



REQUEST FOR PROPOSALS

Clark County Department of Job & Family Services (CCDJFS)

Workforce Development Employer Services Program
RFP #: 03-CY15

January 1, 2015 to December 31, 2016
\$190,000

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

Deadline for Proposal Submission is November 21, 2014
REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED

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**CLARK COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
Workforce Development Employer Services Program
RFP# 03-CY15**

SECTION I. GENERAL PURPOSE & CONTRACTOR INFORMATION

1.1 Purpose

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

The purpose of the RFP is to solicit a Contractor to develop a proactive Workforce Development Employer Services Program (WDESP) that works collaboratively with employers from each critical industry to identify new opportunities and leverage resources for the retention and creation of jobs and employer investment for Clark County. A major goal of this program is to promote OhioMeansJobs (OMJ) Clark County employer services to include, among others, employer recruitment services, development of wage and benefit surveys, assistance in organizing community job fairs and promoting collaboration and alignment among the multiple stakeholders for workforce preparation and development.

1.2 Project Problem Statement

Local area workforce development boards and partnering business service entities are responsible for supporting a system that is responsive to business engagement and employer services. A successful workforce system is heavily dependent on business involvement and how businesses relate to and perceive employer-first initiatives. The goal of this program is to create effective and efficient partnerships among workforce/economic development organizations, educational institutions, employers and community stakeholders to create a dynamic customer service-oriented approach where relationships are established, nurtured and continued to increase opportunities and economic stability for all businesses.

1.3 Background Statement

The connection between workforce development and multiple local stakeholders for workforce preparation and development has been the business model used in Clark County for the past seven years. Workforce Development is the primary concern of businesses when looking to relocate in any area and increasingly more important than some traditional Economic Development factors. Traditionally, public and private workforce development organizations operated in silos, with workforce/economic strategies focusing on targeting businesses and industries and workforce strategies focusing on human development. Previous efforts in Clark County have focused on connecting Workforce Development with community stakeholders, employers, city and county government agencies and educational institutions to spur local and regional innovation by developing strategies for business outreach, attraction, expansion and retention.

1.4 Agency Philosophy and Services

The mission of OhioMeansJobs/Clark County is to help people find & keep the right jobs and employers find & keep the right people.

1.5 **Project Summary**

Within the mission, the WDESP will include:

- Encouraging employers' use of the OMJ Clark County for recruitment support, business consulting, assistance for layoff aversions and layoff transition services
- Coordinating and preparing County Employer Wage and Benefit Survey
- Assisting with the organization and planning of county and regional job fairs
- Conducting labor market research to identify and quantify growing and emerging sectors and occupations in the region
- Providing services that support and complement the outreach and public relations administered by the OMJ Clark County
- Researching and analyzing the skills and competencies necessary to build a workforce for sector identified as a critical occupations cluster

1.6 **Target Population**

The WDESP will promote OMJ Clark County employer services to local businesses, work with Wittenberg University and area employers to create a county-wide wage and benefit survey and assist with other county and regional business outreach initiatives as determined by the CCDJFS.

1.7 **Anticipated Procurement Timetable**

<u>Date</u>	<u>Event/Activity</u>
October 30, 2014	CCDJFS releases RFP to potential Contractors; Q&A period opens <ul style="list-style-type: none"> - RFP becomes active. - Proposers may submit inquiries for RFP clarification.
November 3, 2014	Deadline for request to be added to notification list (4:00 p.m.)
November 6, 2014	Bidders' Conference for Proposers
November 10, 2014	Proposer Q&A Period Closes 9 a.m. (for inquiries for RFP clarification). <ul style="list-style-type: none"> - No further inquiries for RFP clarification will be accepted.
November 13, 2014	CCDJFS provides Final Proposer Question & Answer document.
November 21, 2014	Deadline for Proposers to Submit Proposals to CCDJFS (4 p.m.). <ul style="list-style-type: none"> - This is the proposal opening date, beginning of the CCDJFS process of proposal review.
December 3, 2014	Letter of intent to award contract issued by CCDJFS. <ul style="list-style-type: none"> - All applicants notified.
December 17, 2014	Contract submitted to County Commission for approval.
January 1, 2015	Service provision begins.

