



REQUEST FOR PROPOSALS

Clark County Department of Job & Family Services (CCDJFS)
Fatherhood Initiative Network Coordination & Implementation
RFP #: 06-CY14

Fatherhood Initiative

September 1, 2014 thru August 31, 2016
\$260,000

Offered by

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

Deadline for Proposal Submission is July 31, 2014
REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED

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CLARK COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
Fatherhood Initiative Coordination & Implementation
RFP# 06-CY14

SECTION I. GENERAL PURPOSE & SUB-GRANTEE INFORMATION

1.1 Purpose

The Board of Clark County Commissioners ("Board") intends to award a sub-grant agreement to one sub-grantee, as appropriate in the judgment of the Board, for its Department of Job and Family Services ("CCDJFS"). For the purposes of this RFP document, the Board and CCDJFS will sometimes be collectively referred to as "County."

The County releases this Request for Proposal to any qualified non-profit or faith-based community organization or government organization to coordinate the development and implementation of a network of partnership-based, innovative and effective fatherhood-specific programs on topics such as emotional accessibility, family support, and responsibility.

The Fatherhood Initiative network of program(s) to be coordinated and implemented by the sub-grantee selected under this Request for Proposal must demonstrate innovative and effective approaches to:

1) building the parenting skills of fathers, 2) providing employment-related services to low-income, non-custodial fathers, 3) preventing premature fatherhood, 4) providing services to fathers who are inmates in or have recently been released from imprisonment in a state/federal correctional or in any other detention facility, so that they are able to maintain or reestablish their relationships with their families, 5) reconciling fathers with their families, or 6) increasing public awareness of the critical role that fathers play.

1.2 Project Problem Statement

Research has shown that the engagement of fathers in the lives of their children increases a child's opportunity for success. The following statistics show just how critical a father's involvement in their children's life is in determining positive outcomes. "Young men who grow up in homes without fathers are twice as likely to end up in jail as those who come from traditional two-parent families" (Cynthia Harper of the University of Pennsylvania and Sara S. McLanahan of Princeton University cited in "Father Absence and Youth Incarceration." *Journal of Research on Adolescence* 14 (September 2004); 369-397.). 63% of youth suicides are from fatherless homes; 85% of all children that exhibit behavioral disorders come from fatherless homes; 71% of all high school dropouts come from fatherless homes; and 70% of juveniles in state-operated institutions come from fatherless homes (Source: *What Can the Federal Government Do To Decrease Crime and Revitalize Communities?* National Institute of Justice, 1998, page 11).

1.3 Background Statement

The CCDJFS works with fathers in a number of scenarios, including but not limited to: assisting fathers to ensure the safety, permanency and well-being of their children; providing supportive services to fathers to help them eliminate obstacles to gaining and maintaining employment and supporting themselves including temporary cash assistance, food, medical coverage, medical and job-related transportation and child care;

assisting fathers to get training to improve job skills and find employment; and, ensuring fathers provide/receive familial financial support as required.

However, it is incumbent upon the community of Clark County to seek and provide to fathers the necessary resources and supports to help them engage in their critical family role beyond the services available to them by the CCDJFS.

1.4 Agency Philosophy and Services

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

The CCDJFS embraces the philosophy that children develop and grow best in families and support this by keeping children close to their families whenever possible. The role of the father cannot be diminished in making this philosophy become a reality. Fathers are an integral part in reaching this goal.

The CCDJFS works collaboratively with community providers to offer an array of services aimed at strengthening family life so that children can be served at home or returned to their own homes as soon as their safety can be assured. Additionally, the CCDJFS partners to offer an array of services to find employment for those seeking employment.

1.5 Project Summary

The County seeks to fund one sub-grantee that will develop, implement, and coordinate a network of direct-service programs, consisting of more than one sub-contractor, which will create stronger relationships between fathers and their children. These programs must be designed to achieve specific, measurable outcomes. The network of direct-service programs must be in operation providing direct services to fathers within six months of the initiation of the sub-grant agreement (no later than March 1, 2015). The network of programs must ensure that direct-service programming is available to residents in all geographic areas of Clark County.

This project is being funded with TANF funds (CFDA 93.558) to achieve the following:

- Purpose #1- Assisting needy families so that children may be cared for in their own homes
- Purpose #2- Reduce the dependency of needy parents by promoting job preparation, work, and marriage
- Purpose #3- Preventing out-of-wedlock pregnancies
- Purpose #4- Encouraging and promoting the formation of two-parent families

The selected sub-grantee and/or its sub-contractors will be responsible for determining initial eligibility for participants in direct-service program services in accordance with Clark County's PRC plan (visit <http://www.clarkdjfs.org/benefitsplus/emergency.html> for the full PRC plan). The selected sub-grantee and/or its sub-contractors will be responsible for re-determining eligibility for participants annually in direct-service program services in accordance with Clark County's PRC plan. Additionally, the sub-grantee and all sub-contractors will be responsible for developing and maintaining case files for each participant in accordance with the PRC plan.

Some possible examples of measurable outcomes that potential programs may address include:

- Increased visitation between non-custodial fathers and their children;
- Improved self-esteem of both children and fathers as measured by a nationally recognized tool;
- Increased participation by both children and their fathers in community-based activities;
- Increased safety in the child's custodial home and in the father's home (if father is non-custodial);
- Improved grades (reading levels, math scores) for children enrolled in the program with their fathers;
- Enhanced skills which could lead toward employment for the fathers enrolled in the program;
- Improved or increased attendance at higher education (GED or other or work training programs);
- Improved child nutrition and health;
- Decreased involvement in substance and alcohol abuse/misuse;
- Decreased (as appropriate) involvement in the Child Welfare System;
- Addressed special issues faced by young men at risk of premature fatherhood;
- Decreased violence between children and fathers and fathers and their partners; and
- Increased use of non-violent conflict management techniques to solve family-specific problems.

It is not necessary for an applicant sub-grantee to develop a project to address any or all of the above, sample outcomes as a part of their Fatherhood Initiative proposal. However, the sub-grantee must specify at least five outcomes to be achieved through this initiative. The County encourages applicants to consider the development of a network of direct-service programs according to the most relevant outcome or outcomes that would address the needs of the target populations in Clark County.

Proposals must describe how the bidder will coordinate community mobilization efforts and ultimately select direct-service programs that serve residents in all geographic areas of Clark County to meet identified outcomes under the Fatherhood Initiative. The proposal must describe how the bidder will coordinate efforts to ensure Fatherhood Initiative direct-service programs will conduct pre- and post-assessments with the fathers or others enrolled in their programs with the goal of measuring project deliverables and outcomes for effectiveness. Pre-assessments will be conducted when participants begin the program, and post-assessments will be administered at the completion of the program. The funded sub-grantee will not be expected to track those participants who drop out during the program yet the number of dropouts must be reported.

