

Ohio Department of Aging
Request for Proposal

RFP Number W100162

Date Issued: March 17, 2010

The state of Ohio, through the Department of Administrative Services, for the Ohio Department of Aging is requesting proposals:
To provide program and administrative functions for the Senior Community Service Employment Program (SCSEP) CFDA # 17.235. The successful bidder **must be community-based organization, non-profit corporation or public agency.**

INQUIRY PERIOD BEGINS: March 17, 2010

INQUIRY PERIOD ENDS: May 7, 2010

SUBMISSION DEADLINE: May 15, 2010; NO Later than 12:00 P.M. EST

OPENING DATE: May 15, 2010; Ohio Department of Aging, 50 W. Broad Street, 9th Floor, Columbus, Ohio 43215-3363

OPENING TIME: 2:00 P.M.

EXECUTIVE SUMMARY:

Senior Community Service Employment Program (SCSEP)

The Ohio Department of Aging (ODA) is seeking community based organizations, non-profit corporations, or public agencies to provide the necessary programs and administrative functions to effectively administer the SCSEP program as defined in [Title V of the Older Americans Act, SCSEP Final Rule 20 CFR 641 \(2004\)](#), and [SCSEP Performance Accountability Interim Rule, 20 CFR Part 641, Subparts A and G, 72 Federal Register 35832 \(June 29, 2007\)](#) of the U.S. Department of Labor regulations. This program is to promote community service and work-based learning for adults age 55 and over. It is also to promote unsubsidized employment opportunities. No sub-grants for program administration will be permitted under this grant. The SCSEP program is a federally regulated program. The program funding is split between national and state grantees. In Ohio ODA administers the program in 31 of Ohio's 88 counties.

STRUCTURE OF THE RFP:

Proposals must be submitted in hard copy (one copy) and in PDF format (CD).

- **Proposals must be formatted thusly:**
 - **Side Margins set to 1-inch**
 - **Top & Bottom Margins set to .5-inch**
 - **Single Sided**
 - **Double Spaced**
 - **12 pt Font**
 - **Limited to 45 pages excluding the cover page, attachments, and examples.**
 - **Proposals must be submitted with the original signed in blue ink.**

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GENERAL INFORMATION

According to the amended Older Americans Act, the Senior Community Service Employment Program (SCSEP) is designed:

- to foster and promote useful part time opportunities in community service activities for unemployed low-income persons who are 55 years or older and who have poor employment prospects;
- to foster individual economic self-sufficiency; and
- to increase the number of persons who may enjoy the benefits of unsubsidized employment in both the public and the private sectors.

SERVICE AREAS DEFINED

Please see Attachment D to view the counties in which state SCSEP slots are placed. Applications to serve state SCSEP slots in counties not currently served by state SCSEP slots will not be considered.

Applicants may bid to serve all 31 counties or fewer. However, applicants must ensure that the counties proposed in their application are contiguous with the exception of Clark County. Applications proposing to serve non-contiguous counties will not be considered.

TERM OF GRANT

The initial term of the grant will be for a period beginning on July 1, 2010 and ending on June 30, 2011. The grant may be continued on an annual basis for up to five years based on availability of funds and grantee performance.

SCHEDULE OF EVENTS & SUBMISSION INSTRUCTIONS

Issuance of RFP: March 17, 2010

Questions Accepted and Responded to up to May 7, 2010.

Proposals Due: May 15, 2010

Award Notices Mailed: June 1, 2010

Services Begin: July 1, 2010

Bidders must submit one original proposal with all required original signatures in blue ink and one CD containing the electronic version of the proposal including all attachments in PDF format. Both the proposal and CD must be in the same sealed envelope.

The proposal submitted via the mail or hand delivered must be received at the ODA office by 12:00pm on or before May 15, 2010. The mailing address is:

Brenda Luke, CPPB
Purchasing Manager
Ohio Department of Aging
50 W. Broad Street 9th floor
Columbus, OH 43215-3363

ODA will not be responsible for picking up proposals.

Late proposals will not be considered.

Submissions in response to this RFP must contain the proposal and all required supporting information and documents as described in this RFP.

Bidders are strongly encouraged to clearly identify each component of the RFP in their proposals and in the order such were spelled out in the RFP.

AMERICANS WITH DISABILITIES ACT: *Special Aids to Execute Grant Application Available to Individuals with Disabilities.* The State of Ohio Department of Aging complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids or services or special modifications to apply for this state grant must contact Scott Layson at (614) 995-0883 no later than April 12, 2010, to make any necessary arrangements.

APPLICATION CHECKLIST

Please make this the first page of your grant application packet. You may recreate this page in Word or other software. However, the entire final document must be in PDF format.

Agency Name _____

Agency Information

Application Checklist (this page)

Program Specific Information

Content of Proposal: **Management**

Content of Proposal: **Technical**

Content of Proposal: **Budget**

Required Attachments with Signatures

SCSEP Contract (Attachment A)

W-9 Form (Attachment B)

Vendor EFT Form (Attachment E)

Vendor Information Form (Attachment F)

SCOPE OF REQUIRED SERVICES

Program Description: The Senior Community Service Employment Program (SCSEP) is a community service and work based training program for older adults. It is authorized by Congress in Title V of the Older Americans Act of 1965 to provide subsidized, part-time, community service work based training for low-income persons age 55 or older who have poor employment prospects. Through this program, older workers have access to the SCSEP services as well as other employment assistance available through the One-Stop Career Centers of the workforce investment system.

Goal: In addition to providing community service and part-time work based training, the program has a goal of placing participants into unsubsidized jobs. Program participants work an average of 20 hours a week, and are paid the highest of Federal or State minimum wage. They are placed in a wide variety of community service activities with non-profit and public organizations, including but not limited to day-care centers, senior centers, schools and hospitals. It is intended that these community service experiences provide benefit to the community and serve as a bridge to other employment positions that are not supported with Federal funds.

Available Services: Services available through the SCSEP program for assisting older workers are:

- Community Services - the program provides hundreds of thousands of community service hours to public and non-profit agencies, allowing them to enhance and provide needed services. Additionally, SCSEP participants support Ohio's aging network in a variety of aspects.
- Participant Services - Individual Employment Plan (IEP) development, orientation, community service placement, training specific to community service assignment, other training as identified in the IEP, supportive services, wages, fringe benefits, annual physicals, assistance in securing unsubsidized employment, and access to local One-Stop Career Centers.

Eligible Participants: Program participants must be at least 55 and have a family income of no more than 125% of the Federal poverty level. Enrollment priority is given to persons over age 60, veterans, and qualified spouses of veterans. Preference is given to minority, limited English-speaking, and Native American eligible individuals. Preference is also given to eligible individuals who have the greatest economic need. The program requirements are set forth under Subpart C, Grant Operations, contained in 20 CFR Part 641. To access the federal regulations on the web, go to:

Laws and Regulations

http://www.doleta.gov/Seniors/html_docs/regs.cfm

Priority of Service for Veterans

<http://www.dol.gov/VETS/E8-30166.pdf>

SCSEP Eligibility Rules

http://www.doleta.gov/Seniors/other_docs/TEGL12-06.pdf

Attachment 1 http://www.doleta.gov/Seniors/other_docs/TEGL12-06_Att1.pdf

Attachment 2 http://www.doleta.gov/Seniors/other_docs/TEGL12-06_Att2.pdf

Federal Poverty Guidelines

<http://www.doleta.gov/Seniors/pdf/TEGL12-08-PovertyGuidelines2009.PDF>

Permissible Training Activities

http://www.doleta.gov/seniors/Other_docs/04-04.pdf

Grantees under the Ohio Department of Aging SCSEP Program are expected to follow all applicable federal and state regulations.