IMPORTANT: The 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 shall not be recovered from County.

1.8 Reporting Requirements

1. The WDESP integrates, coordinates and reports workforce development needs for current economic development projects; surveys employers in preparation and creation of county wage and benefit survey. Data and survey information will be entered into shared database system with reporting capabilities.
2. The WDESP generates and distributes monthly reports for the following:
 - a. Details of companies contacted including:
 - i. Name of the company
 - ii. Name of the person contacted
 - iii. Contact information such as phone number, address, e-mail address, etc.
 - iv. Date of contact
 - b. Logs activity accounting for time spent on workforce development projects
3. WDESP will report:
 - a. Bi-monthly to the OMJ Advisory Board on Employer Services committee projects/initiatives
 - b. Monthly on the number of employer referrals made to OMJ Clark County Workforce Development Division
 - c. Quarterly on the number of Rapid Response initial contacts
 - d. Quarterly on the completed workforce development projects/initiatives

Selected contractor reports for calendar year 2016 will be similar to the above reports and will be negotiated should a contract extension be granted.

1.9 Internet Question & Answer Period; RFP Clarification Opportunity

Providers may ask clarifying questions regarding this RFP via email or U.S Mail during the Q&A Period as outlined in Section 1.7, Anticipated Procurement Timetable. To ask a question, providers must submit all questions in writing, via email or U.S. mail, to Nicole Weber at Nicole.Weber@ifs.ohio.gov prior to the closing time and date for the Question & Answer Period. All e-mailed questions must be titled "WDESP 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 received after 9 a.m. on the date the Q&A period closes.

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 County 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. PRRs submitted in accordance with CCDJFS policy (available upon request) will be honored. The posted time frames for County responses to email questions for RFP clarification do not apply to PRRs. Potential providers who choose to rely on responses to PRRs 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, County will use its discretion in deciding whether to provide answers. Interested providers should also refer to RFP Section 1.12, Contract Period and Funds Available, for related information.

The CCDJFS Q&A document will only answer questions 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 Nicole Weber at Nicole.Weber@jfs.ohio.gov or by phone at 327-1726.

1.10 Bidders' Conference

A bidders' conference has been scheduled for November 6, 2014 at 10:00 a.m. in the Washington Room in Building C at the Clark County Department of Job & Family Services campus, 1345 Lagonda Avenue, Springfield, Ohio. CCDJFS staff will respond to questions regarding the requirements of the RFP. Questions asked at the conference and the **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 1.8, 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 and the CCDJFS vendor notification list, unless otherwise requested by the provider. It is the affirmative responsibility of interested proposers to be aware of and fully respond to all updated information posted on this web page or sent at the request of the provider via U.S. mail.

1.11 Communication Prohibitions

From the issuance date of this RFP until an actual contract is awarded to a provider, there may be no communications concerning the RFP between any provider that expects to submit a proposal and any employee of County, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the Contractor.

The only exceptions to this prohibition are as follows:

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

***Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested providers through the original web page established for the RFP. All interested providers must refer to that web page regularly for amendments or other announcements. The County may not specifically notify any provider of changes or announcements related to this RFP except through the website posting, the CCDJFS vendor notification list, 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 Nicole Weber via email or U.S. mail at the following address, Nicole.Weber@ifs.ohio.gov or Clark County Job & Family Services, Attn: Nicole Weber, 1345 Lagonda Avenue, Springfield, Ohio 45503.

County is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source not authorized for this RFP. **Any attempts at prohibited communications by potential providers shall result in the disqualification of those potential providers' proposals and shall prohibit the potential provider from entering into any contractual relationship with the County for services requested through this RFP for the duration of the RFP period.**

1.12 Contract Period and Funds Available

County is seeking to award one contract to be effective January 1, 2015 and to conclude no later than December 31, 2015. County may, at its discretion, extend the contract for one additional year effective January 1, 2016 and concluding no later than December 31, 2016.

