



Department of  
Job and Family Services

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

April 25, 2014

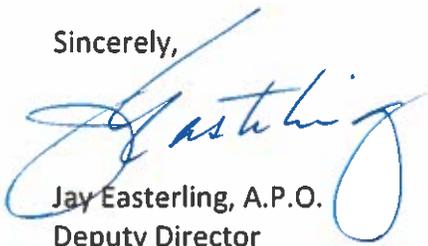
Dear Applicant:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Grant Applications (RFGA) Number JFSR1415178076, for the purpose of soliciting proposals from government entities or non-profit organizations in Ohio for funding for the implementation of a regionally-based Refugee Social Services Program (RSSP) to assist eligible refugees in becoming self-sufficient. Through this RFGA, ODJFS seeks proposals (also referred to as applications) with specific project descriptions focusing on outcomes and strategies for achieving intended performance. Successful applications will define project plans that would provide eligible refugees with a range of services to address unemployment challenges and barriers to employment, such as language, education, and transferable work skills.

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

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

Sincerely,



Jay Easterling, A.P.O.  
Deputy Director

30 East Broad Street  
Columbus, Ohio 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

An Equal Opportunity Employer and Service Provider

# **REFUGEE SOCIAL SERVICES PROGRAM**

**RFGA # JFSR1415178076**

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

**REQUEST FOR GRANT APPLICATIONS (RFGA):**  
**Refugee Social Services Program**  
**RFGA #: JFSR1415178076**

**TABLE OF CONTENTS:**

<b>SECTION I.</b>	<b><u>GENERAL PURPOSE</u></b>	
<b>1.1</b>	<b>Purpose</b>	<b>1</b>
<b>1.2</b>	<b>Eligible Population</b>	<b>1</b>
<b>1.3</b>	<b>Background</b>	<b>2</b>
<b>1.4</b>	<b>Overview of the Project</b>	<b>2</b>
<b>1.5</b>	<b>Objectives of the Project</b>	<b>3</b>
<b>SECTION II.</b>	<b><u>PROCUREMENT PROCESS INFORMATION</u></b>	
<b>2.1</b>	<b>Anticipated Procurement Timetable</b>	<b>3</b>
<b>2.2</b>	<b>Internet Question &amp; Answer (Q&amp;A) Period; RFGA Clarification Opportunity</b>	<b>4</b>
<b>2.3</b>	<b>Communication Prohibitions</b>	<b>5</b>
<b>2.4</b>	<b>Time Frames and Funding Available</b>	<b>6</b>
<b>2.5</b>	<b>Program Resource Library</b>	<b>7</b>
<b>SECTION III.</b>	<b><u>APPLICANT EXPERIENCE AND QUALIFICATIONS</u></b>	
<b>3.1</b>	<b>Mandatory Qualifications</b>	<b>8</b>
<b>3.2</b>	<b>Applicant Qualifications</b>	<b>8</b>
<b>3.3</b>	<b>Staff Experience and Capabilities</b>	<b>9</b>
<b>SECTION IV.</b>	<b><u>WORK PLAN &amp; PROJECT OUTCOMES</u></b>	
<b>4.1</b>	<b>Scope of Project Work</b>	<b>10</b>
<b>4.2</b>	<b>Proposed Work Plan</b>	<b>11</b>
<b>4.3</b>	<b>Project Outcomes</b>	<b>12</b>
<b>SECTION V.</b>	<b><u>OTHER REQUIREMENTS</u></b>	
<b>5.1</b>	<b>Interview</b>	<b>13</b>
<b>5.2</b>	<b>Start Work Date</b>	<b>13</b>
<b>5.3</b>	<b>Application Costs</b>	<b>13</b>
<b>5.4</b>	<b>Trade Secrets Prohibition; Public Information Disclaimer</b>	<b>13</b>
<b>5.5</b>	<b>Grant Agreement Requirements</b>	<b>13</b>
<b>5.6</b>	<b>Sub-grantee(s)</b>	<b>14</b>
<b>5.7</b>	<b>Public Release of Records</b>	<b>15</b>
<b>5.8</b>	<b>Confidentiality</b>	<b>15</b>
<b>5.9</b>	<b>Key Personnel</b>	<b>15</b>
<b>5.10</b>	<b>Ethical and Conflict of Interest Requirements</b>	<b>15</b>
<b>5.11</b>	<b>Health Insurance Portability &amp; Accounting Act (HIPPA) Requirements</b>	<b>15</b>

<b>SECTION VI.</b>	<b>APPLICATION FORMAT &amp; SUBMISSION</b>	
<b>6.1</b>	<b>Application Submission</b>	<b>16</b>
<b>6.2</b>	<b>Format for Submission of the Application</b>	<b>16</b>
<b>SECTION VII.</b>	<b>CRITERIA FOR APPLICATION EVALUATION &amp; SELECTION</b>	
<b>7.1</b>	<b>Scoring of Application</b>	<b>19</b>
	<b>A. Phase I. Review-Initial Qualifying Criteria</b>	<b>20</b>
	<b>B. Phase II. Review-Criteria for Scoring the Technical Application</b>	<b>20</b>
	<b>C. Phase III. Criteria for Considering the Project Budget</b>	<b>21</b>
<b>7.2</b>	<b>Final Selection</b>	<b>21</b>
<b>SECTION VIII.</b>	<b>PROTEST PROCEDURE</b>	
<b>8.1</b>	<b>Protests</b>	<b>21</b>
<b>8.2</b>	<b>Caveats</b>	<b>22</b>
<b>SECTION IX.</b>	<b>ATTACHMENTS AND THEIR USES</b>	
<b>A.</b>	<b>Required Applicant Information and Certifications</b>	<b>23</b>
<b>B.</b>	<b>ODJFS Model Grant Agreement</b>	<b>23</b>
<b>C.</b>	<b>Technical Proposal Score Sheet</b>	<b>23</b>
<b>D.</b>	<b>Budget Form</b>	<b>23</b>

**REQUEST FOR GRANTAPPLICATIONS (RFGA):**  
*Refugee Social Services Program*

RFGA #: JFS-R-1415-17-8076

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

**1.1 Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Grant Applications (RFGA) in order to award funding to qualified applicants for the implementation of a regional Refugee Social Services Program (RSSP) to assist eligible refugees in becoming self-sufficient. ODJFS is seeking applications for this funding from government entities or non-profit organizations in Ohio; of particular interest are participants with specific project descriptions that focus on outcomes and convey strategies for achieving intended performance. Through this RFGA, proposals are solicited for six geographic regions throughout Ohio from organizations that can offer eligible refugees a range of services that will address the specific unemployment challenges of this population as well as barriers to employment such as language, education, and transferable work skills.

