

REQUEST FOR PROPOSALS

Greater Springfield Chamber of Commerce
Scholarship Program – Economic Impact Study
RFP #: RFP 02-CY09

For Service Provision
January 1, 2009 to March 31, 2009

Offered by
Greater Springfield Chamber of Commerce
20 South Limestone Street, Suite 100
Springfield, Ohio 45502
937-325-7621

Deadline for Proposal Submission is November 7, 2008
REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED

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GREATER SPRINGFIELD CHAMBER OF COMMERCE
Scholarship Program – Economic Impact Study
RFP 02-CY09

SECTION I. GENERAL PURPOSE & PROVIDER INFORMATION

1.1 Purpose

The Greater Springfield Chamber of Commerce (hereinafter “Chamber”) releases this Request for Proposals (RFP) for the purpose of obtaining a provider(s) to conduct a study of the viability and projected economic impacts of funding and implementing a place-based, universal scholarship program to assist local students in financing a post-secondary education.

1.2 Statement of Need and Objectives of the Project

The City of Springfield and Springfield City School District are experiencing many of the trends that are typical to urban centers – population decline, school consolidations, concentrations of poverty, etc. Therefore, this program will be used as an economic development tool that will create demand for real estate and investment in our local economy. We wish to have a broad study of what the viability and projected economic impacts of this type of scholarship program would be for our local economy.

1.3 Anticipated Procurement Timetable

<u>Date</u>	<u>Event/Activity</u>
October 1, 2008	Chamber releases RFP to potential providers; Q&A period opens <ul style="list-style-type: none">- RFP becomes active- Proposers may submit inquiries for RFP clarification
October 15, 2008	Proposer Q&A Period Closes 9 a.m. (for inquiries for RFP clarification) <ul style="list-style-type: none">- No further inquiries for RFP clarification will be accepted
October 17, 2008	Chamber provides Final Proposer Question & Answer document
November 7, 2008	Deadline for Proposers to Submit Proposals to Chamber (4 p.m.) <ul style="list-style-type: none">- This is the proposal opening date, beginning of the Chamber process of proposal review
December 1, 2008	Letter of intent to award contract issued by Chamber. <ul style="list-style-type: none">- All applicants notified.
January 1, 2009	Service provision begins.

Chamber reserves the right to revise this schedule in the best interest of the Greater Springfield Chamber of Commerce after providing reasonable notice.

1.4 Internet Question & Answer Period; RFP Clarification Opportunity

Providers may ask clarifying questions regarding this RFP via email during the Q&A Period as outlined in Section 1.3, Anticipated Procurement Timetable. To ask a question, providers must submit all questions in writing, via email, to ebrodine@clarkdjfs.org prior to the closing time and date for the Internet Question & Answer Period.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The provider must also include the name of a representative of the provider, the company name and business phone number. Chamber may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include identification for the originator of the question. Chamber will not respond to any questions submitted after 9 a.m. on October 15, 2008, the date on which the Internet Question & Answer Period closes.

Chamber responses to all questions asked via email will be posted on the Internet website dedicated to this RFP, for reference by all providers. Providers will not receive personalized or individual email responses. Clarifying questions asked and Chamber responses to them comprise the “Chamber Q&A Document” for this RFP.

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

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

Providers are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past related contract. Requirements under a current project may or may not be required by Chamber under any future contract, and so may not be useful information for providers who choose to respond to the RFP. If providers ask questions about existing or past contracts using the Q&A process, Chamber will use its discretion in deciding whether to provide answers. Interested providers should also refer to RFP Section 1.6, Contract Period, for related information.

There is an established time period for the Internet Q&A process (see Section 1.3, Anticipated Procurement Timetable). Chamber will only answer those questions submitted within the stated time frame for submission of provider questions and which pertain to issues of RFP clarity. Chamber is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

Should providers experience technical difficulties accessing either the website where the RFP and its related documents are published, they may contact Erin Thomas-Brodine via e-mail to ebrodine@clarkdjfs.org.