This program will be funded at no more than \$95,000 per year and will be supported by the following funding sources: Workforce Investment Act Adult Program, CFDA 17.258 and Workforce Investment Act Dislocated Worker Program CFDA 17.260. Funding sources are contingent upon eligibility of the participants. 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. CONTRACTOR EXPERIENCE AND QUALIFICATIONS

2.1 Demonstration of Experience

The County is seeking a service provider who possesses the experience listed below.

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

1. Must have at least two (2) years of workforce development or economic development/business attraction, expansion and retention experience;
2. Must have demonstrated experience working with employers, elected officials, community stakeholders and educational institutions;
3. Must have worked in partnership with a range of professional and community-based agencies for a minimum of two-years;
4. Must have three (3) years of working with local and regional one-stop systems;
5. Must possess significant business interaction experience;
6. Must demonstrate outstanding communication and presentation skills;
7. Must be able to interact with corporate, government, and non-profit executives at the highest level with professionalism and salesmanship;
8. Must be results-oriented.

SECTION III. SCOPE OF WORK & SERVICES TO BE PROVIDED

3.1 Scope of Work

The WDESP has the following major areas of responsibilities.

1. OhioMeansJobs Clark County Duties, Marketing and Client Management

The WDESP must:

- Participate in Rapid Response efforts for companies within Clark County who will be laying off employees, especially when the layoffs represent a large number, a large percentage of employees, and/or the company is closing and/or relocating;
- Attend meetings of the OhioMeansJobs Clark County Advisory Board;
- Lead and manage the Employer Services sub-committee (ESC) of the OhioMeansJobs Clark County Advisory Board;
- Encourage employers to use the services of the OMJ Clark County including, but not limited to, posting of jobs on the statewide job-match portal www.ohiomeansjobs.com;
- Market workforce development incentives such as on-the-job training and incumbent worker training grants and share information with employers about the services available through the OMJ Clark County;
- Monitor relationships between employers and the OMJ Clark County to ensure employer satisfaction.

2. Employer Service Team Coordination

Existing companies provide 75% of the new jobs and investment in a given community and are the most important source for both economic development and new jobs for people (workforce development). The traditional way of reaching out to companies is through a “retention and expansion” (“R&E”) program, which uses paper and online surveys as well as in-person interviews to ask anywhere from 30-130 questions of a company executive and typically takes about two hours. The deliverables of such a program are intelligence and reports that help align training investment with the skill needs of the county’s/region’s high-growth industry sectors including manufacturing, health services, and professional services. The intelligence and reports assist in shaping policy and new programs/initiatives to help businesses as well as assist specific businesses with expansion/retention project(s).

The County is seeking a provider who can work collaboratively with employers from each critical industry to identify new opportunities and leverage resources to implement new programming while developing an outreach function to connect, communicate and inform stakeholders and to ensure the majority of companies contacted are taking advantage of the most popular money-saving and time-saving assistance and incentive programs.

3. Employer Recruitment and Placement Services

The WDESP provider will work with the OMJ Clark County Business Service Unit to help recruit and fill job vacancies by knowing the needs of businesses, which are communicated to the Business Service Unit team so appropriate preparation/screening and job seeker referral can be completed. The provider will connect local businesses to the OMJ Clark County by understanding the employer's workforce needs.

4. Liaison with Other Workforce Development Areas

The provider is expected to participate in organizations, including but not limited to, OhioMeansJobs-Clark County and its board meetings, the OhioMeansJobs Employer Services sub-committee, Springfield Human Resource Management Association, the OMJ Clark County Business Service Unit and, various agencies as defined by the County.

5. Additional duties as assigned

3.2 Specification of Deliverables

The WDESP will:

1. Ensure that OhioMeansJobs-Clark County is promoted on 200 referral calls per contract year;
2. Ensure that 500 businesses in Clark County will be reached within a twelve (12) month period through face-to-face meetings, phone calls, email and or by letter;
3. Ensure that at least 40 new employer referrals are made to the OMJ Clark County Business Service Unit per contract year;
4. Take a lead role in making referral calls to businesses looking to hire (among other things) and make referral calls on at least 200 businesses while promoting OMJ Clark County and County/Regional employer assistance/incentive programs;
5. Ensure that all workforce information requests are responded to within two (2) business days;
6. Track the number of employer job referrals forwarded to the OMJ Clark County recruiter;
7. Utilize multiple media sources (i.e., website, social media sites, print communication, e-mail communication, etc.) to promote the services available to employers through the OhioMeansJobs Clark County Job Center;
8. Enter 100% of business contacts into data-tracking system approved by the CCDJFS;
9. Attend at least 90% of the OhioMeansJobs board meetings;
10. Attend at least 90% of the OhioMeansJobs partner council meetings;
11. Attend quarterly Workforce Regional System quarterly meetings.

3.3 Expected Outcomes

1. WDESP ensures that fifty (50) businesses are contacted quarterly to market OhioMeansJobs services for a total of two-hundred (200) businesses per year;
2. WDESP ensures that at minimum of ten (10) new employer referrals are made quarterly to OMJ Clark County Business Service Unit for a total of forty (40) new employer referrals per contract year;
3. WDESP prepares and submits a comprehensive, detailed report quarterly containing completed work output relative to workforce development and business outreach activities;

4. WDESP coordinates and develops a comprehensive plan for the Wage and Benefit Survey to increase employer participation rate by 20%. The plan must be completed by the second quarter of 2015 with the survey scheduled for release by the third quarter of 2015.
5. Works jointly with the OMJ Clark County Business Service Unit to increase the number of on-the-job training (OJT) contracts from ninety-eight (98) to one hundred twenty-five (125) annually;
6. Works jointly with OMJ Clark County Business Service Unit to increase the number of employer job postings through OMJ Clark County by 15% or by 122 new postings annually;

3.4 Responsibilities of CCDJFS

1. OhioMeansJobs Clark County will notify the Provider when Rapid Response Services are needed;
2. CCDJFS Deputy Director of Workforce Development will assist the Provider with workforce development-related activities upon request;
3. The CCDJFS recruitment specialist will email weekly "Job Postings" to the Provider;
4. The CCDJFS fiscal department will reimburse the Provider for monthly expenses according to the terms of the contract;
5. The CCDJFS will allow the Provider access to an internal, automated, web-based customer tracking system.

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 received, 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 Proposal Cost

Costs incurred in the preparation of this proposal are to be borne by the provider and the County will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the provider and will not be County's responsibility.

4.3 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 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 contracts are signed. Providers shall have an ongoing duty to disclose any such circumstances that could foreseeably result in loss of coverage or denial of a claim during or after the duration of any contracts entered into pursuant to this RFP.

4.4 Contractual Requirements

The provider whose proposal is selected will be required to agree to the terms of the Contract included in this 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 negotiation of the final contract.

4.5 Contractor Assurances Form

As part of the submitted proposal, providers must include the attached Contractor Assurances Form (included in this RFP as Attachment A). Failure to complete and include this form as part of the proposal submitted to the County may result in the disqualification of the provider's proposal from consideration.

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 County may result in the disqualification of the provider's proposal from consideration.

4.7 Campaign Contribution Declaration

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

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 principal 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 submission of the electronically formatted version may be waived, at the discretion of the County, when requested in writing by the bidder at least twenty-four (24) hours prior to the submission deadline. The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

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

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

OR

2. **One electronic version (Microsoft Word document) may be emailed to Nicole.Weber@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: Nicole Weber
1345 Lagonda Avenue, Building C- 4th Floor
Springfield, Ohio 45503.

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

The providers' proposals must be submitted no later than 3:00 p.m. on November 21, 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 (unless the electronic version is waived by the County). 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 (unless the electronic version is waived by the County)) 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 legal 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.

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.

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

Table of Contents

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

Executive Summary

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

SECTION B – PROJECT UNDERSTANDING (25 points)

Provide the Following Information:

1. What do you understand to be the purpose and scope of this project? (Proposers must respond to this question in their own words.)
2. What are the pertinent issues and potential problems related to the project?
3. How will you contribute to meeting contract outcomes?

Scope of Work/Solution/Project Narrative

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

Deliverables

1. Describe your understanding of the deliverables in specific, and to the extent possible, measurable terms and explain how you intend to meet them. (Proposers must respond to this question in their own words.)

SECTION C – METHODOLOGY (20 points)

Methodology

1. Describe the methodologies you would use to carry out this project, and the reason for selecting this methodology. Detail all of the tasks associated with each of your selected methodologies.