Performance Goals

The following Performance Goals are in effect for this grant cycle and all efforts to attain these goals should be attempted. The statewide goals for the SCSEP program are negotiable with the federal SCSEP program, thus are subject to change at the subgrantee level (*Note: in this context, subgrantee refers to the successful bidder(s) of this RFP.*)

Entered Employment Rate of 32%

Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter

(b) Employment Retention Rate Goal of 60%

Of those participants who are employed in the first quarter after the exit quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter

(c) Average Earnings Goal of \$7,000

Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of those who exit during the period

(d) Service to Most-in-Need Goal of 2.6

Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided the number of participants who are active on the last day of the reporting period or who exited during the reporting period

(e) Service Level Goal of 110%

The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (slots).

(f) Community Service Level Goal of 80%

The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period.

POSITIONS AVAILABLE

SCSEP funding is based on the number of slots awarded to each grantee. This is the cost-per-participant calculation. ODA anticipates receiving approximately 520 slots for Program Year 2010 (PY 2010). However, the total number of slots and funding level available will not be known at the time of this RFP publication. As such, ODA reserves the right to adjust the awards to the successful bidder(s) based on final distribution of funds from the U.S. Department of Labor. Applicants may bid for all state SCSEP slots. Applicants may also bid for less than 100% of all state SCSEP slots. However, applications that bid to serve fewer than 100 state slots in total will not be considered.

Database Requirements

Grantees must have the capability to utilize the program specific database for compilation and management of participant records and other information. This web-based database system is the SCSEP Performance and Results Quarterly Progress Report System (SPARQ). This database is essential for reporting data to the federal SCSEP program. For more information regarding the database go to <http://scsep.mathematica-mpr.com/>.

CONTENT OF PROPOSAL

MANAGEMENT

The proposal *must* be organized in the following order, with the inclusion of all required supporting documentation.

- A Cover letter summarizing the proposal including the signature of the chief executive officer of the organization in the state of Ohio.
- Description of the Organization
- Describe in detail the purpose of the organization, programs operated and funding sources. Include the date the organization was founded, advisory board structure (if any), function, and description of membership.
- Describe your experience with aging, community service, and employment and training programs. (If no experience exists within one or more of the three programs listed, please describe how you will acquire the appropriate knowledge and expertise.)
- Describe your organization's experience in working with older adults. (If none, how and when will you cultivate these skills within your organization?)
- Describe your Agency and Project Administration
- Organizational Structure: Describe the organizational structure of the agency, including a description of the purpose and function of each organizational unit including the unit that will be connected with the SCSEP program.
- Staffing Pattern: Describe how the SCSEP unit will be staffed. Indicate the amount of time to be designated for each staff position assigned directly to the SCSEP program.
- Training of Staff: Describe the agency policy for staff training and describe the training that will be used to improve the knowledge, skills and abilities of the SCSEP staff.
- Staff Resumes: Provide resumes of all staff that will be directly involved with the administrative and/or programmatic responsibilities regarding the SCSEP program. If staff are to be hired upon grant reception, please provide detailed job descriptions in lieu of resumes.

Fiscal Management System

- Describe the fiscal management system for your agency. Describe in detail how the financial aspects of the SCSEP will be managed, including: how time cards will be approved and payroll will be processed, who will prepare the monthly financial reports, how fiscal reports will be prepared on an accrual basis, and the frequency of payroll dates. Describe how participants will receive their paychecks and paystub information. This can be hard-copy check or direct deposit or a combination thereof. Provide a statement of assurance that participants will not incur costs of any kind related to reception of paychecks, paystub information, or any other program related information or activity.

Project Evaluation Process

- Describe how the internal project evaluation will be accomplished; who or what position will be responsible for evaluation, what criteria will be used, and what methods will be used to prescribe remedial action when necessary.

Advisory Committee Involvement (for SCSEP):

- Describe any current or planned involvement of an advisory committee with regard to the SCSEP program.

Provide Copies of the Following Documents. (If not available, please explain)

- An organization chart which shows each division, where local SCSEP administration falls on the chart, and the reporting/hierarchical relationship of SCSEP within the organization.
- Agency's grievance procedures.
- Job descriptions for SCSEP project staff.
- Annual Report, CPA Report, or other reports which document the financial status of the agency.
- Written procedures for the evaluation of individual program activities (or a copy of the document used for evaluation). An example is outreach activities.
- IRS Tax Number
- Ohio Business License
- Federal non-profit status documentation

TECHNICAL

The narrative should be concise, relevant, and provide a clear explanation of the proposed project. Provide a clear description of each project function or activity listed below assuring adherence to SCSEP regulations and enabling the reviewers to clearly ascertain how the project will be implemented. Avoid reiteration of the SCSEP regulations. The following must be addressed:

- List the total number of slots you are applying to serve.
- List the specific counties and the exact number of slots within each county you are applying to serve.
- Recruitment: Describe how you will recruit individuals including those over age 60, veterans, eligible spouses of veterans, minority populations, those with low-literacy skills, those with limited English-speaking skills, and eligible individuals who have the greatest economic need.
- Certification of Eligibility for Initial and Continued Enrollment: Describe the process and schedule for certifying and re-certifying all participants and the action to be taken when participants are found to be ineligible for continued enrollment.
- Orientation for Participants and Host Agencies: Describe participant and host agency/work-site orientation procedures to be used. Include who will provide orientation, when, how, and what information will be provided verbally as well as in writing.
- Assessment and Reassessment of Participants: Describe the procedures to be followed when assessing participant interests, skill level, job readiness, job preferences, and supportive service needs. Specify any tools you will use (CAPS System, Choices CT, case-manager interview, etc) and indicate who will perform the assessments, how frequently they will be completed and how this information will be documented. Indicate your understanding and acceptance of the need to use ODA prescribed case management software should such be identified during the contract period.
- Individual Employment Plan (IEP): Describe how you will document that the IEP was developed in partnership with the participant and that it reflects the needs of the participant as indicated by the assessment, as well as the expressed interests and desires of the participant.
- Host Agency Assignment and IEP development: Describe how host agency assignments and their corresponding learning goals support the IEP and eventual placement in unsubsidized employment. Include a description of who will document this and how it will be documented.
- Case Management: Describe any tools and/or processes you will use to manage SCSEP participant cases. Include a detailed description illustrating: how you will maintain

participant files (hard-copy and e-copy); how your staff will write and utilize case notes (including planned frequency of contact and content framework); and where the single comprehensive, chronological case-note-record will be filed (hard-copy or e-copy) for each individual participant.