1.5 Communication Prohibitions

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

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.4, Internet Question and Answer Period; RFP Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between Chamber and any provider that could submit a proposal in response to this RFP;
3. As part of any provider interview process or proposal clarification process initiated by Chamber, which Chamber deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, Chamber will post those revisions, amendments, etc., to the website dedicated to this RFP.*

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

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

1.6 Contract Period

Chamber is seeking to contract with a provider for conducting an economic impact study for the period January 1, 2009 to March 31, 2009.

Potential providers are to be aware that Chamber may, at its sole discretion, negotiate with all technically qualifying providers for a revised cost proposal if the cost proposals of all technically qualifying providers are in excess of the available funding for this project. Section 6.1 C. of this RFP establishes further information on Chamber procedures to be implemented if this occurs.

1.7 Termination Clause

Chamber may terminate any contract entered into when it is determined by Chamber in its best interest to do so, by giving at least thirty (30) days advance notice, in writing, to the contracted provider. The contracted provider shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

SECTION II. PROVIDER QUALIFICATIONS AND EXPERIENCE

2.1 Provider Qualifications

Proposers shall include the following in their proposals:

- a. Length of time in business and ownership history of prime and its subcontractor(s) or joint venture partner(s). [If prime entity is a wholly-owned subsidiary of another corporation, please provide details.]
- b. Location of principal office that will be responsible for implementation of this contract;
- c. Location of other offices from which resources may be drawn;
- d. Size, resources and capabilities of responding entity;
 - (1) Organizational structure of Business Entity for this project (partners, associates, consultants, subcontractors and other participants and titles);
 - (2) Services and professional disciplines provided in-house by prime responding entity;

2.2 Relevant Experience

Proposers shall demonstrate the following in their proposals:

- a. Experience in conducting similar studies for local governments;
- b. Experience in providing economic impact studies for local, state and federal governments/agencies;

2.3 Organization and Key Personnel

Proposers shall identify primary contract and key support personnel in their proposals.

- a. Organizational Structure/Hierarchy
- b. Experience, responsibilities and relevant qualifications of key personnel/staff providing services under this proposed agreement (indicate firm of origin where more than one company is involved if prime business entity is responding).

2.4 References

Proposers shall provide client agency name, contact name, title, address, and phone number of at least three facility/company references that are currently being provided similar service, preferably similar size.

SECTION III. SCOPE OF SERVICE

Overview

This study should provide credible information about the effects that a place-based, universal scholarship program in the Springfield City Schools District would have on the Springfield-Clark County area. It should examine the potential structure, cost, and funding of the program, as well as the impacts of the program on school operations and finances, neighborhood revitalization and the demand for housing, economic development and workforce issues, property values and the potential for sprawl, and social issues such as gentrification.

Providers shall describe their approach to conducting the study. The study shall have three main sections: 1) potential scholarship program models for Springfield; 2) social and economic impacts of a scholarship program; and 3) summary of study findings and recommendations. The following list provides a base line of questions that should be answered in each section of this study. The Chamber would be open to discussing proposals with an expanded scope, as long as our scope is covered.

3.1 Potential Scholarship Program Models

- a. Considering what types of scholarship programs are being implemented in other areas, what program models would be feasible for Springfield?
- b. What would the advantages and disadvantages be for each of the programs discussed in Section a., above?
- c. What would the anticipated range of costs be for the suggested scholarship programs?
- d. What would be the effect of a “Kalamazoo Promise” type program, should the State of Ohio adopt a program similar to the Georgia Hope Scholarship Program?
- e. What type of place-based, universal scholarship programs would maximize the positive affects on the Springfield-Clark County area?
- f. What potential funding sources would there be for this scholarship program, given the benefits that local government, institutions, businesses, and citizens would experience from the program? Also explore options such as a “GI Bill-type” model, forgivable loan options, the pooling of current scholarship dollars, etc.

