



REQUEST FOR PROPOSALS

Clark County Department of Job & Family Services (CCDJFS)
Job Readiness Workshops/Computer Lab
RFP #: 04-CY14
\$450,000

Job Readiness Workshops/Computer Lab
October 1, 2014 to September 30, 2017

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

Deadline for Proposal Submission is August 15, 2014
REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED

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CLARK COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
Job Readiness Workshops/Computer Lab
RFP# 04-CY14

SECTION I. GENERAL PURPOSE & PROVIDER INFORMATION

1.1 Purpose

The Board of Clark County Commissioners (Board) intends to award a contract to one or more providers, as appropriate in the judgment of the Board, for its Department of Jobs and Family Services (CCDJFS). For the purposes of this document, collectively, the Board and CCDJFS will be referred to as the County.

The purpose of the RFP is to solicit provider(s) to facilitate Job Readiness/Job Search Assistance Workshops for Clark County Ohio Works First (OWF) applicants and participants and individuals behind in child support payments (Seek Work) all of whom will be referred by the Clark County Job & Family Services (hereinafter CCDJFS).

The goal of the workshops and computer lab are to help each participant successfully transition toward personal responsibility and self-sufficiency by attending four (4) weekly three-hour training modules with classes held in the morning or afternoon to include: comprehensive skills assessments, education and employment goals, job search activities using the state's Electronic OhioMeansJobs (E-OMJ) job skills portal; practical budgeting and financial literacy, communication skills, acceptable work behaviors and limited intensive case management and one(1) three-hour E-OMJ 101 serving OWF applicants/participants and Seek Work participants.

Additionally, the CCDJFS is seeking a provider who will provide a full-time instructor to manage the OhioMeansJobs (OMJ)/Clark County Computer lab to assist OWF, Seek Work, Food Assistance Employment Training (FAET) and OMJ Universal customers with online assessments, job readiness and educational self-paced tutorials. The instructor will also facilitate two (2) three-hour modules per week of E-OMJ 101 with classes held in the morning and afternoon at the CCDJFS to include a hands-on resume writing class and uploading resumes to OhioMeansJobs, the state of Ohio's job-match portal for the FAET and OMJ Universal participants. There will be a total of 156 E-OMJ 101 training modules facilitated annually. OWF applicants/participants and Seek Work participants are required to attend open computer lab as part of their core and non-core work activities. The CCDJFS will setup the lab and provide/maintain all equipment.

1.2 Project Problem Statement

Job readiness training provides an essential first step to help unemployed or low-income individuals make the transition from public assistance to self-sufficiency. Such training focuses on life skills such as time management, conflict resolution, problem solving, professional dress and demeanor, and communication skills. Nationally, employers have stressed the importance of job readiness in successful recruitment for entry-level positions. When the most work-ready are absorbed into the workforce, those that remain will be the hardest to employ. It is

imperative for Clark County to bridge the gap and eliminate the disconnect that exists between what employers need and the capacity that exists to fill those needs.

1.3 Background Statement

The CCDJFS – OhioMeansJobs Clark County is one of ninety (90) county one-stops in Ohio that provide employment-related services and activities to help participants secure and retain employment including job readiness training; job search assistance; referrals to and ongoing support for vocational training, adult education (GED) and literacy programs; job development; placement and retention services; support services, ongoing case management and career counseling.

1.4 Agency Philosophy and Services

The CCDJFS mission statement is: To promote safety, strengthen families, and empower people. The mission of OhioMeansJobs/Clark County is to help people find & keep the right jobs and employers find & keep the right people.

1.5 Project Summary

The County's objective is to enter into a contract(s) with provider(s) who will facilitate a series of job readiness modules for the OWF applicants/participants and Seek Work participants as part of their individual employment plan. The CCDJFS staff will administer the Test Adult Basic Education (TABE) assessment for OWF applicants and Seek Work participants before they are assigned to the Job Readiness modules. CCDJFS staff will enter the TABE assessment scores in G*Stars within twenty-four (24) hours of completion of this assessment. The Contractor will develop and administer a pre- and post- soft-skills assessment in the first and last modules of the job readiness series and enter the assessment scores in G*Stars within twenty-four hours of completion of each assessment. The job readiness training modules will include four (4) three-hour job readiness classes and one (1) three-hour session of the E-OMJ training module for the OWF applicants/participants and Seek Work participants. The weekly job readiness workshops will be held at the CCDJFS from 9 a.m. to 12:00 p.m.

The CCDJFS is seeking a provider who will provide a full-time instructor to manage the OMJ /Clark County open computer lab to assist OWF, Seek Work, FAET and OMJ Universal customers with online assessments, job readiness and educational self-paced tutorials. The instructor will also facilitate two (2), three-hour modules of E-OMJ 101, including a hands-on resume writing class and uploading resumes to OhioMeansJobs, the state of Ohio's job-match portal with classes held in the morning or afternoon for the FAET and OMJ Universal participants. Additionally, the computer lab will be open Monday through Friday, 8 a.m. to 4:30 p.m. (when the CCDJFS is open), and closed to the public when the two (2) three-hour E-OMJ 101 training modules are in session.

1.6 Target Population

The target population for the job readiness modules will include the OWF applicants/participants and Seek Work participants. The target population for the E-OMJ classes and open computer lab will include OWF applicants/participants/Seek Work

participants, FAET participants, Able Body Adults Without Dependents (ABAWDs), and OMJ Universal customers.

Job Readiness Training Modules: The CCDJFS will schedule approximately 168 OWF participants and 288 Seek Work participants annually to the job readiness modules between October 1, 2014 and September 30, 2017.

Computer Lab/E-OMJ 101 Workshop: The CCDJFS will schedule approximately 168 OWF participants, 288 Seek Work participants, 600 FAET participants and 1,260 OMJ Universal customers annually to the E-OMJ workshops between October 1, 2014 and September 30, 2017.

1.7 Anticipated Procurement Timetable

<u>Date</u>	<u>Event/Activity</u>
June 2, 2014	CCDJFS releases RFP to potential providers; Q&A period opens <ul style="list-style-type: none">- RFP becomes active.- Proposers may submit inquiries for RFP clarification.
June 4, 2014	Deadline for request to be added to notification list (4:00 p.m.)
June 11, 2014	Bidders' Conference for Proposers
June 13, 2014	Proposer Q&A Period Closes 9 a.m. (for inquiries for RFP clarification). <ul style="list-style-type: none">- No further inquiries for RFP clarification will be accepted.
June 16, 2014	CCDJFS provides Final Proposer Question & Answer document.
August 15, 2014	Deadline for Proposers to Submit Proposals to CCDJFS (4 p.m.). <ul style="list-style-type: none">- This is the proposal opening date, beginning of the CCDJFS process of proposal review.
September 1, 2014	Letter of intent to award contract issued by CCDJFS. <ul style="list-style-type: none">- All applicants notified.
September 24, 2014	Contract submitted to County Commission for approval.
October 1, 2014	Service provision begins.

IMPORTANT:

County reserves the right to revise this schedule in the best interest of the CCDJFS and/or to comply with the County procurement procedures and regulations and after providing reasonable notice. Only the Board has the authority to bind the County into a contract. The letter of intent to award is not binding. Since the letter of intent to award is not binding, any costs incurred by the bidder prior to the Board's award may or may not be recovered from County, **within the sole discretion of the Board.**

1.8 Reporting Requirements

Job Readiness Training Module (2 week program)

1. Contractor staff must ensure that 100% of OWF applicants/participants and Seek Work participants, sign-in for the job readiness modules using an automated system.

2. Contractor staff will monitor and document daily progress made by individuals participating in the one-week job readiness modules by entering progress notes in an automated system at the end of each module.
3. Contractor staff will also assign sixteen (16) hours of homework assignments and enter those assignments in an automated system within one business day of making the assignment.
4. Homework is to be completed by the OWF applicants/participants and Seek Work participants and turned in to the CCDJFS case manager at their next scheduled appointment.
5. The Contractor will enter the pre- and post- soft-skills assessment scores in automated system within twenty-four hours of the assessment completion.

Computer Lab

6. Contractor staff must ensure that 100% of OWF applicants/participants, Seek Work participants, FAET participants and OMJ Universal Customers to sign-in and sign-out for E-OMJ training modules and open computer lab.

