

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	YES	N O
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2, 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 provide evidence of an Ohio presence, or evidence of concrete plans for an Ohio office or work site that will be established by July 1, 2017?	3.1, A.		
6	Did the vendor include three (3) references from entities for which the vendor has successfully provided services/projects comparable in scope to the requirements in the RFP? [These references must relate to work that was completed within the past five (5) years.]	3.1, B.		
7	Has the vendor demonstrated that they have at least four (4) years of organizational experience in the provision of workforce development related training and technical assistance services?	3.1, C.		
8	Has the vendor identified and assigned a Project Administrator and a Project Manager who each are in-house staff members and have at least five (5) years workforce development and training experience and possess at least a Bachelor’s Degree or an additional five (5) years of experience in public administration, social work, or related field?	3.1, D. 1, 2, 3		
9	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 contract have no effect on a vendor’s 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 contract 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 submission.	Proposed changes YES	Proposed changes NO
If changes were proposed by this vendor, are those changes such that ODJFS disqualifies the vendor?	Disqualified YES	Disqualified NO

PHASE II: Criteria for Scoring of Technical Proposal

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

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

Technical Performance Scoring Definitions:

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

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

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

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

A technical proposal’s total PHASE II A. score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **538** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **700** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors with Technical Proposals meet or exceed the minimum required technical points will advance to PHASE II B., of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
VENDOR QUALIFICATIONS								
MANDATORY QUALIFICATIONS								
1	The vendor has provide evidence of an Ohio presence, or out-of-state vendors must provide evidence of concrete plans for an Ohio office or work site that will be established by July 1, 2017?	3.1, A.	1					
2	The vendor has included three (3) references from entities for which the vendor has successfully provided services/projects comparable in scope to the requirements in this RFP. These references must relate to work that was completed within the past five (5) years.	3.1, B.	1					
3	The vendor has demonstrated at least four (4) years of organizational experience in the provision of workforce development related training and technical assistance services.	3.1, C.	2					
4	The vendor has identified and assigned a Project Administrator and a Project Manager who each are in-house staff members and have at least five (5) years workforce development and training experience and possess at least a Bachelor’s Degree or an additional five (5) years of experience in public administration, social work, or related field.	3.1, D 1,2,3	3					
ORG. EXPERIENCE & CAPABILITIES								
5	The vendor has demonstrated a minimum of four (4) years organizational experience in effective planning, delivering and/or coordinating workforce development-related training and technical assistance services in a technical or regulated environment.	3.2, A.	2					
6	The vendor has demonstrated experience in the development of workforce development-related training curriculum and in the delivery of workforce development-related training services.	3.2, B.	1					
7	The vendor has demonstrated knowledge of, and experience in Ohio’s workforce development system and the laws and regulations impacting its operations.	3.2, C.	2					
8	The vendor has demonstrated experience in the delivery of training to workforce development staff in the areas of WIOA implementation, governance, financial management, Rapid Response, Adult/Dislocated Worker/Youth programs, TANF case management, monitoring, audit resolution, OhioMeansJobs Centers and local service delivery within the past 24 months.	3.2, D.	1					
9	The vendor has demonstrated experience in planning and/or development of career pathway service delivery systems that combine training and education services to provide successful participants will the skills needed for placement local in-demand occupations/industries that will lead to economic self-sufficiency.	3.2, E.	2					
10	The vendor has demonstrated experience in regional planning focused on employment and workforce development programs and resources.	3.2, F.	1					
11	The vendor has demonstrated experience in the planning and/or development of strategies for the formation or expansion of industry workforce alliances and industry/sector partnerships.	3.2, G.	2					
12	The vendor has demonstrated knowledge of strategies to develop or expand the availability of work experience opportunities (internships, apprenticeships, etc).	3.2, H.	1					
STAFF EXPERIENCE & CAPABILITIES								
In this section, the vendor must have identified the individual(s) who will fulfill each of these roles and must have clearly demonstrated that each identified individual has the required education and experience to fulfill his/her assigned position and, if applicable, explained the methodology that has been or will be utilized in carrying out responsibilities under the contract. Key positions will require resumes.								
13	Project Administrator – The vendor has demonstrated that this individual has a minimum of five (5) years experience in the	3.3, A., 1.	3					