**1.2 Eligible Population**

ODJFS seeks to fund proposals (also referred to in this RFGA as ‘applications’) that would implement a regional approach to helping refugees obtain and maintain self-sufficiency through employment. For the purposes of this RFGA and any resulting grant agreements, “refugee” means an individual with original documentation issued by the United States Citizenship and Immigration Services (USCIS) or the Office of Refugee Resettlement (ORR) with one of the following statuses under the Immigration and Nationality Act (INA) of 1952:

- Admitted as a refugee under section 207 of the INA, 8 U.S.C. 1157;
- Granted asylum under section 208 of the INA, 8 U.S.C 1158;
- An alien who is a Cuban or Haitian entrant as defined in 45 C.F.R., part 401;
- An Amerasian admitted pursuant to section 584 of Public Law (Pub. L. No.) 100-202, as amended by Pub. L. No. 100-461;
- Paroled as a refugee or asylee under section 212 (d)(5) of the INA, 8 U.S.C. 1182;
- A victim of a severe form of human trafficking, as defined in the Victims of Trafficking and Violence Protection Act of 2000, 114 Stat.1464, 22 U.S.C. 7102, who has a letter documenting eligibility as such from ORR;
- A family member of a victim of a severe form of human trafficking, as defined by the Trafficking Victims Protection Reauthorization Act of 2003, Pub. L. No.108-193;
- An alien child issued an interim assistance letter from ORR pursuant to the William Wilberforce Victims Protection Reauthorization Act of 2008, 22 U.S.C. 7105;

- An Afghan or Iraqi alien admitted in accordance with Pub. L. No. 110-161 of the Consolidated Appropriations Act of 2008 and Pub. L. No. 110-181 of the National Defense Authorization Act for Fiscal Year 2008, who was granted a special immigrant visa under section 101(a)(27) of the INA; or
- A lawful permanent resident, provided the individual previously held one of the statuses identified in paragraphs (B)(10)(a) to (B)(10)(i) of rule 5101:1-2-40. The beginning date for eligibility for benefits is based on the entry date in the previous status.

### **1.3 Background**

The Ohio Refugee Services Program (ORSP) operates as part of a national and international effort to help individuals displaced from their countries find a new home and a new life. Individuals and families may be displaced by war; political, religious, or economic turmoil; and other factors beyond their control. ODJFS supervises a federally funded program of services and benefits designed to help refugees, asylees, Cuban/Haitian entrants, and selected others resettle in Ohio. The Refugee Service Section within the Office of Family Assistance is the ODJFS unit responsible for coordination and administration of refugee services in Ohio.

The goal of the ORSP is to help refugees and others granted refugee status achieve economic self-sufficiency and social adjustment, within the shortest time possible following their arrival in the U.S.

The ORSP is designed to integrate refugees into American society economically and socially, while helping them maintain their cultural heritage. Following their arrival in the United States, the major goal of the program is to help them find work to support their families. ORR provides grants to assist with the social service needs of the resettled populations after the initial 30 day resettlement and placement period ends. The funds are primarily for employment services such as English as a Second Language (ESL), job readiness, job placement, and job retention support services.

Each year ODJFS receives a formula RSSP allocation from ORR to provide employment and other services to refugees in Ohio. In the past, ODJFS has allocated funding to eligible counties which could then choose to contract for service provision. Due to recent years' expansion of Ohio's refugee population, beginning October 2014, ODJFS has decided to provide RSSP services by contracting directly with service providers in six regions across the state. This will allow ODJFS to explore a full range of services for each region.

### **1.4 Overview of the Project**

ODJFS seeks to fund proposals that will develop and implement a comprehensive approach to the delivery of a RSSP for a specified region of Ohio. ODJFS will award grants to qualified organizations to provide employability services designed to enable refugees to obtain jobs within one year of becoming enrolled in services and to achieve self-sufficiency as soon as possible.

ODJFS seeks to fund six regions of the state with this RFGA. To better provide services to the refugee population, ODJFS is looking for a provider of services to be able to serve several contiguous counties in a geographic region. At a minimum, the provider must be able to provide services to the counties listed in the geographic region they are applying for. ODJFS intends to select one provider for each of the six geographic regions listed below (however, the final number of awards may be changed at ODJFS discretion due to factors of proposal quality, etc.):

1. Central Ohio: Franklin, Delaware, Fairfield, Licking, Madison, Pickaway, and Union.
2. Southwestern Ohio: Hamilton, Butler, Clermont, and Warren.
3. Northeastern Ohio: Cuyahoga, Geauga, Lake, Lorain, and Medina.
4. Northern Ohio: Summit, Portage, Stark, and Carroll.
5. Western Ohio: Montgomery, Greene, and Miami.
6. Northwestern Ohio: Lucas, Fulton, Ottawa, and Wood.

An applicant may apply for more than one geographic region, but the applicant must demonstrate how it is able to serve each geographic region separately. No other geographical regions will be considered. Each applicant must demonstrate in its application that while it can provide services in each county, it has a physical presence in the metropolitan county of each geographic region. The metropolitan county for each region is underlined above.

### **1.5 Objectives of the Project**

Successful proposals will describe effective plans to serve the refugee population with programs that provide services to increase refugees' employability or assist them in gaining employment. Proposals are to describe how services will be available to refugees in the following order of priority:

1. All newly arriving refugees during their first year in the U.S, who apply for services;
2. Refugees who are receiving cash assistance;
3. Unemployed refugees who are not receiving cash assistance; and
4. Employed refugees in need of services to retain employment or to attain economic independence.

The goal of RSSPs is to ensure refugees are provided the necessary services to become employed and economically self-sufficient as quickly as possible. As the refugee population has increased over the past several years, ODJFS seeks to improve employment and self-sufficiency of the refugee population across the state. ODJFS seeks to fund the best proposals in each of the six geographical regions as identified in this RFGA.

Applicants must explain how they would provide services to achieve these objectives by including information on curriculum, staff training, program duration, and specifying measurable outcomes to be achieved.

## **SECTION II. PROCUREMENT PROCESS INFORMATION**

### **2.1 Anticipated Procurement Timetable**

DATE	EVENT/ACTIVITY
April 25, 2014	ODJFS Releases RFGA to potential applicants on DAS/ODJFS Web Sites; Q&A period opens: - RFGA becomes active; inquiries for RFGA clarification may be submitted.

May 20, 2014	Applicant Q&A period closes, 8 a.m.; <b>no further inquiries for RFGA clarification will be accepted.</b>
May 23, 2014	ODJFS provides Final Applicant Question & Answer Document (estimated).
<b>Wednesday, June 18, 2014 3 p.m.</b>	<b>Deadline for submission of applications to ODJFS (3 p.m.)</b> - This is the application opening date, beginning the ODJFS process of application review. <b>LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.</b>
July 10, 2014	ODJFS Issues Award Notification Letters (estimated) - Applicants that responded to this RFGA will be sent letters stating whether their application is accepted for an award.
October 1, 2014	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS agreements are not valid and effective until the state Office of Budget Management approves the purchase order (P.O.).
September 30, 2016	Project completion - All work must be completed and approved by ODJFS Agreement Manager.

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

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

## **2.2 Internet Question and Answer Period; RFGA Clarification Opportunity**

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

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- \* **Select “Doing Business with ODJFS” from the bottom of the page;**
- \* **Select “RFP’s” from the left side column;**
- \* **Select RFP Number *JFSR1415178076* from the list of competitive opportunities;**

- \* **Follow the link to the dedicated web page;**
- \* **Select “Submit Inquiry” near the bottom of the web page;**
- \* **Follow instructions there for submitting questions; or, to view posted questions and answers,**
- \* **Select “View Q and A” near the bottom of the web page.**

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

The State’s responses to all questions asked via the Internet, and in accordance with these instructions, will be posted on the Internet website dedicated to this RFGA, for public reference by any interested party. The State will not provide answers directly to the applicants (or any interested party) that submitted the question.