3.2 Social and Economic Impacts

Base Data

- a. In the aggregate, what are the estimated expenditures of post secondary education made by the last four graduating classes of the Springfield City School District?
- b. What percentage of those expenditures are already covered by current grant (Pell grant, Ohio Instructional Grant, etc.) or other funding sources (credit hours earned via Advance Placement credit or Post Secondary Option)?
- c. What excess student capacity does the school district have at each level in their current facilities?
- d. What are the school district's current enrollment projections for the future, and how would a program like this affect those projections?
- e. If this program brings the school district to full student capacity in current facilities, what level of increased state aid would they receive? And, how would that compare to the increased costs that would be associated with that many more students?
- f. How would this program affect the per-student revenue limits for the district?
- g. What are the current population and growth projection for the City of Springfield?

Data and Projections

- h. Would this program increase operational efficiencies, as it increases enrollment, and could it then bring down the average per-pupil spending? Would this consequently bring down the tax rate?
- i. How much new housing growth would be expected from greater demand for homes within the school district?
- j. How would this greater demand for homes within the school district affect property values?
- k. How would the City be able to accommodate the potential increased demand for housing within the City? Identify housing programs that would complement the increased demand and promote neighborhood revitalization without displacing low to moderate income residents.
- l. Could increased property values within the City price some out of the market – especially those that need this program the most (who can't otherwise afford college tuition)?
- m. How could growth be directed to the neighborhoods with schools that have excess capacity?
- n. Would this program also lead to greater demand for commercial/industrial space within the City? What quantifiable impact will this increased demand have on the additional business income tax, additional real property tax, job creation, additional personal income tax (whether generated by employees of the increased businesses or higher income residents)? Benefits should be listed and quantified, if at all possible.

- o. What would the expected increase in overall assessed value of the City be, and how would that affect the mill rate?
- p. What effect would the potential decreased tax rate have on the economic development potential for the area?
- q. Would this type of program have negative effects on neighboring school districts and municipalities? What would both the long and short term effects be on them?
- r. How could this affect the demographics of the community/region? Could this create an imbalance of income level or family status throughout the region, and what effects could that have on overall development?
- s. Could this have a negative effect on businesses that rely on a labor pool without post-secondary education?
- t. How would Clark State Community College, Wittenberg University, Cedarville University, Wright State University, and other area institutions of higher education be affected by this type of program being offered in Springfield – potential positive and negative effects?
- u. Who else would stand to see benefits from this type of program in Springfield – businesses, residents, institutions, etc.? Could those benefits be leveraged into funding sources? If so, how might those benefits be leveraged into funding sources and how much could potentially be raised (if feasible to determine)?

3.3 Summary and Recommendation

- a. Provide a concise summary of the key findings from the study.
- b. Summarize any recommended next steps for the Chamber.

3.4 Sources of Information and Data

Staff from the City, School District, and Chamber of Commerce would be available to assist with gathering data about our current situation and projections that have been made in our previous planning efforts. Primary contacts for each organization are as follows:

City of Springfield – Heather Whitmore, Planning and Zoning Administrator
Springfield City School District – Dr. Donald Thompson, Superintendent
Greater Springfield Chamber of Commerce – David Zak, VP Economic Development

There are many other communities that have broad-reaching scholarship programs in place or in the works, including:

Akron, Ohio
Bay City, Michigan
Carrollton (Mich.) Public Schools
Davenport, Iowa
Dayton, Ohio
Denver, Colorado

Muskegon County, Michigan
Newaygo County, Michigan
Newton, Iowa
Northport, Michigan
Orange, Texas
Peoria, Illinois

El Dorado, Arkansas	Philadelphia, Pennsylvania
Flint, Michigan	Pittsburgh, Pennsylvania
Hammond, Indiana	San Francisco, California
Holland/Zeeland, Michigan	Southfield, Michigan
Jackson, Michigan	Ventura, California
Kansas City, Kansas (The Dotte Promise)	

3.5 Pricing for Study

Providers are to complete a Fee Schedule and return with their proposals.