- **Development and Monitoring of Host Agencies/Work Sites:** Describe the types of host agencies/work sites to be used, the procedure and criteria for their selection, and assurance that the agency provides the appropriate support for older workers. Describe the procedures to be used for monitoring work sites including who will monitor, when, for what purpose, and how documentation will be maintained. Explain methods and procedures that will be used to determine that participating non-profit agency work sites are exempt from taxation under the provisions of Section 501c(3) of the IRS Code of 1954.
- **Host Agency Agreements:** Describe and/or provide the agreement that will be used with host agencies to assure that proper orientation, supervision, and safe working conditions will be provided to participants.
- **Placement into Host Agency Assignments:** Describe how placement of participants into host agency assignments will be accomplished. Include the types of community service activities that will be emphasized, methods to be used to match participants with work assignments, and the extent to which participants will be placed in work assignments involving administration of the SCSEP. Describe the procedure and criteria to be used for developing participant job descriptions for host agency placement.
- **Participant Job Performance Assessment:** Describe the procedure to be used for assessing participant performance at their host agency placement, including who will perform the assessment, frequency of the assessments, and how documentation will be maintained and utilized.
- **Reassignment of Participants:** Describe your process for determining a participant should be moved from one host agency placement to another. Describe the rationale for making such a move and how this will be documented.
- **Physical Examinations:** Describe the process that will be used for offering the initial physical examinations and succeeding annual physical examinations. Indicate how you will encourage participants to take advantage of the offer and how the offers will be documented. Describe what attempts will be made to secure physical examinations at no cost or low cost to the program.
- **Supportive Services:** Describe the supportive services to be provided to participants. Indicate the methods that will be used for determining needs and the resources available, the methods that will be used for follow-up, and how services will be documented. Describe coordination efforts with One Stop Job Centers.
- Describe the procedures to be used for ensuring services to applicants determined ineligible for the SCSEP program.
- **Training:** Describe how the need for job-related training prior to placement at a host agency will be determined, how it will be provided and by whom.
- **Placement into Unsubsidized Employment:** Describe in detail what methods, procedures and steps will be used for placing participants into unsubsidized employment. Describe how you will document that the participant has increased earnings as a result of training. Identify what staff positions will be responsible for participant employability planning, job development efforts, and private sector initiatives.
- **Follow-up After Placement in Employment:** Describe follow-up methods to be used for both unsubsidized placements and other terminations per federal guidelines.
- **Grievance Procedures:** Provide a copy of the agency grievance procedures along with a description of when it will be provided to participants. All participants that experience

administrative disciplinary action or are terminated for cause must be issued another copy of the procedures at the time of action or termination.

- Maintenance of Effort: Describe the steps to be taken to ensure compliance with the maintenance of effort federal regulation (20 CFR 641.844).
- Interagency Relationships: Describe your process and timeline for completing the MOU required with the One Stop System(s) located in your proposed service area. Describe any additional cooperative relationships and working linkages which exist or which will be established with Workforce Investment Act partner agencies, training programs, and with agencies concerned with or experienced in working with older adults. Indicate any other cooperative relationships that would assist program performance.
- Customer Satisfaction: Describe your internal process for assessing participant, host agency, and employer customer satisfaction. Describe how information derived from such assessment is used to enhance or change your program delivery.

BUDGET

The budget form is in Excel format and is available as Attachment A. This line item budget with descriptions is required. Your budget should include a 12% match of the total funds you are requesting. The match can be in-kind (typically a calculation of host-agency supervisor hours), cash or a combination of both. The Excel form automatically calculates your match requirement based on the number served and shows the number as being an in-kind match attributed to host-agency supervisor hours. You may include a short Supplemental Narrative section in your proposal that refers to the Excel formatted budget. However, this is not required and inclusion or exclusion of a Supplemental Narrative will have no bearing on the final proposal score or funding decision.

All costs must be categorized as either “administrative costs” or “program costs”

- Administrative costs—9.9%
- Program Costs
 - Participant Wages/Fringe Benefits—78.1%
 - Other Program Costs—12.0%

Administrative costs may be both personnel and non-personnel and both direct and indirect costs. The costs of administration are the costs associated with:

- Performing overall general administrative and coordination functions, including:
- Accounting, budgeting, financial and cash management functions;
- Procurement and purchasing functions;
- Property management functions;
- Personnel management functions;
- Payroll functions;
- Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
- Audit functions;
- General legal services functions;
- Developing systems and procedures, including information systems, required for these administrative functions.
- Oversight and monitoring responsibilities related to administrative functions.
- Cost of goods and services used for administrative functions of the program.

- Travel costs incurred for official business in carrying out administrative activities or the overall management of the program.
- Costs of information systems related to administrative functions.

Program costs include but are not limited to:

- Participant Wages and Fringe Benefits:
- No less than seventy eight and one tenth percent (78.1%) of the total amount of this project must be expended for Participant Wages and Fringe Benefits (PWFB). Physical examinations, which are per participant per State Fiscal Year (July 1 to June 30) are considered a fringe benefit. Allowable fringe benefits are discussed in 20 CFR 641.565 of the regulations for the SCSEP program. (Note: Unemployment Insurance is not an allowable fringe benefit and should not be budgeted.)
- Participant wages shall be based on the state or federal minimum wage, whichever is higher.
- Fringe Benefits are limited to FICA (including Medicare) and Workers Compensation.
- Participant hours should be budgeted at no more than 20 hours per week.

Supportive Services costs include participant eye glasses and exams, transportation, counseling and other supportive services to assist participants in successfully participating in the program. Please see 20 CFR 641.545 for the definition of supportive services.

It is recommended that the bidder review federal regulations regarding allowable costs before submitting a proposal. Pertinent regulations regarding allowable costs and administrative rules begin at 20 CFR 641.800.

PROPOSAL REVIEW AND EVALUATION

EVALUATION

All proposals will first be reviewed for compliance with the submission requirements of the RFP. Proposals that fail to comply with all the requirements delineated in this RFP may be eliminated from further consideration. Any proposal may be rejected if the proposal is incomplete or if it deviates from the specifications stated in this RFP. ODA staff specifically reserve the right to reject any or all proposals that do not comply with submission requirements or to waive minor deviations that are immaterial to performance.

The proposal will next be reviewed to determine if the bidder demonstrates the knowledge/skill or experience and ability necessary to perform the grant. If the bidder does not demonstrate the requisite knowledge/skill or experience and ability, the grant will be rejected without further review.

Recommendations for the grant awards will be based on the scoring criteria as outlined in the following section.

DISQUALIFICATION

Any attempt by a bidder to influence a member of the ODA staff or proposal review team during the proposal review process will result in the elimination of the bidder's proposal from consideration.

SCORING CRITERIA AND POSSIBLE POINTS

ORGANIZATION QUALIFICATIONS.....30 pts

- Successful experience in working with older adults.
- Expertise regarding assessment and Individual Employment Plan development.
- Experience with employment and training programs. (Where applicable, success with WIA, TANF, SCSEP, etc.) Successful experience in working with older adults.
- Expertise regarding job search training, employment counseling, and employer relations.

MANAGEMENT OF COMMUNITY SERVICE PROGRAMS20 pts

- Indication of competence and sophistication of the proposing agency in managing community service programs as evidenced by the detailed description and responses to the management section of the proposal.