Project Schedule

1. Provide a chart showing project activities that includes the achievement milestones upon which progress payment will be claimed and how they correspond to specific program elements and each deliverable.

Evaluation Plan

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

SECTION D - PROJECT MANAGEMENT (25 points)

Describe your project management approach including:

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

Project Control

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

Project Reporting

1. Describe the status reporting methodology you intend to use, including details of written and oral progress reporting.
2. Describe your contact points with the County including types of communications, and level of interface.

Risk Management

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

SECTION E – QUALIFICATIONS & EXPERIENCE (15 points)

Vendor Qualifications

1. Identify the qualifications that you bring to this project. Explain what differentiates your services from others in the market.
2. Please describe how you/your organization/company meet the requirements listed in Section 2.1- Demonstration of Experience.

Prior Experience

1. Describe the adequacy of staff, equipment, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this project.
 - a. Does the Provider have demonstrated experience in completing similar projects on time and within budget?
 - b. Do the individuals assigned to the project have experience on similar projects?
 - c. How extensive is the applicable education and experience of the assigned personnel?

Personnel

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

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.

SECTION F – PRICING (15 points)

Costs

1. Vendor must complete, sign, and submit Submittals A1- A3.
2. Provider must submit a detailed narrative, which demonstrates how costs are related and why they are necessary to the proposed program.
3. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
 - a. For the purposes of this RFP, “allowable” and “unallowable” program costs are itemized in the following:
 - i. For Non-Profit Organizations: http://www.whitehouse.gov/omb/circulars_a122_2004
 - ii. For State, Local, and Indian Tribal Governments: http://www.whitehouse.gov/omb/circulars_a087_2004
 - iii. For Educational Institutions: http://www.whitehouse.gov/omb/circulars_a021_2004

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

Estimated proposal prices are not acceptable.

Payment Schedule

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

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

County will contract with the provider that best demonstrates the ability to meet requirements as specified in this RFP. Providers submitting a response will be evaluated based on the capacity and experience demonstrated in their proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT). Providers should not assume that the review team members are familiar with any current or past work activities with the CCDJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

In scoring the proposals, the PRT will score in two phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I. Review. **Any “no” answer to the questions listed below will eliminate a proposal from further consideration.**

1. Was the proposal received by the deadline as specified in Sections 1.7, Anticipated Procurement Timetable, and 5.1, Proposal Submission Information?

2. Did the provider submit seven paper copies (one original and six copies) and one electronic copy of their proposal (unless the electronic submission was waived by the County)?
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.)?

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

The PRT will then score those qualifying proposals, not eliminated in Phase I. Review by assessing how well the provider meets the requirements as specified in Section 5.2 Sections B, C, D, E F, and Section 6.1 of this RFP. Using pre-defined evaluation criteria for Phase II scoring, the PRT will read, review, and discuss the proposals and reach consensus on the final score for each qualifying proposal.

6.2 Review Process Caveats

County 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.

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. The provider shall bear all costs of any scheduled interview.

Any provider deemed not responsible 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 the 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 alleged improprieties or events about which the protestor knew or could have reasonably discovered, prior to the closing date 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 and all proposals, the protest shall be filed no later than 9 a.m. of the seventh (7th) calendar day after the issuance of the Letter of Intent to Award the contract 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 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 Job & Family Services
1345 Lagonda Avenue- Bld. C- 4th Floor
Springfield, Ohio 45503

5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Board determines that a delay will severely disadvantage County. The provider(s) who would have been awarded the contract shall be notified of the receipt of the protest.

6. County shall issue written decision on all timely protests and shall notify any provider who filed an untimely protest as to whether or not the protest will be considered.

7.2 Changes to the RFP

Material changes to this RFP will be provided via the agency website and to vendors on the vendor notification list. Potential providers are responsible for obtaining any such changes without further notice by County.

