



## **REQUEST FOR PROPOSALS**

Clark County Department of Job & Family Services (CCDJFS)  
Managed Network Services  
RFP #: 01-CY15

**Managed Network Services**  
January 1, 2015 to December 31, 2016  
\$170,000

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

**Deadline for Proposal Submission is October 23, 2014**  
**REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED**

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**CLARK COUNTY DEPARTMENT OF JOB & FAMILY SERVICES**  
**Network Services**  
**RFP# 01-CY15**

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

**1.1 Purpose**

The Board of Clark County Commissioners (Board) intends to award a contract to one provider (Contractor), 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 the CCDJFS will be referred to as the County.

The CCDJFS seeks to outsource the management of its Information Technology (I.T.) infrastructure and applications to an outside vendor. It is the desire of the CCDJFS to consolidate this management under one partnership agreement with a qualified firm or group to support the entire I.T. environment. This support includes:

- A. Network
- B. Internet
- C. Email
- D. Application Management
- E. Infrastructure Support
- F. Network Security
- G. Disaster Recovery
- H. On Site and Remote Client Service
- I. 24/7 System Monitoring and Response

**1.2 Project Problem Statement**

The CCDJFS has been without a Network Engineer for an extended period of time. Without the expertise of a Certified Network Engineer, the CCDJFS Network infrastructure is in need of modifications, updates, ongoing maintenance to maintain stability and to allow for expansion. The CCDJFS currently has a mixed Microsoft environment with aging hardware. The CCDJFS is currently utilizing Novell GroupWise as its email client and HP3Com has our voice over IP phone system.

**1.3 Background Statement**

The CCDJFS- Management Information Systems (MIS) unit is responsible for the day-to-day management of all agency computer operations. The CCDJFS currently has four (4) support staff that handle Help desk calls, as well as basic/intermediate hardware and software support. The CCDJFS has approximately 225 employees, 25 onsite partners, and 50 public computers. The agency has an Ohio Department of Job & Family Services (ODJFS) supported network as well as an internal CCDJFS supported network.

**1.4 Agency Philosophy and Services**

The CCDJFS mission statement is: To promote safety, strengthen families, and empower people.

The CCDJFS is considered a quadruple-combined agency consisting of: Family & Children Services, Child Support, Ohio Means Jobs, and BenefitsPlus.

Our Family & Children Services (FCS) division strives to protect our community's most vulnerable citizens: children and senior citizens. FCS investigates reports of child abuse, neglect, dependency and exploitation, and in partnership with other local agencies, we find solutions to ensure children and the elderly are in safe, supportive living environments.

Child Support Enforcement works with individuals and families to ensure children are supported. Many factors dictate the requirements necessary to establish and maintain support of children. Child Support Enforcement offers guidance and enforcement to ensure the well-being of children is achieved throughout our community.

OhioMeansJobs One-Stop Center helps job seekers find rewarding employment opportunities and employers find qualified employees.

As families work toward self-sufficient living, BenefitsPlus helps out with temporary cash assistance, food assistance, medical coverage, medical and job-related transportation and child care - essential factors in getting and keeping a job and supporting a family.

### **1.5 Project Summary**

The CCDJFS is requesting one vendor who is able to perform maintenance and general Information Technology (I.T.) management services onsite eight (8) hours per week during normal business hours to service demand. Services shall include, but are not limited to:

- A. Support for all servers located at the CCDJFS;
- B. Support for all network systems located at the CCDJFS;
- C. Scheduled maintenance to all the above including updates, backups and virus protection;
- D. New hardware/software/system installation;
- E. Server Migrations/Upgrades;
- F. Support for all printers and printer networks;
- G. Firewall configuration as needed;
- H. License and network documentation;
- I. Network security including spam and virus filtering;
- J. Provide expertise on behalf of CCDJFS for external vendors providing software/hardware solutions;
- K. Daily Remote Services;
  - I.T. service provider shall respond to requested maintenance and/or repair calls within two (2) hours when the requested maintenance and/or repair is one that can be completed from the service provider's remote site.
- L. 24/7 On-call Service
  - I.T. service provider shall ensure that all essential applications at the CCDJFS are supported 24/7. Service provider shall be onsite within two (2) hours of a service call when essential applications are negatively impacted.