	administration of workforce development-related projects and has included a description of the functions the individual has performed in this role.							
14	Project Manager– The vendor has demonstrated that this individual has a minimum of five (5) years experience in the management of a variety of workforce development/WIOA projects. Examples of projects managed and a description of all functions performed in the management of the identified projects has been included.	3.3, A., 2.	3					
15	Trainer– The vendor has demonstrated that all identified trainer(s) are familiar with best practices for workforce development programs and trainings on a national level, that all have at least three (3) years experience in the delivery of workforce development training services in Ohio, and can deliver trainings in multiple settings—including in-person, via webinar, and via video conference. The vendor has also described the training topics and types of trainings that have been delivered by each identified trainer and the methods utilized to organize and present materials and to assess training outcomes and has included at least two or three examples of training materials—which can include manuals, hand-outs, power point presentations, etc.	3.3, A., 3.	2					
16	Curriculum Developer– The vendor has demonstrated that the identified curriculum developer(s) have at least three (3) years of experience and have successfully created complex/customized curricula on a variety of workforce development topics and must include evidence that the curricula was deemed appropriate for the intended audiences and met the purpose of the entities for which the curricula was created. The vendor has also demonstrated that the identified curriculum developers have the ability to create curricula in various forms to accommodate the manner in which the curricula will be delivered (in person, via webinar, or via videoconference), and have provided at least three examples of workforce development curricula the identified developers have created and have explained the methods utilized to develop the curricula in consideration of audience and purpose.	3.3, A., 4.	1					
17	Public Relations Specialist– The vendor has demonstrated that their identified public relations specialist(s) have at least three (3) years experience in the development of multiple forms of media prepared for a variety of audiences and must provide at least three or four examples of past work with an explanation of the means and methods utilized in the development the media. The vendor has also demonstrated familiarity with policies that pertain to media printed and published on behalf of ODJFS and the State of Ohio and has included a demonstration of adaptability in formatting media to be compatible with different software/systems.	3.3, A., 5.	1					
18	Project Facilitator– The vendor has demonstrated that the identified facilitators have at least three (3) years experience working with diverse groups of individuals on a variety of workforce development projects and has included at least three examples of experience in the facilitation of workforce development-related projects. Examples include a description of the audiences, purposes, agendas, processes, summaries, and reporting methods involved as well as the techniques utilized to engage participants. Types of projects may include focus groups, strategic planning, team building, and continuous improvement.	3.3, A., 6.	2					
19	Program Researcher– The vendor has demonstrated that their identified program researcher(s) have at least three (3) years of experience and knowledge of workforce development/WIOA and TANF programs and the multitude of resources where pertinent information can be retrieved. The vendor has also included at least three examples of past workforce development research projects, the methods used to determine the appropriate resources in consideration of the purpose and the audience, and how the information was analyzed and presented.	3.3, A., 7.	2					
20	Event Planner– The vendor has demonstrated that their identified event planner(s) have at least three (3) years of experience and has included at least two examples of successful events and include details on the event types, scope, audience, size, and the processes utilized to register participants and to evaluate the outcome of each event. Success can be demonstrated by providing evidence of positive feedback or by providing contact information for the agencies that enlisted the services of the identified planners. The vendor has also explained experience and methods used to prepare and coordinate trainers/presenters.	3.3, A., 8.	2					
21	Grant Writer– The vendor has demonstrated that their identified grant	3.3, A.,	1					