1.6 Target Population

The target populations for the Fatherhood Initiative program to be served include fathers who reside in Clark County and are:

- Married fathers
- Unmarried fathers
- Non-Custodial fathers
- Young men at risk of becoming premature fathers

Proposals must identify the targeted population(s) the bidder believes would best be served by Fatherhood Initiative programs and explain why. The bidder must describe how the populations to be served will be engaged and retained. Proposals must also describe the bidder's experience and/or expertise with community mobilization, civic coordination, and the needs of fathers in Clark County.

Bidders must identify from the following list of characteristics of the fathers/men to be served by Fatherhood Initiative programs who should receive the highest priority for consideration and explain why:

1. Fathers who are coping with poverty and/or low income status;
2. Fathers of minor children who have not achieved a high school diploma or GED;
3. Fathers and/or young men who have a family history of single parenthood and/or violence;
4. Fathers who have a family history or current problem with substance abuse and misuse (including drugs and/or alcohol);
5. Fathers who are experiencing recent or long-term lack of employment;
6. Fathers who have limited interaction with their children;
7. Fathers who are attempting to reconnect or build strong relationships with their children;
8. Fathers who have a child with a disability, such as Serious Emotional Disturbances (SED);
9. Fathers who have immediate family involvement in the Child Welfare System;
10. Fathers who are transitioning out of the criminal justice system or have a partner transitioning out of the criminal justice system;
11. Fathers who are involved in gangs;
12. Fathers who are interested in improving, strengthening or developing a relationship with one or more of their children; **and/or**
13. Fathers who are veterans

While these populations are the focus of the program, please note that individuals cannot be excluded from participation in the Fatherhood Initiative services based on race, gender, age, disability, veteran's status, sexual orientation, or religion. Furthermore, the programs coordinated through the Fatherhood Initiative are voluntary for all program participants.

1.7 Anticipated Procurement Timetable

<u>Date</u>	<u>Event/Activity</u>
July 10, 2014	County releases RFP to potential Sub-grantees; Q&A period opens <ul style="list-style-type: none">- RFP becomes active.- Proposers may submit inquiries for RFP clarification.
July 14, 2014	Deadline for request to be added to notification list (4:00 p.m.)
July 16, 2014	Bidders' Conference for Proposers at 11:00 a.m.
July 18, 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.
July 21, 2014	CCDJFS provides Final Proposer Question & Answer document.

July 31, 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.
August 8, 2014	Letter of intent to award sub-grant agreement issued by CCDJFS. <ul style="list-style-type: none">- All applicants notified.
August 27, 2014	Sub-grant agreement submitted to County Commission for approval.
September 1, 2014	Service provision begins.

IMPORTANT:

County reserves the right to revise this schedule in the best interest of Clark County Department of Job & Family Services 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 sub-grant agreement. The letter of intent to award is not binding. Since the letter of intent to award is not binding, any costs incurred by the bidder prior to the Board's award may or may not be recovered from County within the sole discretion of the Board.

1.8 Reporting Requirements

The funded sub-grantee will report its community mobilization, network development, and program implementation work to the CCDJFS quarterly. Details should be given as to the number and the effort given to programs which may be developed, enhanced or receiving guidance. At a minimum these reports should include information about the engagement of fathers and other participants and successful outcomes. The specific number of reports, the data elements to be included, and the frequency of reports is at the discretion of the CCDJFS.

1.9 Internet Question & Answer Period; RFP Clarification Opportunity

Potential bidders 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, a bidder must submit all questions in writing, via email or U.S. mail to nweber@clarkdjfs.org or to the mailing address in Section 5.1 prior to the closing time and date for the Question & Answer Period. To ensure timely receipt of all questions, "Fatherhood Initiative RFP- Request for Clarification" must be written in the subject line of emailed questions and on the outside of the envelope of any mailed questions. The County reserves the right to disregard any e-mailed or mailed questions that are not properly titled.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential bidder must also include the name of a representative to contact, the company/organization name and business phone number. The County may, at its option, disregard any questions which do not appropriately reference a RFP provision or location, or which do not include identification for the originator of the question. If the County determines that a question cannot be resolved by reference to any section of the RFP, the County may, at its discretion, make necessary additions or changes to the RFP by addendum or amendment. The County will not respond to any questions received after 9 a.m. on the date the Q&A period closes.

The County responses to all questions asked via email or U.S. mail will be posted on the Internet website dedicated to this RFP or mailed (if requested by the potential bidder), for reference by all potential bidders. Potential bidders will not receive personalized or individual email responses. Clarifying questions asked and the 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. Sub-grantee proposals in response to this RFP are to take into account any information communicated by the County in the Final Q&A Document for the RFP.

If any additions or changes are made to this RFP as a result of the Q&A process, an addendum or amendment to the RFP will be posted on the Internet website dedicated to this RFP or mailed to the potential bidder (when requested in advance). It is the responsibility of all potential bidders 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 potential bidders for copies of previous RFPs, past proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 1.11, Communication Prohibitions will be honored. The posted time frames for the County responses to email questions for RFP clarification do not apply to PRRs. Potential bidders who choose to rely on responses to public records requests when preparing their proposals do so at their own risk.

Bidders 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 sub-grant agreement, NOT on details of any current or past related contracts or sub-grant agreements. Requirements under a current project may or may not be required by County under any future contract or sub-grant agreement, and so may not be useful information for bidders who choose to respond to the RFP. If potential bidders ask questions about existing or past contracts or sub-grant agreements using the Q&A process, the County will use its discretion in deciding whether to provide answers. Interested potential bidders should also refer to RFP Section 1.12, Agreement Period and Funds Available, for related information.

There is an established time period for the Q&A process (see Section 1.7, Anticipated Procurement Timetable, above). The CCDJFS Q&A document will only answer those questions submitted within the stated time frame for submission of potential bidder's questions, and which pertain to issues of RFP clarity, and which are not requests for public records. County is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

Should potential bidders experience technical difficulties accessing the CCDJFS website where the RFP and its related documents are published, they may contact Nikki Weber at nweber@clarkdifs.org or by phone at 327-1726.

1.10 Bidders' Conference

A bidders' conference has been scheduled for Wednesday, July 16, 2014 at 11:00 a.m. in the Clark Room in Building B at the Clark County Department of Job & Family Services campus, 1345 Lagonda Avenue, Springfield, Ohio. CCDJFS staff will respond to questions regarding the requirements of the RFP.

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

As noted in Section 1.11, Communication Prohibitions (below) of this RFP, County may not specifically notify any potential bidder of changes or announcements related to this RFP except through the website posting, unless otherwise requested by the potential bidder. 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 potential bidder via U.S. mail.

1.11 Communication Prohibitions

From the issuance date of this RFP until an actual sub-grant agreement is awarded to a sub-grantee, there may be no communications concerning the RFP between any potential bidder 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 sub-grantee.

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 bidder interview process initiated by County, which County deems necessary in order to make a final selection;
4. Potential bidders may request that the RFP and all posted RFP documents be sent via U.S. mail;
5. Any Public Records Request (PRR) made through CCDJFS; and
6. Notification of any changes or announcements related to this RFP through the CCDJFS vendor notification list.

***Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested potential bidders through the original web page established for the RFP. All interested potential bidders must refer to that web page regularly for amendments or other announcements. The County may not specifically notify any potential bidder of changes or announcements related to this RFP except as provided in Section 1.11. It is the affirmative responsibility of interested potential bidders 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 potential bidder. Potential bidders without access to the web page established for the RFP may request that amendments to the RFP or documents related to it be sent to them by contacting Nikki Weber via email or U.S. mail at the following address, nweber@clarkdjfs.org or Clark County Job & Family Services, Attn: Nikki Weber, 1345 Lagonda Avenue, Springfield, Ohio 45503.

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

1.12 Agreement Period and Funds Available

County is seeking to award a sub-grant agreement to be effective September 1, 2014, and to conclude no later than August 31, 2016.

This initiative will be funded utilizing Temporary Assistance for Needy Families (TANF), which is a federal funding source, under Code of Federal Domestic Assistance (CFDA) Number 93.558, for a total award of \$260,000. The following table indicates the funding schedule to be followed:

\$ 40,000	Sep. 1, 2014 – Aug. 31, 2015	Network development (Sub-grantee)
Up to \$5,000	Sep. 1, 2014—Aug. 31, 2015	Paid to the sub-grantee upon successfully meeting network development and implementation outcomes
\$ 55,000	Mar. 1, 2015 – Aug. 31, 2015	Program delivery (Sub-contractor)
\$ 40,000	Sep. 1, 2015 – Aug. 31, 2016	Network coordination (Sub-grantee)
Up to \$5,000	Sep. 1, 2015—Aug. 31, 2016	Paid to the sub-grantee upon successfully meeting network development and implementation outcomes
\$115,000	Sep. 1, 2015 – Aug. 31, 2016	Program delivery (Sub-contractor)

In no instance may the sub-grantee's or sub-contractors' administrative costs exceed 15% of the total cost of their sub-grant agreement or sub-contract. \$40,000 is to be set aside per year as the maximum payment for sub-grantee's coordination and network development. Up to an additional \$5,000 per year will be payable only if all stated, measureable outcomes are achieved annually.

This RFP and all agency contracts and sub-grant agreements 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 bidders will be notified at the earliest possible time. County is not required to compensate any bidders for any expenses incurred as a result of the RFP process.

1.13 Termination Clause

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

County may immediately terminate any sub-grant agreement entered into in the event that County, in its sole discretion, reasonably determines that performance of the work by the sub-grantee, its employees, agents, and/or sub-contractors, could seriously affect the quality or safety of the work, create a significant risk of

harm to persons or property, or result in liability or loss of funds for the County, including, but not limited to, liability under state or federal law. No termination shall be authorized by the County except by formal resolution of the Board.

SECTION II. SUB-GRANTEE EXPERIENCE AND QUALIFICATIONS

2.1 Demonstration of Experience

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

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

- A. The capacity to undertake the scope of work (see 3.1) based on demonstrated history of successfully completing similar or related work with the targeted service population.
- B. The capacity to undertake the scope of work (see 3.1) based on an organizational structure with adequate facilities, fiscal controls and other resources.
- C. An appropriate management structure and staffing as documented in a current organizational chart/Table of Organization, a description of the key positions and the work each performs and the credentials/resume(s) of the people filling the key positions.
- D. The ability to work collaboratively, as documented by a description of its inclusion of “partners” and/or a plan that will utilize/participate with partners in program service delivery. The documentation must state the applicant’s plan to maintain, foster and sustain ongoing relationships with community organizations during and after the grant period.
- E. Proposals must also describe the applicant’s experience with community mobilization, civic coordination, and knowledge of the needs of fathers in Clark County.
- F. Demonstrate a minimum of three years of experience working with families, with a preferred emphasis on fatherhood-specific programming.

SECTION III. SCOPE OF WORK & SERVICES TO BE PROVIDED

3.1 Scope of Work

The County is seeking to support a Fatherhood Initiative network of programs that will encourage and increase a father’s ability to provide quality involvement in the lives of their children.

The sub-grantee selected through this process will be expected to coordinate and implement program(s) to meet outcomes from one or more of the following categories:

- Responsible behavior
- Father's relationship with child
- Father's support capabilities
- Child well-being
- The co-parental relationship

The sub-grantee selected through this process is strongly encouraged to include the following while implementing a project:

- Provide a concise, well-organized summary with examples and evidence that fully explain how their coordination efforts will relate to healthy, responsible fatherhood
- Provide a problem statement or needs statement for their implementation and coordination efforts including details about the community and show in-depth knowledge of needs in the context of healthy fatherhood
- Describe or explain their coordination efforts with well-defined details, such as strategies for implementation, activities or steps taken, applications of stakeholder theory, or unique attributes
- Provide potential outcomes, results and successes with quantitative and qualitative assessments
- Justify their coordination efforts with clear evidence of how the sub-grantee fills a gap in the community or in the field of healthy fatherhood

3.2 Specification of Deliverables (Must include at least one of the following):

The sub-grantee selected for this project will coordinate efforts to see that one or more of the following are targeted as a service to fathers and families along with suggested reporting efforts:

1. **Reduced Substance Abuse:** Whether the father uses/abuses drugs or alcohol, as reported by mother and/or father. Use and/or abuse may be defined in terms of frequency, quantities, and types of drugs or alcohol used, or in terms of the clinical criteria for a substance abuse diagnosis.
2. **Reduced Criminal Involvement:** The nature and frequency of arrest and convictions of the father, as reported by the father or as ascertained from public records.
3. **Reduced Unplanned Child-bearing:** Whether the father has subsequent children that are unplanned and/or out-of-wedlock, and whether they are with the same mother or different mothers, as reported by father/mother.
4. **Contact/Visitation:** How often the father visits or has contact with the child and the duration of the visits, as reported by mother, father, and/or child.
5. **Paternity Status:** Whether the father has established paternity, as reported by father or mother, or as ascertained from government records.

6. **Employment and Earnings:** Whether or not the father is employed and the level of his wages, earnings, and income, as reported by the father.
7. **Education/Training Activities:** Whether or not the father has completed a given level of education, or is engaged in education and/or training activities (e.g., GED classes, enrolled in high school, college prep coursed, vocational training).
8. **Child Support:** How much formal or informal child support and how regularly the father is paying, as reported by mother, father, and/or the Child Support Division of the CCDJFS with an appropriate, signed release of information. Any other types of non-monetary support/services provided by the father. Does the father have an understanding of and the ability to navigate the formal child support system and is he cooperating?
9. **Academic Achievement:** How well the child is doing in school, as reported by teacher, father, mother, and/or child. Alternatively, the child's performance can be measured through scores on achievement tests, which might be a more accurate measure.
10. **Social Behavior:** A measure of how the child interacts with others, as reported by the father, mother, and/or teacher. Measures could include types of behavior at home and in school, such as peer sociability, autonomy, aggression, attitudes toward strangers, obedience, leadership, self-confidence, cooperation, and communication skills. However, this measure could be difficult to interpret due to potentially biased reports from the participants as well as variation in how behavior is interpreted.
11. **Problem Behavior:** Type and frequency of delinquent behavior, as reported by mother, father, and/or teacher. This could include such indicators as deliberate damage of school property, truancy, lying to parents about something important, taking something without paying for it, or injuring another person seriously enough to require a visit to a medical facility. Components of this measure may be difficult to interpret due to potentially biased reports from the father, mother, and teacher, as well as variation in how behavior is interpreted.
12. **Agreement/Cooperation Concerning Child-Rearing:** A measure of how synchronous the mother's and father's views on child-rearing are, as reported by mother and father. Some components of this measure could include discussion of school problems and planning special events for the child.

