

Job & Family Services of Clark County  
Request for Proposals (RFP)  
TANF Summer Youth Employment Program



## **REQUEST FOR PROPOSALS**

Job & Family Services of Clark County  
TANF Summer Youth Employment Program  
RFP #: 02-CY13

**For Service Provision**  
June 1, 2013 to August 31, 2013

Offered by  
**Job & Family Services of Clark County**  
**1345 Lagonda Avenue**  
**Springfield, Ohio 45503**  
**937-327-1700**

**Deadline for Proposal Submission is April 15, 2013**  
**REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED**

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**JOB & FAMILY SERVICES OF CLARK COUNTY**  
**TANF Summer Youth Employment Program**  
**RFP# 02-CY13**

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

**1.1 Purpose**

The Ohio Department of Job & Family Services will be providing special TANF allocations to county JFS departments that express interest in operating a TANF Summer Youth Employment program. Per the ODJFS Office of Family Assistance Letter #123, "These dollars will enable county agencies to establish programs allowing low-income TANF-eligible Ohio youth to gain valuable work experience while earning a paycheck to help meet basic needs.

Job & Family Services of Clark County (JFSCC) releases this Request for Proposals (RFP) for the purpose of obtaining a provider to provide a Summer Youth Employment Program for eligible participants.

**1.2 Objectives of the Project**

Job & Family Services of Clark County (JFSCC) is seeking interested and qualified vendor(s) to provide workplace experiences for its Summer Youth Employment Program. The intent of this RFP is to find viable worksites for summer youth employment placement that JFSCC will enter into contracts with various organizations that can demonstrate an ability to assist TANF eligible youth between the ages of 16-18 and young adults between the ages of 19-24 with finding and maintaining a variety of summer employment opportunities. Through this program, vendor(s) will offer effective summer youth employment services for eligible youth referred by Job & Family Services of Clark County. The successful bidder will:

- a. Provide innovative work experiences that help youth gain marketable skills;
- b. Connect youth's education and career choice with the employment placement;
- c. Offer structured work experiences in public and nonprofit organizations, as well as private sector businesses.

Prior to starting employment, youth enrolled in the Summer Youth Employment Program will participate in a minimum of ten unpaid hours of combined soft skills development, objective assessments of their academic skills, occupational skills, prior work experience, employability interests and aptitudes facilitated by Job & Family Services of Clark County. Youth who successfully complete the ten hour training are required to write an essay relative to employment interests or career path followed by a standardized structured interview for referral into the job program.

TANF encourages self-sufficiency for families through employment while meeting basic needs through temporary cash assistance. Self-sufficiency is defined as being able to sustain and maintain one's family independence with need for, or reliance on, government or community agencies. Four (4) core goals comprise TANF:

1. Provide assistance to needy families so children may be cared for in their homes or in the homes of relatives.
2. End dependence of needy parents by promoting job preparation, work, and marriage.
3. Prevent and reduce out-of-wedlock pregnancies and establish goals for preventing and reducing the incidence of these pregnancies.
4. Encourage the formation and maintenance of two parent families.

The TANF Summer Youth Employment program will be helping eligible youth and their families achieve the first two of the four purposes of TANF.

To this end, JFSCC seeks **responsive** proposals from organizations **demonstrated experience** working with youth that provide for one or more of the employment-related services.

### **1.3 Target Population**

This program will only serve persons from a TANF-eligible family. The types of persons that may be served are:

- Youth ages 16-17, as long as the youth is a minor child in a needy family and is in school (youth may be 18 if they are a full time student in a secondary school);
- Youth ages 18-24, as long as they are in a needy family that also has a minor child; or
- Youth ages 18-24 that have a minor child and are considered needy.

The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child. "Needy" is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level.

*Minor Child* and *Families* are defined in federal and state regulations. *Minor child* means an individual who: (1) Has not attained 18 years of age; or (2) Has not attained 19 years of age and is a full-time student in a secondary school (or in the equivalent level of vocational or technical training). *Families* are defined by federal regulation and state law as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).

*Serving Youth in Foster Care:* Youth in the temporary or permanent custody of a Public Children Services Agency (PCSA) who are placed in a licensed foster care setting, that are between the

ages of 16 and 17 years of age or 18 years of age if they are a full time student in a secondary school may be served under the TANF Summer Youth Employment Program.

Provider must comply with ORC Chapter 4109: Employment of Minors, Ohio Minor Labor Law and a Minor Wage Agreement.

