

**March 5, 2015 Posting Date**

**Board of Clark County Commissioners, Department of Job & Family Services**

**Response Due Date: March 19, 2015 at 3:00 p.m.**

The Board of Clark County Commissioners ("County") is inviting price quotes for a postage machine lease. The Clark County Department of Job & Family Services will be administering the contract once executed by all parties. Interested parties are required to follow the procedures outlined below. The County, in its sole discretion, plans to award one contract to a qualified vendor after performing a cost comparison of the vendors. The County's decision to award a contract will be based upon a combination of the following factors: references, completeness of answers to requested information, price, and any other data the Board of Clark County Commissioners finds important to its determination. A sample contract is attached to this invitation for price quotes. There shall be no changes to the contract unless the County agrees to the changes. The County reserves the right to reject all price quotes.

**CONTRACT AWARD:** The contract will be awarded to the qualified vendor who is able to best meet the County's needs, as determined in the sole discretion of County. A potential vendor's failure to address all items in its price quote may result in the rejection of the price quote.

**EVALUATION:** Potential vendors will be evaluated based on:

1. Three business references. Please see "Business Reference" section.
2. Completely filling out all required information.
3. Price
4. Demonstration of Experience

**BUSINESS REFERENCES:** Interested vendors shall submit with their price quote, a list of at least three (3) companies and/or organizations with which they have had recent (within two [2] years) postage machine service contracts. The contracts must have been held the entire term of the Contract and in good standing. This list shall include the name and phone number of a contact person who will be familiar with the vendor's job performance. These references should show a combined minimum of 5 years of experience. The County may verify the vendor's experience based upon the list of business references submitted and any other sources which the County deems appropriate.

**DEMONSTRATION OF EXPERIENCE:** All interested vendors shall submit with their price quote, samples of their past experience. The provider's previous experience in delivering similar or related services should be demonstrated. If applicable, the provider should include descriptions and/or samples of up to three similar projects completed in the past five years that demonstrate appropriate experience. Additionally, the provider should provide names and contact information for up to three entities for which they have performed similar large scale projects in the past five (5) years equivalent to the scope of work requested.

**HOW TO SUBMIT A PRICE QUOTE:** After reviewing the attached contract, print a copy of the response sheet listed before the contract section. Completely fill in all sections of the response sheets attached. Prices supplied by the vendor are to be an all-inclusive rate to perform all aspects of the contract below. Return to the Clark County Department of Job & Family Services, Attention Ashley Clericus, 1345 Lagonda Avenue, Springfield, Ohio 45503 on or before 3:00 p.m. on March 19, 2015. Price quotes are to be clearly marked on the outside of the envelope in the lower left hand corner as follows: "Postage Machine". Name and address of vendor submitting price quote shall also appear on the outside of the envelope.

(The rest of this page is left intentionally blank.)

RESPONSE SHEET

NAME OF VENDOR:

VENDOR'S FEDERAL TAX ID NUMBER:

CONTACT INFORMATION (include address, email address, and phone):

THREE PROFESSIONAL REFERENCES (include address, email address and phone):

1.

2.

3.

PRICES (please provide an all-inclusive price per unit for each service type listed to perform all functions of the County contract listed in this invitation for price quotes. Your price quote will be based on the total sum of the per month price.)

Item	Type of Service	Price Per Unit
1	Digital mailing system/Postage meter with estimated volume of 11,000 pieces per month and additionally can provide the following:	
A	Automatic feeding, sealing, and postage printing	
B	Integrated weighing options	
C	Ability to handle various size/thickness envelopes	
D	Up to 100 letters per minute	
E	Auto Dating	
F	Password Security	
G	Multi Account Funds	
H	Custom printing of messages	
I	Ability to print postage tape for larger packages	
J	Postage payment options such as prepay for postage, postage advance.	
K	Monthly reports showing account/volume/postage consumed	
	Quotes should clearly indicate which of the above abilities are included and any additional costs for these functions.	
	Specify if supplies utilized in using machine are included. Also, are supplies proprietary?	

THE FOLLOWING THREE PAGES ARE PART OF THE VENDOR'S RESPONSE SHEET

**Non-Collusion Affidavit**

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

SS:

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

\_\_\_\_\_, being first duly sworn, deposes

(NAME)

and says that he/she is \_\_\_\_\_ for

(POSITION)

\_\_\_\_\_, the party making the fore-

(COMPANY NAME)

going quote, that such quote is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Clark County Commissioners or any person interested in the proposed contract; and that all statements in said quote are true.

\_\_\_\_\_  
**AFFIANT**

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

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

**Bidder's Personal Property Tax Statement**

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

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

ss:

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

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

**(COMPLETE APPLICABLE STATEMENT)**

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

OR

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

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

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DATE

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BIDDER

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

---

NOTARY PUBLIC

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

**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: \_\_\_\_\_

## SAMPLE CONTRACT

### RECITALS;

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

It is the purpose of Clark County Department of Job & Family Services ("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;

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

("Contractor") ;

The BOCC, CCDJFS, and Contractor may be referred to collectively as the "Parties" throughout this contract and proceeding documents.

Pursuant to a Request for Quotes, Contractor's quote was recommended on \_\_\_\_\_ and by the CCDJFS Director on \_\_\_\_\_.

Intending to enter into this contract, the Parties therefore, hereby agree as follows:

### 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.

#### B. Purpose of Contract

The purpose of the contract is to state the covenants and conditions under which the Contractor will provide postage machine services.