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

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

Requests for copies of any previous RFAs, RLBs, RFPs (or etc.) or for past applicant proposals, score sheets or grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. The State will only answer those questions submitted within the established time period for the Applicant Q&A process, and which pertain to issues of RFGA clarity, and are not requests for public records. The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

### **2.3 Communications Prohibition**

From the issuance date of this RFGA until awards are announced, there may be no communications concerning the RFGA between any applicant and any employee of ODJFS in the issuing office, or any other

ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFGA or the selection of the awardees.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Question & Answer (Q&A) Period; RFGA Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any organization that could submit an application in response to this RFGA;
3. As part of an interview process or clarification process initiated by ODJFS, which ODJFS deems necessary in order to make final selections;
4. If it becomes necessary to revise any part of this RFGA, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFGA;\* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal and Acquisition Services (OLAS).

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

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

If interested applicants have a need to communicate regarding this RFGA, they must contact ODJFS using one of the mechanisms provided for in Sections 2.2, Internet Question & Answer (Q&A) Period; RFGA Clarification Opportunity, or 2.3, Communications Prohibition, of this RFGA. Applicants are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any applications submitted to any address other than the one provided in Section 6.1 of this RFGA. Applications must be submitted to ODJFS in strict accordance with submission instructions provided in Section 6.1, Application Submission.

## **2.4 Time Frames and Funding Available**

This RFGA is released in order to select a maximum of six grantees, one for each of the six geographic regions as described in section 1.4, to operate regional RSSPs for the time period of October 1, 2014 through September 30, 2016. Due to the Ohio and Federal funding cycles involved, the selected applicants will be offered agreements that will be in effect from October 1, 2014 (or upon notification of all grant and funding

approvals), and ending June 30, 2015, and, at the option of ODJFS, renewal agreements covering the remainder of this stated time period.

The actual dollar amounts awarded for selected applications will be based on federal funding made available to ODJFS, and the number of grant applications which are both qualified and selected for award. The methodology used to distribute available funds to eligible regions is as follows:

- A. Forty percent is based on data derived from the reported number of new refugee arrivals received by each region in the most recent four completed fiscal quarters (as published by the U.S. Department of State Refugee Processing Center).
- B. Twenty percent is based on data derived from the reported number of new refugee arrivals and received by each region in the second and third most recent four completed fiscal quarters (as published by the U.S. Department of State Refugee Processing Center) and the number of asylees for the region matched in the most recent asylee report published by the U.S. Department of Health and Human Services Office of Refugee Resettlement Social Services.
- C. Thirty-five percent is based on the region's number of cash assistance eligible refugee recipients as compared to the total number of refugee recipients for all eligible regions for the most recent four completed fiscal quarters.
- D. Five percent is allocated equally among eligible regions throughout the state.

Applications are qualified if they are in accordance with the application submission requirements, and earn at least the minimum score requirements for quality and completeness of applications, as specified in this RFGA. Scoring and final selections will be completed by an Application Review Team (ART) selected by ODJFS. To make its final selection of applications which will receive awards, and to determine the size of those awards, ODJFS may, at its option, take into consideration application quality, reasonableness and appropriateness of the proposed budget; geographic diversity; rural and urban mix; local collaborations; and funding available.

ODJFS may, at its option, make selections based in part on geographical and demographic criteria in order to provide a wide range of services around the state, and in both urban and rural areas. Grant applicants are encouraged to prepare and submit applications and budgets which are both practicable and capable of achieving RSSP goals.

If funds are not adequately utilized by any grantees over the life of the project/agreement, ODJFS reserves the right to reduce an award, and at its discretion to increase the size of the award made to another grantee.

## **2.5 Program Resource Library**

Applicants may find that the background information on refugee services and programs located at: <http://jfs.ohio.gov/refugee/index.stm> that may be of interest.

### SECTION III. APPLICANT EXPERIENCE AND QUALIFICATIONS

#### 3.1 Mandatory Qualifications

In order to be considered for the grant agreements expected to result from this RFGA, ODJFS requires that interested applicants **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. ODJFS will only consider proposals submitted by either a government entity or non-profit organization in Ohio that is a direct service provider to low income populations.
- B. Applicants that are non-profits must submit a copy of the organization's current not for profit 501(c)(3) tax status determination letter from the IRS and filed with the Ohio Secretary of State in order to be considered for this project.
- C. Applicants must summarize how the staff they employ or entities they contract with:
  1. Have at least two years prior experience providing services to foreign-born persons;
  2. Speak the native languages of the clients. In 2013, Ohio had the highest percentages of refugees from the countries of: Bhutan, Somalia, Iraq, and Burma. These populations could change and the applicant must demonstrate how their staff will adapt to those changes; and
  3. Have experience working with refugees in employment, education, or other social services.
- D. Applicants must identify the geographic region they are applying for; and must demonstrate a physical location or office in the metropolitan county of that region.

The Technical Proposal Score Sheet (Attachment C to this RFGA) specifies additional requirements that must be met for acceptance and consideration of an application.

**Applications which do not meet all requirements referenced above will be disqualified from further consideration for grant award.**

#### 3.2 Applicant Qualifications

Applicants must include the following information on the organizations experience and qualifications:

- A. A description of the applicant's prior experience in providing employment readiness, job placement, acculturation, English language training, and citizenship and naturalization services (if applicable) to a low income population.
- B. A description of the indicators of the program effectiveness and quality, and outcomes achieved for similar programs. If the desired outcomes were not met, the proposal must include an explanation of the lessons learned and a proposal of changes for future success.
- C. A description of the applicant's work with resettlement agencies in the geographic region of application. (If chosen, the applicant will need to establish Memoranda of Understanding, or 'MOU,'

with all refugee resettlement agencies within their geographic region within two months of selection.)

- D. Letters of support from at least two different directors of two County Department of Job and Family Service (CDJFS) agencies within the geographic area for which the applicant is applying (all such letters must be included as part of the application and may not be submitted separately).
- E. A description of how the applicant will provide services to the maximum extent feasible in a manner that is culturally and linguistically compatible with a refugee's language and cultural background.
- F. Describe in full detail any partnerships. This includes participants' roles and functions (for the applicant and each individual partner organization). Information must include, at minimum, the following items: project roles of each organization; which partners will provide services; whether the partner organizations have collaborated with the applicant on this or similar projects in the past; how project implementation will be staffed; and how those staff members qualify to meet RFGA objectives. ODJFS will only consider awarding funds to organizations qualified to perform the work effectively and that will be accountable for programmatic outcomes and the proper expenditure of funds.

### **3.3 Staff Experience and Capabilities:**

The applicant must demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and resume(s) / curriculum vitae (CV). The applicant must, at minimum:

- A. Provide a list of key staff, their relevant work experience (including the subject and duration) and the duties they will perform under this proposal. Identify, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a project manager at service providers' office, a fiscal specialist, and a case worker who will work directly with refugees). Key staff must have at least a Bachelor's degree.
- B. Identify a project manager with have at least two years of experience working with employment and/or employability programs.
- C. Identify at least one **key** staff member with at least one year of experience within the last five years working with refugees or a recent immigrant population. The identified staff member(s) must be in a lead position on this project.
- D. Identify staff with experience providing direct services to the refugee population and experience in teaching adults. Staff to teach classes must have demonstrable experience in teaching adults and presenting adult educational programs related to employment training.

**Important: It is the affirmative responsibility of the applicant submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of applicant staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODJFS, all proposals submitted may become part**

**of the public record. ODJFS reserves the right to disqualify any applicant whose proposal is found to contain such prohibited personal information.**

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

### **4.1 Scope of Project Work**

ODJFS plans to award regional grants to qualified organizations in order to provide for employment and employability services designed to enable refugees to obtain jobs within one year of becoming enrolled in services, and ultimately, to achieve self-sufficiency as soon as possible.