#### **1.4 Anticipated Procurement Timetable**

<b>Date</b>	<b>Event/Activity</b>
March 15, 2013	JFSCC releases RFP to potential providers; Q&A period opens <ul style="list-style-type: none"><li>- RFP becomes active.</li><li>- Proposers may submit inquiries for RFP clarification.</li></ul>
March 22, 2013	Bidders' Conference for Proposers
March 26, 2013	Proposer Q&A Period Closes 9 a.m. (for inquiries for RFP clarification). <ul style="list-style-type: none"><li>- No further inquiries for RFP clarification will be accepted.</li></ul>
April 1, 2013	JFSCC provides Final Proposer Question & Answer document.
April 15, 2013	<b>Deadline for Proposers to Submit Proposals to JFSCC (4 p.m.).</b> <ul style="list-style-type: none"><li>- This is the proposal opening date, beginning of the JFSCC process of proposal review.</li></ul>
May 8, 2013	Letter of intent to award contract issued by JFSCC. <ul style="list-style-type: none"><li>- All applicants notified.</li></ul>
May 28, 2013	Contract submitted to County Commission for approval.
June 1, 2013	Service provision begins.

JFSCC reserves the right to revise this schedule in the best interest of Job & Family Services of Clark County and/or to comply with the County procurement procedures and regulations and after providing reasonable notice.

#### **1.5 Reporting Requirements**

There will be monthly reporting of information about participants, including individual data such as program begin date, program end date, age, employer, type of employment, reason for leaving, salary, average hours per week, and specialized skills gained. The reporting tool will be due on the **8<sup>th</sup> of each month** to JFSCC. Further instructions concerning the reporting tool will be issued when made available by ODJFS.

In addition to the monthly reporting tool, provider(s) will be responsible for completing a pre- and post-employment evaluation of the youth. A standard evaluation tool and instructions will be provided by JFSCC for use by the provider(s) when it becomes available from ODJFS. All pre- and post-employment evaluations will be provided to JFSCC at the completion of the program.

Provider(s) shall also issue to each participating youth who complete the summer youth program a Certificate of Completion. The design of the certificate will be left up to JFSCC. The certificate shall contain, at a minimum, the following items:

- The name of the program (TANF Summer Youth Employment Program);
- The name of the youth;
- The dates of participation;
- The name of the employer; and
- Funding for this program was provided by the Ohio Department of Job and Family Services.

#### **1.6 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 1.4, Anticipated Procurement Timetable. To ask a question, providers must submit all questions in writing, via email, to [ebrodine@clarkdifs.org](mailto:ebrodine@clarkdifs.org) prior to the closing time and date for the 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. JFSCC 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. JFSCC will not respond to any questions submitted after 9 a.m. on the date the Q&A period closes.

JFSCC 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 JFSCC responses to such questions comprise the “JFSCC Q&A Document” for this RFP.

Provider proposals in response to this RFP are to take into account any information communicated by JFSCC 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 JFSCC Q&A Document will be clearly identified on the website dedicated to this RFP, once that document is made available.

**IMPORTANT:** Requests from providers for copies of previous RFPs, past provider proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 1.8, Communication Prohibitions will be honored. The

posted time frames for JFSCC responses to email questions for RFP clarification do not apply to PRRs.

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 JFSCC 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, JFSCC will use its discretion in deciding whether to provide answers. Interested providers should also refer to RFP Section 1.9, Contract Period and Funds Available, for related information.

There is an established time period for the Internet Q&A process (see Section 1.4, Anticipated Procurement Timetable, above). JFSCC will only answer those questions submitted within the stated time frame for submission of provider questions, and which pertain to issues of RFP clarity, and which are not requests for public information. JFSCC 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 JFSCC website where the RFP and its related documents are published, they may contact Erin Thomas-Brodine at [ebrodine@clarkdjfs.org](mailto:ebrodine@clarkdjfs.org).

### **1.7 Bidders' Conference**

A bidders' conference has been scheduled for March 22, 2013 at 9 a.m. in the Buckeye Room in Building C at the Job & Family Services of Clark County campus, 1345 Lagonda Avenue, Springfield, Ohio. JFSCC staff will respond to questions regarding the requirements of the RFP.

All prospective proposers should plan to attend this conference. Please bring your copy of the RFP. All questions following the bidders' conference must be submitted in writing by 9 a.m. on March 26, 2013 and answers will be posted by 9 a.m. on April 1, 2013. For all questions asked prior to, during, and after the bidders' conference, answers will be formulated and posted on the website dedicated to this RFP, for reference by all potential proposers.

As noted in Section 1.8, Communication Prohibitions (below) of this RFP, JFSCC 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 proposers to be aware of and fully respond to all updated information posted on this web page.

## **1.8 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 JFSCC, 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 1.6, Internet Q&A Period;
2. As necessary in any pre-existing or on-going business relationship between JFSCC 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 JFSCC, which JFSCC deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, JFSCC will post those revisions, amendments, etc., to the website dedicated to this RFP;\* and
5. Any Public Records Request (PRR) made through JFSCC.

**\*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. JFSCC 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.

JFSCC 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.

## **1.9 Contract Period and Funds Available**

JFSCC is seeking to contract with a provider for a TANF Summer Youth Employment Program for the period June 1, 2013 to August 31, 2013.