Providers are to provide a fixed fee for the completion of the Scope of Services in Section III of this RFP.

Please note that the budget for this study is \$20,000 to \$30,000.

3.6 Timeline for Study

If this type of program would be feasible and beneficial to the Springfield-Clark County Area, we would like to start attracting funding to the project as soon as possible. Therefore, we expect to have the completed study delivered within 90 days of entering into a contract.

SECTION IV. LIMITATIONS AND OTHER REQUIREMENTS

4.1 Limitations

This RFP does not commit Chamber to award a contract or to pay any cost incurred in the preparation of a proposal. Chamber reserves the right to accept or reject any or all proposals received, to negotiate services and cost with proposers, to cancel in part or in its entirety this RFP, or reissue this RFP.

Chamber will review each proposal with respect to price, proposer's administrative and programmatic capabilities, experience with operation of demand response transportation system, and conformance to the RFP criteria. Chamber may reject all responses if proposed rates are unreasonable or if the applicants do not meet the RFP acceptance criteria, as outlined in Section VI. Criteria for Proposal Evaluation & Selection.

All proposals submitted in response to the RFP will become the property of Chamber. By submitting a proposal, the potential provider agrees that Chamber may copy the proposal for purposes of facilitating the evaluation.

4.2 Interview

Providers submitting proposals may be required to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from

Chamber and/or other county agency staff or other representatives it may appoint, as appropriate. Chamber reserves the right to select from responding providers for interviews and may not interview all providers submitting proposals. The provider shall bear all costs of any scheduled interview.

4.3 Proposal Cost

Costs incurred in the preparation of this proposal are to be borne by the provider and Chamber will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the provider and will not be Chamber's responsibility (see Section 4.2, above).

4.4 Certifications

Provider agrees that in order to protect itself as well as the Chamber and its officers, Boards, and employees under the indemnity provisions set forth in Section 4.5 below, Provider will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Ohio. Unless otherwise specified in Ohio Statutes, the types of insurance coverage and minimum amounts shall be as follows:

- Workers' Compensation: minimum amount statutory
- Comprehensive General Liability: \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
- Excess Liability coverage: \$1,000,000 over the General Liability and Automobile Liability Coverage.

The Chamber shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this contract. Upon execution of this contract, the Provider will furnish Chamber with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Chamber upon any matter herein indemnified against, Chamber shall within five (5) working days cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address. Chamber shall cooperate with Provider and its attorney in defense of any action, suit or other proceedings.

See Section 5.2 of this RFP for specific instructions regarding inclusion of these documents in proposals. Failure to provide proper certifications as part of the proposal submitted to Chamber may result in the disqualification of the provider's proposal from consideration.

4.5 Indemnification

The selected provider understands and agrees that it is an independent Contractor and agrees to indemnify and hold the Chamber harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or

payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor.

The selected provider shall assume full responsibility for and shall indemnify the Chamber for any damage to or loss of any Chamber property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of the Contractor or any employee, agent or representative of the Contractor.

4.6 Declaration of Material Assistance Requirements

Any provider responding to any Chamber RFP, or any other procurement opportunity, is required to provide certification that the provider has not provided material support or resources to any organization listed on the “Terrorist Exclusion List” (TEL) maintained by the U.S. Department of State. The Declaration of Material Assistance Form, which can be accessed at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf must be printed, completed, and signed by the interested proposer’s authorized representative, and returned to Chamber as a component of the provider technical proposal/bid. Failure to properly complete the form or to provide it as part of the proposal submitted to Chamber may result in the disqualification of the provider’s proposal from consideration. Providers may access the TEL from the Ohio Homeland Security Office website, located at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf or via e-mail to dma-info@dps.state.oh.us for the current list of excluded organizations and additional information.