Grantees must serve all eligible individuals residing in the geographic region they propose to serve according to the following order of priority:

- All newly arriving refugees during their first year in the U.S., who apply for Refugee Social Services
- Refugees who are receiving cash assistance;
- Unemployed refugees who are not receiving cash assistance; and
- Employed refugees in need of services to retain employment or to attain economic independence.

The grantee must serve all employable Refugee Cash Assistance recipients referred by any CDJFS in the geographic region they are serving. ODJFS is particularly interested in specific project descriptions that focus on outcomes and convey strategies for achieving intended performance. Project descriptions will be evaluated on the basis of substance and measurable outcomes, not length; extensive exhibits are not required. Cross-referencing should be used within proposals rather than repetition.

Proposals must include a detailed project work plan that describes the scope of the work proposed and a general overview of how the work will be performed. The project work plan is to be described with details such as how much work will be performed, by whom, using what resources, using what methods, achieving what outcomes, as measured by what standards, according to what time-lines, etc. The plan must include activities designed to result in employment which effectively increases economic security for the refugee within one year of the program enrollment. Plan activities must, at a minimum, include the following services for refugees:

- A. Employment-related case management to include employability assessment, development of a family self-sufficiency contract and an individual employability plan;
- B. Employability services designed to remove barriers to employment and to enhance the refugee's ability to achieve a job upgrade;
- C. English language assessment and, when needed, English language training conducted by English speakers;

- D. Employment placement and follow-up for at least the first ninety days after employment placement; and
- E. Development and weekly updating of the Refugee Services Web Tool with participant information, such as the completion of plans, the services being provided, and any employment gained. Selected grantees will be required to collect and maintain specific data on each component of their program and to submit quarterly reports in a standardized format, to be supplied by ODJFS. Each grantee must also agree to participate in any data collection or evaluation required by the federal Office of Refugee Resettlement.

Proposals should describe any unique features of the project, such as ongoing collaboration with local employers. Employment and employability services may include activities such as skills training, English language training, mentoring, and job search classes.

#### **4.2 Proposed Work Plan**

Grant applicants are to include, at minimum, the following narrative structures and technical approach for the proposed work plan. The applicant will:

- A. Explain the key objectives of the proposed project. [NOTE: Applicants are advised to refrain from simply restating the objectives as identified in Section 1.5 of this RFGA, but instead should identify and explain the specific objectives that would be met through the successful implementation of the proposed regional project.]
- B. Provide a technical approach and work plan that fully addresses, at minimum, the scope of the project work discussed in Section 4.1, above. The work plan is to be implemented within sixty days of the purchase order.
- C. Provide an organizational chart (including any sub-grantees and community partners), and specify the key personnel who will be assigned to this project.
- D. Indicate what geographical region(s) identified in section 1.4 they will serve.
- E. Demonstrate that it has a county collaboration of community partners. Proposals should include a list of organizations and cooperating entities who will work on this project along with a short description of the nature of their contributions and the counties the organizations serve.
- F. Demonstrate the ability to provide in-person translation services.
- G. Provide letters of support from:
  - 1. County departments of job and family services in at least two counties where they will be providing services to refugees, one of which must be a metro county, and,
  - 2. Other local groups where the applicant will provide services.

- H. Enter into a MOU with each of the local county department of job and family service agencies that are within the applicant's selected geographic area. Each MOU will be provided to ODJFS within sixty days of the purchase order and include the following components:
1. Description of the communication process between the applicant and the CDJFS;
  2. Description of the complaint/issue resolution process;
  3. Description of the client referral process;
  4. Description of the client sanctioning process for non-compliance; and
  5. Description of the reporting structure to the CDJFS.

### **4.3 Project Outcomes**

As stated in Section 4.1, Scope of Project Work, all proposals selected for funding through this RFGA process must include, at minimum, the following services: employment-related case management; employability assessment; development of an individual employability plan; development of a family self-sufficiency contract; employability services; English language assessment and training; and employment placement and follow-up. The project outcomes for each selected grantee will be specific to the details of that grantee's accepted project plan.

- A. The project plan must identify how many refugees are expected to be enrolled in services.
- B. The project plan must identify the process for: conducting employability assessments; developing individual employability plans; and developing family self-sufficiency contracts.
- C. The project plan must identify what services will be provided to RSSP participants in order to meet state goals for reducing or terminating public assistance, gaining employment, employment retention and for average hourly wage. The state goals for federal fiscal year 2014 established by the Office of Refugee Resettlement (ORR) are as follows: Forty-five percent of the participants of RSSP must obtain employment; thirty percent of the individuals who obtain employment must obtain full time employment with health benefits; seventy-six percent must retain employment for ninety days; and the average hourly wage for those who gain employment must be nine dollars per hour.
- D. The project plan must identify what service it will provide to assist refugees in attaining skills that will lead to job upgrades from part time (fewer than thirty-five hours per week) to full time (thirty-five or more hours per week) or a 2.5 percent increase in hourly wage.
- E. The project plan must specify who will be responsible for updating the Refugee Services Web Tool weekly. This requires inputting the participant's information, the completion of plans, what services are being provided and any gained employment.

**SECTION V. OTHER REQUIREMENTS****5.1 Interview**

Organizations submitting applications may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from the organization &/or the applicant. ODJFS reserves the right to select from responding applicants for interviews and may not interview all applicants. The grant applicant shall bear all costs of any scheduled interview.

**5.2 Start Work Date**

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

**5.3 Application Costs**

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

**5.4 Trade Secrets Prohibition; Public Information Disclaimer**

ODJFS shall consider all applications voluntarily submitted in response to any ODJFS RFGA to be free of trade secrets and such applications shall, in their entirety, be made a part of the public record. Prospective grantees are prohibited from including any trade secret information as defined in ORC 1333.61 in their applications in response to any ODJFS RFGA, Requests for Letterhead Bids (RLB) or other procurement efforts.

All applications and any other documents submitted to ODJFS in response to any RFGA, RLB, etc., shall become the property of ODJFS. After the selection of the grantee, any applications submitted in response to an RFGA are deemed to be public records pursuant to ORC 149.43. The term "application" shall mean both the technical proposal and (if separate and sealed apart from the technical proposal) the program budget, if opened, submitted by the prospective grantee, as well as any attachments, addenda, appendices, or sample products.

Any applications submitted in response to any ODJFS RFGA, RLB, etc., which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

**5.5 Grant Agreement Requirements**

- A. Any grant agreement resulting from the issuance of this RFGA is subject to the terms and conditions as provided in the model grant agreement, which is included as Attachment B of this RFGA;

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

## **5.6 Sub-grantee(s)**

Any grantee proposing to use a sub-grantee(s) for any part of the work described in this RFGA, must clearly identify the sub-grantee(s) in their application. The application must include an agreement between the applicant organization and the proposed sub-grantee(s), signed by a person authorized to legally bind the sub-grantee(s), indicating the following:

- A. The sub-grantee(s) legal status, federal tax ID number, and principle place of a business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the sub-grantee(s) to contractual obligations;
- C. A complete description of the work the sub-grantee will do, financial term(s) and a time frame of agreement;
- D. A commitment to do the work, if the grantee is selected; and
- E. A statement that the sub-grantee(s) has read and understands the RFGA, the submitted application, the nature of the work, and the requirements of the RFGA.