	writer(s) have at least three (3) years experience and knowledge in the successful completion of grant applications, described the types of grant applications completed and has demonstrated the level of success by listing the number of applications completed and the number of grants awarded.	9.						
22	Program Evaluator— The vendor has demonstrated that their identified program evaluator(s) have at least three (3) years experience in the evaluation of multiple types of programs and services—preferably workforce development or government-related services—and has demonstrated use of multiple data collection methods such as distributing surveys and questionnaires and conducting interviews. Methods utilized to analyze collected data, determine outcomes, rate customer satisfaction, and draw conclusions has also be explained.	3.3, A., 10.	1					
23	Mystery Shopper— The vendor has demonstrated that their identified mystery shopper(s) have at least two (2) years experience in conducting similar types of assessments and the ability to objectively rate the level of service received from OhioMeansJobs Center staff and report on the findings.	3.3, A., 11.	1					
24	Purchasing Manager- The vendor has demonstrated that their identified purchasing manager has at least two (2) years of experience in procuring specialized services to support state and local initiatives.	3.3, A. 12.	3					
25	The vendor has included the resume(s), education and pertinent experience of the Project Administrator and Project Manager and all identified key personnel (including any subcontractors), and has specifically listed the qualifications and experience of each individual to competently perform the services described in Sections 3.1 and 4.4 of the RFP.	3.3, B.	1					
26	The vendor proposal has included a discussion on the processes that would be used to subcontract with other qualified providers of training and technical assistance services as needed in a timely and cost effective manner and purchase customized goods/specialized services requested by the ODJFS Contract Manager.	3.3, C.	2					
SPECIFICATIONS OF DELIVERABLES								
ADMIN. STRUCTURES—PROPOSED WORK PLAN								
27	The vendor has stated the key objectives of the services described herein, discussing them in detail sufficient to convey the vendor’s comprehension of the objectives as well as the vendor’s commitment to helping ODJFS achieve them.	4.3, A.	1					
28	The vendor has described a technical approach and examples of work plans for the various types of projects and services described herein. This includes methods for completion of project activities and methods to perform administrative functions such as needs assessment, task analysis, decision-making processes, administrative methods or techniques for the work, and the resources to be utilized.	4.3, B.	2					
29	The vendor has described the status-reporting procedure to identify work completed, and to explain the resolution of any unanticipated problems.	4.3, C.	1					
30	The vendor has provided a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project. Specify which of these individuals are in-house and which vendors are pre-selected subcontractors.	4.3, D.	1					
TRAINING SERVICES								
31	The vendor’s proposal has described in detail how they will provide the 18 items listed in Section 4.4 A., of the RFP in carrying out its training delivery responsibilities.	4.4, A. 1. thru 18.	2					
TECHNICAL ASSISTANCE SERVICES								
32	The vendor’s proposal has described in detail how they will perform grant writing services as specified in the RFP.	4.4, B., 1.	1					
33	The vendor’s proposal has described in detail how they will collect and evaluate information about an identified workforce development-related program/service or a particular aspect thereof as needed to enhance the ability of ODJFS or local workforce development agencies to make informed decisions about program continuation, improvement, or replication.	4.4, B., 2.	2					
34	The vendor’s proposal has described in detail how they will gather and analyze data on workforce development-related programs, practices, and services identified as significant to workforce development system performance.	4.4, B., 3.	3					
35	The vendor’s proposal has described in detail how they will administer customer or stakeholder group meetings to support the continuous	4.4, B., 4.	2					

	improvement of the workforce development system.							
36	The vendor's proposal has described in detail how the mystery shopper(s) will visit local OhioMeansJobs Centers posing as a customer(s) and will objectively evaluate customer service using processes and criteria developed by ODJFS and will "shop" a minimum of two or three sites on a given day and complete an online questionnaire about the experience.	4.4, B., 5.	1					
37	The vendor's proposal has described in detail how they will develop electronic and print-ready materials to convey workforce development-related information.	4.4, B., 6.	1					
38	The vendor's proposal has described in detail how they will plan, coordinate, and facilitate statewide conferences or meetings, workshops, and trainings that can be held either statewide or at the regional or local level. Services may include, but will not be limited to, securing the event site, logistics, and presenters; development and completion of registration process; and development and distribution of agendas, materials, and evaluations.	4.4, B., 7.	3					
39	The vendor's proposal has described in detail how they will (as requested) develop curricula for training projects that promote the improvement of the management, service quality, and program outcomes at all levels of the workforce development system. Curriculum development may be for workshops, webinars, online training modules, etc.	4.4, B., 8.	2					
PURCHASING MANAGEMENT								
40	The vendor's proposal has included a process to quickly and effectively purchase customized goods/specialized services requested by the ODJFS Contract Manager. The process includes methods to confirm the specific need(s), the time frame for service delivery, cost parameters, provider identification, screening, selection, management, and evaluation.	4.4, C.	3					
REPORTING								
41	The vendor's proposal has described in detail how they will, by the 15th of each month during the term of the resulting contract, provide a progress and activity report that will include a summary of the major activities conducted during the previous month; documentation of accomplishments, specific deliverables produced, management issues, summary of hours worked; an assessment of progress toward completion of assigned projects; and planned activity for the following month.	4.4, D.	1					
PROPOSAL ORGANIZATION								
42	The vendor has submitted a proposal that complies with the specified submission format.	5.2	.25					
43	The vendor has submitted a proposal free of self-promotional claims.	6.1	.25					
44	The vendor has submitted a proposal that has been thoroughly proofread for spelling and grammatical errors.	6.1	.25					
TRADE SECRET INFORMATION								
45	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								
TOTAL SCORE:								

Based upon the Phase II A. Total Technical Score earned, does the vendor's proposal proceed to Phase II B. for additional consideration for demonstrating being an MBE-EDGE vendor? (Vendor's Total Phase II A. Technical Score must be at least 538 points.)