4.7 Subcontractor Identification and Participation Information

Any providers proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor’s legal status, federal tax ID number, and principle business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the provider is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

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

4.8 Waivers

Chamber reserves the right to waive any formalities, defects, irregularities, minor errors or omissions in provider's Technical and/or Cost proposals/forms when those errors do not unreasonably obscure the meaning of the content and when waiving of such is in the best interests of the Chamber.

4.9 Proposal Clarifications

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

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

Chamber requires all proposal submissions to be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

- Eight paper copies **(one signed original and 7 copies)** of the Technical Proposal **AND**
- in a sealed, separate envelope, eight paper copies **(one signed original and 7 copies)** of the Cost Proposal.

The providers' total proposal submissions (both the technical and cost proposals in all required copies) must be received complete no later than 4 p.m. on November 7, 2008. Faxed submissions will not be accepted. **Proposals must be addressed to:**

**Erin Thomas-Brodine
Clark County Department of Job & Family Services
1345 Lagonda Avenue
Springfield, Ohio 45503**

Providers' original technical and cost proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal/Proposal Content. All copies of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

Along with the Technical Proposal, the provider must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR RFP 02-CY09 SUBMITTED BY [PROVIDER'S NAME HERE]."**

All proposal submissions must be received, complete, at the above address, or hand delivered by the above date and time. Materials received separately from a provider's proposal submission (e.g. letters of recommendation from past customers of the provider's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be delivered. Chamber is not responsible for proposals incorrectly addressed or for proposals delivered to any location other than the address specified above.

For hand delivery on the due date, providers are to deliver the proposals to the address specified above. **Chamber is not responsible for any proposals delivered to any address other than the address provided above.**

5.2 Format for Organization of the Proposal/Proposal Content

A. Technical Proposal

The Technical Proposal Evaluation Criteria is provided in Section 6.1, B. of this RFP. **Providers are strongly encouraged to use the Evaluation Criteria to check their proposals for quality, compliance, and completeness prior to submission.**

The provider's Technical Proposal must contain the following components, organized in the format described below:

Section 1 Provider Assurances Form

Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization

Assurances and Certifications

A copy of the most recently completed financial audit

Section 2 *Identifying Information:* The following information should be included in proposals: name of the proposing organization, address, name of contact person, telephone number, e-mail address, etc. should be clearly identified. Also include the type of organization:

- a) Corporation proposing as a single entity for all services
- b) Corporation proposing as a prime entity for all services with subcontractor(s)
- c) Joint Venture
- d) Partnership
- e) Other

Section 3 *Provider Qualifications and Experience:* This section must address each of the items that appear in Section II. Provider Qualifications and Experience. The following format should be utilized:

- a. Provider Qualifications (Section 2.1 of RFP)
- b. Relevant Experience (Section 2.2 of RFP)

- c. Organization and Key Personnel (Section 2.3 of RFP)
- d. References (Section 2.4 of RFP)

Section 4 *Letter of Interest (not to exceed two pages)*

Section 5 *Services to be Provided:* This section must address each of the items that appear in Section III. Scope of Service. The following format should be utilized:

- a. Potential Scholarship Program Models (Section 3.1 of RFP)
- b. Social and Economic Impacts (Section 3.2 of RFP)
- c. Summary and Recommendation (3.3 of RFP)

Section 6 *Other pertinent information:* This section may include additional information not requested elsewhere that may be beneficial to Chamber. If in the provider's opinion the Chamber has overlooked anything material or relevant, such item(s) may be brought to the Chamber's attention and be included in the proposal.

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

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

B. Cost Proposal/Fee Schedule

Providers must include in their proposals a fixed fee for the completion of the Scope of Services in Section III of this RFP. This fee schedule will comprise the contents of the Cost Proposal.

Eight copies (one signed original and 7 copies) of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **"NOTE: DO NOT OPEN."**

**COST PROPOSAL ENCLOSED FOR RFP 02-CY09 SUBMITTED BY
[PROVIDER'S NAME HERE].”**

The Cost Proposal must include a statement that the prices quoted are firm.

At the provider's discretion, additional documentation may also be included with the proposal, as explanatory information, but when making the provider selections and when executing the contract, Chamber will consider only the dollar amounts displayed in the Cost Proposal/Fee Schedule.

**C. IMPORTANT – PROVIDER DISQUALIFIERS FOR PROPOSAL
ERRORS**

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

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

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

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

A. Phase I. Review—Initial Qualifying Criteria:

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

1. Was the proposal received by the deadline as specified in Sections 1.3 and 5.1?
2. Did the provider submit eight paper copies of their Technical Proposal, as well as their Cost Proposal (in a separate sealed envelope labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR RFP 02-CY09 SUBMITTED BY [PROVIDER’S NAME HERE].”**)?
3. Does the provider’s proposal include all required affirmative statements and certifications, signed by the provider’s responsible representative, including the following:
 - Provider Assurances Form, Attachment A
 - Declaration of Material Assistance Form (see Section 4.6 of this RFP)
 - Certifications (see Section 4.4 of this RFP)
 - Copy of the most recently completed financial audit
4. According to those certifications, does the provider affirmatively indicate that it is not on the federal debarment list; that it is fiscally solvent; that it will meet all Federal, State, and Local compliance requirements; and that the person signing the form is authorized to enter into a contract with Chamber?
5. Does Chamber’s review of the Auditor of State website verify that the provider is not excluded from contracting with Chamber by ORC Section 9.24 for an unresolved finding for recovery (i.e. the proposal of any provider whose name appears on the Auditor’s website as having an unresolved finding for recovery will be eliminated from further consideration.)?

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

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

A maximum of 70 points will be awarded for the Technical Proposal. A technical proposal must achieve a total of at least 45 points (a score which represents that the provider can successfully perform the resulting contractual duties) out of the possible 70 points to qualify for continued consideration. Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered.

IMPORTANT: Before submitting a proposal to Chamber in response to this RFP, providers are strongly encouraged to use the Evaluation Criteria (below) and the above technical performance scoring information to review their proposals for completeness, compliance and quality.

Evaluation Criteria

Chamber will evaluate the proposals using the criteria described below.

Category	Points
Provider Qualifications and Experience	30
Provider understanding and approach to providing service (Scope of Services)	40
Total	70

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

C. Phase III.—Criteria for Considering the Cost Proposal/Fee Schedule

The Cost Proposal will be reviewed by Chamber. The grand total of each technically qualified provider's Cost Proposal is divided by that provider's Technical Proposal score. This compares the cost with the quality of the Technical Proposal, which will provide an average cost-per-quality point earned on the Technical Proposal.

A maximum of 30 points will be awarded for the Cost Proposal. A cost proposal must achieve a total of at least 20 points (a score which represents that the provider can successfully perform the resulting contractual duties) out of the possible 30 points to qualify for continued consideration. Any proposal which does not meet the minimum required cost proposal points may be disqualified from any further consideration.

If the cost proposals of all technically qualifying proposers (as determined by the scoring process described in this section and by the Technical Proposal Evaluation Criteria outlined in Section B.) are in excess of the available funding for this project, Chamber may, at its sole discretion, negotiate with all technically qualifying providers for a revised cost proposal. Providers may then submit one last and best

offer, or may request that Chamber view its original cost proposal as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by Chamber at that time. Upon receipt of all last and best offers, and assuming that one or more have submitted a cost proposal that is within project budget, Chamber will then consider those providers' revised cost proposals which are within the budget according to the cost-point assignment process described in this section, above, and in the Technical Proposal Evaluation Criteria, above, for calculation of the winning score.

6.2 Review Process Caveats

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

Chamber reserves the right to request clarifications from providers to any information in their Technical and/or Cost proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by Chamber, and providers' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 1.5 of this RFP. Such communications are expressly permitted when initiated by Chamber, but are at the sole discretion of Chamber.