This program will be supported by Temporary Assistance for Needy Families (TANF), which is a federal funding source.

Potential providers should be aware that JFSCC may, at its sole discretion, negotiate with all technically qualified 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, Phase III. Review-Criteria for Considering the Cost Proposal, of this RFP establishes further information on JFSCC procedures to be implemented if this occurs.

This RFP and all agency contracts are contingent on the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The providers will be notified at the earliest possible time. JFSCC is not required to compensate any provider for any expenses incurred as a result of the RFP process.

### **1.10 Allowable and Unallowable Costs**

Per ODJFS Family Assistance Letter #123, allowable costs under this program include:

- Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
- Payments to third parties to operate the program;
- Recruitment and development of employers for the program;
- Other ancillary services which are offered by the employer to the summer youth employment participant including:
  - Work related items such as uniforms, tools, licenses, or certifications;
  - Case management activities related to the program; and
  - Job coaches and mentors;
  - Workers' compensation expenses;
  - FICA;
  - Direct supervision and training costs;
  - Work clothing if it is necessary for employment at the specific job placement; and
  - Transportation cost to and from the work site.

The cost of health insurance for youth may not be charged against this allocation; however, the cost of health insurance for staff employed by a third party to operate the program can be charged against this allocation.

Unallowable costs, which cannot be charged against this allocation include, but are not limited to, the following:

- Costs associated with eligibility determination activities;
- Salaries and benefits of staff performing administrative and coordination functions;
- Preparation of program plans, budgets, reports and schedules, and the monitoring of program and projects;
- Fraud and abuse units;
- Services related to accounting, litigation, audits, management property, payroll, personnel, procurement, and public relations;
- Costs of goods and services and travel costs required for official business and the administration of the program unless excluded under paragraph (a) of O.A.C. §5101:9-6-08.8;
- Management information systems not related to the tracking and monitoring of the program;

- Food for staff or participants;
- Laptop computers; and
- Any item of cost not specifically stated under the allowable costs section (above) is considered unallowable, as well as those costs that are deemed as unallowable, per OMB Circular A-122 (see Section 5.2, B. Cost Proposal)

### **1.11 Termination Clause**

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

## **SECTION II. PROVIDER EXPERIENCE AND QUALIFICATIONS**

### **2.1 Demonstration of Experience**

The provider's previous experience in delivering similar or related services should be demonstrated. If applicable, the provider should include descriptions and/or samples of up to three similar projects completed in the past five years that demonstrate appropriate experience.

Additionally, provider should demonstrate experience in providing services to the population targeted by this program.

## **SECTION III. SCOPE OF WORK & SERVICES TO BE PROVIDED**

### **3.1 Scope of Work**

Proposals should demonstrate the following abilities:

- A. Ability to start services by June 1, 2013;
- B. Accept and accommodate all referrals after the participants are determined to be eligible by JFSCC;
- C. Using each participant's assessments, educational background, and interest, place each youth at a non-profit or private sector employment site;
- D. Recruit and/or develop and maintain sufficient and appropriate sites to accommodate the assigned participants;
- E. Employ each participant for the period of June 1, 2013 through August 31, 2013;
- F. Ability to handle the wage reimbursement process ensuring youth receive wages;
- G. Ability to supervise the youth that are dispersed to the worksites as needed;
- H. Understanding and ability to overcome unique challenges when placing youth in the workplace including, but not limited to, being familiar with minor labor laws,

overcoming transportation barriers, establishing bank accounts and cashing paychecks, etc.

- I. A contingency in place to re-engage youth who are separated from employment for the duration of the program;
- J. Administer pre- and post-employment evaluations to each participant;
- K. Issue a certificate of completion to each participant after completion of the employment program;
- L. Maintain records and meet all reporting requirements as specified in Section 1.5 Reporting Requirements;

### **3.2 Specification of Deliverables**

The provider(s) chosen as a result of this RFP will operate a TANF Summer Youth Employment Program for the period of June 1, 2013 through August 31, 2013. Youth participants shall be employed for the duration of the program and will gain valuable work experience while developing a work history and current reference from an employer.

### **3.3 Selected Provider Compensation Structure**

JFSCC agrees that reimbursement of all costs will be dependent upon Provider(s) performance in the delivery of services specified in the approved budget, once the contract is awarded. Payment shall be made by the Clark County Auditor upon proper presentation of request, when approved by JFSCC and the Provider(s). Payment shall be made on a direct cost reimbursement basis. Department recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures.

The Provider(s) shall provide a monthly invoice to JFSCC no later than 30 days past the service month. Failure to provide either the invoice within the 30 days may delay payment of the invoice. This invoice shall adhere to the guidelines communicated by JFSCC and shall include the individual data stated in Section 1.5 Reporting Requirements.