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

PHASE II B.— Additional Consideration		RFP Sec. Ref.	NO	YES (+10 pts.)
1	MBE-EDGE Vendor --Has the vendor provided evidence that they are an MBE-EDGE vendor?	3.2 6.1, B.		
	PHASE II. B. TOTAL POINTS [10 max. allowable points]:			
	VENDOR'S GRAND TOTAL SCORE [Phase II A. + Phase II B. pts.]:			

Attachment D

RFP#: JFSR1819158126--Cost Proposal Form

WORKFORCE DEVELOPMENT TRAINING

AND TECHNICAL ASSISTANCE SERVICES

Instructions:

Vendors are to complete the Cost Proposal Form, sign it, and submit as their separate, sealed Cost Proposal as instructed in the RFP. The Cost Proposal Form requires vendors to provide individual rates for the staff needed to complete the work required in the resulting contract (for SFYs 18-19). Bidders are to use their professional comprehension of the efforts required to perform the services and complete the deliverables stated within the RFP. Vendors are to use their business expertise in pricing the work described and to offer their rates accordingly. ODJFS encourages vendors to provide rates that are reasonable and necessary to complete the objectives of the contract. When determining an appropriate rate for service, ODJFS suggests that bidding vendors utilize the current published information offered through the U.S. Department of Labor's, Bureau of Labor Statistics (BLS) website (<http://www.bls.gov/>). As stated in the RFP, ODJFS is seeking to contract with a vendor to perform training and technical assistance services from July 1, 2017, to June 30, 2019 [State Fiscal Years (SFYs) 18-19], with the option to renew for up to two additional years (SFYs 20-21). If ODJFS opts to renew the contract for SFYs 2020 and 2021, the individual rates for service will adjust in proportion to any increase or decrease in BLS National Percentile Wage Estimates.

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

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

Project Manager – SOC 13-1081 Logisticians.

Trainer – SOC 13-1073 Training and Development Specialists.

Grant Writer – SOC 27-3042 Technical Writers.

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

Program Researcher – SOC 19-3021 Market Research Analysts.

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

Mystery Shopper – SOC 19-3022 Survey Researchers.

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

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

Curriculum Developer – SOC 25-9031 Instructional Coordinators.

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

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

when providing the hourly rates stated in their Cost Proposal. Cost Proposals that exceed these wage estimates will not be considered.

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

Vendor Cost Proposal

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

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

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

In-House

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

Subcontracted Services

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

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

Vendor Administrative Costs

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

Vendor Indirect Costs

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

Brokerage Services

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

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

Cost Proposal Consideration and Vendor Selection

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

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

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

(EXAMPLE COST PROPOSAL)

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

Column A

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

Column B

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

Column C

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

Column D

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

Column E

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

Column F

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

Total Weighted Rate

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

ATTACHMENT D

Cost Proposal Form

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

STATE FISCAL YEARS 18-19					
(A) DIRECT STAFF TITLES	(B) Weighting	(C) Hourly Rate	(D) Weighted Hourly Rate (B multiplied by C)	(E) In-House (Insert ✓ where applicable)	(F) Subcontracted Services (Insert ✓ where applicable)
PROJECT ADMINISTRATOR	3			✓Mandatory	
PROJECT MANAGER	3			✓Mandatory	
TRAINER	3				
GRANT WRITER	1				
PROJECT EVALUATOR	1				
PROJECT RESEARCHER	2				
PROJECT FACILITATOR	2				
MYSTERY SHOPPER	1				
PUBLIC RELATIONS SPECIALIST	3				
EVENT PLANNER	2				
CURRICULUM DEVELOPER	3				
Total Weighted Rate:					

Signed: _____ I affirm that the above rates per hour as quoted are firm and all-inclusive (to be signed by the vendor's representative authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent.).

Name

Title

Company / Organization Name

Date

Appendix A

Explanation of Terms

This Explanation of Terms is intended to clarify the meaning of each term as it pertains to the workforce development training and technical assistance services sought under this RFP.

Broker

A third party with particular skills or knowledge that the selected vendor will enlist via small purchase procedures to provide specialized or customized services as specified by ODJFS.

Brokered Services

Services that require specialized skills and/or knowledge to address a particular need identified by ODJFS. The selected vendor will only broker services if requested by the ODJFS Contract Manager. These types of services are not to be confused with “subcontracted services”, defined below.

