

**Lucas County Workforce Development Agency
By the Authority of the
Lucas County Board of Commissioners**

**REQUEST FOR PROPOSALS
(48-2009-RFP-03-WDA)**

For the selection of:

LAYOFF AVERSION SERVICES

CFDA #17.260

**Program Year
2010**

Issued by:

**Lucas County Workforce Development Agency (WDA)
1301 Monroe Street
Toledo, Ohio 43604**

Release Date: January 15, 2010

Mission Statement

**“To design & implement a one-stop delivery system
that meets the needs of both employers and job-seekers.”**

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Section 1. General Information

This is a Request for Proposals (“RFP”) under Section 307 of the Ohio Revised Code (“ORC”) and Section 5101:9-4-07 of the Ohio Administrative Code (“OAC”). Lucas County Workforce Development Agency (“LCWDA”), through the Lucas County Board of Commissioners (“Board”) and the Workforce Investment Board of Lucas County (“WIB”), is seeking Proposals for the provision of Layoff Aversion Services for Dislocated Workers. Targeted service areas include:

- **Pre-feasibility Studies of local companies**
- **Needs assessments of workers in layoff or closure situations**

The RFP gives an approximate timeline for the various events in the submission process, the evaluation process, and performance of the services. While the dates are subject to change, Bidders must be prepared to meet the deadlines as specified in this RFP.

Any failure to meet the deadlines in the submission, evaluation and/or negotiation phase or objection to the dates of performance may result in LCWDA refusing to accept a Bidder’s proposal.

Bidder Project Requirements:

All Bidders of services specified in this RFP must:

- Have a history of providing the services specified in this RFP and in the submitted proposal.
- Demonstrate an in-depth understanding of how to provide these services effectively with the designated target population.
- Have the organizational capacity to provide the proposed services immediately following contract approval.
- Have the necessary skills to develop and utilize various methodologies to track program results and specific outcomes.

Allocation and Target Population:

LCWDA has designated a projected \$32,000.00 in American Recovery and Reinvestment Act of 2009 (ARRA) Rapid Response funds in 2010 for the purchase of services requested through this RFP. This award amount is contingent upon receipt of projected allocations; the total award may be adjusted accordingly. Such services are to serve Lucas County area businesses and workers impacted by layoffs and closures.

Project Deliverables & Work Schedule:

Bidders are required to provide program descriptions that clearly delineate the number of people to be served and program specific goals and measurable outcomes. Should the Bidder be awarded a contract, all outcome targets will be negotiated based upon the measures specified in the successful Bidder’s proposal, and the requirements of the funding sources. The selected service contracts must be cost effective and utilize service strategies that are based upon current research and that respond to the specific service needs of the population to be served.

Any interested Bidder must submit a completed proposal following the procedure outlined in this Request for Proposal no later than February 15, 2010 at 12:00 p.m. (local time). **Should a Bidder choose to submit a proposal covering more than one of the service areas specified, they must provide a separate proposal packet for each service area.**

If a suitable proposal or proposals made in response to this RFP is/are selected, LCWDA, through the Board, may enter into a contract with a Bidder whose proposal has been chosen (“Selected Bidder”). The RFP provides details on what is required to submit a proposal, how LCWDA will evaluate the proposal, and what will be required of the Selected Bidder once they are performing the work.

Once awarded, the Contract Period will begin on the award date and will last through June 30, 2010, with the potential of a contract extension contingent upon performance and available funding. Extensions shall be at LCWDA’s sole discretion.

1.1 Time Table

The following timetable shall apply to this RFP, subject to the contract(s) awarded under this RFP (“Contract”) being finalized and approved by the Board.

RFP (48-10-RFP-03-WDA) Release Date	January 15, 2010
Bidders’ Conference	January 29, 2010 from 10:00 a.m. to 12:00 p.m.
Deadline for Posting of Q&A	February 3, 2010
Deadline for Submitting Proposals	February 15, 2010 at 12:00 P.M. (local time)
Notification of Awards	Approximately February 23, 2010
Contract Development	Approximately February 24, 2010 through March 5, 2010
Project Implementation	Approximately March 10, 2010 through June 30, 2010

1.2 Contact Person

On Behalf of the Lucas County Workforce Development Agency:

Michelle Niedermier
Lucas County Department of Job & Family Services
3210 Monroe Street, P.O. Box 10007
Toledo Ohio 43699-0007
Phone: 419.213.8871
Fax: 419.213.8820
Email: niedem@odjfs.state.oh.us

1.3 Bidders’ Conference

A Bidders’ Conference will be held on January 29, 2010 from 10:00 p.m. to 12:00 p.m. at The Source, Conference Room 3, 1301 Monroe Street, Toledo, Ohio. LCWDA will require attendees to sign an attendance sheet at the Bidders’ Conference and this attendance sheet will be retained as the official record of attendance. While attendance at the Bidders’ Conference is not mandatory, it is strongly encouraged. If any changes are made to the RFP as a result of the Bidders’ Conference, an addendum to the RFP will be posted at <http://www.co.lucas.oh.us/Bids.aspx>.

1.4 Written Questions

Preliminary questions must be submitted in writing and received via email, by Michelle Niedermier at niedem@odjfs.state.oh.us by January 26, 2010 at 4:00 p.m. These questions will be addressed at the Bidders’ Conference and posted on the Lucas County website at <http://www.co.lucas.oh.us/Bids.aspx> on February 3, 2010. To ensure a fair and objective process, any follow-up questions related to this RFP must be presented, in writing, by the close of the Bidders’ Conference at 12:00 p.m. on January 29, 2010. These questions will be included in the posting on the Lucas County website listed above. **Bidders contacting any member of the review committee regarding this RFP, or any member of LCWDA staff or its agents, other than at the Bidders’ Conference, risk elimination of their Proposal from further consideration.**

1.5 Bidder Disclosures

Any Bidder must disclose any and all current, pending or threatened court actions and/or claims against the Bidder. This information may not cause rejection of the proposal but withholding the information may give cause to reject the proposal.

1.6 Conflict of Interest

No Bidder will promise, or give to a LCWDA employee or agent anything of value that could influence that employee’s decision on awarding a contract. No Bidder shall attempt to influence an employee of LCWDA, to violate the procurement policies of LCWDA, the ORC, OAC or Federal Procurement Regulations. In addition, Bidder acknowledges and agrees to abide by LCWDA’s written code of minimum ethical standards. A copy of the ethics code may be requested from the Contact Person.

1.7 Bidder Examination of the RFP

Bidders are expected to be familiar with the entire RFP. Bidders are expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP. If Bidders discover any mistakes in the RFP, they must notify the Contact Person in writing (an email attachment on organizational letterhead is acceptable).

Acceptable proposals will meet the specifications contained in this RFP, the requirements of WIA, the WIB's 5-year plan, the State of Ohio's Unified Plan, and all applicable policies and regulations. It is incumbent upon bidders to familiarize themselves with these documents during proposal development. Reference copies are available for review at <http://www.co.lucas.oh.us/index.aspx?NID=198>.

1.8 Ability to Award Contract

This RFP and all LCWDA contracts are contingent upon the availability of funds. If at any time during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. In such an event, the Bidders will be notified at the earliest possible time. LCWDA shall not compensate the Bidders for any expenses incurred as a result of the RFP process.

1.9 Insurance Requirements

If RFP specifications require the performance of labor for LCWDA, a Selected Bidder must agree to indemnify and protect LCWDA, the WIB and the Board against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of the Contract, by the Selected Bidder/Contractor, its servants, employees, agents and/or representatives. Prior to the issuance of the Contract, the Selected Bidder must furnish an Insurance Carrier's Certificate showing that the Selected Bidder has adequate Worker's Compensation, public liability, and property damage insurance coverage.

1.10 Taxes

LCWDA does not pay local, state or Federal taxes. If requested, a Selected Bidder will be furnished with an exemption certificate.

1.11 Compliance with the Law

A Selected Bidder must agree to comply with all applicable Federal, State, and local laws in the conduct of the work specified in this RFP including applicable state and federal laws regarding drug-free work places. The Selected Bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other tax or payroll deductions required for all employees engaged by the Selected Bidder in the performance of the work specified in this RFP.