### **1.6 Anticipated Procurement Timetable**

<b><u>Date</u></b>	<b><u>Event/Activity</u></b>
September 22, 2014	CCDJFS releases RFP to potential providers; Q&A period opens <ul style="list-style-type: none"><li>- RFP becomes active.</li><li>- Proposers may submit inquiries for RFP clarification.</li></ul>
September 25, 2014	Deadline for request to be added to notification list (4:00 p.m.)
September 29, 2014	Bidders' Conference for Proposers
October 1, 2014	Proposer Q&A Period Closes 9 a.m. (for inquiries for RFP clarification). <ul style="list-style-type: none"><li>- No further inquiries for RFP clarification will be accepted.</li></ul>
October 6, 2014	CCDJFS provides Final Proposer Question & Answer document.
October 23, 2014	<b>Deadline for Proposers to Submit Proposals to CCDJFS (4 p.m.).</b> <ul style="list-style-type: none"><li>- This is the proposal opening date, beginning of the CCDJFS process of proposal review.</li></ul>
November 5, 2014	Letter of intent to award contract issued by CCDJFS. <ul style="list-style-type: none"><li>- All applicants notified.</li></ul>
December 17, 2014	Contract submitted to County Commission for approval.
January 1, 2015	Service provision begins.

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.

### **1.7 Reporting Requirements**

*Two types of reporting are required:*

- A. Provide reports by the tenth (10th) of each month for services provided in the preceding month.  
The reports are:
  - A.1. Activity Report (Security Patch, Server Monitoring, Backup Monitoring, Device Monitoring)
  - A.2. Uptime Chart
  - A.3. Network Health
- B. Provide reports by the end of the week following the week in which services were provided. The reports must, minimally, contain the following:
  - B.1. Services performed while onsite
  - B.2. Project status/projections

### **1.8 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 1.6, Anticipated Procurement Timetable. To ask a question, providers must submit all questions in writing, via email or U.S. mail, to [Erin.Thomas-Brodine@ifs.ohio.gov](mailto:Erin.Thomas-Brodine@ifs.ohio.gov) prior to the closing time and date for the Question & Answer Period. All e-mailed questions must be titled "Managed

Network Services RFP- Request for Clarification" in the subject line. The County reserves the right to disregard any e-mails that are not properly titled in the subject line.

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 submitted after 9 a.m. on the date the Q&A period closes.

The County's 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 CCDJFS 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. The posted time frames for the County's responses to email questions for RFP clarification do not apply to PRRs. Potential providers 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, and so may not be useful information for providers who choose to respond to the RFP. If providers ask questions about existing or past contracts using the Q&A process, the County will use its discretion in deciding whether to provide answers. Interested providers should also refer to RFP Section 1.11, Contract Period and Funds Available, for related information.

There is an established time period for the Q&A process (see Section 1.6, 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 Erin Thomas-Brodine at [Erin.Thomas-Brodine@jfs.ohio.gov](mailto:Erin.Thomas-Brodine@jfs.ohio.gov) or by phone at 327-1852.

### **1.9 Bidders' Conference**

A bidders' conference has been scheduled for Monday, September 29, 2014 at 3:00 p.m. in the Reid Room at the CCDJFS campus, 1345 Lagonda Avenue, Springfield, Ohio. Please enter through Building A and you will be directed to the Reid Room. CCDJFS staff will be available to respond to questions regarding the requirements of the RFP. Questions asked at the conference and **final** responses will be included in the Q&A document.

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 1.10, 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.

### **1.10 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 1.8, Q&A Period, and Section 1.9, 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. If it becomes necessary to revise any part of this RFP, the CCDJFS will post those revisions, amendments, etc., to the website dedicated to this RFP or send revisions and amendments to providers who have previously requested information via U.S. mail;
5. Any Public Records Request (PRR) made through the CCDJFS;

6. Notification of any changes or announcements related to this RFP through the CCDJFS vendor notification list; and
7. Negotiations with the offeror who submits the proposal that the County determines is the most advantageous to the county in accordance with the RFP's selection procedures.

**\*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 CCDJFS may not specifically notify any provider of changes or announcements related to this RFP except through the website posting or U.S. mail when previously requested by the provider. 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 Erin Thomas-Brodine via email or U.S. mail at the following address, [Erin.Thomas-Brodine@jfs.ohio.gov](mailto:Erin.Thomas-Brodine@jfs.ohio.gov) or Clark County Job & Family Services, Attn: Erin Thomas-Brodine, 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 potential providers shall result in the disqualification of those potential providers' proposals and shall prohibit the County from entering into any contractual relationship for services requested through this RFP for the duration of the RFP period.**

### **1.11 Contract Period and Funds Available**

The anticipated contract period is from January 1, 2015 to December 31, 2015. County may, at its discretion, extend the contract for one additional year effective January 1, 2016 concluding no later than December 31, 2016.

This program will be funded at no more than \$85,000 per year and will be supported by Shared Administrative Funding. This RFP and all agency contracts are contingent on the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The providers will be notified at the earliest possible time. County is not required to compensate any provider for any expenses incurred as a result of the RFP process.

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

### **2.1 Demonstration of Experience**

The CCDJFS is seeking a provider whose employees assigned to this project possess the experience listed below.

Vendors must demonstrate that these minimum requirements are met:

- A. MCSE certification;
- B. Bachelor or higher level degree;

- C. Three (3), or more, years of experience performing in a senior administrator capacity with Microsoft Server 2003 / 2008 / 2012 in a mixed production environment (e.g. engineering, installation, administration, support, configuration, problem determination for software such as operating systems);
- D. Three (3), or more, years of experience with supporting - Active Directory 2003 / 2008 / 2012 (e.g. configuring, upgrading, problem determination, proactive maintenance );
- E. Three (3), or more, years of experience with managing Microsoft Internet Information Server (IIS)
- F. One (1), or more, years of experience Microsoft Application Center (e.g. installing, supporting, maintaining, tuning and configuration);
- G. Three (3), or more, years of experience with MS SQL Server 2005/2008/2012 (e.g. installing, maintaining, upgrading, configuring, problem determination);
- H. Two (2), or more, years of experience in system analysis to increase the availability and performance of complex multi-server Production and test environments (e.g. identifying issues, solutions and strategies);
- I. Two (2), or more, years of experience supporting Microsoft Virtual Server/Hyper-V in a production multi-tier multi-server environment (e.g. installing, maintaining, tuning, configuring).
- J. Five (5), or more, years of experience supporting Application and Web (internal and in the DMZ) servers (e.g. configuring, upgrading, problem determination, proactive maintenance);
- K. One (1), or more, years of experience using third party performance monitoring tools on a Windows platform (e.g. installation, administration, configuration for tools such as Systems Center Operations Manager, Nagios, ipMonitor);
- L. Two (2), or more, years of experience with Microsoft Terminal Server ( e.g. installing, supporting, configuring, problem determination);
- M. Three (3), or more, years of experience with Windows Server Update Services (WSUS) ( e.g. installing, supporting, configuring, problem determination);
- N. Two(2), or more, years of experience with VMware vSphere / ESX / Server / Workstation / ACE ( e.g. installing, supporting, configuring, problem determination);
- O. One (1), or more, years of experience with LDAP ( e.g. installing, supporting, configuring, problem determination)

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

#### **3.1 Scope of Work**

Proposals should demonstrate the following abilities:

- A. Review, participate in, and make recommendations for disaster recovery plans involving the Microsoft Operating System Software and Hardware environment and projects that utilize this platform;
- B. Create and/or assist in the creation of policies and procedures that will be sent through a formal clearance process;
- C. Support for all servers located at the CCDJFS;
  1. Evaluate, install, test, configure, maintain, tune, and troubleshoot software and hardware;

2. Monitor performance, develop reports, recommend adjustments and implement approved changes to provide customers high performing systems;
3. Develop estimates and project plans for the work being performed as part of these deliverables;
4. Develop technical documents for support processes (i.e. handbooks, document installation configurations, proposed resolutions, etc...);
5. Prepare monthly status reports for upper management as described in section 1.7.
6. Perform Server Migrations/Upgrades;
7. License and network documentation

D. Support for all network systems located at the CCDJFS;

1. Evaluate, install, test, configure, maintain, tune, and troubleshoot software and hardware;
2. Monitor performance, develop reports, recommend adjustments and implement approved changes to provide customers high performing systems;
3. Develop estimates and project plans for the work being performed as part of these deliverables;
4. Develop technical documents for support processes (i.e. handbooks, document installation configurations, proposed resolutions, etc...);
5. Prepare monthly status reports for upper management as described in section 1.7;
6. Firewall configuration as needed;
7. License and network documentation

E. Scheduled maintenance to all the above including updates, backups and virus protection;

F. New hardware/software/system installation;

G. Support for all printers and printer networks;

H. Network security including spam and virus filtering;

I. Provide network expertise on behalf of CCDJFS for external vendors providing software/hardware solutions

J. Daily Remote Services;

1. I.T. service provider shall respond to a requested maintenance and/or repair call within two (2) hours when the requested maintenance and/or repair is one that can be completed from the service provider's remote site

K. 24/7 On-call Service

1. I.T. service provider shall ensure that all dispatch, booking and other essential applications at the CCDJFS are supported 24/7. Service provider shall be onsite within two (2) hours of such a service call

L. Attend on site meetings when required by CCDJFS

### **3.2 Specification of Deliverables**

- A. Provide reports by the tenth (10th) of each month as defined in section 1.7 Reporting Requirements.
- B. Provide reports by the end of the week following the week in which services were provided as defined in section 1.7 Reporting Requirements.

- C. Be onsite for eight (8) hours per week. This can be scheduled in increments of four (4) hours. Normal schedule will be Monday-Friday with the option of Saturday to limit agency downtime.
- D. 95% of service calls via remote or onsite will be responded to within two (2) hours.
- E. Notify CCDJFS staff, via telephone, of critical network incidents within one hour of the critical network incident
- F. Provide Network Analysis, Diagram, and Documentation
- G. Upgrades/Updates will be applied timely
- H. Monitoring of CCDJFS network will be handled 24/7

### **3.3 Expected Outcomes**

- A. CCDJFS network infrastructure will be reliable, fast, flexible, and secure
- B. 99% Server up-time
- C. 95% of authorized Servers will be upgraded/migrated to new platform by the end of contract

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

- A. The CCDJFS will provide a space for Provider to utilize while onsite;
- B. The CCDJFS will work with Provider to provide secure remote access;
- C. The CCDJFS MIS staff will provide day-to-day support for end users including hardware, software, basic network troubleshooting;
- D. The CCDJFS will provide reasonable notice to Provider for meetings where Provider's presence will be required.
- E. The CCDJFS will assign a Project Manager to liaison with the selected provider for the duration of the project.

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

### **4.1 Limitations**

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

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, in whole or in part, to negotiate services and cost with proposers, and to cancel in part or in its entirety this RFP. 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. 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, raising a serious question concerning safety or the provider's competence, reliability, or responsibility.

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 or issues arise during negotiations that prevent County from contracting 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 if two or more providers' proposals are considered responsive and receive substantially equal scoring through the agency's 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 CCDJFS 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 standard requirements of insurance for providers who hold contracts with Clark County are found in Section X, Article VI. Providers must provide, in their proposals, assurances that the minimum insurance requirements will be met.

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 is signed. Provider 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 contract entered into pursuant to this RFP.

#### **4.5 Contractual Requirements**

The provider whose proposal is selected will be required to agree to the terms of the Contract included in the RFP as Section X. 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 contract's statement of work by the County during negotiations 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 will 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.

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 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.

### **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: Erin Thomas-Brodine  
1345 Lagonda Avenue, Building C- 4<sup>th</sup> Floor  
Springfield, Ohio 45503.

**OR**

2. **One electronic version (Microsoft Word document) may be emailed to [Erin.Thomas-Brodine@jfs.ohio.gov](mailto:Erin.Thomas-Brodine@jfs.ohio.gov) 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: Erin Thomas-Brodine  
1345 Lagonda Avenue, Building C- 4<sup>th</sup> 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 October 23, 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 that do not adhere to these formatting requirements may be considered non-responsive. 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 the organization has been in business; type of services provided; 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 & MANAGEMENT (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?

### **Scope of Work/Solution/Project Narrative**

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

### **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.
3. 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.

### **Deliverables**

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

## **SECTION C – SECURITY & THIRD PARTY RELATIONSHIPS (20 points)**

1. Describe your strategy for securing your client's data. Include your company's policies as well as any security certificates that you possess. Explain how you will insure that the security clearances required for CCDJFS are adhered to.
2. Describe how you would maintain confidentiality in strict conformance with HIPPA and other confidentiality laws & regulations.
3. Please include a list of team members and their credentials for your organization for the entire life-cycle of the relationship. Include the procedure for evaluating and replacing staff, if requested.
4. Please include a list of established relationships with third party contractors, including Microsoft, Dell, and HP. Include your certification or partner level, if appropriate, and experiences in working with these contractors.

#### **SECTION D – SERVICE & DOCUMENTATION (25 points)**

1. Describe service levels you will provide to the CCDJFS. Note that penalties will be assessed for not meeting service level response times identified. Describe your work order/trouble ticket system.
2. Describe availability of key staff during normal business hours.
3. Describe how staff is available 24/7.
4. Provide your guaranteed response time for issues dependent upon severity and time of day.
5. Provide your average response time for after-hours issues.
6. Describe your philosophy/strategy for scheduled down times for routine maintenance.
7. Describe your communication strategy for keeping the CCDJFS informed of system conditions and changes.
8. Describe your plans for disaster recovery.
9. Describe how your on-site support representative would work and describe any special requirements that would need to be filled by the CCDJFS.
10. Describe how major upgrades would be applied and what upgrades would require additional fees.
11. Describe your monitoring tools and strategies to monitor and ensure the stability of the computing environment in the CCDJFS.
12. Describe how you would document and record maintenance, installation, performance, and changes to the system.
13. Describe the documentation that you would make available to the CCDJFS at the end of the contract period.
14. Identify the potential risks and problems which, in your experience, occur on projects of this type. Identify the 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 how the employees assigned to work on this project meet the minimum experience requirements detailed in Section 2.1.
2. 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. How extensive is the applicable education and experience of the assigned personnel?
  - b. Do the individuals assigned to the project have experience in the Installation, Support, Configuration, Administration of a Multi-Microsoft Server environment?

- c. Do the individuals assigned to the project have experience in performing System Analysis?
- d. Do the individuals assigned to the project have experience in the Installation, Support, Configuration, Administration of a Microsoft SQL Server?
- e. Do the individuals assigned to the project have experience in the Installation, Support, Configuration, Administration of a Mixed Virtual Server environment?
- f. Do the individuals assigned to the project have experience in the Installation, Support, Configuration, Administration of a Multi-Application/Web Servers?
- g. Does the Provider have demonstrated experience in completing similar projects on time and within budget?

## **Personnel**

- 1. All proposed key project personnel, including subcontractor staff, must be identified in the proposal. Resumes of all key project personnel are required. Bidders may redact personal contact information which is included on resumes for administrative use (i.e., home addresses, 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 Prime 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 prime 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 any Clark County government agency (including the Board of County commissioners and other appointing authorities (e.g. Courts, Sheriff, Prosecutor, etc.).

## **Contract Performance**

If a provider has had a contract terminated due to the provider's non-performance or poor performance during the past five years, whether proven or alleged, 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](http://www.whitehouse.gov/omb/circulars_a122_2004)
    - ii. For State, Local, and Indian Tribal Governments:  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004](http://www.whitehouse.gov/omb/circulars_a087_2004)
    - iii. For Educational Institutions:  
[http://www.whitehouse.gov/omb/circulars\\_a021\\_2004](http://www.whitehouse.gov/omb/circulars_a021_2004)

If there is a dispute regarding whether a certain item of cost is unallowable 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 contract with the provider that best demonstrates the ability to meet the 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), comprised of employees of the CCDJFS and/or other County staff or other representatives it may appoint. Providers should not assume that the review team members are familiar with any current or past work activities with 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.

In scoring the proposals, CCDJFS 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 1.6, 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)
  - 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.)?
6. Did the bidder’s cover letter make all assurances required?

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

The PRT will then score qualifying proposals not eliminated in Phase I by assessing how well the provider meets the requirements as specified in Section 5.2(B) through (F) of this RFP. Using pre-defined evaluation criteria for Phase II scoring, the PRT will read, review, discuss 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 1.10 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, shall not be awarded the contract.

### **6.3 Final Provider Recommendation**

The PRT will recommend to the Director of the 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 PROCEDURE**

### **7.1 Protests**

Any potential, or actual, provider may file a protest on any matter relating to the process of soliciting proposals. Such a protest must comply with the following guidelines:

1. Protests 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 protest shall be considered timely if received within the following periods:
  - a. A protest based on any alleged improprieties or events about which the protestor knew or could have reasonably discovered, prior to the deadline for receipt of proposals, shall be filed no later than the deadline for receipt of proposals.
  - b. If the protest relates to the PRT's or the Director's recommendation to award a contract or to reject any or all proposals, the protest shall be filed no later than 9 a.m. of the seventh (7<sup>th</sup>) calendar day after the issuance of the Letter of Intent to Award the contract or the Letter of Intent to Reject all proposals, whichever is applicable.
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 2 of this section.
4. All protests must be filed at the following location:

**David S. Dombrosky, Director**  
Clark County Department of Job & Family Services  
1345 Lagonda Avenue- Bld. C- 4<sup>th</sup> 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 Changes to the RFP**

Changes in this RFP of a material nature will be provided via the agency website or by mail (if requested in advance). 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*)

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

**Purpose:** Clark County Department 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)
<b>7. Print or type information on the provider representative/contact person <u>authorized to answer questions on the proposal/bid:</u></b> Provider Representative: Representative’s Title: Address: Phone #: Fax #: E-Mail:	
<b>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):</b> 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:**

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Signature

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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.

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DATE

---

BIDDER

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

---

NOTARY PUBLIC

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

**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 as 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 or 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 A1**

Available online at [www.clarkdifs.org/administration/contracts-and-rfps](http://www.clarkdifs.org/administration/contracts-and-rfps) and on CD

**SUBMITTAL A2**

Available online at [www.clarkdifs.org/administration/contracts-and-rfps](http://www.clarkdifs.org/administration/contracts-and-rfps) and on CD

**SUBMITTAL A3**

Available online at [www.clarkdifs.org/administration/contracts-and-rfps](http://www.clarkdifs.org/administration/contracts-and-rfps) and on CD

## **SECTION X. SAMPLE CONTRACT**

### **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 "CCDJFS") 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 CCDJFS 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 CCDJFS 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 CCDJFS, 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.

"CCDJFS" means Clark County Department of Job & Family Services, 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 provide the management of the CCDJFS Information Technology (I.T.) infrastructure and applications.

**C. Value and Terms of Contract**

Contract Value: Expected budget is an amount not to exceed \$85,000.00, provided the CCDJFS receives sufficient allocations from the State.

Contract Terms: January 1, 2015 to December 31, 2015

County may, at its discretion, extend the contract for one additional year effective January 1, 2016 concluding no later than December 31, 2016, for a maximum additional amount of \$85,000.00.

**D. Award Information**

CFDA Title and Number: TANF 93.558  
Award Name: Temporary Assistance for Needy Families  
TANF Purpose: Provide assistance to needy families so that children can be cared for in their own homes  
Name of Federal Agency: U.S. Department of Health and Human Services  
Program Authorizing Legislation: Social Security Act, Title IV, Part A, 42 U.S.C 601 et seq.

CFDA Title and Number: Title XX 93.667  
Award Name: Social Services Block Grant  
Name of Federal Agency: U.S. Department of Health and Human Services  
Program Authorizing Legislation: Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35; Jobs Training Bill, Public Law 98-8 and 473; Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203; Family Support Act of 1998, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 106-66, 42 U.S.C 1397 ET seq.

CFDA Title and Number: WIA Adult Program 17.258  
Award Name: Workforce Investment Act Adult Program  
Name of Federal Agency: U.S. Department of Labor  
Program Authorizing Legislation: Workforce Investment Act of 1998 (WIA), Title I, Part B, Section Chapter 5, Public Law 105-220, 20 U.S.C. 9201;

CFDA Title and Number: WIA Dislocated Worker Program 17.260  
Award Name: Workforce Investment Act Dislocated Worker Program  
Name of Federal Agency: U.S. Department of Labor  
Program Authorizing Legislation: Workforce Investment Act of 1998, Title I, Subtitle B, Chapter 5, Title I, Public Law 105-220, 20 U.S.C 9201; The American Recovery and Reinvestment Act of 2009, Title VIII, Public Law 111-5.

*When necessary for the support of children services and the care and placement of children, the Children's Services Levy will also be used to fund this contract*

E. Obligations of the Contractor

The Contractor agrees to operate a program, described in detail in Appendices II and III 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 Appendices II and III, attached, may not be made without prior approval of the BOCC.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED

Contractor shall perform the scope of work as outlined in the Request for Proposal RFP#01-CY15 and the Proposal, attached to this Contract as Appendices II and III, which are hereby incorporated into and made part of this Contract as though expressly rewritten herein. If any of the terms of the RFP or the Proposal conflict with this Contract, the terms of this Contract control. This Contract and the attached exhibits constitute the entire agreement between the parties and supersede any prior understanding among them. No representations, arrangements, understandings or agreements relating to the subject matter exist among the parties except as expressed in this Contract and the attached exhibits.

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 CCDJFS, and the Contractor. Payment shall be made on a unit cost, fee for service, reimbursement basis for hourly costs. The unit cost represents a true measure of the actual cost of providing the contracted number of units of service.

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. 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 CCDJFS 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 CCDJFS, County, State, and/or federal government.

The Contractor shall provide a monthly invoice to the CCDJFS, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the CCDJFS and shall include a description of the services provided and the dates they are provided. Contractor shall follow the Sample Invoice, included in this agreement as Appendix I.

B. Maximum Compensation

The Contractor agrees to accept as full payment for services rendered in a manner satisfactory to the CCDJFS, the less of the following: (1) The maximum amount of \$85,000.00 or (2) the amount of cash expenditures made by the Contractor for purposes of carrying out the services stated herein and/or the amount equal to the total number of units of service at \$ \_\_\_\_\_ per unit. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$85,000.00.

**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 CCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the BOCC or the CCDJFS 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 CCDJFS, 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 CCDJFS 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 CCDJFS. 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 CCDJFS 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 CCDJFS as of January 1, 2015. The services of the Contractor are to commence immediately and all costs allowable under the contract shall be incurred no later than December 31, 2015. County may, at its discretion, extend the contract for one additional year effective January 1, 2016 concluding no later than December 31, 2016.