Career Pathway

A combination of rigorous and high-quality education, training, and other services that align with the skills needs of the state or regional economy and that are organized in a manner to accelerate educational and career advancement to the extent practicable and prepare an individual for entry or advancement in a specific occupation or occupational cluster.

Comprehensive Case Management and Employment Program

Statewide initiative to improve employment and educational outcomes for low-income youth and young adults through the aligned delivery of WIOA Youth and TANF programs at the county level. Local workforce development boards, which administer the WIOA Youth programs in local workforce development areas, and the County Department of Job and Family Services agencies, which administer TANF programs at the county level will work in collaboration to implement CCMEP strategies.

Cost Proposal

The packet that each vendor will submit in a separate, sealed envelope that contains the completed Cost Proposal Form with the hourly rates of all staff and known subcontractors who will perform work under the resulting contract.

Cost Summary

The budget outline that will be submitted with each Project Plan and will identify the anticipated costs for the Project based on the hourly rates provided in the Cost Proposal. Costs listed in the summaries may be subject to negotiation between the ODJFS Contract Manager and the selected vendor.

Deliverables

All items produced or developed as part of service delivery under the resulting contract—including, but not limited to—materials, media, curricula, etc. ODJFS will retain ownership of all Deliverables unless otherwise expressly agreed in writing.

Event Planner

Appendix A

Explanation of Terms

Individuals/Entity that will plan, coordinate, facilitate workforce development-related conferences, meetings, trainings, or workshops statewide or on a regional basis. Planner will be responsible for event site, logistics, presenters, registration, agenda, materials, and evaluations.

Grant Writer

Individual who will draft grant applications and prepare application packets to secure funding from the government or from private entities for a specific workforce development program or purpose that will be identified by the ODJFS Contract Manager.

Individuals with Barriers to Employment

Defined in WIOA Section 3(24) as member of one or more of the following populations:

1. Displaced homemakers.
2. Low-income individuals.
3. Indians, Alaska Natives, Native Hawaiians.
4. Individuals with disabilities (including youth).
5. Older individuals.
6. Ex-offenders.
7. Homeless individuals.
8. Youth that are in, or have aged out of, the foster care system.
9. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
10. Eligible migrant and seasonal farmworkers.
11. Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
12. Single parents—including single pregnant women.
13. Long-term unemployed individuals.

Industry-Sector Partnership or Industry Workforce Alliance

A workforce collaborative convened by or acting in partnership with a state or local workforce board that organizes key stakeholders in an industry cluster into a working group that focuses on the shared goals and human resources needs of the industry cluster and includes representatives of small businesses, labor organizations, institutions of higher education, economic development organizations, and community organizations. The partnerships develop policies, strategies, and programs designed to meet employers' workforce needs and to identify and combine resources for effective and efficient service delivery.

Local Area

Appendix A

Explanation of Terms

A geographical region of a state that is designated by state government officials as a local Workforce Investment Area as defined in WIOA, Section 101(20).

Mystery Shopper

Individual(s) who will visit various One-Stop centers posing as a client and will use processes and criteria identified by ODJFS to evaluate customer service.

ODJFS Contract Manager

The person designated by OWD to provide management and oversight for the workforce development training and technical assistance projects and is the person who will provide instructions and requests to the selected vendor throughout the term of the resulting contract.

Ohio Presence

An office or worksite physically located within the geographical boundaries of the state of Ohio. This could also include concrete plans to establish an Ohio office or worksite prior to the anticipated start date of services. All vendors must have an Ohio Presence in order to be considered for selection.

One-Stop Center

A site in each local area that connects employment, education and training services into a coherent network of resources at the local, state, and national level. The One-Stops provide most of the workforce development services in the state and are crucial components to Ohio's workforce development system.

Percentile Wage Estimates

These are calculations made by the United States Department of Labor's Bureau of Labor Statistics and are national estimates only. The percentile wage estimate shows the percentage of workers in an occupation who earn less than a given wage and the percentage who earn more. For example, a 25th percentile wage of \$15.00 indicates that 25% of workers (in a given occupation in a given area) earn less than \$15.00; therefore 75% of workers earn more than \$15.00.

Program

One of several workforce-development or WIOA-related programs administered by workforce development agencies at the state and/or local level and serve to provide training or other types of job-related assistance to Ohio citizens or employers. Examples include Rapid Response, Urban Youth Works, Constructing Futures, On-the-Job-Training (OJT) programs, etc.

Program Evaluator

Individual(s) who conducts assessments of workforce development programs and services on either the statewide or local level and submits recommendations on the program/service's significance, worth, or quality.