3.3 Expected Outcomes

The sub-grantee selected under this proposal must implement a network of direct-service program(s), consisting of more than one sub-contractor, meeting the requirements listed above within six months of the beginning date of the sub-grant agreement (no later than March 1, 2015). The sub-grantee must also issue reports to CCDJFS as program(s) are implemented, demonstrating the rationale for the selection of the program(s).

The sub-grantee selected under this proposal must ensure that implementation efforts support the following outcomes for each program delivered under the Fatherhood Initiative. For fathers and families enrolled in one or more programs targeted in this RFP it is expected that 90% of the participants:

1. Improve economic stability as they help fathers prepare for, find and retain employment
2. Foster responsible parenting through skills-based classes and/or individualized mentoring, and meeting child support obligations.
3. Promote healthy relationships through conflict resolution and communication skills training.

Care should be taken to ensure that the outcomes to be measured are directly related to the actual goals of the program. How outcomes are measured can significantly affect how the results should be interpreted. The use of questions and measures from existing survey instruments is strongly recommended, especially if such instruments have proven validity.

3.4 Selected Sub-grantee Compensation Structure

County agrees that reimbursement of all costs will be dependent upon the sub-grantee's performance in the delivery of services specified in the approved budget, once the sub-grant agreement is awarded. Payment shall be made by the Clark County Auditor upon proper presentation of request, when approved by County and the sub-grantee. Payment shall be made on a direct cost reimbursement basis. Funds will be set aside for both development/coordination activities and direct-service program activities as well as incentive payments. The County recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures. Additionally, the sub-grantee must submit copies of paid sub-contractor invoices in order to be reimbursed for those service costs.

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

SECTION IV. LIMITATIONS AND OTHER REQUIREMENTS

4.1 Limitations

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

This RFP does not commit County to award a sub-grant agreement or to pay any cost incurred in the preparation of a proposal. County reserves the right to accept or reject any or all proposals received, to negotiate services and cost with proposers, and to cancel in part or in its entirety this RFP.

County will review each proposal with respect to price, bidder'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 sub-grant agreement for services will be awarded. County reserves the right to terminate the negotiation process in the event that negotiations fail with the bidder whose proposal is selected and/or issues arise during negotiations that prevent County from entering into a sub-grant agreement with that bidder. If this happens, County, in its sole discretion, reserves the right to: (1) select another bidder that responded to the RFP or (2) cancel and/or reissue the RFP.

4.2 Interview

Bidders submitting proposals may be required to participate in an in-depth interview as part of the evaluation process if two or more bidders' proposals are considered responsive and receive substantially equal scoring through the agency's evaluation process. The interview, if necessary, may include participants from the CCDJFS and/or other county agency staff or other representatives it may appoint, as appropriate. The bidders shall bear all costs of any scheduled interview.

4.3 Proposal Cost

Costs incurred in the preparation of this proposal are to be borne by the bidder 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 bidder and will not be County's responsibility (see Section 4.2, Interview, above).

4.4 Certifications

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

1. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
2. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for sub-contractors, if any are used.
3. Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
4. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit
5. The Board of Clark County Commissioners (not the Department of Job & Family Services) must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above. The Board of Clark County Commissioners must also be named as the Certificate Holder at 50 E. Columbia St., Springfield, Ohio 45502.

6. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident, which may be waived by the Board, in its sole discretion, if no licensed professionals will be employed to perform services under the sub-grant agreement.
7. Liability coverage for abuse and molestation in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

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

1. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for sub-contractors, if any are used.
2. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

The bidder must disclose any circumstances of which the bidder knows 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 sub-grant agreement is signed. Sub-grantees 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 sub-grant agreement entered into pursuant to this RFP.

The successful bidders will also be required to agree to the following terms in the sub-grant agreement awarded by the Board of County Commissioners:

Sub-grantee's failure to maintain current insurance certificates at any time during the duration of the sub-grant agreement awarded pursuant to this RFP shall be deemed a breach of the sub-grant agreement. In the event of such breach, the County shall have the right to withhold any further payment(s) due to sub-grantee and to terminate the sub-grant agreement 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 sub-grantee until the sub-grantee presents current certificates. In the event that the sub-grantee fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the sub-grant agreement in accordance with the above paragraph.

See Section 5.2, Format for Organization of the Proposal/Proposal Content, of this RFP for specific instructions regarding inclusion of these documents in proposals. Failure to provide proper certifications as part of the proposal submitted to CCDJFS may result in the disqualification of the bidder's proposal from consideration.

4.5 Contractual Requirements

The bidder whose proposal is selected will be required to agree to the terms of the Sample Sub-grant Agreement included in this RFP as Section IX. 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 bidder's proposal and accepted by the County. Such additions will

be added to the statement of work in the sub-grant agreement by the County during negotiation of the final sub-grant agreement.

4.6 Personal Property Tax Statement

As part of the submitted proposal, the bidder 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 the CCDJFS may result in the disqualification of the bidder's proposal from consideration.

4.7 Campaign Contribution Declaration

As part of the submitted proposal, the bidder 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 potential bidders 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 Sub-contracting

Sub-contracting will **not** be permitted for the network development and coordination requirements of this RFP. Sub-contracting will only be permitted for the direct-service program provisions specified in this RFP.

When procuring direct-service programs under this agreement, the sub-grantee must follow all federal and State laws, mandates, and requirements for procurement using federal funds including, but not limited to, 45 CFR 92.36 (U.S. Department of Health and Human Services), 29 CFR 97.36 (U.S. Department of Labor), 7 CFR 3016.36 (U.S. Department of Agriculture), and Ohio Administrative Code 5101:9-4-07 & 5101:9-4-07.1.

Bidders must clearly identify the subcontractor(s) that will be used for direct service programs under this agreement and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, federal tax ID number, and principle business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the provider is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

The sub-grantee must seek approval from CCDJFS prior to entering into any contract with a sub-contractor.

4.9 Waiver of Minor Proposal Errors

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

4.10 Proposal Clarifications

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

4.11 Program Evaluation and Monitoring

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

The sub-grantee must monitor sub-contractors in a manner and format approved by the CCDJFS. Minimally, the sub-grantee must conduct monitoring visits at least three time per year (two announced and one unannounced site visits), utilizing a monitoring format and checklist developed by the sub-grantee and approved by the CCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with sub-contract terms and deliverables. Sub-contractors will be required to develop a plan, approved by the sub-grantee, to correct noncompliance issues within a term defined by the sub-grantee.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

County requires proposal submissions in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

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

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

OR

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

Clark County Department of Job & Family Services
Attn: Nikki 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.

All bidders' proposals must be submitted no later than 4:00 p.m. on July 31, 2014. Faxed submissions will not be accepted. County will not consider a bidder's proposal to be submitted until the time at which the proposal is actually received by County in both the paper and electronic formats. A proposal will not be deemed "submitted" until the proposal is complete.

The bidder's original proposal must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. All copies (both paper and electronic) of the original proposal must include copies of ALL information, documents, and pages in the original proposal. A bidder's proposal will be considered to be incomplete if the bidder 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 bidder's proposal submission (e.g. letters of recommendation from past customers of the bidder'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, bidders are to deliver the proposals to the address specified above. **County is not responsible for any proposals delivered to any address other than the address provided above.**

5.2 Format for Organization of the Proposal/Proposal Content

Proposal Format

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

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

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

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

SECTION A - INTRODUCTION

Cover page

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

Cover letter

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

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

Proposals must confirm that the organization agrees to determine initial eligibility and re-determine eligibility annually for all direct-service program participants in accordance with the county's current PRC plan.

The organization must confirm that it will develop, maintain, and update an individual case file for each direct-service program participant and that all case files will be kept in accordance with Clark County's record retention schedule.

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

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

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

Table of Contents

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

Executive Summary

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

SECTION B – PROJECT UNDERSTANDING (25 points)

Provide the Following Information:

1. What do you understand to be the purpose and scope of this project?
2. What are the pertinent issues and potential problems related to the project and how do you plan to address/mitigate them?

Scope of Work/Solution/Project Narrative

1. What is your proposed solution to the needs identified by the County?
2. How will your proposed solution create stronger relationships between fathers and their children?

3. Who are the targeted populations you intend to serve and why?
4. How will you prioritize the fathers served based on the various characteristics identified?
5. How do you plan to engage and retain fathers in the targeted populations?
6. How will you ensure that direct-service programs are available to all Clark County residents?

Deliverables

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

Outcomes

1. Section 3.3 details three expected outcomes to be achieved. Please describe how you will address these outcomes.
2. Describe in detailed and measureable terms additional outcomes to be achieved through the development, implementation, and coordination activities of this RFP.
3. Describe in detailed and measureable terms additional outcomes to be achieved through the direct-service programs for which you will sub-contract.
4. How do you intend to measure your performance against the stated outcomes to be achieved?
5. How do you intend to measure the performance of direct-service program sub-contractors against the stated outcomes to be achieved?

SECTION C – METHODOLOGY (20 points)

Methodology

1. Describe the methodology you would use to carry out this project, and the reason for selecting this methodology. Detail the tasks to be undertaken.
2. Detail how your plan to develop a network of fatherhood programs and to mobilize the community will engage participants and achieve successful outcomes.
3. How do you plan on growing and/or enhancing the Fatherhood Initiative from Year One to Year Two and how will you measure growth?

Project Schedule

1. Provide a chart showing project activities that includes the achievement milestones.

Evaluation Plan

1. How will you assess the progress of the project while it is underway?
2. How will you course correct should your assessment of progress yield less-than-favorable results?

SECTION D - PROJECT MANAGEMENT (25 points)

Describe your project management approach including:

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

Project Control

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

Project Reporting

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

Interface with the County

1. Describe your projected 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.

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) The capacity to undertake the scope of work based on demonstrated history of successfully completing similar or related work with the targeted service population.
 - b) The capacity to undertake the scope of work based on an organizational structure with adequate facilities, fiscal controls and other resources.
 - c) An appropriate management structure and staffing as documented in a current organizational chart/Table of Organization, a description of the key positions and the work each performs and the credentials/resume(s) of the people filling the key positions.
 - d) The ability to work collaboratively, as documented by a description of its inclusion of “partners” and/or a plan that will utilize/participate with partners in program service delivery. The documentation must state the applicant’s plan to maintain, foster and sustain ongoing relationships with community organizations during and after the grant period.
 - e) The applicant’s experience with community mobilization, civic coordination, and knowledge of the needs of fathers in Clark County.

Personnel

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

The County reserves the right to approve or disapprove any change in the successful bidder’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 bidder must submit (3) references, names and phone numbers for similar projects it has completed. There is a limit of one (1) total reference from any Clark County government agency (including the Board of County commissioners and other appointing authorities (e.g. Courts, Sheriff, Prosecutor, etc.).

Contract Performance

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

Sub-contractors

Sub-contracting will **not** be permitted for the network development and coordination requirements of this RFP. Sub-contracting will only be permitted for the direct-service program provisions specified in this RFP.

When procuring direct-service programs under this agreement, the sub-grantee must follow all federal and State laws, mandates, and requirements for procurement using federal funds including, but not limited to: 45 CFR 92.36 (U.S. Department of Health and Human Services), 29 CFR 97.36 (U.S. Department of Labor), 7 CFR 3016.36 (U.S. Department of Agriculture), and Ohio Administrative Code 5101:9-4-07 & 5101:9-4-07.1.

The Sub-grantee must seek approval from CCDJFS prior to entering into any contract with a sub-contractor.

Conflict of Interest

Each bidder shall include a statement indicating whether or not the organization or any of the individuals performing work under the sub-grant agreement has a possible conflict of interest and, if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor. The County's determination regarding any questions of conflict of interest shall be final.

SECTION F – PRICING (15 points)

Costs

1. The bidder must complete, sign, and submit Submittals A1- A3. The bidder must submit a detailed narrative, which demonstrates how costs are related and why they are necessary to the proposed program.
2. The bidder must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Sub-grantee 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

The bidder 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

The County will enter into a sub-grant agreement with the bidder that best demonstrates the ability to meet requirements as specified in this RFP. Bidders 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). Bidders 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 bidder submit seven paper copies (one original and six copies) and one electronic copy of their proposal?
3. Does the bidder’s proposal include all required affirmative statements and certifications, signed by the bidder’s responsible representative, including the following:
 - Sub-grantee Assurances Form, Attachment A
 - Personal Property Tax Statement (see Section 4.6 of this RFP)
 - Campaign Contribution Declaration (see Section 4.7 of this RFP)
 - Certifications (see Section 4.4 of this RFP)
 - Copy of the most recently completed financial audit
4. According to those certifications, does the bidder 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 Sub-grantee is not excluded from contracting with County by ORC Section 9.24 for an unresolved finding for recovery (i.e. the proposal of any bidder 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. The PRT will assess how well the bidder meets the requirements as specified in Section 5.2 Sections B, C, D, E and F of this RFP and the experience requirements of Section 2.1. Using pre-defined evaluation criteria for Phase II scoring, the PRT will read, review, and discuss the proposals and reach consensus on the final score for each qualifying proposal.

6.2 Review Process Caveats

The County reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The County may waive minor defects in the RFP that are not material when no prejudice will result to the rights of any bidder or to the public. County may, at its sole discretion, waive minor errors or omissions in bidders' proposals/forms when those errors do not unreasonably obscure the meaning of the content.

County reserves the right to request clarifications from bidders regarding any information in their proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by County, and bidders' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 1.11 of this RFP. Such communications are expressly permitted when initiated by County, but are at the sole discretion of County.