Both for-profit and not-for-profit Contractors are required to comply with federal rules as specified in Office of Management and Budget (OMB) Circular A-133 audit requirements. Contractors that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. Contractors that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year but records must be available for review or audit by appropriate officials and auditors of the federal agency, the pass-through entity, and the General Accounting Office (GAO). Any biennial (two year) audit shall cover both years within the biennial period in the scope of the audit.

A Contractor is required to follow all federal, state and local procurement rules regarding the purchase of equipment, sub-contracting and program materials, including making efforts to utilize small and minority-owned businesses, women's business enterprises and labor surplus area firms when they are potential resources for supplies, equipment and services. LCWDA will provide training to the Selected Bidder regarding such rules. The potential funds to be distributed through this RFP are ARRA Rapid Response funds. Procurement rules for this funding source must be adhered to. This includes the emphasis on full transparency and accountability regarding the expenditure of ARRA funds.

ORC Section 9.24 prohibits LCWDA from awarding a contract to any Bidder against whom the Auditor of State has issued a finding of recovery if the finding of recovery is "unresolved" at the time of award. By

submitting a proposal, Bidder warrants that it is not now, nor will it become, subject to an “unresolved” finding for recovery under ORC Section 9.24, prior to the award of the Contract, without notifying LCWDA of such findings. See Section 7 Affidavits, “No Findings for Recovery Affidavit”.

Any proposal or other material submitted by a Bidder becomes the property of LCWDA and may be returned only at LCWDA's option. Proprietary information should not be included in a proposal or supporting materials because LCWDA will have the right to use any materials or ideas submitted in a proposal without compensation to the Bidder. Additionally, all proposals are open to the public after a Bidder's proposal is selected.

LCWDA will retain all proposals, or a copy of such, as part of the Contract file for at least three (3) years from the date the Contract has been awarded. After the retention period, LCWDA may destroy or otherwise dispose of the proposal and/or any copies.

LCWDA may disclose to the Selected Bidder written or other information that it treats as confidential. All such confidential information and all related material and documents LCWDA delivers to the Selected Bidder remain the property of LCWDA. The Selected Bidder must treat such information as confidential if it is so marked, otherwise identified as such, or when by its very nature it deals with matters, if generally known, would be damaging to the best interests of the public, contractor, other contractors, or potential contractors with LCWDA, or individuals or organizations with whom LCWDA keeps information. For example, information should be treated as confidential if it includes proprietary documentation, materials, flow charts, codes, software, computer information, techniques, models, diagrams, know-how, trade secrets, data, business records or marketing information. By further example, the Selected Bidder must also treat as confidential information any material, to which attorney-client, physician-patient, or other privilege recognized by law may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

Additionally, LCWDA (and by extension, Contractor) is required to follow the following federal procurement policies, specifically the following:

- Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
- Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Limits on Funds: None of the funds appropriated or otherwise made available under ARRA funding may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- Wage Rate Requirements: Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through LCWDA pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606).

- Whistleblower Protection: Each subrecipient awarded funds made available under the ARRA shall promptly refer to Grantor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553).
- Buy American: Use of American Iron, Steel, and Manufactured Goods: None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. (ARRA Sec. 1605).
- Mandatory disclosure to LCWDA of any modifications to names, addresses, phone numbers, facsimiles, email, etc. when such occurs during the duration of this Contract.

1.12 Equal Opportunity Provisions Required

All Bidders must be willing to enter a Contract containing the following express language contained in ORC Section 125.111:

Every contract for or on behalf of the State or any of its political subdivisions for the purchase of materials, equipment, supplies, contracts of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the Bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract, no Bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no Bidder, subcontractor, or any person acting on behalf of any Bidder or subcontractor shall comment in any manner, 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, handicap, national origin or ancestry.

A Selected Bidder who contracts with the State or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in ORC Section 122.71. Annually, each Selected Bidder/Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under ORC Section 122.92. In addition, all Selected Bidders who contract with the State or any of its political subdivisions for materials, equipment, supplies, and services must also adhere to requirements set forth which addresses the utilization of small and minority-owned businesses, women's business enterprises and labor surplus area firms.

1.13 Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA)

ORC Section 2909.33 ("Terrorism") requires that any contract that will result in a Bidder receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List. By the Bidder completing the DMA form and affixing a signature on the form (Declaration Requiring Material Assistance/Non-assistance to a Terrorist Organization) of the RFP, the Bidder certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer 'yes' to any question shall serve for purposes of this affidavit as a disclosure of the provision of material assistance to an organization that is listed on the Terrorist Exclusion List (attached with DMA form).

Section 2. Submitting Proposals

2.1 Preparation of Proposal

A proposal must clearly identify the Bidder's qualifications to provide the services requested in this RFP. Bidder must respond to the specific services requested through this RFP and its instructions and requirements. A Bidder's proposal must include all costs that relate to the proposed services to be provided and projected number of clients to be served. All proposals become the property of LCWDA and will be considered public information available for inspection following the selection of a proposal.

2.2 Proposal Cost

The Bidder is fully responsible for all costs associated with the development and submission of the proposal. LCWDA assumes no contractual or financial obligation as a result of the issuance of this RFP, the preparation and submission of the proposal by a Bidder, the evaluation of an accepted proposal, or the selection of an approved proposal.

2.3 False or Misleading Statements

Proposals containing false or misleading statements may be rejected.

2.4 Bidder Representative's Signature

The Cover Page of the proposal must be signed by an individual who is authorized to contractually bind the Bidder. The signature must indicate the title or position the individual holds in the Bidder's organization. **Unsigned Proposals will not be accepted.**

It is the responsibility of the Bidder to clearly indicate which of the submitted copies of the proposal the originally-signed document is. If the Bidder does not indicate an original, LCWDA will designate and mark one of the copies as an original and that designation will become binding if there is ever a dispute concerning the original submission.

2.5 Delivery of Proposals

A Bidder's written proposal must be received by **12:00 P.M. local time on Friday, February 15, 2010**. There are no exceptions to this deadline and any proposal received after the deadline will be immediately rejected. A Bidder must mail or hand deliver one (1) signed original proposal, seven (7) copies and an electronic version of the document on a CD-ROM or flash drive in Word or PDF format and in Excel for applicable forms. These must be submitted to:

RFP for LCWDA Services-Layoff Aversion

Attention: Michelle Niedermier

3210 Monroe Street, P.O. Box 10007

Toledo, Ohio 43699-0007

A receipt will be issued for all proposals received via hand delivery. Proposals delivered by hand prior to February 15, 2010 must be delivered to the Security Desk at 3210 Monroe Street. For hand-delivered proposals submitted on February 15, 2010, a designated proposal delivery area will be located in the lobby of 3210 Monroe Street (Lucas County Department of Job & Family Services). Proposals may not be submitted at any other location. If mailed, the Bidder must use certified or registered mail with return receipt required, or a private delivery or courier service (e.g., Federal Express, UPS, etc.). **Faxed or e-mailed proposals, as well as those sent by Standard U.S. mail, will not be accepted.**

A Bidder should carefully review their final proposal. Once submitted, a Bidder cannot make any change in the proposal unless otherwise permitted under this RFP or by LCWDA. Notwithstanding the foregoing, LCWDA may request additional information for clarification purposes only.

2.6 Acceptance & Rejection of Proposals

LCWDA reserves the right to reject any or all proposals. The selection of a proposal by the LCWDA shall be final upon approval by the Board.

2.7 Evaluation & Award of Contract

The review process will be conducted in three (3) parts:

1. Preliminary Proposal Review examines the proposal to ensure it meets the minimum requirements and mandatory conditions specified in the RFP.

- ✓ The proposal must have been received at the address indicated in the RFP by 12:00 p.m. (local time), February 15, 2010. **A proposal not received at the designated address by the specified date and time will be immediately rejected.**
- ✓ The cover page of the proposal must be signed by an authorized representative of the Bidder (see Section 2.4). One (1) signed original proposal, seven (7) copies and the CD-ROM or flash drive version (see Section 2.5) must be submitted. Any variations from this requirement will result in a reduction in points during the Review Committee Process.