TECHNICAL38 pts

- Indication of bidder’s understanding of the work required to achieve the stated goals as evidenced by the completeness and responsiveness of the narrative describing the planned approach for:
 - Recruitment methods (3 pts)
 - Certification of Eligibility for Initial and Continued Enrollment (2 pts)
 - Orientation for Participants and Host Agencies (2 pts)
 - Assessment and Reassessment of Participants (2 pts)
 - Individual Employment Plan (IEP) (2 pts)
 - Host Agency Assignments and their relationship to the IEP (2 pts)
 - Case Management (3 pts)
 - Development and Monitoring of Host Agencies/Work Sites (2 pts)
 - Host Agency Agreements (2 pts)
 - Participant Job Performance Assessment (2 pts)
 - Reassignment of Participants (2 pts)
 - Supportive Services (2 pts)
 - Training (2 pts)
 - Follow-up After Placement in Employment (2 pts)
 - Maintenance of Effort (2 pts)
 - Interagency Relationships (2 pts)
 - Customer Satisfaction (2 pts)
 - Other (2 pts)

BUDGET.....10 pts

A clear and concise detailed budget as evidenced by the accuracy and completeness presented in the budget section. The budget must reflect appropriate costs in appropriate categories according to federal regulations.

OVERALL QUALITY OF APPLICATION.....2 PTS

The proposal should be professionally written and organized in the required order, with the inclusion of all required supporting documentation.

TOTAL POINTS POSSIBLE100

RULES OF SOLICITATION

Right to Award, Reject or Negotiate

The Ohio Department of Aging reserves the right to seek clarification of each proposal, and/or to award a grant without further discussion of the proposals submitted. Bidder shall specifically stipulate acceptance of all terms and conditions contained in the RFP. ODA reserves the right to reject any and all proposals received by reason of this request or to negotiate separately in any manner necessary to serve the best interest of the public. ODA reserves the right to amend or cancel this RFP without liability if it is in the best interest of the public to do so.

Appeal of RFP/Appeal of Grant Award

All appeals must be made in writing within 10 days of the rendering of the decision that is the subject of the appeal. Appeals must be addressed to:

Chief Legal Counsel
Ohio Department of Aging
50 W. Broad Street 10th Floor
Columbus, OH 43125-3363

Cost of Preparing the Proposal

Costs for developing a proposal are solely the responsibility of the bidder.

Proposal Amendments and Rules for Withdrawal

Unless requested by ODA, no amendments, revisions, or alterations to proposals will be accepted after the proposal due date. Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to ODA.

Conflict of Interest

A proposal shall not be considered for award if the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter related to any other bidder or with any competitor. The proposal must include a certified statement that the proposal was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the grant period, the grant shall be null and void and the Grantee shall assume all costs of this project until such time that a new grantee is selected.

Disposition of Proposals

One copy of the proposal will be retained in ODA grant files. The proposal of the successful bidder(s) will become a component of the grant agreement(s).

A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF AGING
AND

(CONTRACTOR)

THIS CONTRACT, which results from RFP W100162, Senior Community Service Employment Program, is between the state of Ohio, Department of Aging (the "State"), and _____ (the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written amendments to this RFP, the Contractor's proposal, and written, authorized amendments to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one page attachment to the RFP, which incorporates by reference all the documents identified above. The terms and conditions for the Contract are contained in this RFP. If there are conflicting provisions between the documents that make up the contract, the order of preference for the documents is as follows:

1. This Project and Contract is governed by the State Term Schedule No._____. If there are any conflicts between the State Term Schedule and this Contract, the State Term Schedule will prevail;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's proposal.

Notwithstanding the order listed above, purchase order, change orders and amendments issued after the contracts executed may expressly change the provisions of the contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the contract.

This contract has an effective date of the later of _____, 20____, or the occurrence of all conditions precedent specified in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF AGING

By:
Title:
Date:

By: Barbara E. Riley, Director
Ohio Department of Aging
Date:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

TERMS AND CONDITIONS

Instructions, Terms and Conditions for Bidding

I-1. Complete Competitive Sealed Bid with Authorized

Signature. Bidders must submit a complete, signed competitive sealed bid, which at a minimum, should include all of the pages of the Request for Proposal that require the bidder to respond, a CD with the complete proposal in PDF format, and any additional information or samples required by the Request for Proposal. Bids should be signed, in ink (blue is preferred), on the front page, after the checklist, of the Request for Proposal.

Ohio Department of Aging (“ODA”) must receive bids no later than 12:00 p.m. the day the bids are scheduled for opening. Bids received after 12:00 p.m. on the scheduled date for opening will be considered as late and will not be opened. ODA receives bids during the hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, except state observed holidays. ODA does not accept bids with insufficient postage or collect on delivery.

I-3. Where Bids must be Delivered. Bids must be delivered to the following address:

Ohio Department of Aging
RFP #W100162 Opening Date 5/15/2010
Brenda Luke, CPPB
Purchasing Manager
50 W. Broad Street, 9th Floor
Columbus, OH 4315-3363

I-4. How Bids May be Delivered. Each bid must be submitted in a sealed envelope or similar container with the **bid number clearly marked on the exterior**. If a bidder uses an express mail or courier service, the bid number must be clearly marked on the exterior of the express mail or courier service envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope with the bid number clearly marked on the inside envelope. A bid that is not properly and clearly marked and is inadvertently opened, before the scheduled bid opening time, may be disqualified without additional consideration.

I-5. Bids are a Public Record. Interested bidders may attend the opening of the bids. After bids are opened they are available for public review by interested parties. Once bids have been reviewed, they will be forwarded to the program manager to begin the evaluation and award process. After bids are opened they are public records as defined in Ohio Revised Code 149.43 and are subject to all laws appurtenant thereto. Bidder may request that certain information, such as trade secrets or proprietary data, be designated as confidential and not considered as public records. Material so designated shall accompany the bid and be in a sealed container duly marked, and shall be readily separable from the bid in order to facilitate public inspection of non confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment shall not be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the bid opening rests solely with the Department of Aging.

I-6. Withdrawal of Bid before Bid Opening. A bidder may withdraw its bid, by written request, any time after ODA receives the bid and before bid opening.

I-7. Withdrawal of Bid after Bid Opening. A bidder may by written request withdraw its bid after bid opening, if there is reasonable proof that an inadvertent mistake was made and the correction cannot be determined with reasonable certainty. “Inadvertent” means inattentive or unobservant; heedless; due to oversight; unintentional. If ODA suspects that the lowest bid contains a mistake, ODA may ask the bidder for written confirmation of its bid.

I-8. Correction of Bid before Bid Opening. If a bidder withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the bidder. The omission of a bidder’s signature or initials to a modification may result in the bid being determined to be not responsive. Any corrections must be completed off the premises.

I-9. Correction after Bid Opening. ODA may permit a bidder alleging an inadvertent error to correct its bid, after opening, only if the mistake and the correction are clearly evident from the bid and correction does not affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

I-10. Bids are Firm for 90 Days. Unless stated otherwise, once opened all Bids are irrevocable for ninety (90) days. Beyond ninety (90) days, bidder will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

I-11. Bidder May Request Clarification. If a bidder discovers an inconsistency, error or omission in this Request for Proposal, the bidder should request clarification from ODA as indicated on the front page of the Request for Proposal. Such clarification may be made only through the internet. Bidders should make their requests for clarification a minimum of five (5) working days before the date of bid opening unless otherwise noted on Page 1 of the RFP. No other form of clarification is acceptable. Failure of Bidder to comply may result in the Bidder being deemed not responsive.