## **5.7 Public Release of Records**

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

## **5.8 Confidentiality**

All grant agreements will require that the grantee maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

## **5.9 Key Personnel**

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

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

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

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

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

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

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

### **6.1 Application Submission**

The application must be prepared and submitted in accordance with instructions found in this section. Six (6) copies of the Technical Application must be received by ODJFS, Office of Contracts and Acquisitions, by **June 18, 2014, 3:00 PM.** Applications received after this date and time will not be reviewed. Material mailed or submitted separately from the application packet will not be accepted or added to the application by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

Office of Contracts & Acquisitions  
Ohio Department of Job and Family Services  
30 East Broad Street, 31<sup>st</sup> Floor  
Columbus, OH 43215

For hand delivery on the due date, prospective grantees are to allow sufficient time for downtown delivery considerations such as parking and building security procedures. Applications hand-delivered on the due date will be accepted at the ODJFS Office of Contracts & Acquisitions, on the 31st Floor of the Rhodes Tower (address as stated above).

All submissions must be received at the address provided above by mail or hand delivery by the date and time stated above. Materials received after the submission deadline date will not be included in previous submissions nor be considered. No confirmations of mailed applications received will be sent.

Submission of an application indicates acceptance by the applicant of the conditions contained in this RFGA, unless clearly and specifically noted in the application submitted and confirmed in the grant agreement between ODJFS and the applicant selected.

**NOTE:** Grant applicants are required to submit one additional copy of their complete application, including any required or voluntary attachments, and the program budget, on a separate CD-ROM, in non-rewriteable CD format. The requested CD would be used for storage/archiving purposes only, and not for purposes of application evaluation. Compliance with this request is a mandatory requirement for all ODJFS RFGAs for grant awards, as the agency lessens its dependence upon paper records.

### **6.2 Format for Submission of the Application**

To be accepted and forwarded to the RFGA Application Review Team (ART), an application must include materials as described in this section. The application must contain all the information specified and requested for each of the components listed below. Additionally, the application must meet the requirements of this section (Application Submission) of this RFGA to be accepted. The applicant is required

to submit an original signed (in blue ink) and completed Transmittal Form provided as an attachment of this RFGA.

The applicant's Technical Application must contain the following components (organized in 5 primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be provided as an appendix to the application and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials that was/were not required in the RFGA. Grant applicants must organize their application in the following order:

**Tab 1** Applicant Qualifications:

**Sub-Tab 1a.** Mandatory Qualifications

**Sub-Tab 1b.** Applicant Qualifications

**Sub-Tab 1c.** Staff Experience and Capabilities

**Tab 2** Proposed Work Plan (in **Sub-Tabs 2a.** through **2h.**)

**Tab 3** Project Outcomes (in **Sub-Tabs 3a.** through **3e.**)

**Tab 4** Budget

**Tab 5** Required Applicant Information and Certifications Document

**Tab 6** Examples, other supporting material (optional tab)

**A. Technical Application**

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

**1. Applicant Experience and Qualifications (Tab 1)**

**a. Mandatory Qualifications (Sub-Tab 1a., items A through D)**

The applicant must include information to demonstrate how the applicant meets the mandatory qualifications as described in Section 3.1 of this RFGA.

**b. Applicant Qualifications (Sub-Tab 1b., items A through F)**

The applicant must address all the qualifications and fully describe the partnership participants' roles and functions for the applicant and each individual partner organization as described in Section 3.2 of this RFGA. Information must include facts such as the project roles of each organization, which partners will provide services, whether the partner organizations have collaborated with the applicant on this or similar projects in

the past, how project implementation will be staffed, and how those staff members qualify to meet the RFGA objectives.

c. **Staff Experience and Capabilities (Sub-Tab 1c., items A through D)**

Under this section the applicant is required to demonstrate its expertise by assigning appropriately qualified staff to key leadership roles, as described in Section 3.3, for this project. Proposals are required to include profiles and resume(s) of persons proposed for key roles and should specifically describe their qualifications and experience in areas relevant to the work described in this RFGA.

**2. Proposed Work Plan (Tab 2, items A through H)**

Applications are to provide a detailed narrative describing the proposed project work plan and approach (which addresses the work as described in Section 4.1, Scope of Project Work and in the RFGA, generally), as well as other information, such as a description of the proposed objectives, as directed in Sections 4.1 and 4.2 (in the order as outlined).

**3. Project Outcomes (Tab 3, items A through E)**

Applications are to provide a detailed project work plan and identify project outcomes as required in Section 4.3.

**4. Budget (Tab 4)**

The Program Budget must include a State Fiscal Year Budget summary sheet (Attachment D to this RFGA). All costs for operating the proposed project and achieving all outcomes should be included on this sheet and be distributed by SFY. To make its final selection of applications which will receive awards, and to determine the size of those awards, ODJFS may, at its option, take into consideration the reasonableness and appropriateness of the proposed budget, and available funding to ODJFS, as well as considerations such as geographic diversity; rural and urban mix; local collaborations; and quality of proposals.

ODJFS may, at its option, make selections based in part on geographical and demographic criteria in order to provide a wide range of services around the state, and in both urban and rural areas. While final decisions on the size of awards will be made by ODJFS, applicants are encouraged to prepare and submit applications and budgets which are both practicable, efficient, and capable of achieving RSSP goals.

**5. Required Applicant Information and Certifications Document (Tab 5)**

**Attachment A, Section I.** -- In this section, the applicant is required to provide required information and certifications of eligibility for state awards, as described in Attachment A, Section I. to this RFGA, entitled "Required Applicant Information & Certifications Document." Applicants may, at their discretion, either print Attachment A, Section I., complete and sign it,

and return it as the content of their proposal Tab 5; or they may provide all the required information and certifications (each fully re-stated from Attachment A) on their own letterhead, properly signed, and include that replication in their proposal Tab 5. Applicants who fail to provide all information and certifications as described in Attachment A, Section I. in their proposal Tab 5 risk disqualification.

**Attachment A, Section II. -- Standard Affirmation and Disclosure Form** Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every vendor or applicant seeking to do business with the Ohio Department of Job and Family Services. This must be submitted as part of the response to any request for proposals, invitation to bid, request for grant applications, informal quotations, or other such competitive process. **Failure by any applicant to complete, sign, and return the Standard Affirmation and Disclosure Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

ODJFS will review the Auditor of State website to verify that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.

The signed originals of the above referenced forms (RFGA Attachment A, Sections I. and II.) are to be provided in the applicant's original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies. In the event that the applicant proposes the use of any sub-grantee(s)/subcontractor(s), information on those entities and letters of commitment as required by Section 5.6, Sub-grantee(s) should also be provided in Tab 5.

6. **Examples, other (Tab 6** – Other voluntarily submitted attachments, if any, as deemed appropriate by applicant.)

**B. IMPORTANT – APPLICANT DISQUALIFIERS FOR APPLICATION ERRORS:**

The Technical Application is defined as any part of the applicant's application, such as work plan, resumes, letters of recommendation, letters of cooperation from any sub-grantees, etc., whether required by ODJFS or sent at applicant's discretion.

- Any trade secret, proprietary, or confidential information (as defined in Section 5.4 of this RFGA) found anywhere in an applicant's proposal shall result in immediate disqualification of that applicant's proposal.
- Any sensitive personal information on applicant *or* sub-contract staff (e.g., social security numbers, personal addresses) must be omitted from proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the applicant from any consideration.