2. Review Committee Process

- ✓ All proposals meeting the requirements of Section 2.7, 1 above will be reviewed, evaluated and rated by a Review Committee that may be composed of LCWDA staff, specialists in the RFP program area and other community representatives. Review Committee representatives will not include Bidders to this RFP or anyone else who may have any conflict of interest that would prohibit a fair and equitable review process.
- ✓ The Review Committee will evaluate each proposal against the criteria specified in the RFP. During the evaluation, the Review Committee may request additional information from the Bidder. Failure to respond to such requests for information will result in the Bidder's proposal being reviewed as submitted. Such information requests and Bidder's responses must always be in writing.
- ✓ Proposal submission must meet format specifications as stated in Section 6 of this RFP, including maximum number of pages for the service description forms, font and line spacing specifications, and completion and inclusion of the cover page and all required attachments. Proposals must also include the required number of copies, as stated in Section 2.5. Evaluation Points will be lost if these requirements are not met.
- ✓ The Review Committee shall review all qualified proposals. A standard Proposal Evaluation Rating Sheet (see following page) will be used. The range of evaluation points and the evaluation criteria for each required section of the proposal is detailed in the Rating Sheet and Section 6 of this RFP. In order to be considered for funding, a proposal must earn a minimum of one hundred twenty (120) points out of one hundred and fifty (150) points or, 80%.

Proposal Evaluation Rating Sheet

Each service will be rated individually; separate proposals must be submitted for each service area.

Maximum Points	High	Moderately High	Average	Below Average	Poor	Unacceptable
5 points	5	4	3	2	1	0
Application Format*						
<i>Cover page signed, format specifications met, application assembly order and required number of copies.</i>						
20 points	20-18	17-14	13-11	10-7	6-4	3-0
Service Summary						
<i>Summary of the proposed service(s), activities, goals, collaborating activities (if applicable) and strategies for meeting LCWDA desired results (not to exceed one page).</i>						
25 points	25-22	21-17	16-12	11-8	7-4	3-0
Organizational Capacity						
<ul style="list-style-type: none"> • Suitable administrative, accounting and management information systems in place • Sufficient staff in place with experience working with this population • Adequate policies and procedures in place • A demonstrated ability to work with all relevant agencies and other organizations in meaningful collaborative and/or partnership manner • Not to exceed one page 						
25 points	25-22	21-17	16-12	11-8	7-4	3-0
Experience with Target Population						
<ul style="list-style-type: none"> • Description of the organization's experience in providing proposed services to the target population • Description of the organization's record of program participants' successful attainment of related program goals • Not to exceed one page 						
50 points	50-43	42-34	33-25	24-16	15-8	7-0
Program Description and Service Delivery						
<ul style="list-style-type: none"> • A proposed program and service delivery model that responds to the areas described in Section 4.2 of this RFP • A clear identification of the key components of the service delivery model and description of the specific strategies employed to achieve the intended results • A detailed description of the established relationships with any specified referral sources and how service linkage and follow-up will occur • A timetable of program operations • Demonstration of prior successful performance in this service area • Not to exceed two pages 						
25 points	25-22	21-17	16-12	11-8	7-4	3-0
Internal Evaluation and Accountability						
<ul style="list-style-type: none"> • Bidder should be able to demonstrate the ability to document, track, analyze data, and submit monthly and quarterly reports to LCWDA • Meaningful benchmarks, performance measures, and outcomes should be identified • The stated rationales for targeting these performance measures should be sound • The organization should be able to demonstrate the ability to document, track and analyze participant progress and have the systems in place to accomplish this • The organization should have the tools and methods in place to measure client satisfaction • Not to exceed one page 						
150 Total Points	150-126	125-100	99-74	73-49	48-24	23-0

*The Application Format points will take into account the entire Proposal Packet.

The Review Committee may consider information from sources other than the written proposal to evaluate the Bidder's administrative abilities. Other sources of information may include, but are not limited to, written responses to any clarifying questions posed by the Review Committee, Bidder's experience in administering similar services, and any monitoring data regarding Bidder's performance of current or prior contracts with LCWDA. This information must be based on factual data and, provided in writing.

The final composite Review Committee Evaluation Rating Sheet, which includes the Bidder's prioritized ranking, will be maintained on file by LCWDA.

3. **Administrative Review** - Following the detailed scoring by the Review Committee, the results will be evaluated by LCWDA administration in order to ensure that all facets related to predicted performance were considered. In selecting the successful proposal, the LCWDA evaluation will take into consideration, but will not be limited to:

- ✓ Criteria used in the Review Committee's review process;
- ✓ Strength and stability of the Bidder to provide the requested services;
- ✓ Ability to meet the project/program timelines;
- ✓ Overall responsiveness and completeness of the Proposal as well as the likelihood that, in the opinion of LCWDA and at the sole discretion of LCWDA, the Proposal best meets or exceeds LCWDA expectations;
- ✓ Scope of services being proposed;
- ✓ Collaboration letters;
- ✓ Any other factors considered relevant by LCWDA and demonstrated by the Proposal or investigation by LCWDA;
- ✓ Budget analysis, including reasonableness and cost effectiveness of proposed services;
- ✓ Any other factors considered relevant by LCWDA, including performance on prior and current contracts with LCWDA; and
- ✓ Experience with a similar project/program of comparable size and scope, including any available information regarding program results.

Any Bidder whose proposal was not selected ("Unsuccessful Bidder") will be notified of their non-selection immediately after the Selected Bidder(s) is (are) notified. If a Selected Bidder fails to execute a Contract within the Contract development period specified in Section 1.1 of this RFP, LCWDA may, at its sole discretion, award the Contract to another Bidder whose proposal met the requirements of the RFP and addenda. The period of time within which such an award of the Contract may be made shall be subject to the written agreement between LCWDA and the new Selected Bidder.

2.8 Post Selection Meeting

If an Unsuccessful Bidder wishes to discuss the selection process, a request for an informal meeting with LCWDA and the explanation for it must be in writing and received within seven (7) business days from the mailing date of the notification of non-selection. The request shall state the reason(s) for the meeting, citing the law, rule, regulation or RFP procedure(s) on which the request is based. All requests must be signed by an individual authorized to represent the Bidder and must be addressed to the Contact Person described in Section 2.5, hereof.

2.9 Caveat

Proposal selection does not guarantee that a contract for services will be awarded. All proposals will be evaluated based on the criteria in the RFP (see the Rating Sheet under Section 2.7, hereof). LCWDA will work with the Selected Bidder(s) to finalize the details of the Contract document(s). **If LCWDA, in its sole discretion, determines that LCWDA and the Selected Bidder(s) are unable to successfully come to terms regarding the Contract within a reasonable time period, LCWDA reserves the right to terminate discussions. If this happens, LCWDA, in its sole discretion, reserves the right to either 1.**

select another Bidder from the bid process with whom to negotiate the Contract, 2. cancel the RFP, or 3. reissue the RFP.

2.10 Termination for Convenience

LCWDA reserves the right to terminate the resulting Contract at its convenience during the contract period or any subsequent renewal period by giving the Contractor thirty (30) days written notice. Such terminations shall be subject to Board approval.

2.11 Termination for Default/Suspension of Referrals

LCWDA shall terminate the Contract should a Selected Bidder fail to carry out the terms and conditions of the Contract after issuance of a notice of required improvement ("cure notice") following approval by a resolution of the Lucas County Board of Commissioners. LCWDA may also suspend referrals and/or payment to a Selected Bidder pending the outcome of any investigations alleging breach of contract. A Selected Bidder will have thirty (30) calendar days after the date of a cure notice to develop and submit to LCWDA a Corrective Action Plan ("CAP") that adequately addresses issues identified in the cure notice. Following the CAP's approval by LCWDA, a Selected Bidder will have sixty (60) calendar days or another mutually-agreed upon timeframe, within which to implement the CAP and make any necessary corrections. If, after such notice, a Selected Bidder fails to remedy the conditions, LCWDA will issue an order to stop work immediately and terminate the Contract without obligation.

2.12 Complaint Process

LCWDA clients and bidder staff connected to LCWDA activity shall have the right to use the complaint procedures outlined by the Ohio Department of Job & Family Services and the U.S. Department of Labor Civil Right Center ("CRC") for resolution of any dispute relating to a LCWDA program which involves discrimination on the basis of race, color, gender, national origin, religion, political affiliation or belief, or status as a LCWDA participant.

The successful bidder shall cooperate in the investigation and resolution of any complaint to which it is a party, and shall abide by the terms of any resolution or decision made under the procedures.

2.13 Conducting Business Involving Relatives

No relative by blood, adoption, or marriage, which shall include: spouse, significant other, child (including adult children), parent, sibling, sibling's spouse, aunt, uncle, niece, nephew, stepparent and stepchild (including adult stepchildren), of any executive or employee of the successful bidder shall receive favorable treatment from the successful bidder for enrollment into, or employment related to, the LCWDA activity. The successful bidder shall also avoid entering into any subcontract or agreement to provide programs or services related to the LCWDA activity with an executive's or employee's relative by blood, adoption or marriage. When it is in the public's interest for the organization to provide a service related to the LCWDA activity with a relative, the successful bidder shall obtain written approval from LCWDA before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

2.14 Nepotism

No individual may be placed in any LCWDA activity if a member of that person's immediate family is directly supervised by, or directly supervises, that individual.

2.15 Political and Sectarian Activities

No sectarian (i.e., religious) or political activities may be conducted in connection with LCWDA activity. Participants shall not be employed through LCWDA contracts to carry out the construction, operation, or maintenance of any part of any facility that is used or is to be used for sectarian instruction or as a place for religious worship, except that maintenance of a facility is allowed if it is not primarily or inherently devoted to sectarian instruction or religious worship, (i.e., where the person or entity operating the facility is part of a program or activity providing services to participants).

Section 3. Terms and Conditions

If a Contract ensues, the RFP and the commitments made in the selected proposal will become contractual obligations, including any information requested during Contract development by LCWDA. Failure of the Selected Bidder(s) to accept these obligations may result in cancellation of the award.

3.1 Type of Contract and Subcontracting

The Contract will incorporate the requirements of the RFP, the Selected Bidder's proposal, and all other agreements that may be reached during Contract negotiation.

The Contractor is responsible for the execution of the project/program and Contract requirements. If the Contractor chooses to provide services via sub-contractor(s), the Contractor is fully responsible for all sub-contractor(s) delivery of service and payment thereof. The Contractor will not subcontract or assign the Contract nor shall any subcontractor commence performance of any part of the work included in the resulting Contract, without the previous written consent of LCWDA. Acceptance or rejection of a proposed subcontract is at the sole discretion of LCWDA. Proper procurement rules must be adhered to when obtaining a subcontractor.

3.2 Contract Period, Funding & Invoicing

The term of the Contract shall be for an approximate twelve (12) month period, commencing no sooner than March 10, 2010, and ending no later than June 30, 2010. Subject to the availability of funds and at the sole discretion of LCWDA (with the approval of the Board), a Contract may be renewed for an extended period. Any such Contract renewal will be based on Contractor's performance as determined solely by LCWDA as well as availability of funds.

A Contractor can claim payment only for services already provided and must submit invoices for payment at a minimum of once per month. Invoices must be submitted within thirty (30) days of the last day of the month of service delivery (**for example, invoices for services delivered in the month of August must be presented to LCWDA no later than the immediately following September 30.**) **Generally, reimbursement by LCWDA is made within thirty (30) days of receipt of an invoice for actual expenses.** The funds designated for the Contract Period are subject to funding requirements and restrictions under the funding source.

3.3 Confidentiality & Security

A Selected Bidder/Contractor who has access to confidential information will be required to keep that information confidential. The Selected Bidder/Contractor must agree to comply with all Federal and State laws applicable to LCWDA and/or clients of LCWDA concerning confidentiality of LCWDA clients. Any use or disclosure of information concerning LCWDA clients for any purpose not directly related to the administration of the Contract is prohibited. If a Contractor subcontracts, the subcontractor shall also be subject to the foregoing confidentiality requirements and shall be required to agree to said confidentiality requirements in writing whether under a contract with the Contractor or in a separate document.

3.4 Duplicate Billing

A Contractor shall warrant that claims made to LCWDA for payment shall be the actual cost for authorized services rendered to eligible individuals and such claims shall not be made against other funding sources for the same services. Use of funds awarded through any contract with LCWDA by the Contractor to supplant any other existing funding sources is strictly prohibited.

3.5 Additional Contract Information

- Contractors will be subject to announced and unannounced monitoring by LCWDA which is totally independent and distinct from the audit requirements described in Section 1.11, hereof. LCWDA will also conduct a contract Risk Assessment in accordance with the Ohio Department of Job and Family Services ("ODJFS") procurement rules.

- LCWDA reimburses for services primarily on a cost reimbursement basis. All invoices for services must be submitted, at a minimum, monthly to LCWDA (see Section 3.2, hereof). All amounts on the invoice are to be supported by documentation attached to the invoice. All documentation for actual expenses of those services must be retained by the Contractor for three (3) years or until the completion of an audit. There are no exceptions to this requirement.
- LCWDA will only reimburse for the agreed upon rates and/or costs incurred under the terms of the Contract.
- Payment of invoices will be contingent upon the Contractor's use of mandated LCWDA reporting mechanisms.
- Project deliverables must be clearly defined in the Contract and progress will be monitored throughout the duration of the Contract.
- Should future funding be available, the Contract may be renewed. Contract renewal will be based upon performance, compliance with all Contract terms, requirements of any future RFP(s) and continued local need, as determined solely by LCWDA.
- **LCWDA reserves the right to extend and/or amend the Contract based on the Contractor's performance as determined solely by LCWDA, contingent upon Board approval.**

Section 4. Requirements & Specifications for Services

4.1 Background

LCWDA is the designated administrative entity, fiscal agent, and the state sub-grantee for Service Delivery Area 9, under the Board. As such, LCWDA oversees the delivery planning and implementation of a variety of workforce development programs in Lucas County and is recognized as the primary agent of workforce development services for employers, new workers, career changers, laid-off workers, and youth.

LCWDA receives policy guidance and oversight to WIA services in Area 9 from the WIB, a board of directors comprised of Commissioner-appointed members representing business, economic development, education, organized labor, community based organizations, veterans, social services, One-Stop Partner representatives, and state and local government agencies.

The WIB provides overall guidance, strategic planning, and coordination for the workforce development system in Lucas County on matters pertaining to the provisions of services under WIA. The Board, the WIB, and LCWDA envision a county where every person realizes his or her full potential and where all employers have the human resources to grow and prosper. The goals of the WIB and the LCWDA are to:

- Create a workforce development system that produces a well-educated and highly skilled workforce prepared for the careers of the future.
- Develop a labor market system that provides job seekers, incumbent workers, students, out-of-school youth, and employers with the labor market and training information needed to make informed career decisions.
- Coordinate a delivery system that provides easy access to training and support for individuals in need of developing or upgrading their skill set to be competitive in the current labor market.
- Implement a governance system that focuses on unified planning, continuous improvement, accountability for results, and quality control.
- Promote universal recognition of Lucas County's system for workforce development and intervention strategies as innovative and cutting edge in addressing the urban challenge.

Legislation

Recent federal and state legislation has redirected welfare programs and the workforce development system to merge into an integrated system with similar goals and objectives. The focus is on providing value-added services to local employers by preparing job seekers for employment, assisting individuals to successfully transition from welfare to work, and providing continuing services that promote job retention, career development, life-long learning and economic self-sufficiency.

Workforce Investment Act. WIA (the federal Workforce Investment Act of 1998, P.L. 105-220), was enacted in August 1998 to consolidate, coordinate and improve employment, training, literacy, and vocational rehabilitation programs in the United States. WIA restructures approximately 60 workforce development programs into an integrated workforce investment system that can better respond to the employment needs of its customers—employers as well as current workers, unemployed workers, workers laid-off due to restructuring or downsizing, and new entrants to the labor force. (See <http://usworkforce.org>, <http://www.doleta.gov/>, <http://ifs.ohio.gov/workforce/> , or <http://www.co.lucas.oh.us/index.aspx?NID=201> for information on WIA)

WIA envisions a workforce investment system that is built around seven key principles:

Streamlining Services: Integrating multiple employment and training programs at the “street level” through the One-Stop delivery system. Integration will simplify and expand services for job seekers and employers.

Empowering Individuals: Customers will be empowered to obtain the services and skills they need to enhance their employability. Empowerment will be accomplished through Individual Training Accounts and access to consumer reports, which will provide customers with information about training providers’ services and performance.

Universal Access: Through the One-Stop system, every customer will have access to a set of core employment related services.

Increased Accountability: Providers of services will be held accountable for meeting employment related performance measures. Providers continued access to funding is directly related to their performance.

Local Oversight: Local boards (such as the WIB and its Youth Council) with involvement from the private sector will be responsible for local program planning and oversight of the local system. Input from the local level is to be utilized at the state level for statewide planning.

Local Flexibility: WIA provides local flexibility to improve systems and encourages innovative and comprehensive workforce investment systems. Local partners play a key role in policy development that is customized to meet the needs of the community.

Improved Youth Programs: WIA seeks to expand youth programs by encouraging a close connection to the local labor market and communities with strong connections between academic and occupational learning. Youth development activities, employment and training services and links to local and statewide initiatives are all components of WIA youth programs.

The American Recovery and Reinvestment Act of 2009 was signed into law by President Obama on February 17th, 2009. ARRA is intended to preserve and create jobs, promote the nation’s economic recovery and assist those most impacted by the recession. It provides the U.S. Department of Labor and public workforce investment system with new funding for employment and training programs to help Americans acquire new skills and get back to work. ARRA is an extraordinary response to the current economic crisis. Ohio will receive nearly \$130 million for disbursement to local workforce investment areas through this Act.

The expenditure of ARRA funds are guided by four (4) principles:

- Transparency and accountability in the use of Recovery Act funding;
- Timely spending of the funds and implementation of activities;
- Increasing workforce system capacity and services levels; and
- Using data and workforce information to guide strategic planning and service delivery.

The funding source for this RFP is AARA Rapid Response funds. These funds are contingent upon the timing and amount of the awards received. The purpose of Rapid Response funding is to assist dislocated workers and employers by coordinating and delivering information and services. These time-limited funds

are intended to provide employment-related services for dislocated workers in response to significant dislocation events. All selected bidders will receive technical assistance regarding procurement and reporting requirements related to the funding source of their contract.

4.2 Project Overview

Plant closings and mass layoffs can occur for a variety of reasons during periods of economic fluctuation. These reasons may include financial trouble, mergers and acquisitions, loss of markets and/or market share, consolidations of operations, foreign competition, product or service obsolescence, or a shift in the company's focus. Corporations frequently close or sell facilities which may still be profitable, but not profitable enough to justify continued operations. They may sell or close operations which no longer meet their core mission. Labor management issues may also contribute to a decision to locate a facility elsewhere. Occasionally, when a business is sold, layoffs may occur if the new owner reorganizes the company's structure. Also, an owner's retirement can lead to a closing if there isn't a well-developed succession plan.

Once a company announces its intentions to close or substantially downsize, the decision is usually final and irreversible. However, there are occasions when the decision can be reversed. By being proactive through engaging a business prior to signs of collapse, it is possible to keep a business in operation if an appropriate response is initiated quickly. The ideal parties who should participate in this task include employees, management, government, community groups, and labor organizations. Successful responses to possible mass layoffs or closures have included management or employee buyouts, sales to other parties, and business restructuring. It is important to be aware that there may be opportunities to save jobs and avoid the negative impact on individuals and the community at large when a business closes.

Layoff aversion strategies should build on immediate opportunities for businesses that may be at risk of a lay-off situation -- linking those businesses to resources that can provide information and support in retaining and strengthening the business's overall operations. It is expected that such strategies will:

- Be implemented through broad partnerships, which will include a wide variety of key stakeholders;
- Ensure the monitoring of businesses through early warning strategies to identify the potential for mass layoffs or closures;
- Closely examine Workforce Adjustment and Retraining Notification Act (WARN) activities to assess trends in certain industry sectors;
- Provide follow-up with businesses and employees after engagement to monitor progress or ongoing issues.

No matter how diligent the efforts, layoffs and closures will still occur. In these situations, the focus must shift from the business as a whole to the individuals who will be impacted by the imminent events. Individual and group worker needs assessments will assist in identifying issues such as training needs, occupational interests and growth sectors for future reemployment. In addition to the assessments, access to Rapid Response-based programs, pre-layoff activities, and linkages to the One-Stop are designed to help dislocated workers obtain suitable employment as quickly as possible. In Union environments, the development of a Labor-Management Partnership has been proven to be a successful mechanism in rapid reemployment strategies.

A. Program Expectations:

The purpose of LCWDA's Layoff Aversion Project includes:

- The development of an "early warning system" for tracking declining industries and businesses in our area so that we may be proactive as opposed to reactive when layoffs or closings are announced;

- Enhancing the value of workers in their current jobs while positioning them to acquire the skills necessary to be competitive in future employment when/if necessary;
- Establishing the groundwork for the development of a system of key community partners to strategically work together to support local businesses *and* workers to ensure successful transitions into new occupations and industries when necessary.

B. Service Area Descriptions:

This RFP is seeking proposals from Bidders that can provide all specified activities of one or both of these two (2) service areas:

- **Pre-feasibility Studies of local companies**
- **Needs assessments of workers in layoff or closure situations**

Pre-feasibility Studies

Lucas County Workforce Development Agency seeks a single provider to facilitate pre-feasibility studies of local companies. The purpose of a pre-feasibility study is to assess whether it is possible for a business to continue operating and, if so, under what conditions. The end result may be that there is limited likelihood of the business reopening or avoiding closure to begin with. If the study’s results demonstrate pending closure or mass layoffs, this process is helpful in the accelerating the re-employment process for the workers at the location.

The most effective pre-feasibility studies are performed in a timely manner and usually completed within 30-45 days. The process should be sensitive to the needs and interests of workers and should involve both labor and management when assessing a union environment.

Basic questions which should be answered in the pre-feasibility study include:

- Are the products or services being offered part of a declining, stable, or growing market?
- Can the facility be an efficient producer in its particular industry?
- If determined necessary, are the present owners open to discussing a buyout situation?
- Is the business profitable? How does its bottom-line compare to the competition?
- Has the facility been maintained?

The selected provider would have a demonstrated, successful history of working with local businesses, both large and small. The provider would be expected to engage employers in the process by informing them of the benefits of participation. As the primary focus of this process is business retention, the selected provider must be able to offer multiple options to business owner(s) who are facing possible layoffs or closure. These may include buyouts, product conversions or upgrades, and modernization. The selected provider must also be able to guide businesses to existing resources (i.e. tax incentives) which may assist in the retention of employees and overall success of the business as a whole. The identification of common reasons for layoffs and closures should also be tracked and monitored as this will assist in the prevention of future similar scenarios. Other community partners who may have an interest and/or understanding of trends experienced in various business sectors should be engaged in the process whenever feasible.

The pre-feasibility study will assess basic elements of the business which include:

- Background
- History
- Organizational analysis
- Market analysis

- Operations/manufacturing analysis
- Financial analysis
- Legal analysis
- Conclusions

The study will also examine the applicability of several “best practice” models in order to maximize the longevity and profitability of a business. An example would be employee ownership and whether an Employee Stock Ownership Plan (ESOP) would be appropriate; this is just one of several options available to business owners that should be considered.

LCWDA is seeking a provider who is able to provide detailed reports which track performance throughout the program in order to assess outcomes as well as to ensure the effective expenditure of funds. The selected provider is expected to assist LCWDA with monitoring progression of the businesses throughout the program.

Worker Needs Assessments

Lucas County Workforce Development Agency seeks a single provider to facilitate worker needs assessments. These assessments should be designed to determine the needs of both the individual worker, and, when appropriate, groups of fellow employees at a single location. Engaging in on-site contact with the employer, worker representative(s), union representative(s), if applicable, and community representative(s) is critical to the success of this process. The services should include, but are not limited to:

- Reviewing the company's layoff plans and the schedule for layoffs;
- Determining the potential for averting the layoffs;
- Gathering background information on the workers and their re-employment prospects.
- Assessing marketable skills of employees;
- Targeting specific industries that demonstrate a shortage of skilled workers or a high demand for workers and guiding dislocated workers toward those industries;
- Have an understanding of reemployment opportunities for workers.

The selected provider is expected to be familiar with the various, existing programs available to dislocated workers such as Rapid Response. They must be able to provide information to workers about employment prospects and occupational demand. The selected provider should target select industry sectors that are significant to the growth and stability of the local economy. These sectors would be identified by utilizing State and local resources.

When providing services in a Union setting, it is important to engage both Labor and Management in the process to ensure that all available resources for the workers are identified. When feasible, it is beneficial to formally create a partnership between the two entities. The purpose of a Labor-Management Partnership is to develop comprehensive plan for individuals faced with layoffs or closures by using resources available from the government as well as from employers, unions and various community organizations. The benefits of such a partnership include:

- Earlier reemployment – forming a partnership and focusing attention on the workers will get reemployment activities started more quickly which will allow workers to take advantage of job openings as they occur.
- Workers helping workers – involving workers in the planning stages for employment-transition services helps build acceptance of program. It also provides opportunities for workers to discuss their service needs with other partnership members.

- Coordination of services – the partnership helps coordinate resources and activities to eliminate duplication of services and to ensure that the necessary services are available.
- Increased motivation – workers who become motivated are more likely to participate in a program when they see the business and fellow employees working together to help them find new jobs and training opportunities.
- Positive labor-management relations – working together to solve problems in positive way reduces labor/management tension. Involvement of affected unions also helps build worker acceptance of programs.
- Positive community impact – major layoffs and plant closings attract public scrutiny. If the events are managed in a positive manner, the attention received will also be positive.

LCWDA is seeking a provider who is able to provide detailed reports which track workers throughout the program in order to assess worker outcomes as well as to ensure the effective expenditure of funds. The selected provider is expected to assist LCWDA with monitoring progression of the workers throughout the program. Bidders must also describe their successful experience with serving populations which represent diverse backgrounds in regards to education, experience, race, religion, socio-economic status, etc.

C. Eligibility: All clients must meet eligibility criteria as established by federal, state and local guidelines. The current minimum eligibility requirements for the services being sought through this RFP include the following criteria: client must be age eighteen (18) or above; at 150% Federal Poverty Level (FPL) or less and/or; be a current recipient of public assistance. All men age 18-25 must also be registered in the Selective Service in order to be considered eligible. Additional eligibility criteria may be found in 20 Code of Federal Regulations (CFR) 663.310 Subpart C and the State of Ohio's Workforce Policy. Bidders must be familiar with all applicable rules and regulations pertaining to eligibility in order to ensure compliance with federal, state and local requirements.

Certification of eligibility for any of the two (2) service areas must be completed prior to enrollment. LCWDA will assist successful bidders in the proper collection of eligibility verifications by providing technical assistance. Final eligibility determination will be completed by LCWDA.

In accordance with 20 CFR 663.310 Subpart C, the WIB has adopted the following guideline for determining dislocated worker eligibility:

- 1) Customers who are unemployed and unable to obtain employment through Core services and have been determined by the One-Stop staff, Partner, or Subcontractor, as appropriate, to be in need of more WIA Services to obtain employment, are eligible for Services under WIA, or under the Dislocated Worker Program. Although a customer must be determined eligible prior to receiving Dislocated Worker services, eligibility does NOT guarantee receipt or continuation of said services. WIA services are not defined as an entitlement.
- 2) Dislocated Workers' Program: Employed or unemployed workers who meet the following criteria:
 - a) are laid off or have received notice of layoff, and are either eligible for or have exhausted unemployment compensation benefits (UI), or have been employed for a sufficient time to demonstrate attachment to the workforce but are ineligible for UI due to insufficient earnings or having worked for an employer not covered by UI, and are unlikely to be able to return to a previous industry or occupation and is either eligible for or exhausted unemployment compensation or has demonstrated attachment to the workforce;
 - b) terminated or laid off, or has received a notice of termination or layoff as a result of a permanent closure or substantial layoff at a plant, facility, or enterprise;

- c) self-employed, but is unemployed as a result of general economic conditions or a natural disaster; or
 - d) displaced homemaker/spouse and have been determined by the One Stop, Partner, or Subcontractor, as appropriate, to be in need of WIA services in order to obtain or retain employment that will lead to self-sufficiency, are eligible for WIA services, under the Dislocated Workers Program.
- 3) Workers who have been informed of layoff, either through the issuance of a Workers Adjustment and Retraining Notice (WARN) or through a general announcement by the employer that layoff will occur, are eligible for WIA Services, effective the date of the issuance or the announcement, whichever is earlier.
 - 4) If a worker has been issued a WARN or lay off notice, he/she is eligible as a Dislocated Worker for Services, unless he/she obtains employment that make them self-sufficient after issuance of the WARN or lay-off notice. Self-sufficiency for a Dislocated Worker is defined as 70% of the dislocation wage.
 - 5) Once the County has entered a limited funding situation, the priority system shall take effect and govern the enrollments to ensure those most-in-need are served. Dislocated Workers will be subject to the “Dislocated Worker/Rapid Response Most-in-Need Policy for Training Services”.
 - 6) In accordance with 20 CFR part 1010.310(b)(3), effective December 19, 2008, there must be a priority of service established for veterans and their eligible spouses. Under the “Jobs for Veterans Act”, when the veterans priority is applied in conjunction with another statutory priority such as recipients of public assistance and low-income individuals, veterans and eligible spouses who are members of the statutory priority group must receive the highest priority within that group, followed by non-veteran members of that statutory priority group.

Determining an individual's need for additional services requires assistance from LCWDA staff; information must be obtained to identify if additional WIA-based services are appropriate for the participant. If additional needs are presented during the provision of contracted services, the participant should be referred to LCWDA for further information.

Section 5.0 Technical Requirements

Bidder(s) must demonstrate the ability to meet the following requirements:

- Internet access with a minimum of 56K baud modem rate.
- The ability to import and export data from LCWDA via various types of formats such as text files, and commonly used spreadsheet, word processing and database programs, or other formats as agreed upon by LCWDA and Bidder.
- Have database backup capabilities of LCWDA data and have a disaster recovery plan in the event that LCWDA data is corrupted or destroyed by system failure or acts of nature.
- In the event Bidder(s) would desire to enter into any subcontract involving the direct delivery of sharing of LCWDA data, written notification would be given and prior approval to any subcontract would be sought by Bidder(s) by LCWDA.
- Have minimum version Internet Explorer 5.5 or higher.
- Must maintain current technology updates as required by LCWDA in regard to Internet browser versions.
- Comply with LCWDA requirements for providing a secure environment for LCWDA data.
- Supply LCWDA with reports or statistics for proposed project.
- Have properly working hardware and software to retrieve, import, and export LCWDA data.

Section 6. Application Format

6.1 Required Format Specifications

Complete all sections of the application as instructed. Applications not meeting the following format specifications will have up to a maximum of five (5) points deducted.

- Bidders must use the forms provided when submitting their proposals.
- A 12-point "Times New Roman" font must be used.
- Pages are to be single sided.
- Lines must be single spaced.
- Must remain within the number of pages as instructed.

6.2 Application Components

This section provides additional information to be used when completing the electronic attachments:

A. RFP Cover Page

- Use form provided
- Must be signed

B. Service Description Packet (Forms 1-5)

B1. Service Summary

- Use form provided
- Not to exceed one (1) page in length.
- Brief explanation of the proposed services.

B2. Organizational Capacity

- Use form provided
- Not to exceed one (1) page in length.
- Suitable administrative, accounting and management information systems in place.
- Sufficient staff with experience working with this population.
- Adequate policies and procedures in place.
- A demonstrated ability to work with public agencies and other organizations in meaningful collaborative and/or partnership manner.

B3. Prior Successful Experiences with Target Population

- Use form provided
- Not to exceed one (1) page in length.
- Describe the organization's experience in providing the proposed services to the target population.
- Include a description of the organization's record of program participants' successful attainment of program goals.

B4. Description of Program and Service Delivery

- Use form provided
- Not to exceed two (2) pages in length.
- The proposed program and service delivery model must respond to one of the areas described in Section 4.2 of this RFP.
- The key components of the service delivery model must be clearly identified and described as well as the specific strategies employed to achieve the intended results.
- Collaborative partnerships, if used, should be operationally sound (See Section 6.3).

- A timetable of program operations must be included.
- Bidder must have prior successful performance demonstrated in this service area.

B5. Internal Evaluation and Accountability

- Use form provided
- Not to exceed one (1) page in length.
- The Bidder should be able to demonstrate the ability to document, track, analyze data, and submit monthly and quarterly reports to LCWDA.
- Meaningful benchmarks, performance measures, and outcomes should be identified.
- The stated rationales for targeted performance measures should be sound.
- The organization should be able to demonstrate the ability to document, track, and analyze participant and program progress and have the systems in place to accomplish this.
- The organization should have the tools and methods in place to measure customer satisfaction of both clients and employers.

6.3 Collaboration Letters

LCWDA strongly encourages Bidders to demonstrate collaborations and service linkages that would assist in achieving the objectives stated in Section 4.2 of this RFP.

Those collaborative relationships that are integral to the program design should be described in the Description of Program and Service Delivery section of the Service Description Packet.

Please provide Letters of Support/Reference or Customer Survey results. Each Letter of Support must include:

- Organization name
- Address
- Phone number and fax number
- Contact person
- Nature of relationship

(LCWDA, at its sole discretion, may elect to contact references during the review process. If references cannot be provided, explain why.)

6.4 Personnel Qualifications

Please include the following information as it related to the services(s) contained in the proposal:

- Table of Organization
- Resumes of key personnel who will be directly involved with the proposed services.
- Professional licenses
- Alternate signing letter-this letter, on company letterhead, indicates any other staff member(s) who is/are permitted to contractually obligate the selected bidder.

6.5 Budget Narrative and Budget Form

Bidders should present a sound approach to budgeting for the various aspects of program management and implementation.

6.5 A. Budget Narrative

Provide a description of revenues and expenses (“Budget Narrative”). The Budget Narrative must not exceed two (2) pages. Describe necessity and reasonableness of each budget line item. Statements should be concise and clear and not simply a restatement of the information presented in the budget. The budget should be developed with advice and assistance of Bidder’s fiscal officer (if applicable), or from an accounting professional knowledgeable in this type of programming and funding sources. Although there is

no match requirement, provide a summary of other funding that Bidder receives and, specifically, reference funding that will contribute to overall funding for the proposed program.

6.5 B. Budget Form

Complete LCWDA Program Budget Form, which will be provided upon request according to Section 7.1. The budget will be evaluated in accordance with standard accounting principles, clear support of proposed program components and cost effectiveness.

INSTRUCTIONS FOR COMPLETING THE CONTRACT BUDGET

The Contract Budget is to include all of the financial information regarding the Bidder's program. This includes all funding for the program, both federal and non-federal, and all related expenses. It is important that consideration be given to all projected program expenditures in preparation of the Contract Budget. The Contract Budget not only serves as a basis for Bidder's funding and reimbursement for the program expenses, but also represents the amounts that will initially be considered as allowable program expenses. Any expenditures that are not included in the initial budget may require renegotiation of the budget prior to the expenditure being allowable for the program. Amounts approved on the budget do not indicate the amounts that will be reimbursed but are estimates of the possible reimbursement. All amounts invoiced to LCWDA will be based on actual expenditures of funds and only those actual expenditures are reimbursable.

The budget is broken down into the major areas of expense. Behind the Contract Budget, and an integral part of the budget process, are the detailed expenses determining the overall budget. The Contract Budget amounts are calculated based on the detail presented on the Estimated Cost of Delivery of Purchased Services pages. It is very important that these estimates are adequately developed to ensure the Contract Budget includes the funding needed to provide all program requirements.

Contract Budget Page

The basic information for Bidder's program needs to be entered in the top box of the Contract Budget page. No other information is needed.

- Provider Information: Insert Bidder's name, address, phone, fax, and e-mail in the left column of the box.
- Service Program: The name of Bidder's program.
- Period: Will be approximately 3/10/2010 – 6/30/2010, unless contract is signed later in the fiscal year.
- Budget Prepared By: This should be the person who prepared the budget as well as the contact person for any questions on the budget.
- Date: This should be the date the budget was finalized.

No additional information needs to be input on this page but once all of the Estimated Cost of Delivery of Purchased Services pages are completed, the Contract Budget should be reviewed for accuracy.

Estimated Cost of Delivery of Purchased Services

These details support Bidder's Contract Budget. These amounts are to be based on estimated expenditures to provide the program services outlined in the proposal. All related expenses required to provide these services need to be considered and included in these estimates. Reimbursement will be based on actual expenditures but are limited by the amounts included on these pages.

STAFF COSTS (SECTION I):

EMPLOYEE SALARIES: Include each position that will be directly charged to the program, the number of people in each position, and the position's annual salary. Indicate whether each position is filled or vacant (to be filled later). Filled positions should include the names of those employees filling them. Indicate the estimated total hours per week worked and hours to be worked on the proposed program. Indicate the number of months the position will be charged to the program if not a full year (for example a vacant position that will be filled for only 6 months of the program). Based on this input, the total annual salary for each position, percentage of time to the program and reimbursable salary will be calculated. Input the

percentage of the program that may be funded through this RFP. For example if this proposal covers \$50,000 of a \$200,000 program, insert 25%.

PAYROLL RELATED EXPENSES: This section includes expenses related to payroll for the employees listed under employee salaries including all fringe benefits such as employer matching amounts, worker's compensation, retirement, insurance, etc. If a percentage is entered, the amount will be calculated based on the total reimbursable salaries from the Employee Salaries section. Amounts may also be entered directly into the "amount" column. If items are to be included that are not listed, these must be specified.

NON-EMPLOYEE SALARIES: This section covers any positions that will be directly charged to the program which are paid outside of the normal payroll system, including contract employees such as an outside accounting firm, teachers, or health care professionals that are paid on an hourly basis. Enter the same information in this section as entered for the Employee Salaries section above.

ADMINISTRATIVE COSTS AND PROFESSIONAL FEES: This section includes all personnel costs that have not been previously recorded. Examples include an accounting firm paid on a contractual monthly basis, audit costs, legal fees, and administrative charges allocated to the proposed program. Any allocated charges to the program are to be derived from an accurate, documented cost allocation plan.

PROGRAM COSTS (SECTION II):

TRAVEL & TRAINING

Travel Expenses: Include any projected travel costs related to the service delivery of the proposed program. This may include field trips, home visits, meetings, employee travel expenses, and necessities for vehicles utilized for the program. Purchased transportation would include transportation for a fee such as taxi or bus fare.

Agency Training Expenses: Include expenses related to training of staff to provide the proposed services. This may include registration fees, lodging, meals, transportation fees, conference materials, etc. If the training will benefit multiple programs or funding sources, only the portion directly applicable to the proposal should be included.

CONSUMABLE SUPPLIES: Include any projected need for supplies to implement the proposed services including direct program supplies such as books and materials, and indirect supplies for managing the program such as office and cleaning supplies.

OCCUPANCY COSTS: Occupancy costs are to be based on three factors: (i) The square footage needed by the proposed program as a percentage of total facilities square footage; (ii) the annual rent or depreciation cost (if Bidder owns the building); and (iii) the percentage of the overall program funded through the proposal to LCWDA. Bidder must provide square footage for the program and the building; either the annual cost of rent per square foot or the annual depreciation figures, and the percentage of program funding provided through this RFP should the Bidder be awarded a contract. The charges to the Contract Budget will be calculated from these figures.

The expense for utilities and maintenance and repair should include the overall expenses which will then be prorated to the program based on building square footage and the portion of the proposed program to be funded through this RFP. If there are specific utilities related only to the portion of the program Bidder proposes LCWDA fund, list these separately and the amount chargeable to the Contract Budget will be calculated based on the percentage of the program for which the proposal is seeking funding.

INSURANCE COSTS: Include all non-vehicle insurance costs in this section and the percentage of these costs directly related to the proposed program.

OTHER MISCELLANEOUS PROGRAM COSTS: Include in this section any projected expenses that are not listed under any other area of the Contract Budget.

EQUIPMENT COSTS (SECTION III):

EQUIPMENT SUBJECT TO DEPRECIATION: This section includes all equipment utilized by the program that exceeds Bidder's fixed asset threshold or \$5,000, whichever is lower. For example, if Bidder's fixed asset threshold is \$500, any piece of equipment over \$500 is to be included here. However, if Bidder's threshold is \$7,500, all individual items over \$5,000 are to be included here. The equipment costs listed here will be reimbursed based on the annual usage associated with the proposed program's portion of the equipment's usage. Please list each item of equipment separately with the required information in Part A. In Part B, include the useful life as determined by Bidder's fixed asset policy and the percentage the equipment will be utilized by the proposed program. This percentage should take into consideration both the percentage of use by the program and the percentage of the program that may be funded through this RFP. For example, if a vehicle is 50% to the program and your proposal includes 50% of program funding from another source, the percentage would be 25% (50% of 50%).

SMALL EQUIPMENT PURCHASES: This section includes all purchased equipment utilized by the program that was not included above. This equipment will be reimbursed as purchased based on the proposed program's percentage of the equipment's use. To calculate the percentage to the Contract Budget, take the percentage to the program times the percentage of proposed LCWDA funding of the program as noted above.

LEASED AND RENTED EQUIPMENT: Include those items of equipment to be utilized by the program that are leased or rented. Once again, to calculate the percentage to the Contract Budget, take the percentage of the equipment's usage to the program times the percentage of the program that may be funded through this RFP as noted above.

EQUIPMENT REPAIR AND MAINTENANCE: Include repairs and maintenance to equipment utilized by the program. Remember to calculate the percentage to the Contract Budget by taking the percentage to the program times the percentage of the proposed portion of LCWDA funding of the program as noted above.

TUITION CHARGES (SECTION IV) (TUITION BASED PROGRAMS ONLY):

If the program is a tuition-based program, fill in the appropriate information for each type of program. "Total Program Units" will include all projected participants in the program. "Units Under Contract" will only include projected participants reimbursable by LCWDA.

UNIT RATE CHARGES (SECTION V) (APPROVED PROGRAMS ONLY):

If the proposed program has been approved for unit rate charges, fill in the appropriate information for each type of service unit. "Total Program Units" will include all projected units in the program. "Units Under Contract" will only include projected units reimbursable by LCWDA.

INCOME PAGE: On this page Bidder must disclose all projected funding for the organization.

Part A: Include all funds for the program for which Bidder is seeking funding. For example, if Bidder is proposing that LCWDA fund \$50,000 of a \$200,000 program, there should be \$50,000 listed under LCWDA and another \$150,000 in other funding categories. For each type of federal, state, or county funding, please specify the source and type of funding received. As an example, Bidder may receive TANF monies through Lucas County Family Council or Title XX money through LCCSEA.

Part B: Include all projected funding for Bidder's organization. Once again please specify each source and type of federal, state, or county funding Bidder plans to receive. Please be aware that many federal and state funds are passed through local governments and other organizations. Bidder may need to contact the granting agency to find out the true source of these funds.

UNALLOWABLE COSTS:

Use of federal funds for prohibited purposes will result in the loss or recovery of those funds. Funds may not be utilized for the following:

- Advancement of political or religious points of view, fund raising or lobbying.
- Distribution of factually incorrect or deceitful information.
- Consulting fees for salaried program personnel to perform activities related to the program.
- Bad debts of any kind.
- Lump sum indirect or administrative costs.
- Contributions to a contingency fund.
- Entertainment (for example paying for entertainment for management).
- Fines and penalties.
- Interest or other financial payments.
- Contributions made on behalf of program personnel.
- Costs to rent equipment or space owned by the funded agency.
- Inpatient services.
- The purchase or improvement of land.
- The purchase, construction, or permanent improvement of any building.
- Satisfying non-federal fund matching requirements to receive any federal funding.
- Contracts for compensation with advisory board members.

A signed original and seven (7) copies of the proposal along with the CD or flash drive version shall be submitted to LCWDA as specified in Section 2.5 of this RFP.

Cover Page: Bidders must use Attachment 1 (cover page) as provided in this RFP. Complete all sections of the Cover Page form. Bidder's authorized representative must sign the Cover Page of at least one of the submitted copies.

Bidders must include all required documents. The maximum number of points that can be awarded for each section of the Service Description Packet and overall formatting is provided (Section 2.7 – Rating Sheet). Total possible points = 150.

Section 7. Attachments & Application Checklist

7.1 Attachments:

The documents listed below are to be completed in their entirety by the Bidder. These documents will be sent upon request. Contact Michelle Niedermier via email at niedem@odifs.state.oh.us and indicate the name of your organization, the contact person and the email address where the electronic documents should be sent (no hard copies or faxes shall be sent). The documents will be sent within two (2) business days. If you do not receive the documents within this timeframe, please contact Michelle Niedermier at 419-213-8871 to ensure receipt of the original email request. Please allow adequate time for receipt and completion of the documents prior to the 12:00 p.m., February 15, 2010 deadline. **NO REQUESTS FOR ATTACHMENTS WILL BE ACCEPTED AFTER 12:00 P.M., February 11, 2010.**

1. Attachment 1 -- RFP Cover Page
2. Attachment 2 -- Service Description Packet (Forms 1-5)
3. Attachment 3 -- Non-Discrimination and Equal Employment Opportunity Affidavit
4. Attachment 4 -- Non-Collusion Affidavit
5. Attachment 5 -- No Findings for Recovery Affidavit
6. Attachment 6 -- Delinquent Personal Property Tax Statement

7. Attachments 7 & 8 -- Ohio Homeland Security – Declaration of Material Assistance Form (Attachment 8) [Terrorist Exclusion List (Attachment 7) will be included with this form as a reference]
8. Attachment 9 -- Representations, Assurances and Certifications
9. Attachment 10 -- LCWDA Performance Measures Form (Complete form through Line A)
10. Attachment 11 -- LCWDA Budget Form

Proposals submitted without the required affidavits attached will experience in a reduction in points during the Review Process. The original, notarized documents must be included as part of the “original” proposal packet as specified in Section 7.2 of the RFP. Bidders must submit separate proposals for each service area. Bidders must include: one (1) signed original proposal, seven (7) copies and an electronic version of the document on a CD-ROM or flash drive in Word or PDF format and in Excel for applicable forms.

7.2 Application Checklist:

- RFP Cover Page (signed)
- Service Description Packet (Forms 1-5)
- Non-Discrimination and Equal Employment Opportunity Affidavit
- Non-Collusion Affidavit
- No Findings for Recovery Affidavit
- Delinquent Personal Property Tax Statement
- Ohio Homeland Security – Declaration of Material Assistance Form (Attachment 8) [Terrorist Exclusion List (Attachment 7) will be included with this form as a reference]
- Representations, Assurances and Certifications
- LCWDA Performance Measures Form
- LCWDA Budget Form
- Collaboration Letters
- Personnel Qualifications (including Alternate Signing Letter, if applicable)