I-12. Requests for Revisions or Additions to the Bid: Bidders are required to comply with all of the terms and conditions of the Request for Proposal, whether the bidder had actual knowledge of the terms and conditions of the Request for Proposal and regardless of any statement or omission in the bid that might indicate a bidder’s contrary intention. ODA will not agree to any additional or inconsistent terms or conditions proposed by the bidder. The terms and conditions of the Request for Proposal prevail over any inconsistent or additional terms or conditions of the bid proposed by the bidder.

I-13. ODA Modifications to the Bid. When it is necessary to modify an Request for Proposal, ODA does so by written addendum only.

I-14. Rejected Bids. ODA may reject any bid, in whole or in part, if any of the following circumstances are true:

(A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the Request for Proposal,

(B) the price of the lowest responsive and responsible bid is excessive in comparison with market conditions or with the purchasing agency’s available funds, or

(C) ODA determines that awarding any item is not in the best interest of the State of Ohio.

I-15. Bid Preparation. The State of Ohio assumes no responsibility for costs incurred by the bidder prior to the award of any Contract resulting from this Proposal. Total liability of the State is limited to the terms and conditions of a resulting Contract.

I-16. Damages Arising from Bid Specifications. A bidder may not be compensated for damages arising from inaccurate or incomplete information in the Request for Proposal specifications or from inaccurate assumptions based upon the specifications.

I-17. Evaluation of Bids. The contract will be awarded most responsive and responsible bidder as determined by ODA under the Ohio Revised Code (the “Code”). To protect the integrity of the competitive bid process, bids will be closed for public review once the evaluation and award process begins.

I-20. Responsive Bidder. A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

I-21. Responsible Bidder. ODA’ determination of a bidder’s responsibility includes the following factors:

- (a) experience of the bidder,
- (b) bidder’s financial condition,
- (c) bidder’s conduct and performance on previous contracts,
- (d) the bidder’s facilities,
- (e) the bidder’s management skills,
- (f) the bidder’s ability to execute the contract properly, and
- (g) review of Federal and the Ohio Department of Transportation debarment list.

I-24. Tie Bids. If two or more bidders score equally and are determined to be responsive and responsible, ODA may break the tie with the flip of a coin. ODA may assign “heads” and “tails” to the bidders. The coin flip may be conducted in the presence of the bidders, if they elect to be present, and is the final determination of the lowest, responsive and responsible bidder.

I-25. Information Requested: ODA may request additional information to evaluate a bidder’s responsiveness to the Request for Proposal or to evaluate a bidder’s responsibility. If a bidder does not provide the requested information, it may adversely impact ODA’s evaluation of the bidder’s responsiveness or responsibility.

I-26. Samples: ODA may require bidders, by Request for Proposal or by request during evaluation, to provide sample supplies or equipment or examples of work, at the bidder’s expense. Samples must clearly identify the bidder, the bid number, and the item the sample represents in the bid. ODA will return samples that are not destroyed by testing, at the bidder’s expense, upon the bidder’s timely request. ODA may keep the samples of the bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this Request for Proposal will not be evaluated and ODA may dispose of them in any way it chooses.

I-27. Suspension and Debarments. The Ohio Department of Aging will not award a contract for goods or services, funded in whole or in part with Federal funds, to a person who has been

suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <http://www.epls.gov/>.

I-28. Protests and Communications During Evaluation. Any bidder, who is not in agreement with the competitive bidding process used to make the award may file a protest. The protest must be timely and submitted in writing to the Chief Legal Counsel at the Ohio Department of Aging. Any attempt by the bidder, the bidder's agent(s), or any party representing the bidder to file a protest with any entity of the State of Ohio other than ODA may result in the bidder being deemed as not responsive. During the evaluation process, unless requested by ODA as part of the evaluation process, any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder, to submit correspondence that is determined by ODA to be an attempt to compromise the impartiality of the evaluation or any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the bidder. A determination to stay the proceedings or reverse an award determination will be at the sole discretion of the Chief Legal Counsel of the Ohio Department of Aging. The decision of the Chief Legal Counsel shall be final and conclusive unless any person adversely affected by the decision commences an action in a court of law.

I-29. Registration with the Secretary of State. By the signature affixed to this Bid, the bidder attests that the Bidder is:

(A) an Ohio corporation that is properly registered with the Ohio Secretary of State; or
(B) a foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable. Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

I-30. Certification Regarding Contract Eligibility With Other Governmental Entities: By the signature affixed on **Attachment (A)** Bidder hereby certifies that Bidder has not, within the last seven (7) years been the subject of any Government action to limit the Bidder's right to do business with the government. If the Bidder cannot so certify, the Bidder must provide a written explanation with the bid response.

I-31. Non-Collusion Certification: By the signature affixed on Page one (1) of the Bid, the Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted this bid, or the contents

thereof, or divulged any related information or data to any association or to any member or agent of any association.

I-32. Specifications. The Ohio Department of Aging is authorized to prepare specifications to obtain supplies and services. The purpose of the specification is to describe the supplies or services to be purchased and will serve as a basis for comparison of bid responses. The department may use any form of specification it determines to be in the best interest of the State and that best describes the supplies or services to be purchased. Specifications may be in the form of a design specification, a performance specification or a combination thereof. If the department determines that a design, performance or combination specification is not in the best interest of the State, it may use brand name or equal specifications. Where a brand name or equal specification is used, use of the brand name is for the purpose of describing the base standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent supplies or services to those designated will be considered for award. The department may also use a qualified products list of the federal government or may develop a qualified products list applicable to the State of Ohio. When developing a qualified products list, the department shall solicit a sufficient number of suppliers to ensure maximum coverage with providers of the supplies or services. Any supplier, not solicited, may request inclusion on the qualified products list. Potential suppliers will be required to furnish exact samples of the supplies or services to be provided for testing and examination by the State. Only those supplies or services that conform to the state's requirements will be considered for inclusion on a qualified products list. The department may also use a brand specific specification when it is determined that the identified brand name supplies or services will satisfy the State's need in the most cost efficient manner, when the identified brand name supplies or services are necessary to protect the health and well-being of clients of the state, when emergency conditions will not permit acceptance of alternate brand name supplies or services, and when there are two or more authorized stocking distributors available to provide the required brand specific supplies or services. Final approval of, revisions to, and cancellation of the specifications for supplies and services or the proposed criteria and methodology for establishing and maintaining a qualified products list shall be the responsibility of the Ohio Department of Aging.