Should County determine a need for interviewing bidders prior to making a final selection, notwithstanding the fact that no two proposals have received substantially similar scoring in accordance with section 4.2, County may exercise its discretion to interview bidders, and 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 bidders' 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 bidders participating in the interview process for that RFP.

County reserves the right to negotiate with bidders for adjustments to their proposals should County determine, for any reason, to adjust the scope of the project for which this RFP is released. Such communications are not violations of any communications prohibition, and are expressly permitted when initiated by County, but are at the sole discretion of County.

In County's sole discretion, any bidder deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the sub-grant agreement.

6.3 Final Sub-grantee Recommendation

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

SECTION VII. ATTACHMENTS AND THEIR USES

- A. Sub-grantee Assurances Form *(To be completed and included in the proposal packet as specified in Section 5.2)*
- B. Campaign Contribution Declaration Form *(To be completed and included in proposal packet as specified in Section 5.2)*
- C. Personal Property Tax Statement *(To be completed and included in proposal packet as specified in Section 5.2)*
- D. Sample Invoice *(to be used to submit monthly billing if a sub-grant agreement is awarded)*

ATTACHMENT A

Sub-grantee Assurances Form

Purpose: Clark County Department of Job & Family Services (CCDJFS) requires the following information on Sub-grantees who submit proposals or bids in response to Requests for Proposals (RFPs) or other competitive opportunity in order to facilitate the development of the agreement (or finalization of a purchase) with the selected Sub-grantee. 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 Sub-grantee submitting the proposal or bid. Sub-grantees 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 Sub-grantee. Sub-grantees 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.

Sub-grantees must provide all information

1. CCDJFS RFP #:	2. Proposal Due Date:
3. Sub-grantee Name: (legal name of the Sub-grantee – person or organization – to whom contract/purchase payments would be made)	4. Sub-grantee Federal Tax ID #: (this number MUST correspond with the name in Item #3)
5. Sub-grantee Corporate Address:	6. Sub-grantee Remittance Address: (or "same" if as same as Item #5)
7. Print or type information on the Sub-grantee representative/contact person <u>authorized to answer questions on the proposal/bid:</u> Sub-grantee Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	
8. Print or type the name of the Sub-grantee representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the Sub-grantee, 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): Sub-grantee'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 sub-grant agreement.
5. We have additional funding sources and will not be solely dependent on any funds awarded as a result of this RFP.
6. We will meet all Contractual Requirements stated in Section 4.5 of this RFP.
7. **We will meet all applicable Federal, State and Local compliance requirements.** These include, but are not limited to:
 - Records accurately reflect actual performance.
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant, and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Meeting requirements of **Section 504 of the Rehabilitation Act of 1973.**
 - Meeting all applicable labor laws, including Child Labor Law standards.
 - Drug Free Workplace

We will not:

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

I hereby assure that all of the above are true:

Signature

Date

Name (printed)

Title

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

STATE OF OHIO

COUNTY OF _____ SS:

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

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

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

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

Signature: _____

Title: _____

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

Notary Public: _____

My Commission Expires: _____

ATTACHMENT C
Personal Property Tax Statement

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

STATE OF _____)

ss:

COUNTY OF _____)

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

(COMPLETE APPLICABLE STATEMENT)

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

OR

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

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

DATE

BIDDER

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

NOTARY PUBLIC

My commission expires _____, _____.

ATTACHMENT E

SAMPLE SUB-GRANT AGREEMENT

WITNESSETH THAT;

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

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

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

WHEREAS, (hereinafter "SUB-GRANTEE") ;

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

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

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.

"Sub-grantee" means .

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

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

B. Purpose of Sub-grant Agreement

The purpose of the sub-grant agreement is to state the covenants and conditions under which the sub-grantee will coordinate the development and implementation of a network of partnership-based, innovative

and effective fatherhood-specific programs on topics such as emotional accessibility, family support, and responsibility.

C. Value and Terms of Sub-grant Agreement

Sub-grant Agreement Value: Expected budget is an amount not to exceed \$260,000.00, provided the Department receives sufficient allocations from the State.

Sub-grant Agreement Terms: September 1, 2014 to August 31, 2016

The following table indicates the funding schedule to be followed:

\$ 40,000	Sep. 1, 2014 – Aug. 31, 2015	Network development (sub-grantee)
Up to \$ 5,000	Sep. 1, 2014 – Aug. 31, 2015	Paid to the sub-grantee upon successfully meeting network development and implementation outcomes
\$ 55,000	Mar. 1, 2015 – Aug. 31, 2015	Program delivery (Sub-contractor)
\$ 40,000	Sep. 1, 2015 – Aug. 31, 2016	Network coordination (sub-grantee)
Up to \$5,000	Sep. 1, 2015 – Aug. 31, 2016	Paid to the sub-grantee upon successfully meeting network development and implementation outcomes
\$115,000	Sep. 1, 2015 – Aug. 31, 2016	Program delivery (Sub-contractor)

D. Award Information

CFDA Title and Number: TANF 93.558

Award Name: Temporary Assistance for Needy Families

TANF Purpose: To prevent out-of-wedlock pregnancies; and encourage the formation and maintenance of two-parent families.

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

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

E. Obligations of the Sub-grantee

The sub-grantee agrees to operate a program, described in detail in their RFP Response and referenced as Appendix I hereafter, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

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

ARTICLE II STATEMENT OF WORK TO BE PERFORMED

Appears in the RFP Response found as Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The parties agree that reimbursement of all costs will be dependent upon the sub-grantee's performance in the delivery of services specified in the approved budget appearing as Submittal A attached. Payment shall be made by the Clark County Auditor upon proper presentation of request, when approved by the BOCC, the Department, and the sub-grantee. Payment shall be made on a direct cost reimbursement basis. Department recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures. The sub-grantee must attach copies of paid invoices for sub-contractor services in order to be reimbursed.

All requests for reimbursement must be itemized according to the budget line items specified in Submittal A of this sub-grant agreement. The sub-grantee shall act in good faith and make reasonable efforts to maintain documentation supporting all sub-grant agreement expenses and to avoid exceeding the amounts listed in the budget line items. If necessary to accomplish the purpose of the sub-grant agreement, one or more of the sub-grantee's expenses may exceed the amounts listed in the budget line items, provided that the sub-grantee shall not exceed any line item by more than 10%. If the sub-grantee determines that any such expense might exceed the budget line item by more than 10%, the sub-grantee must obtain written approval from the Department prior to incurring the expense. **In no event shall the full sub-grant agreement value be exceeded unless authorized by an amendment to the sub-grant agreement.** Payment for any expense submitted in violation of any of the sub-grantee's obligations under this paragraph shall not be deemed a waiver of such obligations by the Department or the County. The sub-grantee's failure to comply with any such obligation may result in the denial of the reimbursement request or recovery of the funds by the Department, County, State, and/or federal government.

The sub-grantee shall provide a monthly invoice including attached, paid sub-contractor invoices to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall follow the Sample Invoice, included in this agreement as Appendix V.

B. Maximum Compensation

The sub-grantee agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$100,000.00 for the first year and \$160,000.00 for the second year or (2) the amount of cash expenditures made by the sub-grantee for purposes of carrying out the services stated herein. \$40,000.00 is to be set aside as the payment for the sub-grantee's coordination and network development per year. However, an additional \$5,000 is payable for coordination and network development only if all stated, measureable outcomes are achieved annually. Of the total amount of the sub-grant agreement for the first year, the maximum amount to be spent on

implementation of programs is \$55,000.00. Of the total amount of the sub-grant agreement for the second year, the maximum amount to be spent on implementation of programs is \$115,000.00. Both the sub-grantee and sub-contractors will only be compensated up to 15% of their program costs for administrative purposes. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$260,000.00.

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 Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the BOCC or the Department may deem necessary, the sub-grantee shall make available to any or all of the above named parties or their authorized representatives, all sub-contracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this sub-grant agreement. The BOCC, the Department, and the above named parties shall be permitted by the sub-grantee 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 sub-grant agreement. The BOCC and the Department also reserve the right to inspect any and all documents relating to all matters covered by this sub-grant agreement either on the sub-grantee's premises, or if necessary on the premises of the BOCC or the Department. The sub-grantee must maintain all required records applicable to this sub-grant agreement 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 sub-contracts relating to this sub-grant agreement. Prior to the destruction of records, the Sub-grantee, or sub-contractor through the sub-grantee, shall contact the Department to obtain written notification that records may be destroyed. Failure to comply with records retention policies may result in an audit finding for unsubstantiated and questioned sub-grant agreement activities and the sub-grantee shall assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the sub-grantee.

ARTICLE V TIME OF PERFORMANCE

This sub-grant agreement shall become effective upon execution by the BOCC and the Department as of September 1, 2014. The services of the Sub-grantee are to commence immediately and all costs allowable under the sub-grant agreement shall be incurred no later than August 31, 2016.

ARTICLE VI BONDING AND INSURANCE

The sub-grantee shall present current certificates prior to commencement of this sub-grant agreement, and shall maintain during the term of this sub-grant agreement, 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 sub-contractors, if any are used.
- c. Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. The Board of Clark County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.
- g. Liability coverage for abuse and molestation in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

*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 sub-contractors, 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

The sub-grantee's failure to maintain current insurance certificates at any time during the duration of the sub-grant agreement shall be deemed a breach of the sub-grant agreement. In the event of such breach, the County shall have the right to withhold any further payment(s) due to the sub-grantee and to terminate the sub-grant agreement 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 sub-grantee until the sub-grantee presents current certificates. In the event that the sub-grantee fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the sub-grant agreement in accordance with the above paragraph.

ARTICLE VII INDEMNIFICATION

A. The sub-grantee understands and agrees that it is an independent sub-grantee and agrees to indemnify and hold the County, Department, and State harmless from liability of any and all claims, demands,

or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of sub-grant agreement or the acts or omissions of the sub-grantee.

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

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

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by the sub-grantee, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions or purposes herein stated. The sub-grantee shall certify that any costs incurred pursuant to the sub-grant agreement 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 sub-grant agreement shall not be used as match to any other federal funding stream unless prior written approval is obtained by the Sub-grantee from the Department.

ARTICLE IX CONFLICT OF INTEREST

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

ARTICLE X MODIFICATIONS

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

ARTICLE XI TERMINATIONS

A. Termination for the Convenience of the BOCC

The BOCC may terminate this sub-grant agreement 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 sub-grantee. The BOCC may, at its discretion, immediately terminate this sub-grant agreement if it determines, in good faith, that the purpose or performance of this sub-grant agreement would result in a violation of the Ohio Ethics Law and related statutes. The sub-grantee 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 Sub-grantee

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

ARTICLE XII WAIVERS

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

ARTICLE XIII SUB-CONTRACTOR APPROVAL

Sub-contracting will not be permitted to perform the network development and coordination services as specified in this sub-grant agreement. Sub-contracting is only permitted for the Fatherhood Initiative implementation of programs. Furthermore, Sub-grantee shall not sub-contract with any person or organization to the extent that a conflict of interest would arise, whether real or apparent. When sub-contracting for services under this agreement, the sub-grantee must follow all procurement federal and State laws, mandates, and requirements as outlined in 45 CFR 92.36 (U.S. Department of Health and Human Services), 29 CFR 97.36 (U.S. Department of Labor), 7 CFR 3016.36 (U.S. Department of Agriculture), and Ohio Administrative Code 5101:9-4-07 & 5101:9-4-07.1.

With respect to any sub-contractor and any other person or entity the sub-grantee will use to do work under this sub-grant agreement, the sub-grantee shall have an ongoing duty to notify the Department 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. The sub-grantee shall use good faith, reasonable efforts to resolve any such issues to Department's satisfaction. The Department, in its sole discretion, may deny or revoke approval of any sub-contractor, 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.

The sub-grantee's failure to comply with any of the obligations of this section shall be deemed a material breach of the sub-grant agreement. In the event of such breach, the Department shall provide notice of the breach and may immediately withhold any further payments due and terminate the sub-grant agreement without liability for any such payments. In lieu of termination, the Department may, at its option, choose to withhold any further payments due until the sub-grantee complies with the obligations of this section. Nothing in this sub-grant agreement shall be construed as giving the Department the right to direct or control the work of the sub-grantee or its employees, agents, or sub-contractors. The sub-grantee agrees to indemnify and hold the County harmless from liability for any costs or expenses arising out of the sub-grantee's breach of this sub-grant agreement or a sub-contract, or the acts or omissions of the sub-grantee, its employees, agents, and sub-contractors, 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 Department. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with sub-grant agreement terms and deliverables. Sub-grantee will be required to develop a plan, approved by the Department, to correct noncompliance issues within a term defined by the Department.

The sub-grantee must monitor sub-contractors in a manner and format approved by the Department. Minimally, the sub-grantee must conduct monitoring visits at least three time per year (two announced and one unannounced site visits), utilizing a monitoring format and checklist developed by the sub-grantee and approved by the Department. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with sub-contract terms and deliverables. Sub-contractors will be required to develop a plan, approved by the sub-grantee, to correct noncompliance issues within a term defined by the sub-grantee.

ARTICLE XV ASSURANCES AND CERTIFICATIONS

The sub-grantee assures and certifies that:

1. It possesses legal authority to enter into this sub-grant agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of the sub-grantee's governing body, authorizing the negotiation and execution of this sub-grant agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of the sub-grantee to act in connection with this sub-grant agreement and to provide such additional information as may be required by the BOCC or the Department.
2. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age,

belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.