1.9 Internet Question & Answer Period; RFP Clarification Opportunity

Providers may ask clarifying questions regarding this RFP via email or U.S Mail during the Q&A Period as outlined in Section 1.7, Anticipated Procurement Timetable. To ask a question, providers must submit all questions in writing, via email or U.S. mail, to nweber@clarkdjfs.org or to the mailing address in Section 5.1 prior to the closing time and date for the Question & Answer Period. To ensure timely receipt of questions “Job Readiness/Computer Lab RFP- Request for Clarification” must be written in the subject line of emailed questions and on the outside of the envelope of any mailed questions. The County reserves the right to disregard any e-mailed or mailed questions that are not properly titled.

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. The County may, at its option, disregard any questions which do not appropriately reference a RFP provision or location, or which do not include identification for the originator of the question. If the County determines that a question cannot be resolved by reference to any section of the RFP, the County may, at its discretion, make necessary additions or changes to the RFP by addendum or amendment. The County will not respond to any questions received after 9 a.m. on the date the Q&A period closes.

The County responses to all questions asked via email or U.S. mail will be posted on the Internet website dedicated to this RFP or mailed (if requested by the provider), for reference by all providers. Providers will not receive personalized or individual email responses. Clarifying questions asked and the County’s responses to such questions comprise the “CCDJFS Q&A Document” for this RFP. Responses will include the relevant page number, heading, and provision in question. Provider proposals in response to this RFP are to take into account any information communicated by the County in the Final Q&A Document for the RFP.

If any additions or changes are made to this RFP as a result of the Q&A process, an addendum or amendment to the RFP will be posted on the Internet website dedicated to this RFP or mailed to the provider (when requested in advance). It is the responsibility of all providers to check this site on a regular basis for responses to questions, as well as for any addendums, amendments or other pertinent information regarding this RFP.

Accessibility to the CCDJFS 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 1.11, Communication Prohibitions will be honored. The posted time frames for County responses to email questions for RFP clarification do not apply to PRRs. Bidders who choose to rely on responses to public records requests when preparing their proposals do so at their own risk.

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 County under any future contract or agreement, 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 or agreements using the Q&A process, the County will use its discretion in deciding whether to provide answers. Interested providers should also refer to RFP Section 1.12, Agreement Period and Funds Available, for related information.

There is an established time period for the Q&A process (see Section 1.7, Anticipated Procurement Timetable, above). The CCDJFS Q&A document 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 records. County 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 CCDJFS website where the RFP and its related documents are published, they may contact Nikki Weber at nweber@clarkdjfs.org or by phone at 327-1726.

1.10 Bidders' Conference

A bidders' conference has been scheduled for June 11, 2014 at 11:00 a.m. in the Ohio Room in Building D at the Clark County Department of Job & Family Services campus, 1345 Lagonda Avenue, Springfield, Ohio. CCDJFS staff will respond to questions regarding the requirements of the RFP.

While attendance is not mandatory, County strongly encourages potential proposers to attend this conference. Please bring your copy of the RFP.

As noted in Section 1.11, Communication Prohibitions (below) of this RFP, County may not specifically notify any provider of changes or announcements related to this RFP except through the website posting, unless otherwise requested by the provider. It is the affirmative responsibility of interested proposers to be aware of and fully respond to all updated information posted on this web page or sent at the request of the provider via U.S. mail.

1.11 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 County, 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 1.9, Q&A Period, and Section 1.10, Bidders' Conference;
2. For the purpose of conducting necessary business arising from a pre-existing or on-going business relationship with County;
3. As part of any provider interview process initiated by County, which County deems necessary in order to make a final selection;
4. Bidders may request that the RFP and all posted RFP documents be sent via U.S. mail;
5. Any Public Records Request (PRR) made through CCDJFS; and
6. Notification of any changes or announcements related to this RFP through the CCDJFS vendor notification list.

***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. The County may not specifically notify any provider of changes or announcements related to this RFP except as provided in Section 1.11. 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 or provided by U.S. mail when previously requested by the provider. Providers without access to the web page established for the RFP may request that amendments to the RFP or documents related to it be sent to them by contacting Nikki Weber via email or U.S. mail at the following address, nweber@clarkdifs.org or Clark County Job & Family Services, Attn: Nikki Weber, 1345 Lagonda Avenue, Springfield, Ohio 45503.

County is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source not authorized for this RFP. **Any attempts at prohibited communications by providers may result in the disqualification of those providers' proposals.**

1.12 Agreement Period and Funds Available

County is seeking to award contracts to be effective October 1, 2014 will conclude no later than September 30, 2016. County may, at its discretion, extend the contract(s) for one additional year effective October 1, 2016 concluding no later than September 30, 2017.

This program will be funded at no more than **\$150,000** per year and will be supported by the following funding source: Temporary Assistance for Needy Families, CFDA 93.558.

Funding sources are contingent upon eligibility of the participants. This RFP and all agency contracts and 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. County is not required to compensate any provider for any expenses incurred as a result of the RFP process.

1.13 Termination Clause

County may terminate any contract entered into when it is determined by County in its best interest to do so, by giving at least thirty (30) days advance notice, in writing, to the Contractor. The Contractor may be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination. No termination shall be authorized by the County except by formal resolution of the Board.

County may immediately terminate any contract entered into in the event that County, in its sole discretion, reasonably determines that performance of the work by the Contractor, its employees, agents, and/or subcontractors, could seriously affect the quality or safety of the work, create a significant risk of harm to persons or property, or result in liability or loss of funds for the County, including, but not limited to, liability under state or federal law. No termination shall be authorized by the County except by formal resolution of the Board.

SECTION II. PROVIDER EXPERIENCE AND QUALIFICATIONS

2.1 Demonstration of Experience

The County is seeking applicants who possess the experience listed below.

Providers must demonstrate that these minimum prior experience requirements are met:

1. The Contractor staff must have at least two (2) years of experience working with low-skilled individuals with barriers to employment;
2. The Contractor staff must have a minimum of two-year's demonstrated experience in the following areas: classroom management, classroom training, career counseling, excellent oral and written communication skills, technical skills and the ability to produce professional resumes.;
3. Must outline experience with best practice in the area of job readiness training and job search assistance;

4. Must have worked in partnership with a range of professional and community-based agencies for a minimum of two-years;
5. Must support the partnership and collaboration among the one-stop partners of the OhioMeansJobs Clark County One-Stop by attending bi-monthly partner council meetings and partner cross-training workshops

SECTION III. SCOPE OF WORK & SERVICES TO BE PROVIDED

3.1 Scope of Work

The CCDJFS is seeking provider(s) to develop and administer a job readiness program serving low-skilled individuals with barriers to employment who require intensive job readiness and skills training; skilled and semi-skilled individuals who require job readiness and intensive skills training for OWF applicants/participants and Seek Work participants. The Service Provider(s) will assign (16) hours of homework at the end of the first week of job readiness modules. Homework is to be completed by the OWF applicants/participants and Seek Work participants and turned in to the CCDJFS case manager at their next scheduled appointment. The Service Provider will enter homework assignments in an automated system within one business day of the initial assignment. Job readiness classes will be held weekly beginning with the TABE assessment facilitated by the CCDJFS staff and the pre-resume workshop facilitated by another contracted provider.

Weekly job readiness classes will be held at CCDJFS from 9 a.m. to 12:00 p.m. for the OWF applicants/participants and the Seek Work participants. All scheduled modules are cyclical – does not matter where the participants enter the program or exits. E-OMJ classes are considered part of the job readiness modules including the ACT WorkKeys Career Readiness Assessment.

Additionally, the CCDJFS is seeking a provider to provide a full-time instructor for the one-stop computer lab to facilitate two (2), three-hour E-OMJ 101 computer workshops for the FAET and OMJ Universal participants, in addition to providing technical support, including but not limited to, self-paced tutorials, online job search, posting of resumes to OMJ for OWF, Seek Work, FAET and OMJ Universal participants during the open hours of the computer lab.

Proposals should demonstrate the following abilities:

Job Readiness/Job Search /Assistance Training Module: (OWF and Seek Work)

1. Assessment: The Contractor staff must have a comprehensive assessment strategy to assess pre- and post-attitude and workplace behavior, budget and financial management and basic computer skills to include creating email accounts and uploading resumes to OMJ.
2. Contractor is encouraged to use the ACT Workkeys Performance (attitude and workplace behavior) as the post assessment instrument.
3. Assessment scores must be entered to automated case management system within one business day of assessment completion.
4. Career Development: The program must have a strong career development component that focuses on assisting individuals to establish short and long-term career goals. Contractor

must include the E-OMJ suite of assessment tools (resume builder, cover letter templates, career development for in-demand occupations) as part of the job readiness modules.