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. Contractor Assurances Form *(To be completed and included in the proposal packet as specified in Section 4.5)*
- B. Campaign Contribution Declaration Form *(To be completed and included in proposal packet as specified in Section 4.6)*
- C. Personal Property Tax Statement *(To be completed and included in proposal packet as specified in Section 4.7)*

ATTACHMENT A
Contractor Assurances Form

Purpose: Clark County CCDJFS of Job & Family Services (CCDJFS) requires the following information on contractors 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 contractor. 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 contractor submitting the proposal or bid. Contractors 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 contractor. Contractors 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.

Contractors must provide all information

1. CCDJFS RFP #:	2. Proposal Due Date:
3. Contractor Name: (legal name of the contractor – person or organization – to whom contract/purchase payments would be made)	4. Contractor Federal Tax ID #: (this number MUST correspond with the name in Item #3)
5. Contractor Corporate Address:	6. Contractor Remittance Address: (or “same” if as same as Item #5)
7. Print or type information on the contractor representative/contact person <u>authorized to answer questions on the proposal/bid:</u> Contractor Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	
8. Print or type the name of the contractor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the contractor, 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): Contractor's Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	

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

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State of Ohio, or local Debarment List.
3. We included in our proposal a copy of our most recently completed financial audit confirming that we are fiscally solvent.
4. We have, or will have: all of the fiscal control and accounting procedures needed to ensure that contract funds will be used as required by law and contract.
5. We have additional funding sources and will not be solely dependent on any funds awarded through a contract as a result of this RFP.
6. We will meet all Contractual Requirements stated in Section 4.5 of this RFP.
7. **We will meet all applicable Federal, State and Local compliance requirements.** These include, but are not limited to:
 - Records accurately reflect actual performance.
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant, and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Meeting requirements of **Section 504 of the *Rehabilitation Act of 1973*.**
 - Meeting all applicable labor laws, including Child Labor Law standards.
 - Drug Free Workplace

We will not:

- Use contract funds to assist, promote or deter union organizing.
- Use contract funds in the construction, operation or maintenance of any part of a facility to be used for sectarian instruction or religious worship.

I hereby assure that all of the above are true:

Signature

Date

Name (printed)

Title

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

STATE OF OHIO

COUNTY OF _____ SS:

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

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

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

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

Signature: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT C
Personal Property Tax Statement

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

STATE OF _____)

ss:

COUNTY OF _____)

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

(COMPLETE APPLICABLE STATEMENT)

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

OR

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

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

DATE

BIDDER

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

NOTARY PUBLIC

My commission expires _____, _____.

SUBMITTAL A Instructions BUDGET OVERVIEW AND WORKSHEETS

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

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

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

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

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

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

The service cost categories are as follows:

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

Examples of these costs include:

- A. Evaluating service results against stated objectives.
- B. Performing administrative services including such services as general legal services, accounting services, auditing services, and managed purchasing, property, payroll and personnel.
- C. Costs for goods and services required for administration of the service, including such goods and services are rental or purchase of equipment, insurance, utilities, office supplies, postage, and rental and maintenance of office space.

- D. The costs of organizational-wide management functions associated with service.
- E. Travel costs incurred for official business in carrying out service management or administrative activities.

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

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

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

Submittal A1- Staff Salary Expense Allocation Worksheet Instructions

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

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

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

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

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

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

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

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

Fringe benefits may include social security, Medicare, retirement and pension, life and health insurance plans, workers compensation, and unemployment compensation. In allocating these costs to the expense

classification categories of Administration, Direct Services and Support Services, please reference the Service Cost Categories detailed above.

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

Submittal A2 - Service Budget Cost Detail Worksheet Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Item G: Housekeeping & Maintenance Cost – Represents costs incurred for necessary janitorial, maintenance, repair and general up-keep of the property which neither add to the permanent value of the property nor appreciable prolong its estimated useful life but keep it in good working order. All costs should be estimated and detailed to the fullest extent possible and listed in section G.