### **3.4 Responsibilities of Job & Family Services of Clark County**

- 1. JFSCC will provide a 10-hour job readiness course for all eligible participants prior to referral to the provider(s).
- 2. JFSCC will determine eligibility for and refer all OWF participants to the provider.
- 3. JFSCC will submit the monthly reports (to be submitted by the provider(s) by the 8<sup>th</sup> of each month) to ODJFS.

## **SECTION IV. LIMITATIONS AND OTHER REQUIREMENTS**

### **4.1 Limitations**

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

JFSCC will review each proposal with respect to price, proposer's administrative and programmatic capabilities, and conformance to the RFP criteria. JFSCC may reject all responses if proposed rates are unreasonable or if the proposers do not meet the RFP acceptance criteria.

All proposals submitted in response to the RFP will become the property of JFSCC.

### **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 JFSCC and/or other county agency staff or other representatives it may appoint, as appropriate. JFSCC 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 JFSCC 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 JFSCC's responsibility (see Section 4.2, Interview, above).

### **4.4 Certifications**

Any provider responding to any JFSCC RFP, or any other procurement opportunity, is required to provide certification of insurance. The following are the standard requirements of insurance for providers who hold contracts with Clark County. Providers must provide, in their proposals, assurances regarding the items outlined below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit
- e. The Board of Clark County Commissioners (not the Department of Job & Family Services) must be named as “Additional Insured” on the policies listed in paragraphs b, c, and d above. The Board of Clark County Commissioners must also be named as the Certificate Holder at 50 E. Columbia St., Springfield, Ohio 45502.
- f. Liability coverage for abuse and molestation in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- b. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

See Section 5.2, Format for Organization of the Proposal/Proposal Content, 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 JFSCC may result in the disqualification of the provider’s proposal from consideration.

#### **4.5 Contractual Requirements**

Once a contract is awarded to a provider(s), it shall assure that:

- 1. To the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with JFSCC or projects or programs funded by JFSCC, has any personal financial interest, direct or indirect, in the contract. The provider further covenants that in the performance of the contract, no person having such conflicting interest shall knowingly be employed by the provider. Any such interest, on the part of the provider or its employees, when known, must be disclosed in writing to JFSCC.
- 2. It possesses legal authority to enter into a contract: a resolution, motion, or similar action has been duly adopted or passed as an official act of the provider’s governing body, authorizing the negotiation and execution of the contract, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of the provider to act in connection with the contract and to provide such additional information as may be required by JFSCC.

3. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of JFSCC will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age, belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of JFSCC.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
5. Appropriate standards for health and safety in work and training situations will be maintained.
6. It shall comply with the provisions of the Clark County Concealed Carry Policy.
7. It recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the provider.
8. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. No staff providing direct services under the contract has been convicted of, or pled guilty to, a violent crime against children, as defined in the Ohio Revised Code 5153.11.1, as verified by a satisfactory completion of a background check.
10. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The provider will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin, according to federal law.
11. It will, in all solicitation or advertisements for employees placed by or behalf of the provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, according to federal law.
12. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason or race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.
13. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

14. It will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
15. Neither it or any other units planned for participation in activities to be funded as a result of this RFP, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
16. It will provide workers' compensation or other insurance coverage for injuries that may be suffered by employees in accordance with 20 CFR 692.22.
17. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
18. Claims made to JFSCC for payment for services to eligible individuals do not duplicate claims made by the provider to other sources of public funds for the same service. The services being contracted for are not available on a non-reimbursement basis.
19. Nothing in this contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from the contract supplement and do not supplant existing services.
20. It shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code. The provider further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
21. It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The provider certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
22. It is bound by the confidentiality, disclosure and safeguarding requirements of the Ohio Department of Job and Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.27.1, and 5101.28, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-3701.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.
23. Services will not be provided through the contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and

families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.

- 24. It is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Section 102.03 and 102.04.
- 25. It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-federal funds that takes place in connection with obtaining any federal award will be disclosed.
- 26. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/County agency and to the US EPA Assistant Administrator for Enforcement (EN-329).
- 27. It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-Procurement Program" in accordance with Executive Orders 12549 and 12689. Endorsement of the contract certifies its exclusion status and that of its principles.

#### **4.6      Campaign Contribution Declaration**

As part of the submitted proposal, providers must include the attached notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code form (Campaign Contribution Declaration – HB694). Amended Substitute House Bill 694 (“HB 694”) limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts.

All providers interested in responding to this RFP must include the completed Campaign Contribution Form (included in this RFP as Attachment D) in their proposals.

#### **4.7      Personal Property Tax Statement**

As part of the submitted proposal, providers must include the attached notarized Personal Property Tax Statement. Failure to include this statement as part of the proposal submitted to JFSCC may result in the disqualification of the provider's proposal from consideration.

#### **4.8      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.**

#### **4.9 Waiver of Minor Proposal Errors**

JFSCC may, at its sole discretion, waive 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.