I-34. Elections Law. Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13. The Contractor is solely responsible to know the requirements and limitations set forth in the above-referenced Divisions of O.R.C. Section 3517.13, and to comply with those requirements and restrictions. The Contractor shall not accept a Contract and/or any purchase order issued under the Contract if the Contractor is unable to certify compliance with all provisions set forth in O.R.C. Section 3517.13. If the Contractor is unable to certify such compliance and accepts a Contract and/or purchase order issued under the Contract, ODA shall deem the Contractor in breach. As such, ODA may deem the Contract invalid and immediately cancel the Contract. If ODA cancels the Contract and applicable purchase order(s), the Contractor will be subject to all legal remedies available to the Ohio Department of Aging up to and including debarment from doing business with the State of Ohio. Also, any Contractor unable to certify compliance with the above-referenced provisions in O.R.C. Section 3517.13 (I) & (J) and Governor's Executive Order 2007-01S, that accepts the Contract and any purchase orders issued under the Contract, will be held financially liable for any additional costs incurred by ODA or other governmental entities placing orders under the Contract.

Standard Contract Terms and Conditions.

CONTRACT TERM PROVISIONS:

A. APPROPRIATION OF FUNDS. The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires. The current General Assembly cannot commit a future General Assembly to expenditure. Therefore, this contract will automatically expire at the end of a current biennium. The State may renew this Contract in the next biennium by issuing written notice to the contractor or by actions of the State of the decision to do so.

B. OBM CERTIFICATION. None of the rights, duties, or obligations in this contract will be binding on the State, and the Contractor will not begin its performance, until all of the following conditions have been met:

1. All statutory provisions under the Ohio Revised Code, including Section §126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. TERMINATION / SUSPENSION.

1. Contract Termination. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.

a. Termination for Default. If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.

b. Termination for Unremedied Default. If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.

c. Termination for Persistent Default. The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.

d. Termination for Endangered Performance. The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.

e. Termination for Financial Instability. The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

f. Termination for Delinquency, Violation of Law. The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

g. Termination for Subcontractor Default. The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.

h. Termination for Failure to Retain Certification. Pursuant to section §125.081 of the Revised Code, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) as certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.

i. Termination for Convenience. The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.

j. Termination, Effectiveness, Contractor Responsibilities. The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.

2. Contract Suspension. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest. In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. The notice of suspension, whether with or without cause will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

CONTRACT REMEDIES:

A. ACTUAL DAMAGES. Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.

B. LIQUIDATED DAMAGES. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.

C. DEDUCTION OF DAMAGES FROM CONTRACT PRICE. The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice to being issued to the Contractor by the State.

CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

A. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY. Contractor warrants that it is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

B. GENERAL REPRESENTATIONS AND WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will:

1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with Contractor's standard business practices attached.
4. That the Deliverables hereunder are merchantable and fit for the particular purpose described in this contract. Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

5. The Contractor has the right to enter into this Contract.
6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
8. The Contractor has good and marketable title to any goods delivered under this Contract and which title passes to the State.
9. The Contractor has the right and ability to grant the license granted in Deliverable in which title does not pass to the State. If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

C. INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractors performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors. The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

D. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

GENERAL PROVISIONS:

A. AMENDMENTS. No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties

B. ASSIGNMENT / DELEGATION. The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

C. AUDITS. The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate. During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Agreement. The Contractor shall, for each subcontract in excess of two thousand five hundred (\$2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. The Contractor must provide access to the requested records no later than (5) five business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

D. CONFIDENTIALITY. The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential. The Contractor's obligation to maintain the confidentiality of the information will not apply where it:

(1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence;

(2) is independently developed by the Contractor;

(3) is or becomes publicly available without breach of this Contract;

(4) is rightfully received by the Contractor from a third party without an obligation of confidence;

(5) is disclosed by the Contractor with the written consent of the State; or

(6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production. The Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract. The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

E. CONTRACT CONSTRUCTION. This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.

F. CONTRACTOR DISCLOSURE; LOCATION OF SERVICES, DATA. As part of this Agreement, Contractor shall disclose the following:

1. The location (s) where all services will be performed; and
2. The location(s) where any state data applicable to the contract will be maintained or made available; and
3. The principal location of business for the contractor and all subcontractors.

Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

G. DRUG FREE WORKPLACE. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

H. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

I. FORCE MAJEURE. If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to

the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term “force majeure” means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

J. GOVERNING LAW / SEVERABILITY. This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.

K. HEADINGS. The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.

L. NOTICES. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract.

M. ORDER OF PRIORITY. If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.

N. STRICT PERFORMANCE. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

O. SURVIVORSHIP. All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.

P. TAXES. The State is exempt from all state and local taxes and does not agree to pay any taxes.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

S-1. Contract Components. This Contract consists of the complete Request for Proposal, including the Instructions to Bidders, Terms and Conditions for Bidding, the Standard Contract Terms and Conditions, the Supplemental Contract Terms and Conditions, the Special Contract Terms and Conditions, the bid specifications and any written addenda and contract amendments to the Request for Proposal; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents (“Contract”).

S-2. Compensation. In consideration for Contractor’s performance each participating state agency will pay Contractor directly at the rate specified in the Contract. Payments may be made an OSS/OBM warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management.

S-3. Term of Contract. This Contract is effective upon the projected beginning date on the Request for Proposal cover page or upon signature of ODA whichever is later in time. This Contract will remain in effect until the projected ending date on the Request for Proposal cover page or until the Contract is fully performed by both parties or until it terminates in accordance with the Ohio constitutional or statutory limitations in Section 1 of the Contract Terms and Conditions or until it is canceled or terminated, whichever occurs first. State contracts may not extend beyond a biennium. If the term of this Contract extends beyond a biennium, the Contract will terminate on the last day of the current biennium. At that time, ODA may renew this Contract by letter to Contractor no later than July 1, of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

S-4. Contract Renewal. This Contract may be renewed solely at the discretion of ODA for a period of one year. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed five years (5) unless ODA determines that additional renewal is necessary.

S-5. Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified by the participating state agency on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to a participating state agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Section II, "Contract Remedies", as described in the Standard Contract Terms and Conditions or any other remedy at law.

S-6. Workers' Compensation. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.

S-8. Contract Compliance. The participating state agency will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction(s).

S-9. Ohio Ethics. All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Strickland's Executive Order 2007-01S for Ethics. In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other Contracts with the state of Ohio up to and including debarment. Contractor certifies that it is currently in compliance and will continue to adhere to the Requirements of Ohio ethics laws. Executive Order 2007-01S is available for review at www.governor.ohio.gov, click on Governor's Office and then on Executive Orders.

S-10. Declaration of Material Assistance. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

(a) I have **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;
or

(b)(1) I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.
and,

(2) I have either precertified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as directed on page 2 of the Request for Proposal. I further certify that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

County	Anticipated ODA SCSEP Slots Available
Highland County, OH	3
Vinton County, OH	5
Hocking County, OH	8
Athens County, OH	9
Lawrence County, OH	9
Medina County, OH	9
Carroll County, OH	9
Brown County, OH	10
Holmes County, OH	10
Meigs County, OH	10
Pickaway County, OH	10
Ashland County, OH	11
Geauga County, OH	11
Pike County, OH	11
Adams County, OH	12
Summit County, OH	12
Gallia County, OH	13
Jackson County, OH	14
Richland County, OH	14
Trumbull County, OH	15
Clark County, OH	18
Fairfield County, OH	20
Portage County, OH	21
Ross County, OH	21
Wayne County, OH	21
Franklin County, OH	22
Lake County, OH	25
Tuscarawas County, OH	26
Scioto County, OH	35
Cuyahoga County, OH	49
Stark County, OH	57
Total	520



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT OF EFT PAYMENTS

SECTION 4

- Whereby authorize Ohio Office of Budget and Management to initiate credit entries to our account in the financial institution identified above and also debit entries, if necessary, for any credit entries that are determined to be in error. We additionally authorize the financial institution to credit or debit the same to our account.
- This authority is to remain in effect until revoked by us in writing to Ohio Shared Services.

SIGNATURE:	DATE: <input style="width: 80%;" type="text"/>
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OSS USE ONLY:

DATE RECEIVED	DATE ENTERED	INITIALS	OAKS VENDOR ID NUMBER
<input style="width: 95%;" type="text"/>			



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT OF EFT PAYMENTS

INSTRUCTIONS FOR COMPLETING THE AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT OF STATE WARRANTS

SECTION 1

- A. Place a check-mark to indicate the type of transaction:
"Add" indicates a **new** authorization
"Change" indicates a **change** to an existing authorization
"Delete" indicates a request for **termination** of direct deposit
- B. Enter the complete name and address of the company or individual participating in the EFT program.
- C. Enter your company's Federal Tax Identification number or your Social Security number if you, as an individual are participating. If you are a state employee, please enter your e-code number.

SECTION 2 AND SECTION 3

- A. Enter the name and address of the financial institution authorized to conduct transaction. Complete Section 2 if you are changing your banking information.
- B. Place a check-mark to indicate the type of account to which funds are to be deposited. Enter the financial institution's Transit Routing/ABA number in the spaces provided. This is a nine digit number that is shown on your check. It may also be obtained by contacting your financial institution and requesting its Transit Routing/ABA number.
- C. Enter the account number to which the EFT Transactions are to be accredited. If less than 17 characters are needed, begin at the left margin and leave any unused spaces blank.

An e-mail or faxed version of this form is not acceptable as a signature is required. Forward the signed authorization form along with a copy of a voided check for a checking account or "spec sheet" from your financial institution for a savings account to:

Ohio Shared Services
ATTN: Vendor Maintenance
4310 E. Fifth Ave. Columbus, OH 43219

SUBMIT FORM TO:

Mail: Ohio Shared Services
ATTN: Vendor Maintenance
4310 E. Fifth Ave. Columbus, OH 43219

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
E-mail: vendor@ohio.gov



VENDOR INFORMATION FORM

All applicable parts of the form must be completed by the vendor and returned to Ohio Shared Services signed.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

- NEW (W-9 OR W-8ECI FORM ATTACHED) ADDITIONAL ADDRESS (PROVIDE COPY OF INVOICE OR LETTER)
 CHANGE OF ADDRESS (PROVIDE ADDRESS TO BE REPLACED IN THE COMMENTS BOX ON NEXT PAGE)
 CHANGE OF TIN (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)
 CHANGE OF NAME (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)
 CHANGE OF PAYTERMS CHANGE OF CONTACT CHANGE OF PO DISPATCH METHOD

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

LEGAL BUSINESS NAME: (MUST MATCH W-9 OR W-8ECI FORM)

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

TAXPAYER ID # (TIN):

BUSINESS ENTITY: NOTE: IF SOLE PROPRIETOR, THE INDIVIDUAL'S NAME MUST APPEAR IN LEGAL BUSINESS NAME

- CORPORATION PARTNERSHIP SOLE PROPRIETOR
 NON PROFIT INDIVIDUAL
 OTHER (PLEASE EXPLAIN)

INDUSTRY CLASSIFICATION:

STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS

ADDRESS:

COUNTY:

CITY:

STATE:

ZIP CODE:

Submission of Quotations and Additional Offeror Responsibilities:

1. Inquiries:

Offerors may make inquiries regarding this RFP at any time during the inquiry period listed on cover page. To make an inquiry, Offerors must use the following process:

- 1.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- 1.2 From the Navigation Bar on the left, select "Find it Fast";
- 1.3 Select "Doc/Bid/Schedule#" as the Type;
- 1.4 Enter AGE and the RFP Number found on Page 1 of the document;
- 1.5 Click "Find it Fast";
- 1.6 On the document information page, click "Submit Inquiry";
- 1.7 On the document inquiry page, complete the required "Personal Information" section by providing:
 - 1.7.1 First and last name of the prospective Offeror's representative who is responsible for the inquiry;
 - 1.7.2 Name of the prospective Offeror;
 - 1.7.3 Representative's business phone number; and
 - 1.7.4 Representative's e-mail address.
- 1.8 Type the inquiry in the space provided including;
- 1.9 A reference to the relevant part of this RFP;
- 1.10 The heading for the provisions under question; and
- 1.11 The page number of the RFP where the provision can be found.
- 1.12 Click "Submit".
- 1.13 Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.
- 1.14 Offerors may view inquiries and responses using the following process:
 - 1.14.1 Access the State Procurement Web Site at <http://www.ohio.gov/procure>;
 - 1.14.2 From the Navigation Bar on the left, select "Find it Fast";
 - 1.14.3 Select "Doc/Bid/Schedule#" as the Type;
 - 1.14.4 Enter "AGE" and the RFP Number found on Page 1 of the document;
 - 1.14.5 Click "Find it Fast";
 - 1.14.6 On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.
- 1.15 The State will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 A.M. on the inquiry end date.
- 1.16 When an amendment to this RFP is necessary less than two (2) days before the RFP due date, the State may extend the RFP due date through an announcement. Amendment announcements may be provided any time before 5:00 P.M on May 12, 2010

SECTION 4 – REMIT TO ADDRESS (IF DIFFERENT THAN ABOVE)

ADDRESS:

CITY:

STATE:

ZIP CODE:

SECTION 5 – CONTACT INFORMATION AND PERSON TO RECEIVE PURCHASE ORDER

NAME:

WEB SITE:

PHONE:

FAX:

E-MAIL:

SECTION 6 – IS YOUR BUSINESS CURRENTLY CERTIFIED AS? (PLEASE CHECK)
 MBE (MINORITY BUSINESS ENTERPRISE)
 EDGE (ENCOURAGING DIVERSITY, GROWTH, & EQUITY)
 N/A
SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE, OTHERWISE NET 30 WILL BE APPLIED BY DEFAULT)
 2/10 NET 30
 NET 30
 NET 45
 NET 60
 NET 90
SECTION 8 – PURCHASE ORDER DISTRIBUTION-OTHER THAN USPS MAIL (INPUT E-MAIL ADDRESS OR FAX # BELOW)

E-MAIL:

FAX:

SECTION 9 – PLEASE SIGN & DATE

SIGNATURE:

DATE:

SECTION 10 – AGENCY CONTACT INFORMATION

AGENCY NAME:

PHONE NUMBER:

E-MAIL:

COMMENTS:

SUBMIT FORM TO:

Mail: Ohio Shared Services
4310 E. Fifth Ave. Columbus, OH 43219

Fax number: (614) 485-1039

E-mail: vendor@ohio.gov

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781

E-mail: vendor@ohio.gov

The following is a template of the grant agreement the selected bidder will be required to sign. An original agreement will be mailed May 28, 2010, with the Selection Notice, to the selected bidder.

**2010 Senior Community Services Employment Program
Grant Agreement between the Ohio Department of Aging and
(Sub-grantee Name)**

1. This is a Grant Agreement between the Ohio Department of Aging (ODA), located at 50 W. Broad St., 9th Floor, Columbus Ohio, 43215 and the (Sub-grantee Name) (Sub-grantee), located at (Sub-grantee Address).
2. The source of these funds is U.S. Department of Labor, Senior Community Services Employment Program (SCSEP), CFDA #17.235. **The period of award is July 1, 2010 through June 30, 2011.** This Agreement shall expire on the last day of the grant, except that the obligation of the Sub-grantee with regard to reporting, closeout and record keeping shall remain in effect until met.
3. Funding level approvals and/or changes are identified by a Notice of Grant Award (NGA). The initial NGA will be distributed upon the execution of this agreement.
4. ODA hereby grants funds to the Sub-grantee who agrees to use these funds solely to support the 2010 SCSEP as described in RFP number W100162.
5. As a sub-recipient, Sub-grantee is responsible for adhering to all ODA policies and procedures as well as all state and federal rules and regulations. Sub-grantee also agrees to meet the Business Transaction requirements of Ohio Revised Code (ORC) Section 2909.33.
6. Sub-grantee agrees that all expenses charged or allocated to this grant must be reasonable, allowable and allocable as those terms are defined in 2 CFR 230 (OMB Circular A-122) for Non-Profit Organizations or 2 CFR 225 (OMB Circular A-87) for Local Government. All expenses incurred or allocated must be supported by appropriate worksheets and/or time studies, signed contracts, purchase orders, requisitions, payroll records, bills or other evidence of liability consistent with the grantee's established procurement procedures. All expenses must be incurred on or before the last day of the award period. No expense incurred after **June 30, 2011** may be charged to the 2010 SCSEP. Unless the Sub-grantee receives prior approval from ODA, any funds not earned during the award period will lapse and no cash or grant carryover will be allowed. Sub-grantee must liquidate all obligations **within 60 days** of the end of the award period.
7. Sub-grantee agrees that neither the Sub-grantee nor any subcontractor of the Sub-grantee, nor any person acting on behalf of Sub-grantee or any subcontractor, will, in the employment of any person qualified and available to perform the work to which this Agreement relates, discriminate by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person. Sub-grantee further agrees that neither Sub-grantee nor any subcontractor of Sub-grantee, nor any person

acting on behalf of Sub-grantee or any of its subcontractors, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, color, religion, sex, military status, national origin, disability, age or ancestry.

8. Sub-grantee agrees that ODA's obligations under this Agreement are subject to a determination by the Director of ODA that sufficient funds have been appropriated by the Ohio General Assembly and remain available for the purposes of the Agreement, and to the certification of the availability of such funds by the Director of the Ohio Office of Budget and Management, as required under section 126.07 of the ORC.
9. Sub-grantee affirmatively represents and warrants to the State that it is not subject to a finding for recovery under ORC 9.24, or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to receive funding from ODA. Sub-grantee agrees that if this representation and warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties, and any funds paid by the State hereunder shall be immediately repaid to the State or an action for recovery may be immediately commenced by the State for recovery of said funds.
10. Sub-grantee agrees to maintain all records relating to costs, work performed and supporting documentation as defined in 45 CFR Part 74 for non-profit organizations and 45 CFR Part 92 for Local Governments. Files must be maintained during the award period and for 3 years from the date of submission of the final Request for Funds report. Sub-grantee agrees to make all records available in a timely manner for unrestricted review or audit by the State of Ohio (including, but not limited to ODA, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials). If an audit is initiated before the expiration of the 3 year period, Sub-grantee shall retain all records until the audit is concluded and all issues are resolved (including any final settlement process).
11. Sub-grantee agrees to follow all program reporting requirements as described in RFP number W100162.
12. These funds will be advanced to the Sub-grantee upon request. Sub-grantee agrees to use the appropriate ODA Request for Funds form (RFF) and Expenditure Report. Sub-grantee agrees to submit the RFF **no later than noon every other Tuesday** beginning **no later than 15 days** after execution of this agreement and receipt of ODA's Notice of Grant Award. ODA will make every effort to make requested funds available to the Sub-grantee within 14 calendar days from receipt of the signed RFF.
 - A. Requests for Funds forms must be submitted by fax or electronically, followed by an original signed form mailed to:

Ohio Department of Aging
Attn: Fiscal Executive Secretary
50 W. Broad St., 9th floor
Columbus, Ohio 43215.
Phone: (614) 466-3755 ~ Fax: (614) 728-6802
Email: ODA_Fiscal_RFF@age.state.oh.us

- B. Sub-grantee agrees to submit a monthly Expenditure report by the 20th of each month showing information as of the end of the prior month. The first monthly Expenditure report is due **August 20, 2010**. A final Expenditure report, with a trial balance for the program period with all balance sheet and income statement accounts as backup documentation shall be submitted no later than **September 20, 2011**. The final Expenditure report must include supplemental worksheets that support the figures reported and the calculations necessary to reconcile the figures on the trial balance and income statement to the final Expenditure report. The supplemental worksheets must include identification of the account codes and a detailed crosswalk so that the backup documentation can be linked to the figures on the final Expenditure report. Submission of this documentation does not preclude ODA from requesting Sub-grantee to demonstrate the process used to develop the reported figures.
 - C. Sub-grantee agrees to return to ODA any funds advanced greater than actual expenses no later than **September 20, 2011**. If funds are returned to ODA, please indicate the source and program period of those funds. **Make check payable to "Ohio Treasurer Kevin L. Boyce"** and mail to the address noted in 12A above.
 - D. All applicable state and federal cash management policies and regulations apply to these funds – including those regulations requirement the Sub-grantee to return certain amounts of interest earned on federal funds to the federal government. To remit interest earnings, **make check payable to "U.S. Department of Health and Human Services"** and mail to the address noted in 12A above. In addition to such state and federal regulations, the Sub-grantee agrees to follow sound business and financial practices with respect to such funds.
13. Sub-grantee certifies that it understands Ohio Ethics and conflict of interest laws, is aware of Executive Order 2007-01S as signed by Governor Strickland, and will do nothing inconsistent with those laws or that order.

I hereby agree to the conditions listed above.

(Sub-grantee Agency Director) Date
(Sub- Grantee Name)

Barbara E. Riley, Director Date
Ohio Department of Aging

(Your Organization's Name Here) SCSEP Budget NarrativeTotal Number of SCSEP Slots: 0

Total Dollar Amount Requested: \$ -

Total Match Value Required: \$ -

For a live Excel version of this document please email Brenda Luke at bluke@age.state.oh.us
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	Federal Funds	Federal Admin. Must be no more than 9.9%	Federal PW/FB Must be no less than 78.1%	Non-Federal Funds	Total Federal and Non-Federal
Administration				-	-
Participant					
Wages					-
Fringe Benefits					-
Participant Total	-				-
Other Program					
Salaries				-	-
Salaries (Match)				-	-
Fringe Benefits				-	-
Travel				-	-
Equipment				-	-
Supplies				-	-
Contractual				-	-
Other				-	-
Indirect Charges	-			-	-
Other Program Total	-				-
Grant Total	-			-	-