#### C. Value and Terms of Contract

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

Contract Terms: to

D. Award Information

This contract will be funded with Shared Administrative Dollars.

E. Obligations of the Contractor

The Contractor agrees to provide postage machine services, 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 Quotes the Vendor's Response Sheet, 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 Quote or Vendor's Response Sheet 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 direct cost reimbursement basis. CCDJFS recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures.

Contractor shall act in good faith and make reasonable efforts to maintain documentation supporting all contract expenses and to avoid exceeding the amounts listed in the budget line items. If necessary to accomplish the purpose of the contract, one or more of Contractor's expenses may exceed the amounts listed in the budget line items, provided that Contractor shall not exceed any line item by more than 10%. If Contractor determines that any such expense might exceed the budget line item by more than 10%, Contractor must obtain written approval from the CCDJFS prior to incurring the expense. **In no event shall the full contract value be exceeded unless authorized by an amendment to the contract.** Payment for any expense submitted in violation of any of Contractor's obligations

under this paragraph shall not be deemed a waiver of such obligations by the 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 statement of services provided. Contractor shall follow the Sample Invoice, included in this agreement as Appendix I. The BOCC and the Contractor agree that if any invoice is not received by the CCDJFS within the 30-day deadline, a credit shall apply toward that invoice as follows, unless waived by the BOCC in writing:

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

Any credit applied toward an invoice in accordance with these terms shall count toward the remaining contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of the contract period. In the event that Contractor fails to submit the final invoice within 60 days, a credit shall apply toward the final invoice in the amount of 100% of the final invoice. The Contractor agrees that said credits represent liquidated damages and are not a penalty. The Contractor acknowledges and agrees that these percentages are a genuine estimate of the County's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

#### 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 \$\_\_\_\_\_ or (2) the amount of cash expenditures made by the Contractor for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$\_\_\_\_\_.

#### ARTICLE IV ACCESS TO RECORDS

In accordance with Ohio Administrative Code Rule 5101:9-9-21, at any time, during regular business hours, with reasonable notice and as often as the BOCC, the 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 \_\_\_\_\_. The services of the Contractor are to commence immediately and all costs allowable under the contract shall be incurred no later than \_\_\_\_\_.

#### 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 SEVERABILITY

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

## ARTICLE XII 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 XIII 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 XIV SUBCONTRACTING

Subcontracting is not permitted under this contract.

## ARTICLE XV 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 XVI 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. 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.
8. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. 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.
10. 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.
11. 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, sexual orientation, 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.
12. 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, sexual orientation, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
13. 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.
14. 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.
15. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

16. 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.
17. 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.
18. It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 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.
19. 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.
20. 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 Government wide 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.
21. For purposes of chapter 145 of the Ohio Revised Code, if Contractor is an entity engaged in business and Contractor has five or more employees, any individual employed by Contractor who provides personal services to the County is not a public employee.

This contract includes the following appendices:

Appendix I      Sample Invoice

Appendix II      Request for Quote (RFQ) #

Appendix III      Contractor's(Vendor's) Response Sheet

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 \_\_\_\_\_. However, no invoices will be paid until the contract is fully executed and funds have been reserved for payment of such invoices.

CLARK COUNTY DEPARTMENT  
OF JOB & FAMILY SERVICES

---

David S. Dombrosky, Director

---

Date

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. \_\_\_\_\_

**Appendix I**  
**Sample Invoice**

		<b>INVOICE</b>																																
<b>Your Company Name and Title</b>																																		
Street Address Any town, OH zip code Phone 937-XXX-XXXX Fax 937-XXX-XXXX		<b>Invoice#:</b> CO# XXX CY14 <b>Invoice Date:</b> <b>Dates of Service:</b> February, 2015																																
<b>Bill To:</b> Clark County Department of Job and Family Services c/o Nikki Weber 1345 Lagonda Ave Springfield, Ohio 45503																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #d3d3d3; text-align: left; padding: 2px;">Classification of Expenses</th> <th style="background-color: #d3d3d3; text-align: left; padding: 2px;">Unit Cost</th> <th style="background-color: #d3d3d3; text-align: left; padding: 2px;">Monthly Total</th> <th style="background-color: #d3d3d3; text-align: left; padding: 2px;">Year-to-Date TOTAL</th> <th style="background-color: #d3d3d3; text-align: left; padding: 2px;">Contract Balance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 2px;"> </td> </tr> <tr> <td style="text-align: center; padding: 2px;"> </td> </tr> <tr> <td style="text-align: center; padding: 2px;"> </td> </tr> <tr> <td style="text-align: center; padding: 2px;"> </td> </tr> <tr> <td style="text-align: center; padding: 2px;"><b>Totals:</b></td> <td style="text-align: center; padding: 2px;"> </td> <td style="text-align: center; padding: 2px;"><b>\$0.00</b></td> <td style="text-align: center; padding: 2px;"><b>\$0.00</b></td> <td style="text-align: center; padding: 2px;"><b>\$0.00</b></td> </tr> </tbody> </table>					Classification of Expenses	Unit Cost	Monthly Total	Year-to-Date TOTAL	Contract Balance																					<b>Totals:</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
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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, nw.eber@clarkdjfs.org																																		
Internal Use Only																																		
Reviewed/Approved By: _____ Date: _____																																		

**Appendix II**  
**Request for Quotes RFQ#**

**Appendix III**  
**Contractor's (Vendor's) Response to RFQ#**