5. The CCDJFS will create WorkKeys Internet Version accounts for designated Contractor staff to proctor the ACT Career Readiness assessment for individuals scoring 75% or higher on the TABE Assessment. Individuals scoring below 75% on the TABE Assessment will be assigned to Career Ready 101 for remedial study.
6. Life Skills Training: Participants must be provided with basic life skills training covering topics such as, but not limited to: budgeting and financial management, personal hygiene; computer skills, time management. Additionally, participants must be given guidance on how to obtain housing, health insurance and documents necessary for employment, such as a driver's license or non-driver ID card, if necessary.
7. Contractor staff must ensure that 100% of participants to sign-in and out using automated system.
8. The Service Provider(s) will assign (16) hours of homework at the end of the first week of job readiness modules. Homework is to be completed by the OWF applicants/participants and Seek Work participants and turned in to the CCDJFS case manager at their next scheduled appointment. The Service Provider will enter homework assignments in an automated system within one business day of the initial assignment.

Computer Lab

1. Facilitate two (2) E-OMJ 101 three-hour modules per week with morning and afternoon modules offered for FAET, and OMJ Universal participants.
2. Provide resume writing instruction in the computer lab; participants will learn how to upload resumes to OMJ and leave with completed professional resumes.
3. Provide technical support including but not limited to: self-paced tutorials, online job search, and posting resumes to OMJ.
4. Computer lab hours are Monday through Friday 8:00 a.m. to 4:30 p.m. When E-OMJ classes are in session the lab will be closed.
5. Contractor staff must ensure that 100% of participants sign in and out using automated system.

Specification of Deliverables

1. Develop and facilitate three-hour job readiness/job search assistance modules four (4) times per week;
2. Contractor will facilitate daily job readiness/job search assistance modules from 9 a.m. to 12:00 p.m. All job readiness classes will be held at the CCDJFS with a maximum of 15 participants per module;
3. Administer ACT Workkeys Career Readiness assessment to OWF and Seek Work participants whose TABE scores are 75% or higher during the regular scheduled job readiness module;
4. Assign individuals to Career Ready 101 whose TABE scores are lower than 75% during scheduled day of job readiness modules;
5. Record assessment scores to automated system (Section 1.8) within one business day of the assessment completion;

6. Ensure that all participants completing the E-OMJ 101 upload their resume to OMJ and leave the class with a professional resume;
7. Upload completed resumes to OMJ County term server;
8. Contractor staff will provide supporting documentation or testimony to the CCDJFS staff member in preparation of a state hearing;
9. Contractor staff member will attend state hearings with a minimum of ten days advanced request made by the CCDJFS staff;
10. Provide technical support including but not limited to self-paced tutorials, online job search and posting resumes to OMJ for individuals using the computer lab's academic and job readiness online tutorials including E-OMJ;
11. Contractor staff will maintain computer lab from 8:00 a.m. to 4:30 p.m., Monday through Friday when the CCDJFS is open

3.2 Expected Outcomes

1. 80% of E-OMJ 101 participants will demonstrate their knowledge of basic computer skills including, but not limited to, creating basic email accounts, navigating the internet, saving word documents and conducting online job search by increasing their pre-assessment score by 75%. (Referenced in 3.1:1)
2. 80% of job readiness participants will demonstrate their knowledge of budgeting and financial management by increasing their post-assessment score by 75%. (Referenced in 3.1:1)
3. 80% of participants will demonstrate improvement and understanding of employment soft-skills including but not limited to, change in attitude and workplace behaviors, interviewing skills, appropriate work attire, time management, organizational skills and arriving on time by increasing their post-assessment score by 75% (Referenced in 3.1:1)

3.3 Selected Provider Compensation Structure

County 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 County 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 the CCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice. Invoices submitted more than 30 days after the end of the agreement period will not be reimbursed. This invoice shall adhere to the guidelines communicated by the CCDJFS included as Attachment D.

3.4 Responsibilities of CCDJFS

1. CCDJFS staff will determine eligibility and assign OWF applicants/participants and Seek Work participants to Job Readiness/Job Search Assistance training modules using Compass Appointment Management System.

2. CCDJFS staff will refer FAET and OMJ Universal participants to the E-OMJ 101 training modules using Compass Appointment Management System.
3. CCDJFS will designate a staff member as the liaison between Contractor staff and CCDJFS to ensure an effective flow of communication.
4. CCDJFS case managers will meet with Contractor staff on a case-by-case basis to address issues that might arise during the assignment.
5. CCDJFS staff will remove/sanction OWF, Seek Work and FAET participants who repeatedly fail to perform in accordance with minimum acceptable program standards.
6. CCDJFS will provide dedicated office space at the Ohio Means Jobs Clark County One-Stop for essential Contractor staff.
7. CCDJFS will provide the space and equipment for the Computer Lab and will maintain all equipment.
8. CCDJFS staff will report to Contractor staff any changes in benefit levels that could change required participation.
9. CCDJFS will refer 100% of OWF and Seek Work participants to one (1) week of job readiness training modules.
10. CCDJFS will monitor daily attendance through automated system for OWF, Seek Work and FAET participants.
11. CCDJFS will provide case management to OWF, Seek Work and FAET participants based on required progress notes entered into automated system by Contractor staff (Reference 1.8).
12. CCDJFS will not refer 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.

SECTION IV. LIMITATIONS AND OTHER REQUIREMENTS

4.1 Limitations

The award of a contract is contingent upon the approval of the Board of Clark County Commissioners. No contract shall be valid and legal until it has been approved and executed, in signature, by the Board of Clark County Commissioners.

This RFP does not commit County to award a contract or to pay any cost incurred in the preparation of a proposal. County 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.

County will review each proposal with respect to price, proposer's administrative and programmatic capabilities, and conformance to the RFP criteria. County 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 County.

Proposal selection does not guarantee that a contract for services will be awarded. County reserves the right to terminate the negotiation process in the event that negotiations fail with the potential vendor whose proposal is selected and/or issues arise during negotiations that prevent County from entering into a contract with that potential vendor. If this happens, County, in its sole discretion, reserves the right to: (1) select another potential vendor that responded to the RFP or (2) cancel and/or reissue the RFP.

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

4.4 Certifications

Proposers are not required to submit insurance certificates in order for their proposals to be considered. **However, the provider whose proposal is selected shall be required to present current insurance certificates prior to the commencement of the contract.** In the event that the winning bidder fails to present satisfactory insurance certificates when the proposed contract is submitted to the Board of County Commissioners for approval, County, in its sole discretion reserves the right to (1) select another provider's proposal or (2) cancel and/or reissue the RFP. The following are the standard requirements of insurance for providers who hold contracts and contracts with Clark County. Providers must provide, in their proposals, assurances regarding the items outlined below:

1. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
2. 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.
3. Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
4. 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
5. 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.

6. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident, which may be waived by the Board, in its sole discretion, if no licensed professionals will be employed to perform services under the contract.

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

1. 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.
2. 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

Providers must disclose any circumstances of which the providers know or reasonably should know, including, but not limited to financial, legal, administrative, or safety risks, which might prevent them from meeting the insurance requirements by the time the contract(s) are signed. Providers shall have an ongoing duty to disclose any such circumstances that could foreseeably result in loss of coverage or denial of a claim during or after the duration of any contracts entered into pursuant to this RFP.

The successful bidders will also be required to agree to the following terms in the contract(s) awarded by the Board of County Commissioners:

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Contractor and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Contractor until the Contractor presents current certificates. In the event that the Contractor fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

4.5 Contractual Requirements

The provider whose proposal is selected will be required to agree to the terms of the contract included in this RFP as Attachment E. Such terms may not be modified or rejected absent a written waiver granted by the County pursuant to the RFP's waiver provisions. Additional terms shall not be permitted unless specifically included in the provider's proposal and accepted by the County. Such additions will be added to the statement of work in the contract by the County during negotiation of the final contract.