Program Researcher

Appendix A

Explanation of Terms

Individual who will gather and analyze data on specific workforce development-related topics to evaluate current practices both in Ohio and in other states to help determine best practices for service delivery.

Project

A single service or set of services to meet a specific need as related to the selected vendor by the ODJFS Contract Manager. All services that will be performed under the resulting contract will be considered “projects” for purposes hereunder.

Project Administrator

The individual who is authorized to sign the contract, subcontracts, and broker agreements on behalf of the selected vendor and who will have the responsibility to ensure compliance with the terms of the contract and satisfactory performance of its staff and subcontractors.

Project Curriculum Developer

Individual(s) who will develop or update training curriculum for workshops, webinars, or videoconferences. Training may be statewide or may be for a particular region or local area. Customized curricula may require brokered services. ODJFS will determine whether a training need calls for brokered services.

Project Facilitator

Individual responsible for the coordination of staff and efforts to complete a project and to report on results.

Project Manager

Individual responsible for the routine implementation of the training and technical assistance services described hereunder. Routine activities include frequent communication/meetings with the ODJFS Contract Manager, the development of project proposals, budget management, invoicing, reporting, brokering, subcontracting, oversight, etc.

Project Proposal

A document developed by the selected vendor upon notification from the ODJFS Contract Manager of a project need. The document will outline the scope of work, deliverables, timeline, and budget and will identify the individual who will serve as the point of contact for the project.

Project Researcher

Individual who will gather and analyze data on specific workforce development-related programs and practices both in Ohio and in other states to help determine best practices for service delivery.

Purchasing Manager

Individual who will work under the director of ODJFS to plan, direct, or coordinate the purchase of customized items or specialized services.

Appendix A

Explanation of Terms

Public Relations Specialist

Individual who will work under the guidance of ODJFS to develop and finalize content for newsletters, procedure manuals, brochures, or other media to convey information pertinent to the training or technical assistance services described herein.

Regional Planning

For purposes of WIOA and this RFP, the establishment of regional service strategies by identifying available programs, services and resources relevant to workforce development, that includes, but is not limited to, educational and training providers, employers, industry and labor representatives, and community programs that can be combined and/or leveraged to effectively and efficiently serve employers and job-seekers in a region.

Selected Vendor

The vendor that receives the highest score by the ODJFS proposal review team and is subsequently awarded the contract to perform the services described herein.

Skills-Based Hiring

The process of identifying the specific skills needed for a particular occupation rather than identifying the credentials. It provides an alternative to the career pathway service delivery method for individuals who are qualified for an occupation, but lack credentials and who cannot participate in a career pathway program due to personal or financial constraints.

Small Purchase Procedures

A form of competitive selection for procurements that have a dollar amount under \$100,000.00. The procedure involves obtaining quotes for the needed items/services from at least three eligible third parties to ensure best value.

Standard Occupational Classification

(SOC) of the Department of Labor's Bureau of Labor Statistics (BLS) is designed to reflect the current occupational structure of the United States; it classifies all occupations in which work is performed for pay or profit. The SOC covers all jobs in the national economy, including occupations in the public, private, and military sectors.

Subcontracted Services

Services generally performed to meet WIOA/workforce development requirements, but are outside the scope of what the selected vendor can provide with current staff and resources, therefore the selected vendor must competitively select a third party to provide the needed services.

Subcontractor

The third party provider enlisted via small purchase procedures to provide workforce development/WIOA-related services that are beyond the capabilities of the selected vendor. Subcontracted services are not to be confused with "brokered" services, described above.

Appendix A

Explanation of Terms

Technical Proposal

The document submitted by a vendor in response to this RFP that includes the required vendor information and certifications as well as the vendor's experience and qualifications and proposed service delivery strategies.

Third Party

An entity that is not a party to the contract that will result from the successful completion of this RFP process, but will be enlisted by the selected vendor by subcontract or by brokering to perform some of the training or technical assistance services described herein.

Trainer

Individual who is knowledgeable of WIOA rules and workforce development systems—preferably knowledgeable of Ohio's workforce development system—who can competently administer training on either one specific topic or a variety of workforce development topics to workforce development staff and/or stakeholders on both the statewide and local levels.

WIOA

The Workforce Innovation and Opportunity Act of 2014, enacted to amend the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

Workforce Development System:

A network of One-Stops, Workforce Investment Boards, state and local government entities, and community partners coordinated by ODJFS that provide workforce development services to employers and job-seekers statewide.