## **SECTION VII. CRITERIA FOR APPLICATION EVALUATION & SELECTION**

### **7.1 Scoring of Applications**

ODJFS will enter into agreements with those grantees that best demonstrate the ability to meet requirements as specified in this RFGA. Grant applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Project Budget. All applications will be reviewed and scored by an Application Review Team (ART), comprised of staff from ODJFS, Office of Family Assistance. ART members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and grantee selection process. Final selection of the grantee(s) will be based upon the criteria specified in Sections II., III, and IV of this RFGA. Any applications not meeting the requirements contained in Sections II, III, and IV of this RFGA will not be scored or may be held pending receipt of required clarifications. The ART reserves the right to reject any and all applications, in whole or in part, received in response to this request. The ART may waive minor defects that are not material when no prejudice will result to the rights of any grant applicant or to the public. In scoring the applications, ODJFS will score in three phases:

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

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

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

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

A maximum of 358 points will be awarded for the Technical Application. A technical application must achieve a total of at least 235 points out of the possible 350 points to qualify for consideration. Any application which does not meet the minimum required technical application points will be disqualified from any further consideration.

All Phase II technical application evaluation criteria will be scored according to the following scale, based on a proposed plan’s ability to meet ODJFS needs. The Technical Application Score Sheet (see Attachment) uses the following point values for rating each requirement.

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

**Technical Performance Scoring Definitions:**

**“Does Not Meet Requirement”**- a particular RFGA requirement was not addressed in the grant applicant’s application, **Score: 0**

**“Partially Meets Requirement”**- grant applicant’s application demonstrates some attempt at meeting a particular RFGA requirement, but that attempt falls below acceptable level, **Score: 6**

**“Meets Requirement”**- grant applicant’s application fulfills a particular RFGA requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

**“Exceeds Requirement”**- grant applicant’s application fulfills a particular RFGA requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations, **Score: 10**

**IMPORTANT:** Before submitting an application to ODJFS in response to this RFGA, applicants are strongly encouraged to use the score sheet provided and the above technical performance scoring information to review their applications for completeness, compliance, and quality.

### **C. Phase III.—Criteria for Considering the Project Budget**

The Project Budget will be reviewed by ODJFS. ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS determine, for any reason, to adjust the scope of the project for which this RFGA is released.

### **7.2 Final Selection**

The ART may recommend for selection, and ODJFS may fund, as many or as few applicants as budget and successful applications allow. Results from any Interview (if appropriate) will be considered if necessary, to clarify application information.

## **SECTION VIII. PROTEST PROCEDURE**

### **8.1 Protests**

Any potential, or actual, applicant objecting to the issuance of an award through this RFGA may file a protest of the award of the grant agreements, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A. A protest may be filed by an applicant objecting to an award resulting from this RFGA. The protest shall be in writing and shall contain the following information:
  1. The name, address, and telephone number of the protestor;
  2. The name and number of the RFGA being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODJFS;
  5. A statement as to the form of relief requested from ODJFS; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Contracts and Acquisitions, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFGA.
  2. If the protest relates to the announced intent to award a grant agreement, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding the State's intent to make the award. The date on these ODJFS letters to responding applicants is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Deputy Director  
ODJFS Office of Contracts and Acquisitions  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215
- E. When a timely protest is filed, an award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The applicant(s) who would have been awarded the grant agreement shall be notified of the receipt of the protest.
- F. ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest as to whether or not the protest will be considered.

## 8.2 Caveats

**ODJFS is under no obligation to issue any grant agreements as a result of this solicitation if, in the opinion of ODJFS and the ART, none of the applications are responsive to the objectives and needs of the Department. ODJFS also reserves the right not to select any grant applicant should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the agency website. All grant applicants are responsible for obtaining any such changes without further notice by ODJFS.**

**Any award resulting from the issuance of this application is subject to the terms and condition as provided in the ODJFS Model Grant Agreement especially (but not only) Article VIII, paragraph C.**

**SECTION IX. ATTACHMENTS AND THEIR USES**

- A. Required Applicant Information and Certifications (To be completed & included in proposal packet as specified in Sec. 6.2, A.)**
- B. ODJFS Model Grant Agreement (For applicant reference purposes)**
- C. Technical Proposal Score Sheet (For applicant self-evaluation purposes...do not submit)**
- D. Budget Form (To be completed & included in cost proposal packet as specified in Sec. 6.2, B.)**

Thank you for your interest in this project.

# **Attachment A**

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

**Section I – Required Grantee Information**

**Section II - Location of Business Form**

Attachment A—Section I

**REQUIRED GRANTEE INFORMATION and CERTIFICATIONS**

**Purpose:** The Ohio Department of Job and Family Services (ODJFS) requires the following information on applicants who submit proposals or applications in response to any ODJFS Requests for Grant Applications (RFGAs), in order to facilitate the development of the grant with the selected applicant. ODJFS reserves the right to reject your application if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your application. **Failure to provide such required information will result in your application’s immediate disqualification.**

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

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

**Applicants must provide all information**

1. ODJFS RFGA #:	2. Application Due Date:
3. Name: (legal name of the grantee – person or organization – to whom grant payments would be made)	
3a. Grantee’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: <a href="http://ohiosharedservices.ohio.gov/Vendors.aspx">http://ohiosharedservices.ohio.gov/Vendors.aspx</a> . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Grantee Corporate Address:	5. Grantee Remittance Address: (or “same” if same as Item # 4)
6. Print or type information on the grantee representative/contact person <b><u>authorized to answer questions on the application:</u></b>  Grantee Representative NAME and TITLE:  Address: _____ E-Mail Address: _____  Phone #: _____  Fax #: _____	
7. Print or type the name of the grantee representative <b><u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u></b> (if not the same individual as in #6, provide the following information on each such representative and specify their function):  Grantee Representative NAME and TITLE:  Address: _____ E-Mail Address: _____  Phone #: _____  Fax #: _____	

8. Is this grantee an Ohio certified MBE? Yes  No  If yes, attach a copy of current certification to proposal/bid. (If ODJFS has specified the RFGA document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION.)

**9. Mandatory Grantee Certifications:**

ODJFS may not enter into agreements with/make purchases from any organizations that have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Organizations responding to any ODJFS RFGA opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. Failure to provide proper affirming signature on any of these statements will result in the disqualification of your application.

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

AND

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

AND

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

**10. Equal Employment Opportunity Information on the Grantee and any Sub-grantee(s)**

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

	Nationwide	Ohio Offices
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

B. If you are the selected vendor, will you subcontract any part of the work?

NO -or-  YES, but for less than 50% of the work -or-  YES, for 50% or more of the work

If yes, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Work To Be \_\_\_\_\_

Performed: \_\_\_\_\_

(a brief description) \_\_\_\_\_

Subcontractor's Estimated Percentage of Total Project (in % of work, not % of dollars): \_\_\_\_\_

If 50% or more of the work will be subcontracted, then ALSO provide the following information on ALL proposed sub-grantees:

	Nationwide	Ohio Offices
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

**C. Identify all state grants which the grantee has since the beginning of the last fiscal year (i.e., since July 01, 2012) through this fiscal year to date. Also include grants approved for ODJFS or institutions of higher education:**

**Total number of grants:** \_\_\_\_\_

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

**State Agency/Educational Institution:** \_\_\_\_\_

**Grant Dollar Amount:** \_\_\_\_\_

**State Agency/Educational Institution:** \_\_\_\_\_

**Grant Dollar Amount:** \_\_\_\_\_

**State Agency/Educational Institution:** \_\_\_\_\_

**Grant Dollar Amount:** \_\_\_\_\_

*Attach additional pages if needed*

### **11. Grantee Ethics Certification**

As a grantee receiving grants from the State of Ohio, I certify on behalf of  
\_\_\_\_\_ (name of vendor or grantee):

(1) I have reviewed and understand Ohio ethics and conflict of interests' laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.