4.6 Personal Property Tax Statement

As part of the submitted proposal, providers must include the attached notarized Personal Property Tax Statement (included in this RFP as Attachment C). Failure to include this statement as part of the proposal submitted to CCDJFS may result in the disqualification of the provider's proposal from consideration.

4.7 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 or contracts.

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

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.

4.9 Waiver of Minor Proposal Errors

County may, at its sole discretion, waive minor errors or omissions in provider's proposals/forms when those errors do not unreasonably obscure the meaning of the content.

4.10 Proposal Clarifications

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

4.11 Program Evaluation and Monitoring

Programmatic Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place at least three times per year (two announced and one unannounced site visits), utilizing a monitoring format and checklist developed by the CCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with terms and deliverables of the

contract. Providers will be required to develop a plan, approved by the CCDJFS, to correct noncompliance issues within a term defined by the CCDJFS.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

County 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:

1. **Seven paper copies (one signed original and six copies) and** one electronic version (Microsoft Word document) on a CD-ROM of the proposal may be mailed or hand-delivered to:

Clark County Department of Job & Family Services
Attn: Nicole Weber
1345 Lagonda Avenue, Building C- 4th Floor
Springfield, Ohio 45503.

OR

2. **One electronic version (Microsoft Word document) may be emailed to nweber@clarkdjfs.org and Seven paper copies (one signed original and six copies)** of the proposal may be mailed or hand-delivered to:

Clark County Department of Job & Family Services
Attn: Nicole Weber
1345 Lagonda Avenue, Building C- 4th Floor
Springfield, Ohio 45503.

If the two formats are not received on the same date, the latter date upon which both submission formats are received is considered to be the submission date.

The providers' proposals must be submitted no later than 4:00 p.m. on August 15, 2014. Faxed submissions will not be accepted. County will not consider a provider's proposal to be submitted until the time at which the proposal is actually received by County in both the paper and electronic formats. A proposal will not be deemed "submitted" until the proposal is complete.

Providers' original proposal must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. All copies (both paper and electronic) of the original proposal must include copies of ALL information, documents, and pages in the original proposal. A provider's proposal will be considered to be incomplete if the Provider fails to comply with this paragraph.

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. County 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. **County 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

Proposal Format

The County discourages overly lengthy and costly proposals. In order for the County to evaluate proposals fairly and completely, vendors should follow the format set forth herein and provide all of the information requested.

Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Responses must be submitted as required in section 5.1. All proposals submitted will become the property of Clark County and will not be returned.

Proposals must remain open and valid for ninety (90) days from the opening date, unless the time for awarding the contract is extended by mutual consent of Clark County and the vendor.

SECTION A - INTRODUCTION

Cover page

This must include the RFP number, title and the complete vendor name and mailing address.

Cover letter

Proposals must include the telephone number of the person the County should contact regarding the proposal.

Proposals must confirm that the organization will comply with all the provisions of this RFP, and include a conflict of interest statement. Any exceptions to the County contract general terms and conditions should be discussed here.

The vendor must provide a brief description of the organization including history; number of years your organization has been in business; type of services you provide; legal status of vendor organization, i.e. corporation, partnership, sole proprietor; Federal Tax ID number.

The vendor must submit a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company's principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant.

A vendor representative authorized to make contractual obligations must sign the cover letter.

Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of your document readily. Identify each section of your response as outlined in the proposal package.

Executive Summary

Provide a high level overview of your approach, the distinguishing characteristics of your proposal, and the importance of this project to your overall operation.

SECTION B – PROJECT UNDERSTANDING (25 points)

Provide the Following Information:

1. What do you understand to be the purpose and scope of this project?
2. What are the pertinent issues and potential problems related to the project?
3. How will you contribute to meeting outcomes of the contract?

Scope of Work/Solution/Project Narrative

1. What is your proposed solution to the needs identified by the County?

Deliverables

1. Describe the deliverables in specific, and to the extent possible, measurable terms.

SECTION C – METHODOLOGY (20 points)

Methodology

1. Describe the methodology you would use to carry out this project, and the reason for selecting this methodology. Detail the tasks to be undertaken.
2. Detail how you plan to transition participants currently being served by our existing provider to your program, if necessary.

Project Schedule

1. Provide a chart showing project activities that includes the achievement milestones upon which progress payment will be claimed.

Evaluation Plan

1. How will you assess the progress of the project while it is underway?

SECTION D - PROJECT MANAGEMENT (25 points)

Describe your project management approach including:

1. The method used in managing the project
2. The project management organizational structure including reporting levels and lines of authority.

Project Control

1. Describe your approach to project control, including details of the methods used in controlling project activities.

Project Reporting

1. Describe your status reporting methodology including details of written and oral progress reporting.

Interface with the County

1. Describe your contact points with the County including types of communications and level of interface.

Risk Management

1. Identify the potential risks and problems which, in your experience, occur on projects of this type. Identify steps that can be taken to avoid or mitigate these problems and steps to be taken should the problem occur. Incorporate activities in the project plan to reduce the occurrence, severity and impact of events or situations that can compromise the attainment of any project objective.

SECTION E – QUALIFICATIONS & EXPERIENCE (15 points)

Vendor Qualifications

1. Identify the qualifications that you bring to this project. Explain what differentiates your services from others in the market.

Prior Experience

1. Describe the adequacy of staff, equipment, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this project.
 - a. Does the Provider have demonstrated experience in completing similar projects on time and within budget?

- b. Do the individuals assigned to the project have experience on similar projects?
- c. How extensive is the applicable education and experience of the assigned personnel?

Personnel

1. All proposed key project personnel, including subcontractor staff, must be identified in the proposal. Resumes of all key project personnel are required. Provider should redact personal contact information which is included on resumes for administrative use (i.e., home address, home phone number, personal email address, etc.). Each person's role is to be identified and documented in the following format:
 - a. Name
 - b. Position with company
 - c. Role in the project
 - d. Experience with the specific tasks being proposed
 - e. Work history on similar projects
 - f. Legal Relationship with the Contractor
2. Provide an organizational chart including all the personnel assigned to accomplish the work described in your proposal. Designate the person responsible and accountable for the completion of each component and deliverable of the proposal.

The County reserves the right to approve or disapprove any change in the successful Provider's project team members whose participation is specifically offered in the proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by the Contractor.

Customer References

The Provider must submit (3) references, names and phone numbers for similar projects your organization has completed. There is a limit of one (1) total reference from Clark County staff.

Contract or Agreement Performance

If a provider has had a contract or agreement terminated due to the provider's non-performance or poor performance during the past five years, all such incidents must be described, including the other party's name, address and telephone number. If no such terminations have been experienced by the provider in the past five years, so indicate.

Subcontractors

Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of the County project manager, and with prior written approval from the project manager. Providers will be responsible for the subcontractors meeting all terms and conditions of the specifications.

Conflict of Interest

Each provider shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that

conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor. The County's determination regarding any questions of conflict of interest shall be final.

SECTION F – PRICING (15 points)

Costs

1. Vendor must complete, sign, and submit Submittals A1- A3.
2. Provider must submit a detailed narrative, which demonstrates how costs are related and why they are necessary to the proposed program.
3. 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.
 - a. For the purposes of this RFP, “allowable” and “unallowable” program costs are itemized in the following:
 - i. For Non-Profit Organizations:
http://www.whitehouse.gov/omb/circulars_a122_2004
 - ii. For State, Local, and Indian Tribal Governments:
http://www.whitehouse.gov/omb/circulars_a087_2004
 - iii. For Educational Institutions:
http://www.whitehouse.gov/omb/circulars_a021_2004

If there is a dispute regarding whether a certain item of cost is unallowable County's decision is final.

Estimated proposal prices are not acceptable.

Payment Schedule

Provider must include a proposed schedule of payments. The trigger for payment for each cost must be identified (e.g. timing, deliverable).

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

County will enter into agreement(s) with the provider(s) that best demonstrate(s) 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 proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT). Providers should not assume that the review team members are familiar with any current or past work activities with the CCDJFS. 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.