3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Clark County Concealed Carry Policy.
6. It is understood by the sub-grantee 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 sub-grant agreement will acknowledge the Department and its role as the funding source for activities and programs of the sub-grantee.
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 sub-grantee.
9. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
10. The sub-grantee understands and agrees that it has been designated as a sub-recipient and therefore will be monitored according to all applicable rules and regulations, including the Single Audit Act, by which the sub-grantee may be subject to a Circular A-133 Single Audit. The Department will perform an annual risk assessment to determine the level of monitoring of the sub-recipient.
11. It will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act within 30 days of receiving a completed financial audit while the sub-grant agreement is in force.
12. It will submit quarterly reports, due within 30 days of the end of each quarter, showing progress towards achieving the outcomes which are specified in Appendix I, attached. The quarterly report due dates are as follows: October 30, 2014; January 30, 2015; April 30, 2015; July 30, 2015; October 30, 2015; January 30, 2016; April 30, 2016; and July 30, 2016. It will also submit on a timely basis any other reports required by the State.
13. It will submit monthly Soft Services reports, included in this agreement as Appendix IV, due within 30 days of the end of each month, categorizing expenditures by type and numbers served. It will also submit on a timely basis any other reports required by the County or the State.

14. No staff or volunteer shall be permitted to provide direct services under this agreement without passing a FBI and BCI background check, at the sub-grantee's expense, which must be performed in accordance with Ohio Revised Code section 5153.111.
15. All services delivered under this Sub-grant Agreement will be provided in accordance with the Department's Prevention and Retention and Contingency Policy. If similar direct services to participants are provided from other resources, only those costs resulting from PRC-eligible participation will be reimbursed through this Subgrant Agreement.
16. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The sub-grantee 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.
17. It will, in all solicitation or advertisements for employees placed by or on behalf of the sub-grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, according to federal law.
18. In the hiring of employees for the performance of work under the sub-grant agreement or any sub-contract, no sub-grantee or sub-contractor, 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 Sub-grant agreement relates.
19. No sub-grantee, sub-contractor, or person acting on behalf of the sub-grantee or any sub-contractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the sub-grant agreement 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.
20. 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.
21. It agrees that it will perform the duties under this sub-grant agreement in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this sub-grant agreement will be expended for sectarian worship, instruction, or proselytization. If any participant objects to the religious character of the organization, the sub-grantee will immediately refer the individual to the Department for an alternative provider.

22. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this sub-grant agreement, or any sub-contract resulting therefrom, aware of any pending action which might result in such debarment.
23. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
24. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
25. Claims made to the Department for payment for services to eligible individuals do not duplicate claims made by the sub-grantee to other sources of public funds for the same service. The services being contracted for are not available on a non-reimbursable basis.
26. Nothing in this sub-grant agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this sub-grant agreement supplement and do not supplant existing services. Supplanting of funds is considered material breach of sub-grant agreement, permitting the County to terminate the sub-grant agreement.
27. All fixed assets purchased with funds provided through this sub-grant agreement remain the property of the BOCC. Upon termination of the sub-grant agreement, the sub-grantee may be asked to return equipment and other fixed assets to the BOCC or the Department.
28. It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Sections 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the sub-grant agreement and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.
29. By signing this sub-grant agreement, the sub-grantee 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.
30. 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 sub-grant agreement certifies its exclusion status and that of its principals. The sub-grantee shall immediately notify the County of any delinquent federal debt, and in the event of such delinquent debt, the Government-wide commercial purchase card shall not be authorized as a method of payment under this sub-grant agreement. In the event that the sub-grantee is placed on the

excluded party list at any time, the County shall have the right to terminate this sub-grant agreement immediately without additional payment for any services rendered. The sub-grantee shall reimburse the County for any loss, costs, or expenses resulting from the sub-grantee's inclusion on the excluded parties list or the sub-grantee's delinquent federal debt.

31. For purposes of chapter 145 of the Ohio Revised Code, if the sub-grantee is an entity engaged in business and Sub-grantee has five or more employees, any individual employed by the sub-grantee who provides personal services to the County is not a public employee. If the sub-grantee is an entity deemed an Independent Contractor, then the sub-grantee acknowledges by completion of Appendix VI, that it is not a public employee for the purposes of this sub-grant agreement.

This sub-grant agreement includes the following appendices:

- Appendix I Sub-grantee's RFP Response
- Appendix II Affidavit in Compliance with ORC Section 3517.13
- Appendix III Personal Property Tax Statement
- Appendix IV Soft Services Report Template
- Appendix V Sample Invoice
- Appendix VI Independent Contractor/Worker Acknowledgment
- Submittal A Submittals A1-A3 Budget

The abovementioned appendices and this sub-grant agreement instrument shall be considered as the binding document between parties herein mentioned.

Clark County Department of Job & Family Services
Request for Proposals (RFP)
Fatherhood Initiative Coordination & Implementation

This sub-grant agreement shall be effective as of September 1, 2014. However, no invoices will be paid until the sub-grant agreement 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

,

Date

BOARD OF CLARK
COUNTY COMMISSIONERS

Nathan Kennedy, County Administrator

Date

Resolution No. _____

APPENDIX I
SUB-GRANTEE'S RFP RESPONSE

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

APPENDIX II
AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

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

_____ for a Sub-grant Agreement 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 Sub-grant Agreement 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 Sub-grant Agreement is awarded and extending until one year following the conclusion of the Sub-grant Agreement, 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 Sub-grant Agreement 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 Sub-grant Agreement is awarded and extending until one year following the conclusion of the Sub-grant Agreement, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$2,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: _____

Title: _____

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

Notary Public: _____

My Commission Expires: _____

Appendix III
BIDDER'S PERSONAL PROPERTY TAX STATEMENT
(See Section 5719.042, O.R.C.)

STATE OF _____)

ss:

COUNTY OF _____)

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

(COMPLETE APPLICABLE STATEMENT)

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

OR

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

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

DATE

BIDDER

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

NOTARY PUBLIC

My commission expires _____, _____.

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**Appendix IV
Soft Service Report**

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

MONTH OF SERVICE _____

Name of Contractor & Program _____

Report Prepared By _____

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

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

MONTH OF SERVICE _____

Name of Contractor & Program _____

Report Prepared By _____

Categories

Subcategories

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


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

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

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

Appendix V

Sample Invoice

<div style="text-align: center;">  CLARK COUNTY DEPARTMENT OF JOB & FAMILY SERVICES </div>						INVOICE					
Your Company Name and Title											
Street Address						Invoice#: CO# XXX FY15					
Any town, OH zip code						Invoice Date: 08/15/14					
Phone 937-XXX-XXXX Fax 937-XXX-XXX						Dates of Service: September, 2014					
Bill To:											
Clark County DJFS											
c/o Nikki Weber											
1345 Lagonda Ave											
Springfield, Ohio 45503											
Item				September Expenses	Contract Budget	YTD Expenses	Remaining Balance				
Total				-	-	-	-				
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:					



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

— — —

First Name

MI

Last Name

— — — — —

Name of Current Employer

— — — — —

STEP 2: Public Employment Information

Name of Public Employer for Which You Are Providing Personal Services

— — — — —

Employer Contact

First Name

MI

Last Name

— — — — —

Employer Code

Employer Contact Phone Number

— — — — —

Service Provided to Public Employer

— — — — —

— — — — —

Start Date of Service

Month

Day

Year

/ /

End Date of Service

Month

Day

Year

/ /

Appendix VI

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date ____/____/____
Do not print or type name