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

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

Submittal A3 - Service Budget Summary Worksheet Instructions

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

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

SUBMITTAL A1

Available online at www.clarkdjfs.org/administration/contracts-and-rfps and/or on CD or hard copy available from Nicole Weber at the CCDJFS office located at 1345 Lagonda Avenue- Building C, Springfield, Ohio 45503

SUBMITTAL A2

Available online at www.clarkdjfs.org/administration/contracts-and-rfps and/or on CD or hard copy available from Nicole Weber at the CCDJFS office located at 1345 Lagonda Avenue- Building C, Springfield, Ohio 45503

SUBMITTAL A3

Available online at www.clarkdjfs.org/administration/contracts-and-rfps and/or on CD or hard copy available from Nicole Weber at the CCDJFS office located at 1345 Lagonda Avenue- Building C, Springfield, Ohio 45503

SECTION X. 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 develop a proactive Workforce Development Employer Services Program (WDESP) that works collaboratively

with employers from each critical industry to identify new opportunities and leverage resources for the retention and creation of jobs and employer investment for Clark County.

C. Value and Terms of Contract

Contract Value: Expected budget is an amount not to exceed \$95,000.00, 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 \$95,000.00.

D. Award Information

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.

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#03-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 appendices 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 appendices.

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. County recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures.

All requests for reimbursement must be itemized according to the budget line items specified in Submittal A of this contract. Contractor shall act in good faith and make reasonable efforts to maintain documentation supporting all contract expenses and to avoid exceeding the amounts listed in the budget line items. If necessary to accomplish the purpose of the contract, one or more of the 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 any 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 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 \$95,000.00 or (2) the amount of cash expenditures made by the Contractor for purposes of carrying out the services stated therein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$95,000.00.

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 submit to the CCDJFS the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act. *(for Non-Profit Organizations Only)*

11. 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.
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 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.
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.
28. It shall keep records that are sufficient to permit the preparation of reports required by the Workforce Investment Act and shall maintain such records, including standardized records for all individual participants, and submit such reports as the State may require.
29. It will spend funds in accordance with the Workforce Investment Act regulations, written Department of Labor Guidance, written Ohio Department of Job and Family Services Guidance, and all other applicable Federal and State laws.
30. Veterans will be afforded employment and training activities authorized in the Workforce Investment Act, to the extent practicable.
31. It will comply with any grant procedures prescribed by the Department of Labor which are necessary to enter into contracts for the use of funds under WIA; including but not limited to the following:
 - General Administrative Requirements
 - 29 CFR part 97—Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
 - OMB Circular A-110 as applicable
 - 29 CFR part 96 (as amended by OMB Circular A-133)—Single Audit Act
 - OMB Circular A-87—Cost principles (as amended by the Act)
 - OMB Circular A-122 and A-22 as applicable
 - SF 424 B—Assurances for Nonconstruction Programs
 - 29 CFR part 31, 32—Nondiscrimination and Equal Opportunity Assurances (and Regulation)
 - CFR part 93—Certification Regarding Lobbying (and Regulation)
 - 29 CFR part 98—Drug Free Workplace and Debarment and suspension; Certifications (and Regulation)

This contract includes the following appendices:

- | | |
|--------------|-----------------------------------|
| Appendix I | Sample Invoice |
| Appendix II | Request for Proposal RFP #03-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

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**

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>CLARK COUNTY DEPARTMENT OF JOB & FAMILY SERVICES</p> </div> <div style="font-size: 2em; color: #4F81BD; font-weight: bold; letter-spacing: 5px;">INVOICE</div> </div>				
Your Company Name and Title				
Street Address		Invoice#: CO# XXX CY15		
Any town, OH zip code		Invoice Date: 02/28/15		
Phone 937-XXX-XXXX Fax 937-XXX-XXXX		Dates of Service: January, 2015		
Bill To:				
Clark County DJFS				
c/o Nikki Weber				
1345 Lagonda Ave				
Springfield, Ohio 45503				
Item	January Expenses	Contract Budget	YTD Expenses	Remaining Balance
Direct Service Costs				
Supportive Service Costs				
Administrative Costs				
Total Expenses	-	-	-	-
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	Typed Name	
Date		Telephone	Telephone	
If you have any questions concerning this invoice, contact Nikki Weber, 327-1726, nweber@clarkdjfs.org				
Internal Use Only				
Reviewed/Approved By:			Date:	

APPENDIX II
REQUEST FOR PROPOSAL RFP#03-CY15

The RFP will be attached here.

APPENDIX III
CONTRACTOR'S RFP RESPONSE

The successful provider's RFP response will be attached here.

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