(2) I acknowledge that failure to comply with this certification is, by itself, grounds for termination of this contract or grant with the State of Ohio.

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Date

**12. I have read the ODJFS Model Grant attached to the RFGA, and if awarded a grant, I will not \_\_\_\_ (or) I will \_\_\_\_ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected grantee. All requested changes to model contract language are subject to ODJFS approval.)**

**13. I \_\_\_\_\_, (grantee representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of**

\_\_\_\_\_ (grantee's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this application in response to this ODJFS RFGA is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

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

**Attachment A —Section II.**

**Location of Business Form**

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

1. Principal location of business of Grantee:

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

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

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

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

2. Location where services will be performed by Grantee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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

**G-1415-00-0000**

**RECITALS:**

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

The Grant is made pursuant to the following federal award: **Award Title**, CFDA number \_\_\_\_\_, award number \_\_\_\_\_, which was awarded by the United States Department of \_\_\_\_\_.

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

**ARTICLE I. PURPOSE; GRANT ACTIVITIES**

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

**INSERT SPECIFIC DELIVERABLES**

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

**ARTICLE II. EFFECTIVE DATE OF THE GRANT**

- A. This Agreement will be in effect from **Start Date**, or upon signature of the Director of ODJFS, whichever is later, through **End Date**, unless this Agreement is suspended or terminated prior to the expiration date. **This Agreement may be renewed through [DATE], upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to GRANTEE if ODJFS decides to renew this Agreement. GRANTEE will not obligate resources in anticipation of a renewal until notice is provided.**

- B. It is expressly understood by both ODJFS and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify GRANTEE when this certification is given.

### ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Grant is **Total Dollar Amt** Dollars (**\$Total**). ODJFS will provide GRANTEE with funds in an amount up to **SFY1 Dollar Amt** Dollars (**\$SFY1**) for State Fiscal Year **SFY1** and up to **SFY2 Dollar Amt** Dollars (**\$SFY2**) for State Fiscal Year **SFY2** expressly to perform the Grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.

#### [GRANT ADVANCE]

- B. Payment:
1. GRANTEE may submit a request for a Grant Advance of **Total Dollar Amt** Dollars (**\$Total**). The Grant Advance will be awarded after appropriate invoicing pursuant to this ARTICLE.
  2. The remainder of the Grant will be paid as reimbursement for actual, allowable, expenditures incurred and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached]. The ODJFS Agreement Manager may provide written approval to GRANTEE for requested budget changes that do not exceed the amount listed in this ARTICLE for the Agreement period. Such approval may be made without formally amending this Agreement.
  3. GRANTEE must conduct a funds reconciliation of the Grant Advance no later than 30 days from the end of the Agreement period. GRANTEE will return any Grant advance funds that exceed actual expenditures paid by GRANTEE and confirmed by invoices. The ODJFS Agreement Manager will instruct GRANTEE on the manner in which to return the unused funds.

#### [BUDGET REALLOCATION]

- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs listed below will require a formal amendment to this Agreement.

#### [TRAVEL REIMBURSEMENT]

- D. It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (**\$SFY1 Travel**) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (**\$SFY2**) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. GRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.
- B. Compensation will be made as reimbursement for actual expenditures incurred [per Deliverable] [hourly] and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached].
- C. GRANTEE will submit detailed invoices on a **monthly/ quarterly/ one-time** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. GRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. GRANTEE's name, complete address, and federal tax identification number;
  2. Agreement number and dates;

3. Purchase order number;
  4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; and
  5. Description of Deliverables performed during the billing period; and
  6. Receipt or other proof of cost.
- D. GRANTEE expressly understands that ODJFS will not compensate GRANTEE for any work performed prior to GRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- E. GRANTEE expressly understands that ODJFS does not have the ability to compensate GRANTEE for invoices submitted after The State of Ohio purchase order has been closed. GRANTEE must submit final invoices for payment no later than 90 calendar days after the ending date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

#### **ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon 30 calendar days written notice to the other party, either party may terminate this Agreement.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
  2. ODJFS discovers any illegal conduct by GRANTEE; or
  3. GRANTEE has violated any provision of ARTICLE VIII.
- D. GRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Grant activities;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Grant activities;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities;
  4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant; and

5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

#### ARTICLE V. NOTICES

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

#### ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Activities relative to this Agreement:

- A. [UNIVERSITY] ODJFS agrees that any media (including documents, reports, data, photographs, ad electronic reports and records) produced pursuant to this Agreement or acquired with Agreement funds will become the property of GRANTEE; however, GRANTEE hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media..
- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODJFS will determine whether

the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.

- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after GRANTEE receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133. GRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is [INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD]. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. GRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

#### **ARTICLE VII. AMENDMENT AND ASSIGNMENT**

- A. This writing constitutes the entire agreement between ODJFS and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODJFS. GRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least ten days prior to the desired effective date. GRANTEE

understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Grant amount specified in ARTICLE III of this Agreement.

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

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

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Federal Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** GRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Grant activities.
  3. **Unfair Labor Practices.** GRANTEE affirms that neither GRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** GRANTEE affirms that neither GRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.

1. **Americans with Disabilities.** GRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
2. **Fair Labor Standards and Employment Practices.**
  - a. GRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
  - b. In carrying out this Agreement, GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
  - c. GRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
  - d. GRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics and Conflicts of Interests Laws.**
  - a. GRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
  - b. GRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
  - c. GRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. GRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
  - d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
  - a. GRANTEE affirms that no federal funds paid to GRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars

(\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.

- b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** GRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that GRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
  6. **Pro-Child Act.** If any Grant activities call for services to minors, GRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
  7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
  8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
  9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. GRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
  10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
    - a. GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
    - a. GRANTEE, a public university, certifies that by executing this Agreement, it has reviewed and understands ODJFS' obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Agreement outside of the United States.
    - b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, GRANTEE must disclose:
      - (1) The location(s) where all services will be performed by GRANTEE or any subcontractor;
      - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
      - (3) The principal location of business for GRANTEE and all subcontractors.

- c. GRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that GRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and GRANTEE shall immediately return to ODJFS all funds paid for those services.

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

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

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** To the extent allowable by law, GRANTEE agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities. GRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- B. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to GRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by GRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. GRANTEE agrees to pay all damages and costs awarded

against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance is furnished by ODJFS at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation.

- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Counterpart Language.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

## ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank

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

**SIGNATURE PAGE**

**G-1415-00-0000**

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

Vendor Name

Ohio Department of Job and Family Services

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Address

\_\_\_\_\_  
Address

City, State, Zip

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

**ATTACHMENT C**  
**RFGA#: R-1415-17-8076**  
**Technical Proposal Score Sheet**

**PHASE I: Initial Qualifying Criteria**

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

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RFGA Section Reference	YES	NO
1	Was the applicant’s proposal received by the deadline as specified in the RFGA?	2.4		
2	Does the applicant’s proposal include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A. to the RFGA?	6.2, A, 5		
3	Included in those certifications, does the applicant state that it is not excluded from entering into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24?	6.2, A, 5		
4	Does the ODJFS review of the Auditor of State website verify that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery?	6.2, A, 5		
5	Is applicant either a government entity or non-profit that is a direct service provider to low income populations?	3.1, A		
6	Did the applicant, if a non-profit organization, provided proof of 501 (c ) (3) status? (Not applicable criterion for government entities.)	3.1, B		
7	Does the applicant have at least two years prior experience providing services to foreign-born persons?	3.1, C, 1		
8	Has applicant shown that it is capable of providing services using the native languages of the clients?	3.1, C, 2		
9	Does the applicant have experience working with refugees in employment, education, or other social services?	3.1, C, 3		
10	Has the applicant identified the geographic region they are applying for?	3.1, D		
11	Does the applicant have a physical location in the metro county of the region they are applying for?	3.1, D		
12	Is proposal free of trade secrets, proprietary and confidential information?	5.4		

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

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

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **235** points out of a maximum of **358** points, will be disqualified from further consideration, and its project budget will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>REQ. APPLICANT INFO. &amp; CERTIFICATIONS</b>						
1	The applicant has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RFGA.	6.2, A, 5				
<b>APPLICANT QUALIFICATIONS</b>						
<b>MANDATORY APPLICANT QUALIFICATIONS</b>						
2	The applicant has at least two years prior experience providing services to foreign-born persons.	3.1, C, 1.				
3	The applicant can speak the native languages of the clients. Ohio had the highest percentages of refugees from the countries of: Bhutan, Somalia, Iraq, and Burma. These populations could change and the applicant must demonstrate how their staff will adapt to those changes.	3.1, C, 2.				
4	The applicant has experience working with refugees in employment, education, or other social services.	3.1, C, 3.				
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>						
5	The applicant has provided a description of the applicant's prior experience in providing employment readiness, job placement, acculturation, English language training, and citizenship and naturalization services (if applicable) to a low income population.	3.2, A				
6	The applicant has provided a description of the indicators of the program effectiveness and quality, and outcomes achieved for similar programs. If the desired outcomes were not met, the proposal must include an explanation of the lessons learned and a proposal of changes for future success.	3.2, B				
7	The applicant has provided a description of the applicant's work with resettlement agencies in the geographic region of application.	3.2, C				
8	The applicant has provided letters of support from at least two different directors of two County Department of Job and Family Service agencies in the geographic area that the applicant is applying for.	3.2, D				
9	The applicant has provided a description of how the applicant will provide services to the maximum extent feasible in a manner that is culturally and linguistically compatible with a refugee's language and cultural background.	3.2, E				
ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>						
10	The applicant has identified key staff, their relevant work experience (including the subject and duration) and the duties they will perform under this proposal, and identified, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a project manager at service providers' office, a fiscal specialist, and a case worker who will work directly with refugees).Key staff must have at least a Bachelor's degree.	3.3, A				
11	The applicant has proposed a project manager with at least two years of experience working with employment and/or employability programs.	3.3, B				
12	The applicant has at least one key staff member in a lead position on this project, with at least one year of experience working with refugees or a recent immigrant population. The experience must have occurred in the last five years.	3.3, C				
13	The applicant has shown that key staff have experience providing direct services to the refugee population and experience in teaching adults. Staff to teach classes must have demonstrable experience in teaching adults and presenting adult educational programs related to employment training.	3.3, D				
14	The applicant has fully described any partnerships. This includes participants' roles and functions (for the applicant and each individual partner organization).	3.2, F				
15	The applicant has provided project roles of each organization; which partners will provide services; whether the partner organizations have collaborated with the applicant on this or similar projects in the past.	3.2, F				

16	The applicant has described how project implementation will be staffed; and how those staff members qualify to meet RFGA objectives.	3.2, F					
<b>SCOPE OF WORK/ WORK PLAN/ PROJECT OUTCOMES</b>							
17	The applicant has included a detailed project work plan that describes the scope of the work proposed and a general overview of how the work will be performed.	4.1					
18	The applicant has included materials such as descriptions, time-lines, etc., to provide project details such as how much work will be performed, by whom, using what resources and methods, achieving what outcomes, as measured by what standards.	4.1					
19	The applicant has described the employment-related case management to include employability assessment, development of a family self-sufficiency contract and an individual employability plan.	4.1, A					
20	The applicant has described the employability services designed to remove barriers to employment and to enhance the refugee's ability to achieve a job upgrade.	4.1, B					
21	The applicant has described the English language assessment and, when needed, English language training conducted by English speakers.	4.1, C					
22	The applicant has described the employment placement and follow-up for at least the first ninety days after employment placement.	4.1, D					
23	The applicant has described how it will perform the required development and weekly updating of the Refugee Services Web Tool.	4.1, E					
24	The applicant has explained the key objectives of the proposed project.	4.2, A					
25	The applicant has provided a technical approach and work plan to be implemented within sixty days of the purchase order.	4.2, B					
26	The applicant has provided a organizational chart (including any sub-grantees and community partners) and specify the key personnel who will be assigned to this project.	4.2, C					
27	The applicant has indicated what geographical region(s) identified in section 1.4 they will serve.	4.2, D					
28	The applicant has demonstrated that it has a county collaboration of community partners. Proposals should include a list of organizations and cooperating entities who will work on this project along with a short description of the nature of their contribution and the counties the organizations serve.	4.2, E					
29	The applicant has demonstrated the ability to provide in person translation services.	4.2, F					
30	The applicant has provided letters of support from: 1. County departments of job and family services in at least two counties where they will be providing services to refugees, one of which must be a metro county; 2. Other local groups where the applicant will provide services.	4.2, G					
31	The applicant has described how they will enter into a MOU with each of the local county department of job and family service agencies that are within the applicant's selected geographic area. Each MOU will be provided to ODJFS within sixty days of the purchase order and must include specified components.	4.2, H					
32	The project plan has identified how many refugees are expected to be enrolled in services.	4.3, A					
33	The project plan has identified the process for conducting employability assessments; developing individual employability plans; and developing family self- sufficiency contracts.	4.3, B					
34	The project plan has identified what services will be provided to RSSP participants in order to meet state goals for reducing or terminating public assistance, gaining employment, employment retention and average hourly wage will be met.	4.3, C					
35	The project plan has identified what service it will provide to assist refugees in attaining skills that will lead to job upgrades from part time (fewer than thirty-five hours per week) to full time (thirty-five or more hours per week) or a 2.5 per cent increase in hourly wage.	4.3, D					
36	The project plan has identified who will be responsible for updating the Refugee Services Web Tool weekly.	4.3, E					
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							

<b>GRAND TOTAL SCORE:</b>		
---------------------------	--	--

---

**Based upon the Grand Total Technical Score earned, does the applicant's proposal proceed to the Phase III evaluation of its Project Budget? (Vendor's Grand Total Technical Score must be at least 235 points.)**

**Yes** \_\_\_\_\_

**No** \_\_\_\_\_

(If "No," applicant proposal is disqualified.)

# RFGA R1415178076 - ATTACHMENT D

## Project Budget Summary

Name of Applicant \_\_\_\_\_

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	
	<b>October 1, 2014 – June 30, 2015</b>	<b>July 1, 2015 - June 30, 2016</b>	<b>July 1, 2016 - September 30, 2016</b>	<b>Total</b>
<b>Personnel</b>				
<b>Fringe Benefits</b>				
<b>Travel</b>				
<b>Equipment</b>				
<b>Supplies</b>				
<b>Contractual</b>				
<b>Other (Define)</b>				
<b>TOTAL</b>				
<b>Grant Amount Requested</b>				