#### **4.10 Proposal Clarifications**

JFSCC 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**

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

- **Five paper copies (one signed original and four copies) and** either one CD-ROM copy of the Technical Proposal or the Technical Proposal may be emailed to [ebrodine@clarkdifs.org](mailto:ebrodine@clarkdifs.org).

**AND**

- in a sealed, separate envelope, **five paper copies (one signed original and four copies) and** one CD-ROM copy of the Cost Proposal or the Cost Proposal may be emailed to

[ebrodine@clarkdjfs.org](mailto:ebrodine@clarkdjfs.org). If the provider chooses to email both proposals, they must be sent in **two separate emails**.

The providers' total proposal submissions (both the technical and cost proposals in all required copies) must be received by JFSCC complete no later than 4 p.m. on April 15, 2013. Faxed submissions will not be accepted. **Proposals must be addressed to:**

**Job & Family Services of Clark County**  
**Attention: Erin Thomas-Brodine**  
**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. All copies (both paper and CD-ROM/e-mail) 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 TANF SUMMER YOUTH EMPLOYMENT PROGRAM RFP – RFP#02-CY13 SUBMITTED BY [PROVIDER'S NAME HERE]."**

The CD-ROM/e-mail copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. The CD-ROM/e-mail copy of the Cost Proposal must include all cost proposal components, including any required or voluntary attachments. **The CR-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal. If the provider chooses to submit the electronic copy of the Cost Proposal, it must submit separately from the e-mail containing the Technical Proposal.** The CD-ROMs must be labeled with the provider's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CDs/e-mails will be used by JFSCC for archiving purposes and for fulfillment of Public Records Requests. Failure to include them or to properly label them may, at JFSCC discretion, result in the rejection of the provider from any consideration.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a 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. JFSCC 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. **JFSCC 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**

A sample Technical Proposal Evaluation Score Sheet is provided as **Attachment B.** of this RFP. **Providers are strongly encouraged to use the Score Sheet 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** *Identifying Information:* The name of the proposing organization, address, name of contact person, telephone number, e-mail address, etc. should be clearly identified.

**Section 2** *Provider Experience & Qualifications*  
Demonstration of Experience (Section 2.1)

**Section 3** *Services to be Provided:* This section must address each of the items that appear in Section III, Scope of Service, including:

- Ability to start services by June 1, 2013;
- Accept and accommodate all referrals after the participants are determined to be eligible by JFSCC;
- Using each participant's assessments, educational background, and interest, place each youth at a non-profit or private sector employment site;
- Recruit and/or develop and maintain sufficient and appropriate sites to accommodate the assigned participants;
- Identify and describe the employment placements and the anticipated skills gains for each that will be used during this program;
- Employ each participant for the period of June 1, 2013 through August 31, 2013;
- Ability to handle the wage reimbursement process ensuring youth receive wages;
- Ability to supervise the youth that are dispersed to the worksites as needed;
- Understanding and ability to overcome unique challenges when placing youth in the workplace including, but not limited to, being familiar with minor labor laws, overcoming transportation barriers, establishing bank accounts and cashing paychecks, etc.
- A contingency in place to re-engage youth who are separated from employment for the duration of the program;
- Administer pre- and post-employment evaluations to each participant;

- Issue a certificate of completion to each participant after completion of the employment program;
- Maintain records and meet all reporting requirements as specified in Section 1.5 Reporting Requirements;
- Describe the placement activities, to include job development activities, and staff used for placement activities;
- Describe plans to provide case management services to participants who enroll in the provider's training program(s and how the training program(s) lend itself to the coordination of other services (i.e. work experience, tutoring) in conjunction with the proposed training;
- Describe any supportive services that will be available to participants;
- Describe how the program will be evaluated, including individual progress and satisfaction, overall effectiveness, and overall quality;
- How does the proposed program fit into the provider's mission?
- Describe the organization's Participant Grievance Procedure and the organization's Incident Report process. Submit copies of any forms used in this process.

**Section 4** *Reporting:* Provide assurances with regard to the ability to meet all reporting requirements outlined in Section 1.5, Reporting Requirements, of this RFP.

**Section 5** *Other Pertinent Information:* This section may include additional information not requested elsewhere.

**Section 6** Provider Assurances Form

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

Campaign Contribution Declaration Form

Personal Property Tax Statement

Assurances and Certifications

A copy of the most recently completed financial audit

All pages in the Technical Proposal must be sequentially numbered, with the exception of Section 7 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 JFSCC 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 JFSCC 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 JFSCC 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 JFSCC.