The County reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The County 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, the PRT will score in two 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 1.7, Anticipated Procurement Timetable, and 5.1, Proposal Submission Information?
2. Did the provider submit seven paper copies (one original and six copies) and one electronic copy of their proposal?
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
 - Personal Property Tax Statement (see Section 4.6 of this RFP)
 - Campaign Contribution Declaration (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 County?
5. Does County’s review of the SAM.gov website verify that the provider is not excluded from contracting with County 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 Proposal:

The PRT will then score those qualifying proposals, not eliminated in Phase I. Review by assessing how well the provider meets the requirements as specified in Section 5.2 Sections B, C, D, E, and F of this RFP and the experience requirements of Section 2.1. Using pre-defined evaluation criteria for Phase II scoring, the PRT will read, review, and discuss the proposals and reach consensus on the final score for each qualifying proposal.

6.2 Review Process Caveats

County may, at its sole discretion, waive minor errors or omissions in providers’ proposals/forms when those errors do not unreasonably obscure the meaning of the content.

County reserves the right to request clarifications from providers to any information in their 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 County, and providers' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 1.11 of this RFP. Such communications are expressly permitted when initiated by County, but are at the sole discretion of County.

Should County 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 County. 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.

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

Any provider deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFP, pursuant to Section 6.1 Phase I, shall not be awarded the contract.

6.3 Final Provider Recommendation

The PRT will recommend to the Director of CCDJFS who will recommend to the Board the provider offering the proposal most advantageous to County, as determined by the processes and requirements established in this RFP.

SECTION VII. PROTEST PROCEDURES

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:

1. 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:
 - a. The name, address, and telephone number of the protestor;
 - b. The program name of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by County;

- e. A statement as to the form of relief requested from County; and
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest;
2. A timely protest shall be considered by County, if received within the following periods:
- a. 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.
 - b. 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 (7th) calendar day after the issuance of the Letter of Intent to Award the contract.
3. An untimely protest may be considered by County if it determines that the protest raises issues significant to County's procurement system. An untimely protest is one received by the CCDJFS after the time periods set forth in Item B. of this section.
4. All protests must be filed at the following location:

David S. Dombrosky, Director
Clark County Job & Family Services
1345 Lagonda Avenue- Bld. C- 4th Floor
Springfield, Ohio 45503

5. 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 Board determines that a delay will severely disadvantage County. The provider(s) who would have been awarded the contract shall be notified of the receipt of the protest.
6. County 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

County is under no obligation to issue a contract as a result of this solicitation if, in the opinion of County and the proposal review team, none of the proposals are responsive to the objectives and needs of County. County reserves the right to not select any provider should County decide not to proceed. County also reserves the right to reject the proposal of any provider, at any time prior to the execution of a contract with that provider, if any person brings information to the attention of CCDJFS, the proposal review team, or the Board of County Commissioners, raising a serious question concerning safety or the provider's

competence, reliability, or responsibility. 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 County.

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. Campaign Contribution Declaration Form *(To be completed and included in proposal packet as specified in Section 5.2)*
- C. Personal Property Tax Statement *(To be completed and included in proposal packet as specified in Section 5.2)*
- D. Sample Invoice *(to be used to submit monthly billing if a contract is awarded)*
- E. Sample Contract *(To be read by the Provider – see Section 4.5)*

ATTACHMENT A

Provider Assurances Form

Purpose: Clark County CCDJFS of Job & Family Services (CCDJFS) 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. County reserves the right to reject any proposal if this information is not provided fully, accurately, and by the deadline set by County. Further, some of this information (as identified below) **must** be provided in order for County 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. CCDJFS 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)
7. Print or type information on the provider representative/contact person <u>authorized to answer questions on the proposal/bid:</u> Provider Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	
8. Print or type the name of the provider representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the provider, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Provider's Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	

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

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State of Ohio, or local Debarment List.
3. We included in our proposal a copy of our most recently completed financial audit confirming that we are fiscally solvent.
4. We have, or will have: all of the fiscal control and accounting procedures needed to ensure that contract funds will be used as required by law and contract.
5. We have additional funding sources and will not be solely dependent on any funds awarded through a contract as a result of this RFP.
6. We will meet all 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
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 C
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.

DATE

BIDDER

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

NOTARY PUBLIC

My commission expires _____, _____.

ATTACHMENT E

SAMPLE CONTRACT

WITNESSETH THAT;

WHEREAS, the Board of County Commissioners of Clark County (hereinafter "BOCC") has statutory authority to enter into contracts on behalf of the County;

WHEREAS, it is the purpose of Clark County Department of Job & Family Services (hereinafter "DEPARTMENT") to promote safety, strengthen families, and empower people through the provision of direct services and through collaboration with and purchase of services from other community agencies;

WHEREAS, the powers and duties of the Department are, and shall be exercised and performed, under the control and direction of the BOCC;

WHEREAS, (hereinafter "CONTRACTOR") ;

WHEREAS, pursuant to a Request for Proposals, Contractor's proposal was recommended by the Proposal Review Team on and by the Department Director on .

NOW, THEREFORE, in consideration of the promises, mutual covenants, and obligations herein contained, and subject to the terms and conditions hereinafter stated, this contract is entered into by and between the BOCC, on behalf of the Department, and Contractor.

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Contractor" means .

"County" means the BOCC, 50 East Columbia Avenue, PO Box 2639, Springfield, Ohio 45501.

"Department" means Clark County Department of Job & Family Services (CCDJFS), 1345 Lagonda Avenue, PO Box 967A, Springfield, Ohio 45501-1037.

B. Purpose of Contract

The purpose of the contract is to state the covenants and conditions under which the Contractor will facilitate Job Readiness/Job Search Assistance Workshops for Clark County Ohio Works First (OWF) applicants and participants and individuals behind in child support payments (Seek Work) all of whom, will be referred by the Department.

C. Value and Terms of Contract

Contract Value: Expected budget is an amount not to exceed \$ per year, provided the Department receives sufficient allocations from the State.

Contract Terms: October 1, 2014 to September 30, 2016

County may, at its discretion, extend the contract for one additional year effective October 1, 2016 concluding no later than September 30, 2017, for a maximum additional amount of \$.

D. Award Information

CFDA Title and Number: TANF 93.558

Award Name: Temporary Assistance for Needy Families

TANF Purpose: To reduce the dependency of needy parents by promoting job preparation, work, and marriage

Name of Federal Agency: U.S. Department of Health and Human Services

Program Authorizing Legislation: Social Security Act, Title IV, Part A, as amended, Personal Responsibility and Work Opportunities Reconciliation Act of 1996, Public Law 104-193; Balanced Budget Act of 1997, Public Law 105-33.

E. Obligations of the Contractor

The Contractor agrees to operate a program, described in detail in Appendix I hereafter, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

The Contractor shall not perform in any way inconsistent with the terms of this contract except as approved, in writing, by the BOCC. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the BOCC.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The parties agree that reimbursement of all costs will be dependent upon Contractor performance in the delivery of services specified in the approved budget appearing as Submittal A attached. Payment shall be made by the Clark County Auditor upon proper presentation of request, when approved by the BOCC, the Department, and the Contractor. 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.

All requests for reimbursement must be itemized according to the budget line items specified in Submittal A of this contract. Contractor shall act in good faith and make reasonable efforts to maintain documentation supporting all contract expenses and to avoid exceeding the amounts listed in the budget line items. If necessary to accomplish the purpose of the contract, one or more of Contractor's expenses may exceed the amounts listed in the budget line items, provided that Contractor shall not exceed any line item by more than 10%. If Contractor determines that any such expense might exceed the budget line item by more than 10%, Contractor must obtain written approval from the Department prior to incurring the expense.

In no event shall the full contract value be exceeded unless authorized by an amendment to the contract. Payment for any expense submitted in violation of any of Contractor's obligations under this paragraph shall not be deemed a waiver of such obligations by the Department or the County. Contractor's failure to comply with any such obligation may result in the denial of the reimbursement request or recovery of the funds by the Department, County, State, and/or federal government.

The Contractor shall provide a monthly invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include . Contractor shall follow the Sample Invoice, included in this agreement as Appendix VII.

B. **Maximum Compensation**

The Contractor agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$ or (2) the amount of cash expenditures made by the Contractor for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$.

ARTICLE IV **ACCESS TO RECORDS**

In accordance with Ohio Administrative Code Rule 5101:9-9-21, at any time, during regular business hours, with reasonable notice and as often as the BOCC, the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the BOCC or the Department may deem necessary, Contractor shall make available to any or all of the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data

relating to all matters covered by this contract. The BOCC, the Department, and the above named parties shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies or electronic means of duplication and/or transcripts of any and all documents relating to all matters covered by this contract. The BOCC and the Department also reserve the right to inspect any and all documents relating to all matters covered by this contract either on the Contractor's premises, or if necessary on the premises of the BOCC or the Department. Contractor must maintain all required records applicable to this contract for a minimum of three years after an audit is conducted and all pending matters are closed. In addition, this requirement shall apply to all subcontracts relating to this contract. Prior to the destruction of records, the Contractor, or subcontractor through the Contractor, shall contact the Department to obtain written notification that records may be destroyed. Failure to comply with records retention policies may result in an audit finding for unsubstantiated and questioned contract activities and the Contractor shall assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Contractor.

ARTICLE V TIME OF PERFORMANCE

This contract shall become effective upon execution by the BOCC and the Department as of October 1, 2014. The services of the Contractor are to commence immediately and all costs allowable under the contract shall be incurred no later than September 30, 2016. County may, at its discretion, extend the contract for one additional year effective October 1, 2016 concluding no later than September 30, 2017.

ARTICLE VI BONDING AND INSURANCE

The Contractor shall present current certificates prior to commencement of this contract, and shall maintain during the term of this contract, the insurance and bonds specified 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 must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. ***To be added if professional liability or error and omissions insurance is applicable to the contract:*** Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

*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

Contractor's failure to maintain current insurance certificates at any time during the duration of the Contract shall be deemed a breach of the Contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Contractor and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Contractor until the Contractor presents current certificates. In the event that the Contractor fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

ARTICLE VII INDEMNIFICATION

A. The Contractor understands and agrees that it is an independent Contractor and agrees to indemnify and hold the County, Department, and State harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor.

B. The Contractor shall indemnify and hold the County, Department, and State harmless from liability of any and all claims, demands, or suits, actual or threatened, arising from incidents occurring at the Contractor's premises or while child(ren) are in the care and control of the Contractor, and from damages or payments, including, but not limited to, costs and expenses for attorney's fees.

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

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by the Contractor, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this contract except for reduction unrelated to the provisions or purposes herein stated. The Contractor shall certify that any costs incurred pursuant to the contract will not be included as a cost of any other federally financed program in either the current or a prior period. The federal funds disbursed as a result of this contract shall not be used as match to any other federal funding stream unless prior written approval is obtained by the Contractor from the Department.

ARTICLE IX CONFLICT OF INTEREST

The Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the BOCC, the Department, or projects or programs funded by the BOCC or the Department, has any personal financial interest, direct or indirect, in this contract. The Contractor further covenants that in the performance of this contract, no person having such conflicting interest shall knowingly be employed by the Contractor. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the Department.

ARTICLE X MODIFICATIONS

Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XI TERMINATIONS

A. Termination for the Convenience of the BOCC

The BOCC may terminate this contract when it is determined by the BOCC to be in its best interest to do so, by giving at least thirty (30) days advance notice, in writing, to the Contractor. The BOCC may, at its discretion, immediately terminate this contract if it determines, in good faith, that the purpose or performance of this contract would result in a violation of the Ohio Ethics Law and related statutes. The Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder

through the date of termination, except to the extent that such compensation would be prohibited by law, including, but not limited to Ohio Revised Code Section 2921.42(H).

B. Termination for the Convenience of the Contractor

The Contractor may terminate this contract at any time by giving at least thirty (30) days advance notice, in writing, to the BOCC and the Department. The Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

ARTICLE XII WAIVERS

The Department's or the County's failure to seek compensation or any other remedy for breach, or to insist upon strict performance of any covenant or condition of this contract shall not prevent the Department or the County from seeking compensation or insisting upon strict performance for a future breach of the same or another provision.

ARTICLE XIII SUBCONTRACTOR APPROVAL

Prior to the commencement of this contract, Contractor shall submit a written request to CCDJFS for approval of the use of any subcontractor who will perform work under this contract. The request must include the subcontractor's name, address, and phone number, and a statement of the work to be performed by that subcontractor. Contractor agrees not to permit any subcontractor to begin work under this contract, and that no substitutions will be made, without prior written approval. Contractor further agrees not to grant any unapproved subcontractor access to any CCDJFS or county facility, equipment, client, or client records.

With respect to any subcontractor and any other person or entity Contractor will use to do work under this contract, Contractor shall have an ongoing duty to notify CCDJFS of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. Contractor shall use good faith, reasonable efforts to resolve any such issues to CCDJFS's satisfaction. CCDJFS, in its sole discretion, may deny or revoke approval of any subcontractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for the County, including, but not limited to, liability under state or federal law.

Contractor's failure to comply with any of the obligations of this section shall be deemed a material breach of the contract. In the event of such breach, CCDJFS shall provide notice of the breach and may immediately withhold any further payments due and terminate the contract without liability for any such payments. In lieu of termination, CCDJFS may, at its option, choose to withhold any further payments due until Contractor complies with the obligations of this section. Nothing in this contract shall be construed as giving CCDJFS the right to direct or control the work of Contractor or its employees, agents, or subcontractors.

Contractor agrees to indemnify and hold the County harmless from liability for any costs or expenses arising out of Contractor's breach of this contract or a subcontract, or the acts or omissions of Contractor, its employees, agents, and subcontractors, including, but not limited to, any payments or damages resulting from any claim, demand, or suit against the County, whether actual or threatened.

ARTICLE XIV ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses legal authority to enter into this contract: a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the negotiation and execution of this contract, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of the Contractor to act in connection with this contract and to provide such additional information as may be required by the BOCC or the Department.
2. 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 the Department 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 the Department.
3. 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.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Clark County Concealed Carry Policy.
6. It is understood by the Contractor that availability of funds is contingent on appropriations made by the County, State and Federal government.
7. All reports, brochures, literature and pamphlets developed through this contract will acknowledge the services being offered through the Contractor's partnership with OhioMeansJobs Clark County.

8. 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 Contractor.
9. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
10. It will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
11. It will submit monthly Soft Services reports, due within 30 days of the end of each month, categorizing expenditures by type and numbers served. It will also submit on a timely basis any other reports required by the County or the State.
12. It will submit quarterly reports, as found in Appendix VI, due within 30 days of the end of each quarter, showing progress towards achieving the outcomes which are specified in Appendix I, attached. The due dates are January 30, 2015; April 30, 2015; July 30, 2015; and October 30, 2015. It will also submit on a timely basis any other reports required by the State.
13. No staff or volunteer shall be permitted to provide direct services under this agreement without passing a FBI and BCI background check, at the contractor's expense, which must be performed in accordance with Ohio Revised Code section 5153.11.
14. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy. If similar direct services to participants are provided from other resources, only those costs resulting from PRC-eligible participation will be reimbursed through this contract.
15. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure 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.
16. It will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, according to federal law.
17. In the hiring of employees for the performance of work under the contract or any subcontract, no Contractor or subcontractor, by reason 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, 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.

18. 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.
19. 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.
20. It agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this contract will be expended for sectarian worship, instruction, or proselytization. Any such activities conducted by the organization must be provided separately, in time and location, from the programs and services for which it receives federal TANF or state maintenance-of-effort funds. Contractor further agrees to provide participants with written notice of the right to alternative services. The notice is included in this contract as Appendix IV and must be signed by the participant or a parent/guardian if the participant is under the age of 18. Contractor shall maintain such notice in each participant's file in accordance with Article IV of this contract. If any participant objects to the religious character of the organization, the Contractor will immediately refer the individual to the Department for an alternative provider.
21. It understands that nothing contained in this section shall be construed to bar a religious corporation or society from limiting employment or giving preference to persons of the same religion or society, or from limiting employment for such positions as may relate to the promotion of the religious principles for which the religious corporation or society was established consistent with the Bona Fide Occupational Qualification exception recognized by law for religious corporations or societies.
22. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles 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.

23. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
24. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
25. Claims made to the Department for payment for services to eligible individuals do not duplicate claims made by the Contractor to other sources of public funds for the same service. The services being contracted for are not available on a non-reimbursable basis.
26. 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 this contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of contract, permitting the County to terminate the contract.
27. All fixed assets purchased with funds provided through this contract remain the property of the BOCC. Upon termination of the contract, the Contractor may be asked to return equipment and other fixed assets to the BOCC or the Department.
28. 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 Contractor 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.
29. 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 Contractor 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.
30. It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including,

but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-37-01.1. 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.

31. Services will not be provided through this 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.
32. By signing this contract, Contractor certifies that 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 chapter 102 and the related provisions of chapter 2921.
33. As a Partner in the WorkPlus Center, the Contractor agrees to remit the sum of up to \$XXXX as payment for occupancy and related costs of doing business in the WorkPlus Center. Contractor may make partial payments, with the first payment received no later than _____, and the final payment received no later than _____. *(For contracts with on-site partners.)*
34. 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.
35. 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 lands 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).
36. 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 Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this contract certifies its exclusion status and that of its principals.

Contractor shall immediately notify the County of any delinquent federal debt, and in the event of such delinquent debt, the Governmentwide commercial purchase card shall not be authorized as a method of payment under this contract. In the event that Contractor is placed on the excluded party list at any time, the County shall have the right to terminate this contract immediately without additional payment for any services rendered. Contractor shall reimburse the County for any loss, costs, or expenses resulting from Contractor's inclusion on the excluded parties list or Contractor's delinquent federal debt.

37. For purposes of chapter 145 of the Ohio Revised Code, if Contractor is an entity engaged in business and Contractor has five or more employees, any individual employed by Contractor who provides personal services to the County is not a public employee.

This contract includes the following appendices:

- Appendix I Statement of Work to be Performed
- Appendix II Affidavit in Compliance with ORC Section 3517.13
- Appendix III Personal Property Tax Statement
- Appendix IV Notice of Right to Request Another Worksite or Provider of Service
- Appendix V Soft Service Report
- Appendix VI Quarterly Report
- Appendix VII Sample Invoice
- Submittal A Submittals A1-A3 Budget

The abovementioned appendices and this contract instrument shall be considered as the binding document between parties herein mentioned.

This contract shall be effective as of October 1, 2014. However, no invoices will be paid until the contract is fully executed and funds have been reserved for payment of such invoices.

CLARK COUNTY DEPARTMENT
OF JOB & FAMILY SERVICES

David S. Dombrosky, Director

,

Date

Date

CLARK COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

BOARD OF CLARK
COUNTY COMMISSIONERS

By: _____
For D. Andrew Wilson

Nathan Kennedy, County Administrator

Date

Date

Resolution No. _____

APPENDIX I
STATEMENT OF WORK TO BE PERFORMED

To be completed based on successful bidder's proposal.

APPENDIX II
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: _____

Appendix III
BIDDER'S 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.

DATE

BIDDER

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

NOTARY PUBLIC

My commission expires _____, _____.

Appendix IV

Notice of Right to Request another Worksite or Provider of Services

Assistance Group Name	Case / Cat. / Seq.	Date Notice Given

Read all of this information before you sign your name. If you do not understand any part of this document, ask for help before signing. A copy of this information will be given to you for your records.

The County Department of Job and Family Services (CDJFS) has agreements with other agencies to provide services to families who may be receiving Prevention, Retention and Contingency (PRC) or act as worksites to families receiving Ohio Works First (OWF). Some of the services or worksites may be held at religious agencies, such as churches.

If you do not want to go to a religious agency for your services or as your worksite, tell your worker at the CDJFS. Your worker must provide you with another agency for your worksite or to provide services. Your caseworker will tell you how long it will take to find another agency.

If you do not understand this notice, contact your caseworker.

I received a copy of, and I have read, my Notice of Right to Request Another Worksite or Provider of Services, or it has been read to me, and I understand it.

Signature of Applicant or Authorized Representative	Date

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Appendix V
Soft Service Report

CLARK CO. DEPT. OF JOB AND FAMILY SERVICES PRC SOFT SERVICES REPORT

MONTH OF SERVICE _____

Name of Contractor & Program _____

Report Prepared By _____

Categories	Subcategories
A. Training, Employment and Career Advancement	1) Employment, Placement & Work Support Services
Estimated Expenditures	\$
Total # Served (Population)	Non-Custodial Parents: Adults (Employed): Adults (Unemployed):
	2) Education & Training
	\$
	3) Transportation
	\$
	Employed: Unemployed:
B. Youth Education & Support	1) Before/After School Programs
Estimated Expenditures	\$
Total # Served (Population)	Children/Youth:
	2) Family and Youth Intervention (Includes truancy prevention mentoring, tutoring, peer support, lice eradication, counseling)
	\$
	Adults: Children/Youth:
	Non Custodial Parents: Youth:
C. Child Welfare and Family Support	1) Family Preservation/Support Services
Estimated Expenses	\$
Total # Served (Population)	Adults: Children/Youth:
	2) Family Reunification Services
	\$
	Adults: Children/Youth:
	3) Kinship Care/Navigator
	\$
	Adults: Children/Youth:
	4) Visitation Centers/Mediation Services
	\$
	Adults: Children/Youth:
	5) Community Outreach
	N/A
D. Community Development	1) Community & Economic Development
Estimated Expenses	\$
Total # Served (Population)	N/A
	2) Employer Recruitment & Sustainment
	\$
	Adults: Employers:

CLARK CO. DEPT. OF JOB AND FAMILY SERVICES PRC SOFT SERVICES REPORT

MONTH OF SERVICE _____

Name of Contractor & Program _____

Report Prepared By _____

Categories

Subcategories

E. Help Me Grow	1) Welcome Home Visits For Newborns	2) Early Start	3) Early Intervention Services	4) Community Outreach
Estimated Expenditures	\$	\$	\$	\$
Total # Served Population	Adults: Children/Youth:	Adults: Children/Youth:	Adults: Children/Youth:	N/A

F. Out-of Wedlock Pregnancy Prevention	1) Family Planning Support Clinical and Follow-up Services	2) Education Outreach & Mentoring Services	3) Community Outreach
Estimated Expenses	\$	\$	\$
Total # Served Population	Adults: Youth (under 20):	Adults: Youth (under 20):	N/A

G. Domestic Violence	1) Shelter Services	2) Personal & Family Support Services	3) Community Outreach
Estimated Expenses	\$	\$	\$
Total # Served Population	Adults: Children/Youth:	Adults: Children/Youth:	N/A

H. Student Intervention Project	1) Afterschool Demonstration	3) Summer Demonstration	3) School Readiness Enrichment Demonstration
Estimated Expenditures	\$	\$	\$
Total # Served Population	Youth (under 20):	Youth (under 20):	Youth (under 20):

Appendix VI

CLARK CO. DEPARTMENT OF JOB AND FAMILY SERVICES QUARTERLY REPORT FOR CONTRACTED SERVICES

Provider (Contractor): _____

Reporting Period: _____ **Quarter**
through _____, _____

Project Name (if any): Job Readiness -- Computer Lab

Progress Toward Meeting Expected Outcomes

- 80% of E-OMJ 101 participants will demonstrate their knowledge of basic computer skills including, but not limited to, creating basic email accounts, navigating the internet, saving word documents and conducting online job search by increasing their pre-assessment score by 75%.
- 80% of job readiness participants will demonstrate their knowledge of budgeting and financial management by increasing their post-assessment score by 75%.
- 80% of participants will demonstrate improvement and understanding of employment soft-skills including but not limited to, change in attitude and workplace behaviors, interviewing skills, appropriate work attire, time management, organizational skills and arriving on time by increasing their post-assessment score by 75%.

Additional Reporting Data (Optional)

Name of Individual Preparing Report:

Position:

Phone number:

E-mail address:

Appendix VII

Sample Invoice

[illegible]

SUBMITTAL A Instructions BUDGET OVERVIEW AND WORKSHEETS

This section contains the Service Budget worksheets and instructions to assist in identifying, quantifying and estimating all allowable costs as they relate to proposed budget for each service being proposed for the contract period. A brief narrative also follows of generally acceptable service costs for formulating all applicable costs.

Worksheets should be completed in the following order as each worksheet contains information detailed in the preceding worksheet:

1. Submittal A1 - Staff Salary Expense Allocation Worksheet
2. Submittal A2 - Service Budget Cost Detail Worksheet
3. Submittal A3 - Service Budget Summary Worksheet

If submitting a proposal for more than one service, a separate set of Submittal A worksheets must be completed for each service. Each proposed service should be clearly identified on the worksheets and all applicable documents will require an original signature(s). Submittal A worksheets include Submittal A1, A2 & A3.

- Submittal A1 - Staff Salary Expense Allocation Worksheet
- Submittal A2 - Service Budget Cost Detail Worksheet
- Submittal A3 - Service Budget Summary Worksheet

INSTRUCTIONS for Budget Forms (Submittal A1, A2 & A3):

The service cost categories are as follows:

ADMINISTRATION: That portion of necessary and allowable costs associated with the overall management and administration of the service(s) being proposed and which are not directly related to the provision of services to social service clients.

Examples of these costs include:

- A. Evaluating service results against stated objectives.
- B. Performing administrative services including such services as general legal services, accounting services, auditing services, and managed purchasing, property, payroll and personnel.

- C. Costs for goods and services required for administration of the service, including such goods and services are rental or purchase of equipment, insurance, utilities, office supplies, postage, and rental and maintenance of office space.
- D. The costs of organizational-wide management functions associated with service.
- E. Travel costs incurred for official business in carrying out service management or administrative activities.

DIRECT SERVICE: The personnel and non-personnel costs directly related with providing proposed service.

SUPPORT SERVICE: The personnel and non-personnel costs indirectly related to providing the proposed service such as clerical staff or file clerk who maintains client records.

TOTAL SERVICE: This column should capture the sum of figures in the Administration, Direct, and Support Services columns for each line item.

Submittal A1- Staff Salary Expense Allocation Worksheet Instructions

Detail all staff positions that are included in the service being proposed. List the title of all positions in the first column and the complete the remaining columns as follows:

In **Column A** - Wages per Week, fill in the projected weekly wage associated with each position.

Calculate the total average weekly fringe benefits and place this figure in **Column B**.

Then add the amounts in Columns A and B and include the total in the Total Personnel Weekly Cost column, **Column C**.

Determine the number of weeks during the proposed service that each person will be assigned (104 is the maximum number of weeks [52 weeks per year times 2 years]); place the figure in the corresponding line in **Column D**.

Determine the percentage of time each person will be assigned to the proposed service and enter the percent for each assigned person in **Column E**.

Multiply the figures in Column C through E. for each line item to derive at the Total Project Cost. Place this figure on the appropriate line item in **Column F**.

Assign the percentages and totals of Project Costs in Column F to one of more columns in the “**Expense Category Allocation**” section of Submittal A1.

Fringe benefits may include social security, Medicare, retirement and pension, life and health insurance plans, workers compensation, and unemployment compensation. In allocating these costs to the expense classification categories of Administration, Direct Services and Support Services, please reference the Service Cost Categories detailed above.

In the program budget narrative **be sure** to list the components of the fringe benefits package associated with the project and how these cost were derived.

Submittal A2 - Service Budget Cost Detail Worksheet Instructions

The Service Budget Cost Detail Worksheet (Submittal A2) contains three separate columns for capturing budget information and assigning cost to the appropriate expense classifications. The cost categories are ***Administration, Direct Service and Support Service***. See the Service Cost Categories referenced above for cost category definitions and classification guidelines.

All proposed costs **must be** properly allocated to each cost category. All costs associated with the service(s) being proposed only and not the broader agency's budget should be included on the worksheet. The sum total of figures in the cost categories column on each line item must add up correctly and shown in the last column called ***Total Cost***.

For each item listed on the Budget Cost Detail Worksheet, please provide a narrative (brief explanation) of what is included in that item and how the cost was calculated (if necessary, use additional sheets).

Item A: Personnel Cost – Use figures from the completed “Staff Salary Expense Allocation Worksheet” (Submittal – A1).

Item B: Direct Services Cost – Detail the cost of all materials, supplies and consumables items to be used directly and indirectly in providing the service. Only those materials and supply costs necessary in providing the service are allowable. Direct charges should be based upon the actual price less cash discounts, trade discounts, rebates and allowances.

The cost of consultation fees (i.e., charges for the use of the external service business/agencies or persons not on the business/agency's payroll) are allowable to the extent they are necessary for the administration and management of functions related to providing contract services. Examples of such services include legal counseling, audit services and specialized consultation, payroll accounting. These costs are considered indirect costs and they may be included in the Administration or Support Services section of the worksheet. All relevant and service specific costs that are allowable should be estimated and included in the budget, when applicable, and placed in the appropriate column in section B on the worksheet.

Item C: Other Operating Cost – Costs incurred for direct and indirect expenses associated with a specific service. These costs may be for advertising, telephone calls or service, postage, printing, reproduction and messenger services; all costs should be estimated and detailed to the fullest extent possible and listed in section C.

Item D: Occupancy Cost – Include the projected costs for office and service site rental, and utility costs associated with the service being bid; all costs should be estimated and detailed to the fullest extent possible and listed in section D. In general, the cost for space rental is determined by the number of square feet used, multiplied by a rate, usually stated in the lease, per square foot.

Rental cost for space, in a privately or publicly owned building, is allowable if the charge does not exceed the cost of comparable space and facilities in the same locality. The rental charge should include the costs of service, maintenance, and depreciation on the building and depreciation of major renovations. The lease agreement must stipulate the extent of the leaser's responsibility for renovations. Major renovations, which add to the permanent value of the property or appreciably prolong its estimated useful life, when the cost is borne by the contract provider, must be depreciated.

Item E: Equipment Cost – Depreciable Equipment, reimbursement for capital equipment (an item or group of items costing \$300 or more) is available through depreciation charges. Computation depreciation is based upon the acquisition cost of the item excluding (1) any cost borne by the Federal Government through other Federal Grant Programs, and (2) any idle or excess equipment.

Adequate property records must be maintained and the straight-line method of computing depreciation must be used. When equipment is replaced the value received for the old equipment less the salvage and any unrealized depreciation charges are deducted from the acquisition cost of the new equipment. All costs should be estimated and detailed to the fullest extent possible and listed in section E.

Non-Depreciable Equipment – Small equipment necessary in providing contract Services may be expensed during the period in which it is purchased.

Rental Charges – The cost of leased/rental equipment is allowable, to the extent of its use for the service and its reasonableness as sound business policy.

Item F: Transportation Cost – Represents costs associated with transporting clients or using transportation as a part of the cost of providing a service. Some costs such as those associated with a Transportation Service are considered a direct service expense (i.e. driver's salary and fringe benefits, gas, oil, vehicle maintenance, insurance). All relevant and service specific costs that are deemed allowable should be estimated and included in the budget, as applicable, and placed in the appropriate column on the worksheet in section F. Only those materials, supply costs and consumable items that are necessary to provide the service are allowable. All direct charges should be based upon the actual price less any cash discounts, trade discounts, rebates and allowances.

Other costs may be necessary; some may be indirect such as legal counseling, audit services and specialized consultation, payroll accounting. These costs are indirect costs and they may be considered Administration or Support Services and may also be included in the appropriate section on the worksheet.

Item G: Housekeeping & Maintenance Cost – Represents costs incurred for necessary janitorial, maintenance, repair and general up-keep of the property which neither add to the permanent value of the property nor

appreciable prolong its estimated useful life but keep it in good working order. All costs should be estimated and detailed to the fullest extent possible and listed in section G.

Item H: Miscellaneous Cost – All expenditures should be estimated and fully detailed in the service budget narrative and included in section H. Allowable miscellaneous costs may include memberships and subscriptions, reference materials, and any other incidental costs required in the delivery of the service not previously specified.

Summing It All Up – Total the figures in all service budget cost category columns. Enter the resulting totals on the “Service Budget Grand Total” Line for the service being proposed.

Submittal A3 - Service Budget Summary Worksheet Instructions

The Service Budget Summary Worksheet (Submittal A3) must be completed in detail using the aggregate totals from the last column entitled “Total Cost” for each cost classification that appears on the Service Budget Cost Detail Worksheet (Submittal A2).

Make sure to total each expense classification as these amounts are needed to obtain the total of the proposed service budget on the “Total Service Budget” line. This figure must agree with the total appearing on the “Service Budget Grand Total” Line on Submittal A2.

Calculate the unit rate (if applicable) for each service based on generally accepted accounting and/or accounting standards to derive at the Unit Cost per Service. This is obtained by dividing the “Total Service Budget” by the “Potential Service Units.”

SUBMITTAL A

Available online at www.clarkdjfs.org/administration/contracts-and-rfps and on CD

SUBMITTAL B

Available online at www.clarkdjfs.org/administration/contracts-and-rfps and on CD

SUBMITTAL C

Available online at www.clarkdjfs.org/administration/contracts-and-rfps and on CD