## 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.

\*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, CCDJFS, 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, CCDJFS, 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, CCDJFS, and State for any damage to or loss of any County, CCDJFS, 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 CCDJFS.

## 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 CCDJFS, or projects or programs funded by the BOCC or the CCDJFS, 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 CCDJFS.

## 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 CCDJFS. 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 CCDJFS' 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 CCDJFS 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 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 contract terms and deliverables. Contractor will be required to develop a plan, approved by the CCDJFS, to correct noncompliance issues within a term defined by the CCDJFS.

#### **ARTICLE XV 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 CCDJFS.
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 CCDJFS 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 CCDJFS.

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 CCDJFS and its role as the funding source for activities and programs of the Contractor.
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 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.
11. For any persons employed through this contract, FBI and BCI background checks shall not include convictions of any felonies listed in the Ohio Revised Code that restrict such employees from employment with CCDJFS, unless a case-by-case waiver is granted by CCDJFS. In addition, anyone who is involved in or convicted of any such felony after the FBI and BCI background checks are conducted will be removed from the program.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
18. 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.
19. Claims made to the CCDJFS 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.
20. 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.*
21. 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 CCDJFS.
22. 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 Sections 5101:1-1-03 and 5160:1-1-01.1. 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.

23. 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.
24. 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.
25. 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).
26. 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.
27. 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.

Clark County Department of Job & Family Services  
Request for Proposals (RFP)  
Managed Network Services

This contract includes the following appendices:

Appendix I    Sample Invoice

Appendix II    Request for Proposal (RFP) #01-CY15

Appendix III    Contractor's RFP Response

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 January 1, 2015. 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

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David S. Dombrosky, Director

---

Date

CLARK COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

By: \_\_\_\_\_  
For D. Andrew Wilson

---

Date

BOARD OF CLARK  
COUNTY COMMISSIONERS

---

Nathan Kennedy, County Administrator

---

Date

Resolution No. \_\_\_\_\_

Clark County Department of Job & Family Services  
Request for Proposals (RFP)  
Managed Network Services

**APPENDIX I**  
**SAMPLE INVOICE**



**INVOICE**

**Your Company Name and Title**

Street Address  
Any town, OH zip code  
Phone 937-XXX-XXXX Fax 937-XXX-XXXX

**Invoice#:** CONTRACT-FY-MONTH  
**Invoice Date:** 15-Jan-14  
**Dates of Service:** 12/1

**Bill To:**

Clark County Department of Job and Family Services  
c/o Nikki Weber  
1345 Lagonda Ave  
Springfield, Ohio 45503

<b># of Units</b>	<b>Classification of Expenses</b>	<b>Unit Cost</b>	<b>Monthly Total</b>	<b>Year-to-Date TOTAL</b>	<b>Contract Balance</b>
24	<b>Onsite Regular Hours</b> (# of Hours multiplied by \$/unit = total)	50.00	1200.00	\$1200.00	<b>85,000.00</b>
3	<b>Onsite Emergency Hours</b>	75.00	225.00	225.00	
	<b>Totals:</b>		<b>\$1425.00</b>	<b>\$1425.00</b>	<b>\$ 83,575.00</b>
	<b>Reimbursement Amount:</b>		<b>\$ 1425.00</b>		

I certify that all transactions reported have been made in compliance with federal, state, and local regulations, statutes, and in accordance with approved contract.

Signature	_____	Typed Name	_____
Date	_____	Telephone	_____
If you have any questions concerning this invoice, contact Nikki Weber, 327-1726, <a href="mailto:nweber@clarkdjfs.org">nweber@clarkdjfs.org</a>			_____

Clark County Department of Job & Family Services

Request for Proposals (RFP)

Managed Network Services

**APPENDIX II**  
**REQUEST FOR PROPOSAL RFP#01-CY15**

*The RFP will be attached here.*

**APPENDIX III**  
**CONTRACTOR'S RFP RESPONSE**

*The successful bidder's RFP response will be attached here.*

*Any negotiations that deviate from the RFP or the bidder's response will be stated here.*