## **B. Cost Proposal**

- a. Providers must submit a cost proposal/budget for the initial contract period of June 1, 2013 to August 31, 2013 and shall be included as a total program budget that indicates all other funding sources for the program, specifically indicating the amount of the provider's own resources that will be used to supplement the program. The provider acknowledges that it will be reimbursed on a direct cost reimbursement basis, see section 3.3. Contract reimbursement is based on approval of deliverable by JFSCC. Said cost proposal may include, but is not limited to, the following items:
  - Direct supervision and training costs;
  - Workers' compensation expenses;
  - FICA;
  - Participant wages;
  - Direct supervisor mileage;
  - Transportation for youth to employment sites;
  - Work-related items such as uniforms, tools, licenses or certifications;
  - Case management activities related to the program;
  - Job coaches and mentors;
  - Work clothing if it is necessary for employment at the specific job placement (if vehicle costs are included, the provider must show detailed calculations as to how the costs were derived);
- b. Provider must submit a detailed narrative, which demonstrates how costs are related and why they are necessary to the proposed program.
- c. Provider must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- d. For the purposes of this RFP, "allowable" and "unallowable" program costs are itemized in the following:
  - a. For Non-Profit Organizations:  
[http://www.whitehouse.gov/omb/circulars\\_a122\\_2004](http://www.whitehouse.gov/omb/circulars_a122_2004)
  - b. For State, Local, and Indian Tribal Governments:  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004](http://www.whitehouse.gov/omb/circulars_a087_2004)
  - c. For Educational Institutions:  
[http://www.whitehouse.gov/omb/circulars\\_a021\\_2004](http://www.whitehouse.gov/omb/circulars_a021_2004)

If there is a dispute regarding whether a certain item of cost is unallowable, JFSCC's decision is final. As stated in Section 1.10 Allowable and Unallowable Costs, activities and/or

expenses considered TANF administration cannot be charged to this allocation. Federal regulations define what is considered TANF administration and they are also set forth in rule 5101:9-6-08.8 of the Ohio Administrative Code.

A sample Cost Proposal Evaluation Score Sheet is provided as **Attachment C** of this RFP. **Providers are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

**Five** (one signed original and four copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL  
ENCLOSED FOR TANF SUMMER YOUTH EMPLOYMENT PROGRAM RFP#02-CY13  
SUBMITTED BY [PROVIDER’S NAME HERE].”**

This envelope/package must also contain the labeled Cost Proposal CD-ROM (if the provider chooses not to email the proposal to the specified address). The Cost Proposal must include a statement that the prices quoted are firm.

Providers are to use the format outlined above to submit their cost proposal for the period June 1, 2013 to August 31, 2013. 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, JFSCC will consider only the dollar amounts displayed in the Cost Proposal Budget.

In calculating their total proposed cost, providers must consider cost resulting from all services to be provided listed in Section 3.2 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether identified by JFSCC in this RFP or not).

#### **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 JFSCC 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 JFSCC 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 JFSCC. Failure to follow these instructions will result in disqualification.

## **SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION**

### **6.1 Scoring of Proposals**

JFSCC 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 members of the WorkPlus Youth Council. Providers should not assume that the review team members are familiar with any current or past work activities with JFSCC. 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, JFSCC 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” answer to the questions listed below will eliminate a proposal from further consideration.**

1. Was the proposal received by the deadline as specified in Sections 1.4, Anticipated Procurement Timetable, and 5.1, Proposal Submission Information?
2. Did the provider submit six paper copies and one electronic copy of their Technical Proposal, as well as their Cost Proposal (in a separate sealed envelope labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR TANF SUMMER YOUTH EMPLOYMENT PROGRAM RFP#02-CY13 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

- Campaign Contribution Declaration (see Section 4.6 of this RFP)
- Personal Property Tax Statement (see Section 4.7 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 JFSCC?
5. Does JFSCC's review of the SAM.gov website verify that the provider is not excluded from contracting with JFSCC 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 score sheet for Phase II scoring (see **Attachment B.** of this RFP for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

A maximum of 80 points will be awarded for the Technical Proposal. A technical proposal must achieve a total of at least 60 points (a score which represents that the provider can successfully perform the resulting contractual duties) out of the possible 80 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 JFSCC in response to this RFP, providers are strongly encouraged to use the Technical Proposal Evaluation Score Sheet (**Attachment B.**) and the above technical performance scoring information to review their proposals for completeness, compliance and quality.

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. Review—Criteria for Considering the Cost Proposal**

The Cost Proposal will be reviewed by JFSCC. 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 75 points will be awarded for the Cost Proposal. A cost proposal must achieve a total of at least 56 points (a score which represents that the provider can successfully perform the resulting contractual duties) out of the possible 75 points to qualify for continued consideration. Any proposal which does not meet the minimum required cost proposal points and/or includes costs considered to be TANF Administration 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 Score sheet, **Attachment B.**, to this RFP) are in excess of the available funding for this project, JFSCC 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 JFSCC 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 JFSCC 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, JFSCC 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 Score Sheet, **Attachment B.**, for calculation of the winning score.

## **6.2      Review Process Caveats**

JFSCC 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.