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

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

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

6.3 Final Provider Recommendation

Upon the selection of a finalist provider, the Chamber by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with its provider. If the Chamber, for any reason, is unable to reach a final agreement with this provider, the Chamber reserves the right to reject such provider and negotiate a final agreement with

the provider who has the next most viable proposal or bid. The Chamber may also reject all proposals and reissue a request for proposals.

6.4 Tie Breaker

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

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

- A. A protest may be filed by a prospective or actual provider objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 1. The name, address, and telephone number of the protestor;
 2. The program name of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by Chamber;
 5. A statement as to the form of relief requested from Chamber; 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 Chamber, if received within the following periods:
 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 4 p.m. the closing date for receipt of proposals, as specified in Section 1.3, Anticipated Procurement Timetable of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 4 p.m. of the tenth (10th) calendar day after the issuance of the Letter of Intent to Award the contract.

- C. An untimely protest may be considered by Chamber if it determines that the protest raises issues significant to Chamber's procurement system. An untimely protest is one received by Chamber after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
Michael McDorman, President
Greater Springfield Chamber of Commerce
20 S. Limestone St., Suite 100
Springfield, Ohio 45502
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Chamber President determines that a delay will severely disadvantage Chamber. The provider(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. Chamber shall issue written decision on all timely protests and shall notify any provider who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

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

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. Provider Assurances Form *(To be completed and included in the proposal packet as specified in Section 5.2, A. Technical Proposal, Section 1)***

ATTACHMENT A

Provider Assurances Form

Purpose: The Greater Springfield Chamber of Commerce (Chamber) requires the following information on providers who submit proposals or bids in response to Requests for Proposals (RFPs) or other competitive opportunity in order to facilitate the development of the contract (or finalization of a purchase) with the selected provider. Chamber reserves the right to reject any proposal if this information is not provided fully, accurately, and by the deadline set by Chamber. Further, some of this information (as identified below) **must** be provided in order for Chamber to accept and consider a proposal/bid. **Failure to provide such required information will result in the proposal's immediate disqualification.**

Instructions: Provide the following information regarding the provider submitting the proposal or bid. Providers must print this attachment, complete and sign it and include it in their proposals. It is mandatory that the information provided is certified with an original signature from a person with authority to represent the provider. Providers are to provide this completed and signed form as a component of their original proposal, according to instructions in the RFP for proposal/bid composition.

Providers must provide all information

1. Chamber RFP #:	2. Proposal Due Date:
3. Provider Name: <small>(legal name of the provider – person or organization – to whom contract/purchase payments would be made)</small>	4. Provider Federal Tax ID #: <small>(this number MUST correspond with the name in Item #3)</small>
5. Provider Corporate Address:	6. Provider Remittance Address: (or “same” if as same as Item #5)
7. Print or type information on the provider representative/contact person <u>authorized to answer questions on the proposal/bid:</u> Provider Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	
8. Print or type the name of the provider representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the provider, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Provider's Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	

I recognize that I must give assurances for each item below. If I cannot, I will explain why the assurances were not met or this proposal will be automatically rejected. The assurances are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State of Ohio, or local Debarment List.
3. We included in our proposal a copy of our most recently completed financial audit confirming that we are fiscally solvent.
4. We have, or will have: all of the fiscal control and accounting procedures needed to ensure that contract funds will be used as required by law and contract.
5. We have additional funding sources and will not be solely dependent on any funds awarded through a contract as a result of this RFP.
6. **We will meet all applicable Federal, State and Local compliance requirements.** These include, but are not limited to:
 - Records accurately reflect actual performance.
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant, and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Meeting requirements of **Section 504 of the Rehabilitation Act of 1973.**
 - Meeting all applicable labor laws, including Child Labor Law standards.
 - Drug Free Workplace

We will not:

- Use contract funds to assist, promote or deter union organizing.
- Use contract funds in the construction, operation or maintenance of any part of a facility to be used for sectarian instruction or religious worship.

I hereby assure that all of the above are true:

Signature

Date

Name (printed)

Title