JFSCC 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 JFSCC, and providers' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 1.8 of this RFP. Such communications are expressly permitted when initiated by JFSCC, but are at the sole discretion of JFSCC.

Should JFSCC 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 JFSCC. 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.

JFSCC reserves the right to negotiate with providers for adjustments to their proposals should JFSCC 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 JFSCC, but are at the sole discretion of JFSCC.

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

### **6.3 Final Provider Recommendation**

The PRT will recommend to the Director of JFSCC the technically qualified provider offering the proposal most advantageous to JFSCC, as determined by the processes and requirements established in this RFP.

### **6.4 Tie Breaker**

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal, 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 JFSCC;
  5. A statement as to the form of relief requested from JFSCC; 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 JFSCC, 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 1.4, 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 9 a.m. of the seventh (7<sup>th</sup>) calendar day after the issuance of the Letter of Intent to Award the contract.
- C. An untimely protest may be considered by JFSCC if it determines that the protest raises issues significant to JFSCC' procurement system. An untimely protest is one received by JFSCC after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:

Director  
Job & Family Services of Clark County  
1345 Lagonda Avenue  
Springfield, Ohio 45503

- 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 JFSCC Director determines that a delay will severely disadvantage JFSCC. The provider(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. JFSCC 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

**JFSCC is under no obligation to issue a contract as a result of this solicitation if, in the opinion of JFSCC and the proposal review team, none of the proposals are responsive to the objectives and needs of JFSCC. JFSCC reserves the right to not select any provider should JFSCC 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 JFSCC.**

**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*)
- B. Technical Proposal Evaluation Score Sheet (*For provider self-evaluation purposes...do not submit*)
- C. Cost Proposal Evaluation Score Sheet (*For provider self-evaluation purposes...do not submit*)
- D. Campaign Contribution Declaration Form (*To be completed and included in technical proposal packet as specified in Section 5.2*)
- E. Personal Property Tax Statement (*To be completed and included in technical proposal packet as specified in Section 5.2*)
- F. Participant Survey (*For informational purposes...do not submit*)

**ATTACHMENT A**  
**Provider Assurances Form**

**Purpose:** Job & Family Services of Clark County (JFSCC) 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. JFSCC reserves the right to reject any proposal if this information is not provided fully, accurately, and by the deadline set by JFSCC. Further, some of this information (as identified below) **must** be provided in order for JFSCC 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. JFSCC RFP #:	2. Proposal Due Date:
3. Provider Name:  (legal name of the provider – person or organization – to whom contract/purchase payments would be made)	4. Provider Federal Tax ID #:  (this number MUST correspond with the name in Item #3)
5. Provider Corporate Address:	6. Provider Remittance Address: (or "same" if as same as Item #5)
<b>7. Print or type information on the provider representative/contact person authorized to answer questions on the proposal/bid:</b> Provider Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	
<b>8. Print or type the name of the provider representative 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</b> (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:	

Job & Family Services of Clark County  
Request for Proposals (RFP)  
TANF Summer Youth Employment Program

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 Contractual Requirements stated in Section 4.5 of this RFP.
7. **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

**ATTACHMENT B**

**Technical Proposal Evaluation Score Sheet**

<b>80 points possible</b>				
<b><u>Proposing Organization:</u></b>				
<b>Provider Experience</b>	Poor 1-10 points	Fair 11-20 points	Good 21-30 points	Score 30 points possible
Provider demonstrated the following experience (according to Section 2.1 of the RFP): <ul style="list-style-type: none"> <li>a. Previous experience in delivering similar services. Proposal included descriptions and/or samples of similar projects completed in the past five years.</li> <li>b. Experience with the target population.</li> </ul>	Notes:			
<b>Scope of Work &amp; Deliverables</b>	Poor 1-16 points	Fair 17-33 points	Good 34-50 points	Score 50 points possible
Provider has created a realistic and comprehensive plan for providing each of the following: <ul style="list-style-type: none"> <li>a. Ability to start services by June 1 and employ youth for the period June 1-August 31, 2013.</li> <li>b. Using each participant's assessments, educational background, and interest, place each participant at a non-profit or private sector employment site.</li> <li>c. Provider's proposed employment opportunities are in line with program objective of finding youth meaningful employment and skills gain.</li> <li>d. Recruit and/or develop and maintain sufficient and appropriate sites to accommodate the assigned participants.</li> <li>e. Ability to handle the wage reimbursement process ensuring youth receive wages;</li> <li>f. Ability to supervise the youth that are dispersed to the worksites as needed.</li> <li>g. Provider demonstrates understanding and ability to overcome unique challenges when placing youth in the workplace.</li> <li>h. A contingency to re-engage youth who are separated from employment.</li> <li>i. Administer pre- and post-employment evaluations to each participant.</li> <li>j. Willingness to issue a Certificate of Completion to each participant after completion of the program.</li> <li>k. Maintain records and meet all reporting requirements as specified in Section 1.5.</li> </ul>	Notes:			
Comments:				Final Score

**ATTACHMENT C**  
**Cost Proposal Evaluation Score Sheet**

<b>75 points possible</b>				
<b>Proposing Organization:</b>				
Weighted Criteria <b>COSTS &amp; METHODOLOGY</b>	Poor 1-3 points	Fair 4-7 points	Good 8-10 points	Score 20 points possible
Provider's cost proposal included all necessary cost elements to successfully operate the TANF Summer Youth Employment Program. Provider did not include costs considered to be TANF Admin.	Notes:			
Weighted Criteria <b>NARRATIVE</b>	Poor 1-3 points	Fair 4-7 points	Good 8-10 points	Score 30 points possible
Provider included a detailed narrative demonstrating how costs are related and necessary for the operation of the proposed program.	Notes:			
Weighted Criteria <b>COST REASONABILITY</b>	Poor 1-3 points	Fair 4-7 points	Good 8-10 points	Score 15 points possible
Provider's costs are necessary and reasonable.	Notes:			
Weighted Criteria <b>COMPUTATIONS</b>	Poor 1-3 points	Fair 4-7 points	Good 8-10 points	Score 10 points possible
Provider's cost proposal computations are all correct.	Notes:			
Comments:				Final Score

Job & Family Services of Clark County  
Request for Proposals (RFP)  
TANF Summer Youth Employment Program

**ATTACHMENT D**  
**Campaign Contribution Declaration**  
AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF \_\_\_\_\_ SS:

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity) (Type of Product or Service)

to be let by the County of Clark, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the entity (corporation, business trust, partnership, other unincorporated business [including labor unions], association [including professional associations], estate, or trust):

1. That none of the following has individually made within the previous 24 months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$1,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (or other unincorporated business);
  - c. any shareholder of the association;
  - d. any administrator of the estate;
  - e. any executor of the estate;
  - f. any trustee of the trust;
  - g. any owner of more than 20% of the corporation or business trust (if applicable);
  - h. each spouse of any person identified in (a) through (c) of this section;
  - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have collectively made within the previous 24 months, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$2,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
  - a. myself
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any shareholder of the association;
  - d. any administrator of the estate;
  - e. any executor of the estate;
  - f. any trustee of the trust;
  - g. any owner of more than 20% of the corporation or business trust (if applicable);
  - h. each spouse of any person identified in (a) through (c) of this section;
  - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT E**  
**Personal Property Tax Statement**

(See Section 5719.042, O.R.C.)

STATE OF \_\_\_\_\_)

ss:

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, having been duly sworn, state that I  
am competent to testify to the following:

(COMPLETE APPLICABLE STATEMENT)

( ) On \_\_\_\_\_, I submitted a bid to Clark County, Ohio, to  
provide the County with \_\_\_\_\_.  
On said date, I owed no personal property tax to the Clark County Taxing District, and,  
after checking with said District, I have personal knowledge that I have not been charged  
with having any delinquent personal property tax owed to said District.

OR

( ) On \_\_\_\_\_, I submitted a bid to Clark County, Ohio, to  
provide the County with \_\_\_\_\_.  
I presently am delinquent in the payment of personal property tax to the Clark  
County Taxing District, and, after checking with said District, I have personal  
knowledge that my name appears upon the records of said District as delinquent in the  
payment of personal property tax as follows:

\_\_\_\_\_ owed in delinquent taxes, and \_\_\_\_\_ owed as penalties  
assessed against said delinquency. As part of the consideration for a contract to perform the  
above stated bid, I hereby agree that this form be incorporated into said contract to perform work,  
and further agree that proceeds from said contract shall be paid to Clark County Taxing District in  
the amount of said delinquent tax and said assessed penalty prior to any payments being made  
to the bidder or other person under the contract.

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DATE

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BIDDER

Sworn to and subscribed before me, a Notary Public, on this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

---

NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_

**ATTACHMENT F**

**2013 TANF Summer Youth Employment Participant Survey**

Please take a few minutes to complete the following survey.

Your feedback is an important to us and will help with the program evaluation process.

Rank the following questions on a scale from 1 to 5.

**1= Strongly Disagree 2= Somewhat Disagree 3= Neutral 4= Somewhat Agree 5= Strongly Agree**

1. How would you rank the pre-employment job readiness workshops?

<input type="radio"/>				
1	2	3	4	5

2. How would you rank your work experience?

<input type="radio"/>				
1	2	3	4	5

3. Do you feel the program provided meaningful work experience that will help you achieve your employment goals in the future?

<input type="radio"/>				
1	2	3	4	5

4. How would you rank the Summer Youth Employment Program overall?

<input type="radio"/>				
1	2	3	4	5

5. Please provide additional comments/suggestions that you think would improve the program: