



Board of Commissioners:

Greg Hartmann, Chris Monzel, Todd Portune

County Administrator: Christian Sigman

Director: Moira Weir

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

www.hcjfs.org

222 East Central Parkway • Cincinnati, Ohio 45202

(- • Fax: (513) 946-2384

Email: carsos01@jfs.hamilton-co.org

November 9, 2012

Dear Provider:

Hamilton County Job and Family Services (HCJFS) has issued a Request for Proposal for the purchase of WIA Adult Services for SuperJobs to offer a full range of supportive goods for enrolled WIA job-seekers.

The deadline to submit questions is: Monday, November 26, 2012 no later than noon. The deadline to submit quotes is: Friday, December 14, 2012, no later than 1:00 p.m. Quotes can be submitted by fax to: 513-946-2384, Attn: Sandra Carson; by e-mail to: Sandra Carson at carsos01@jfs.hamilton-co.org; or by mail to: Hamilton County Job & Family Services, 3rd Floor, 222 E. Central Parkway, Cincinnati, OH 45202, Attn: Sandra Carson.

Thank you for your consideration.

Sincerely,

Sandra Carson
Contract Manager

Adult Protective Services (421-LIFE) • Cash & Food Assistance • Medicaid • Child Care Services
Child Support Enforcement • Children's Services (241-KIDS) • Workforce Development



CREDIBILITY • INTEGRITY • ACHIEVEMENT



REQUEST FOR PROPOSALS

FOR

WIA ADULT SERVICES

RFP #SC0512-R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(November, 2012)

RFP Conference: November 14, 2012, 10:00 a.m. – 12:00 noon

Location: Hamilton County Job and Family Services

222 East Central Parkway

6th Floor Conference Room 6SE401

Cincinnati, OH 45202

Deadline to Register for the RFP: December 7, 2012

Due Date for Proposal submission: December 14, 2012

TABLE OF CONTENTS

1.0	REQUIREMENTS & SPECIFICATIONS	4
1.1	Introduction & Purpose of the Request for Proposal	4
1.2	Scope of Service	4
1.2.1	Population	6
1.2.2	Service Components	7
1.3	Employee Qualifications	7
2.0	VENDOR PROPOSAL	10
2.1	Cover Sheet	10
2.2	Service and Business Deliverables	11
2.2.1	Program Components	11
2.2.2	System and Fiscal Administration Components	12
2.3	Budgets and Cost Considerations	14
2.4	Customer References	16
2.5	Personnel Qualifications	16
2.6	Declaration of Property Tax Delinquency	17
3.0	PROPOSAL GUIDELINES	18
3.1	Program Schedule	18
3.2	HCJFS Contact Person	18
3.3	Registration for the RFP Process	19
3.4	RFP Conference	19
3.5	Prohibited Contacts	20
3.6	Vendor Disclosures	21
3.7	Vendor Examination of the RFP	21
3.8	Addenda to RFP	22
3.9	Availability of Funds	22

4.0	SUBMISSION OF PROPOSAL.....	23
4.1	Preparation of Proposal.....	23
4.2	Cost of Developing Proposal.....	23
4.3	False or Misleading Statements.....	23
4.4	Delivery of Proposals.....	23
4.5	Acceptance & Rejection of Proposals.....	24
4.6	Evaluation & Award of Contract.....	24
4.7	Proposal Selection.....	27
4.8	Post-Proposal Meeting.....	27
4.9	Public Record.....	28

Attachment A	Cover Sheet
Attachment B	Contract Sample
Attachment C	Declaration of Property Tax Delinquency
Attachment D	RFP Registration Form

REQUEST FOR PROPOSAL (RFP) FOR WIA ADULT SERVICES

MISSION STATEMENT

We, the staff of the Hamilton County Department of Job and Family Services, provide services for our community today to enhance the quality of living for a better tomorrow.

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job and Family Services (HCJFS) is seeking proposals for the purchase of Workforce Investment Act (WIA) Adult Services for SuperJobs. It is our intent to procure a contract with a single entity, however, the Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple vendors and to award contracts for any or all the services proposed.

1.2 Scope of Service

Hamilton County has been engaged in a participatory planning effort to implement a contract with a single entity, hereafter referred to as the Vendor, to offer a full range of supportive goods for enrolled WIA job-seekers ("Customers"). This contract and the selected Vendor will be used primarily for the acquisition of:

uniforms and scrubs;

tools;

work shoes;

gas cards;

bus passes; and

school books.

Less frequently, we will rely on this Vendor to purchase items such as passport fees, license fees, court costs, and similar items for referred Customers.

The supportive goods program will not be used to pay Customer's living expenses, rent, gas and electric bills, cell phone or land line bills or similar wage supports. SuperJobs will be responsible for Customer assessment and service authorizations, voucher issuance and payments issued to the selected Vendor for appropriate supportive goods provided to Customers.

The Vendor will be entirely responsible for establishing relationships with an adequate number and type of contracted retailers and service providers. SuperJobs shall issue a voucher to the Vendor listing a specific Customer, specifying the maximum funds available and identifying the goods or services authorized for purchase. Within the limits of authorized funds, the Vendor shall work directly with the Customer to secure those goods or services. The voucher shall expire 30 calendar days after creation. Any purchases made by the Vendor in association with the issued voucher must be completed within those 30 days.

The Vendor is obliged to invoice HCJFS for all incurred costs/expenses once a month. The Vendor is obliged to invoice HCJFS within 30 days following the end of any month an expense was incurred. The Vendor will need to be able to incur and pay costs, particularly at contract initiation, and to then operate through billing and subsequent payment issuance from HCJFS. HCJFS will make a good faith effort to issue payment for all properly billed expenses within 45 calendar days of receipt of a proper invoice.

Following SuperJobs service authorization, the Vendor will be responsible for Customer communications and concerns related to needed goods and their delivery.

The funding for this contract will be exclusively related to One-Stop operation and will typically be WIA Adult and Dislocated Worker program funds. Supporting rules are in WIA Sections 101(46) and 134(e)(2) and (3).

Each RFP respondent should propose a fee ("voucher fee") to be charged in association with each voucher managed by the Vendor resulting in an incurred service delivery and related cost.

The Vendor may not charge HCJFS any fee for a voucher that does not result in service delivery to the Customer. The Vendor may not charge the Customer any fee at any time. The voucher fee should represent the cost of administration of this service. The voucher fee must be invoiced to HCJFS at the same time and on the same invoice as the cost reimbursement associated with the voucher authorized goods and services. The fee and the invoice must appear on the same invoice but must be distinct and track-able. The agreed upon fee shall be included within the voucher's authorized cost ceiling. For example:

1. Standard and agreed upon vendor fee of \$25.00
2. Voucher issued for \$100.00 for scrubs and \$50.00 in gas cards plus \$25.00 voucher fee (voucher face value=\$175.00)
3. Scrubs and gas cards are purchased by Vendor for \$150.00 and delivered to the customer
4. Vendor bills HCJFS for \$150.00 and separately for \$25.00 on the same invoice
5. Any one invoice may include any number of similar paired service and administrative costs/billings
6. HCJFS typically caps supportive services at \$300 per Customer , so the Customer would retain capacity for possible subsequent HCJFS issuance of an additional \$150.00 voucher.

1.2.1 Population

The following data is provided for planning purposes only. HCJFS does not guarantee that the current service level will increase, decrease or remain the same. The funds devoted and Customers served could decrease or increase, depending on demand, available funds and local priority. It is anticipated that SuperJobs will procure services at \$150,000.00 for approximately 500 WIA eligible Customers.

A good faith estimate of anticipated service volumes is provided below. This estimate is for the purpose of providing scale only and should not be relied upon as a commitment or obligation.

<i>Service Description</i>	<i>Amount</i>	<i># of Seekers</i>	<i>Timeframe</i>	<i>Annualize</i>
<i>FBI&BCI Background or Record Checks</i>	<i>\$634.00</i>	<i>17</i>	<i>2/14/12 – 7/2/12</i>	<i>\$1,522.00</i>
<i>License/CDL Reinstatement</i>	<i>\$555.00</i>	<i>1</i>	<i>5/15/12 – 5/21/12</i>	<i>\$6,600.00</i>
<i>Dress for Success</i>	<i>\$200.00</i>	<i>1</i>	<i>10/9/12</i>	<i>\$2,400.00</i>
<i>Etexa LLC</i>	<i>\$2,492.10</i>	<i>3</i>	<i>1/12/12</i>	<i>\$2,492.00</i>
<i>Follett Bookstore</i>	<i>\$11,513.57</i>	<i>30</i>	<i>4/1/10 – 6/30/12</i>	<i>\$5,757.00</i>
<i>Roy Taylor Uniforms</i>	<i>\$2,925.25</i>	<i>26</i>	<i>7/1/10 – 3/31/11</i>	<i>\$4,388.00</i>
<i>Scrubs 4 u</i>	<i>\$4,371.63</i>	<i>33</i>	<i>11/1/10 – 5/31/11</i>	<i>\$8,743.00</i>
<i>Bus/Gas Card</i>	<i>\$268,562.92</i>		<i>2008-2010</i>	<i>\$44,760.00</i>
				<i>\$76,722.00</i>

1.2.2 Service Components

Vendor must submit the following required regular reporting on a monthly basis detailing the following:

- A. Contract to date spending by category;
- B. Volumes of individual Customers served;
- C. Customers currently being served (initial contact without full resolution yet);
- D. Customer complaints summary;
- E. A list of Customers served to date including their service/services delivered, their referral date, and their final resolution date; and

1.3 Employee Qualifications

Vendor shall ensure that any employee who shall have direct contact with the customers under the terms of this contract will meet the following qualifications:

1. **Work History:** All employees who are assigned to this contract with HCJFS' customers shall have information on job applications verified. Verification shall include references and work history information.

2. **Criminal Record Check:** Vendor warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with Customers in any way.

Vendor will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Vendor shall ensure that every above described individual will sign a release of information (see Exhibit VI of the Sample Contract) to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

Vendor shall not assign any individual to work with Customers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date and employee or volunteer is hired/engaged.

Vendor shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B) (1), ORC 2919.24 or OAC Chapters 5101:2-5, 5101:2-48.

3. **Individuals who have been convicted:** Individuals and others that Vendor contemplates having contact with HCJFS Customers who are convicted of, or plead guilty to, any violations contained in ORC 5153.111(B)(1), or Section 2919.24 may not come into contact with HCJFS' Customers.

4. **Employee Confidential Information:**
Under Development – To be issued via Addendum

2.0 Vendor Proposal

It is required that all proposals be submitted in the format as described in this section. Each submission must have one signed original proposal and eight (8) copies, submitting one of the eight (8) copies as single-sided; using twelve (12) point Arial font when possible.

Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Vendors are encouraged, but not required, to use double-sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein**:

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables:

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

Section 2.6 Declaration of Property Tax Delinquency

2.1 Cover Sheet

Each Vendor must complete the Cover Sheet, Attachment A, and include such in its proposal. The Cover Sheet must be signed by an authorized representative of the Vendor and also include the names of individuals authorized to negotiate with HCJFS. The signature line must indicate the title or position the individual holds in the company. All unsigned proposals will be rejected.

The Cover Sheet must include the proposed Voucher fee Vendor is proposing for the initial Contract Year and the subsequent Renewal Years 1 and 2. This voucher fee must be supported by the Budget.

2.2 Service and Business Deliverables

Vendor should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Vendors

must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.2.2 System and Fiscal Administration Components:

2.2.1 Program Components

1. Describe a method for outreach/communication with Customers following receipt of a voucher authorizing services. That method should begin at service authorization and end at final service delivery. In some cases, the Vendor will need to respond to subsequent Customer inquiries and comments specific to the services delivered. Unrelated inquiries should be redirected to SuperJobs.
2. Identify the administrative readiness of the Vendor to manage these services. Describe your capacity to work in this reimbursement environment, experience with similar efforts, quality assurance tools, capacity to report on collective and Customer specific status and outcomes, staffing readiness, relationships with current vendors, and distinguishing characteristics.

The selected Vendor should obtain the lowest possible price and will need to secure agreements for goods or services with retailers/providers either by securing three quotes or by documenting that the provider is a single source provider of the required good or service. Documentation of those efforts must be consistently available and retained. The documentation must reflect the Vendor's consistent effort to secure goods and services from the provider whose price and service are "lowest and best".

Vendor selection criteria will be substantially related to cost, administrative readiness, and service design.

The Vendor will be selected based upon their past experience with the delivery of a similar program, demonstrated administrative capacity, speed of goods delivery, customer service and accountability for proper expenditures and record keeping.

The supporting rules are in WIA sections 101(46) and 134(e)(2) and (3).

2.2.2 System and Fiscal Administration Components

Please provide the following attached to the original proposal and all copies:

- A. Contact Information - Provide the address for the Vendor's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company.
- D. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

Proposer must note that as a contract requirement the following conditions must be met:

During the Contract and for such additional time as may be required, Vendor shall provide, pay for, and maintain in full force and effect the insurance specified in the attached sample contract, for coverage at not less than the prescribed minimum limits covering Vendor's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Vendor or subcontractor or by anyone for whose acts any of them may be liable.

Certificates of Insurance

Prior to the effective date of the contract, Vendor shall give the County and HCJFS the certificate(s) of insurance completed by Vendor's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the

contract, certifying that at least the minimum coverage required is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice. Certificates are to be sent to the HCJFS Contract Specialist, 222 E. Central Parkway Cincinnati, Ohio 45202 and the Hamilton County Risk Manager, Room 607, 138 East Court Street Cincinnati, OH 45202 Fax: 513-946-4330.

G. Job Descriptions - For all positions in the program budget.

H. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.

I. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.

J. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

Please provide the following attached only to the original proposal:

K. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.

L. Annual Report - A copy of Vendor's most recent annual report, the most recent independent annual audit report, most recent single audit, if applicable , a copy of all management letters related to these audit reports and the most recent Form 990. For a sole proprietor or for-profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year- end balance sheet and income statement. If no audited statements are available, Vendor must supply equivalent financial statements certified by Vendor to fairly and accurately reflect the Vendor's financial status.

It is the responsibility of the Vendor to redact tax identification numbers from all documents prior to submission to HCJFS.

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin sometime on or after January 1, 2013. Vendor will be reimbursed for actual expenses for the goods and/or services purchased via the vouchers.

Vendor may also charge a voucher fee (as an administrative fee) for each voucher processed and must submit the detailed information in a general budget format for the calculation of the voucher fee for the initial contract term and each of the two (2) optional renewal years.

The Voucher fee for each contract year must be listed on the Cover Sheet, Attachment A.

- C. Vendor must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- D. Vendor must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Vendor is a for-profit organization.
- E. For the purposes of this RFP, “unallowable” program costs include:
1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs for staff only;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;

9. gains and losses on disposition or impairment of depreciable or capital assets;
10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
12. losses on other contracts';
13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fund raising;
19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
23. major losses incurred through the lack of available insurance coverage; and
24. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

If there is a dispute regarding whether a certain item of cost is allowable, HCJFS' decision is final.

2.4 Customer References

Vendor must submit at least three (3) letters of reference for whom services were provided similar in nature and functionality to those requested by HCJFS. Reference letters from

HCJFS or HCJFS employees will not be accepted. Each reference must include at a minimum:

- A. Company name;
- B. Address;
- C. Phone number;
- D. Fax number;
- E. Contact person;
- F. Nature of relationship and service performed; and,
- G. Time period during which services were performed.

If Vendor is unable to submit at least three (3) letters of reference, Vendor must submit a detailed explanation as to why.

2.5 Personnel Qualifications

For key clinical and business personnel who will be working with the program, please submit resumes with the following:

- A. Proposed role;
- B. Industry certification(s), including any licenses or certifications and, whether such licenses or certifications have been suspended or revoked at any time;
- C. Work history; and
- D. Professional reference (company name, contact name and phone number, scope and duration of program).

Vendor's program manager must have a minimum of three (3) years experience as a program manager with a similar program.

RFPs and all attachments are posted on the Hamilton County Board of County Commissioner's website for general viewing. It is the proposing agency's responsibility to redact all personal information from resumes. Please make sure the resume reflects the person's position title instead of their name so we can tie the position back to the budget.

2.6 Declaration of Property Tax Delinquency

As part of the submitted proposal, Vendor will include a **notarized Declaration of Property**

Tax Delinquency form (Attachment C) which states Vendor was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Vendor was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent, as well as any due and unpaid penalties and interest thereon. If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

3.0 PROPOSAL GUIDELINES

The RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current federal, state, and local laws and procedures.

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	<i>November 9, 2012</i>
RFP Conference	<i>November 14, 2012</i>
Deadline for Receiving Final RFP Questions	<i>November 26, 2012</i>
Deadline for Issuing Final RFP Answers	<i>November 30, 2012</i>
Deadline for Proposals Received by HCJFS Contact Person	<i>December 14, 2012</i>
Deadline for Registering for the RFP Process	<i>December 7, 2012, no later than 4:00 p.m.</i>
Anticipated Proposal Review Completed	<i>December 20, 2012</i>
Anticipated Start Date	<i>January 1, 2013</i>

3.2 HCJFS Contact Person

HCJFS Contact Person and mailing address for questions about the proposal process, technical issues, the Scope of Service or to send a request for a post-proposal meeting is:

Sandra Carson, Contract Services
Hamilton County Department of Job and Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202
carsos01 @jfs.hamilton-co.org
Fax: (513) 946-2384

3.3 Registration for the RFP Process

EACH VENDOR MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS LISTED ABOVE IN SECTION 3.1 PROGRAM SCHEDULE.

All interested Vendors must complete Registration Form (see Attachment D) and fax or e-mail the HCJFS Contact Person to register, leaving their name, company name, email

address, fax number and phone number. The HCJFS Contact Person's fax number is (513) 946-2384, and their e-mail address is: carsos01@jfs.hamilton-co.org.

3.4 RFP Conference

The RFP Conference will take place at *The Hamilton County Department of Job & Family Services, 222 E. Central Parkway, Cincinnati, Ohio 45202, 6th Floor, Room 6SE401, on November 14, 2012, 10:00 a.m. – 2:00 p.m.*

All registered Vendors may also submit written questions regarding the RFP or the RFP Process. All communications being mailed, faxed or e-mailed are to be sent only to the HCJFS Contact Person listed in Section 3.2.

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Vendors who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the HCJFS Contact Person.
- C. No questions will be accepted after **November 26, 2012 by noon**. The final responses will be faxed or e-mailed no later than **November 30, 2012** by the close of business.
- D. Only Vendors who register for the RFP Process will receive copies of questions and answers.
- E. The answers issued in response to such Vendor questions become part of the RFP.

3.5 Prohibited Contacts

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the Vendors who participate in the process in good faith. Behavior by Vendors which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Vendor nor their representatives should communicate with individuals associated with this

program during the RFP process. If the Vendor attempts any unauthorized communication, HCJFS will reject the Vendor's proposal.

Individuals associated with this program include, but are not limited to the following:

- A. Public officials; including but not limited to the Hamilton County Commissioners; and
- B. Any HCJFS employees, except for the HCJFS Contact Person. Neither Vendors nor their representatives may contact person listed in Section 3/2 after noon on **November 26, 2012**. If Vendor attempts any unauthorized communication, HCJFS will reject the Vendor's proposal.

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, telephone calls, letters and faxes regarding the RFP process, interested Proposers, the program or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2 (no contact made after **November 26, 2012**);
- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail except to the HCJFS Contact Person, as listed in Section 3.2 (no contact after **November 26, 2012**).

3.6 Vendor Disclosures

Vendor must disclose any pending or threatened court actions and claims brought by or against the Vendor, its parent company or its subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause for rejection of the proposal.

3.7 Vendor Examination of the RFP

THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. PLEASE REVIEW ALL REQUIREMENTS AND THE PROPOSAL TO ENSURE ACCURACY. ATTENDANCE AT THE RFP CONFERENCE IS HIGHLY ENCOURAGED.

Vendors shall carefully examine the entire RFP and any addenda thereto, all related materials and data referenced in the RFP or otherwise available and shall become fully aware of the nature of the request and the conditions to be encountered in performing the requested services.

If Vendors discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP, Section 3.3, without divulging the source of the request for same.

If a Vendor fails to notify HCJFS prior to November 26, 2012 of an error in the RFP known to the Vendor, or of an error which reasonably should have been known to the Vendor, the Vendor shall submit its proposal at the Vendor's own risk. If awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

HCJFS may modify this RFP no later than November 30, 2012 by issuance of one or more addenda to all parties who registered for the RFP Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Vendors who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Vendors who

registered for the RFP Conference. All addenda to the RFP will be posted to <http://www.hcjfs.hamilton-co.org> and <http://www.bidsync.com>.

3.9 Availability of Funds

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Contract. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Vendor hereunder, HCJFS reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Contract, without change to the terms and conditions of the Contract; or
2. Issue a notice of intent to terminate the Contract.

HCJFS will notify Vendor at the earliest possible time of such decision. No penalty shall accrue to HCJFS in the event either of these provisions is exercised. HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

4.0 Submission of Proposal

Vendor must certify the proposal and pricing will remain in effect for 180 days after the proposal submission date.

4.1 Preparation of Proposal

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

4.2 Cost of Developing Proposal

The cost of developing proposals is entirely the responsibility of the Vendor and shall not be chargeable to HCJFS under any circumstances. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at Vendor's expense.

4.3 False or Misleading Statements

If, in the opinion of HCJFS, such information was intended to mislead HCJFS, in its evaluation of the proposal, the proposal will be rejected.

4.4 Delivery of Proposals

One (1) signed original proposal and eight (8) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than the deadline listed in Section 3.1 Program Schedule. ***Proposals received after this date and time will not be considered.*** If Vendor is not submitting the proposal in person, Vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

It is absolutely essential that Vendors carefully review all elements in their final proposals. Once received, proposals cannot be altered; however, HCJFS reserves the right to request additional information for clarification purposes only.

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

- A. award a contract for one or more of the proposed services;
- B. award a contract for the entire list of proposed services;
- C. reject any proposal, or any part thereof; and
- D. waive any informality in the proposals.

The recommendation of HCJFS staff and the decision by the HCJFS Director shall be final. Waiver of an immaterial defect in the proposal shall in no way modify the RFP documents or excuse the Vendor from full compliance with its specifications if Vendor is awarded the contract.

4.6 Evaluation and Award of Contract

The review process shall be conducted in four stages. Although it is hoped and expected that a Vendor will be selected as a result of this process, HCJFS reserves the right to discontinue the procurement process at any time.

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by the deadline listed in Section 3.1 Program Schedule will be performed to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Registry for RFP
- B. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than the deadline listed in Section 3.1 Program Schedule and according to instructions.

Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.

- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1;
- E. Responses to System and Fiscal Administration Components, Section 2.2.2;
- F. Completed Budgets, Section 2.3;

Stage 2. Evaluation Committee Review

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be comprised of HCJFS staff and other individuals designated by HCJFS. Review Committee shall evaluate each Vendor's proposal using criteria developed by HCJFS. Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

Inadequate – Vendor did not respond to the questions or the response reflects a lack of understanding of the requirements.

Minimally Acceptable – Vendor demonstrates a minimal understanding of the requirements and demonstrates some strengths, but also demonstrates some deficits.

Good – Vendor's response reflects a solid understanding of the issues and satisfies all the requirements.

Excellent – Vendor's response is complete and exceeds all requirements.

Stage 3 Other Materials

- Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review and incorporated into the overall rating for the proposal. Review Committee may request information from sources other than the written proposal to evaluate Vendor's programs or clarify Vendor's proposal. Other sources of information may include but are not limited to the following:

- A. Written responses from Vendor to clarify questions posed by Review Committee. Such information requests by Review Committee and Vendor's responses must always be in writing;
- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or concerns are adequately addressed. The primary presentation must include Vendor's key program personnel. HCJFS reserves the right to video tape the presentations.

Stage 4 Evaluation

Final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 10% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 75% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 5% of the total evaluation score.

If HCJFS determines that is not necessary to conduct a Stage 3 review, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 10% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 80% of the total evaluation score.

4.7 Proposal Selection

Proposal selection does not guarantee a contract for services will be awarded. The selection process includes:

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Contract. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Vendor(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Vendor to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Vendor.
- D. If HCJFS and selected Vendor are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful proposer are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Vendor. In such event, HCJFS reserves the right to select another Vendor from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Qualified Vendors passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Vendor wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Vendor and be addressed to the HCJFS Contact Person at the address listed in Section 3.2.

Certified or registered mail must be used unless the request is delivered in person, in which case the Vendor should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Vendor's non-selection.

4.9 Public Records

Hamilton County is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. In the event Vendor provides Hamilton County with any material or information which Vendor deems to be subject to exemption under the Ohio Public Records Act, Vendor shall clearly identify and mark such documents accordingly before submitting them to Hamilton County. If Hamilton County is requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Hamilton County will notify Vendor of that fact. Vendor shall promptly notify Hamilton County, in writing, that either a) Hamilton County is permitted to release these documents, or b) Vendor intends to take immediate legal action to prevent its release to a third party. A failure of Vendor to respond within five (5) business days shall be deemed permission for Hamilton County to release such documents.

**ATTACHMENT A
PROPOSAL COVER SHEET FOR
WIA ADULT SERVICES
RFP #SC0512-R**

Name of Provider : _____

Provider Address: _____
Include city, state and zip code

Contact Person : _____
(Please Print or type name) *Title*

Phone Number: _____ Fax Number: _____ E-Mail: _____

Additional Names: Provider must include names of individuals authorized to negotiate with HCJFS

Person(s) authorized to negotiate with HCJFS:

(1) Name: _____ Title: _____
(Please Print) *(Please Print)*

Phone Number: _____ Fax Number _____ E-Mail: _____

(2) Name: _____ Title: _____
(Please Print) *(Please Print)*

Phone Number: _____ Fax Number: _____ E-Mail: _____

LOCATION OF PROPOSED SERVICE: () In the community () at the One Stop

Initial Term: 1/1/13 – 12/31/13	Renewal Year One: 1/1/14 – 12/31/14	Renewal Year Two: 1/1/15 – 12/31/15
Proposed Voucher Fee \$ _____	Proposed Voucher Fee \$ _____	Proposed Voucher Fee \$ _____

Certification: I hereby certify the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document.

Signature - Authorized Representative Title Date

Signature – Financial Officer Title Date

++Please see back of form for checklist to verify everything required to be submitted is included.

Proposal Submission Checklist
For
WIA Foster Care Youth Services
Bid No: RFP SC0112R

Please use the checklist below to ensure all items and actions necessary to have your proposal accepted are completed.

- _____ A) Registered for RFP Process on or before December 7, 2012 by 3:00 p.m.
- _____ B) Proposal is to be submitted by 11:00 a.m. on December 14, 2012
- _____ C) Cover sheet is to be signed and all sections are to be completed in full, Section 2.1
- _____ D) Responses to Program Components, Section 2.2.1 are included
- _____ E) Responses to System and Fiscal Administration components, Section 2.2.2 are included
- _____ F) Budget completed correctly, Section 2.3 (hard copy included with proposals)
- _____ G) Soft copy of the budget sent to the Contact Person on or before due date of proposals (December 14, 2012). Soft copy completed in Excel format, Section 2.3
- _____ H) Budget Narrative explains the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget, budget narrative must be completed for initial contract term and one for one year renewal option. (total of 2) Section 2.3
- _____ I) Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel)
- _____ J) Personnel Qualifications are included, Section 2.5

ATTACHMENT B

Contract # _____

**HAMILTON COUNTY
DEPARTMENT OF JOB & FAMILY SERVICES
PURCHASE OF SERVICE CONTRACT**

This Contract is entered into on _____ between the Board of County Commissioners of Hamilton County, Ohio (“BOCC”) on behalf of the Hamilton County Department of Job & Family Services (hereinafter “HCJFS”) and **Name of Vendor**, (Hereinafter “Vendor”) with an office at XXXXXXXXXXXX, whose telephone number is (513) XXX-XXXX for the purchase of **WIA Adult Services**.

1. TERM

The Contract term shall commence on **January 1, 2013** or the date which this Contract is executed by the Board of County Commissioners, Hamilton County, Ohio, whichever is later and shall expire twelve (12) months from that date, unless otherwise terminated or extended by formal agreement.

The total amount of the Contract can not exceed **\$00,000.00** over the life of this Contract.

This Contract may be renewed, at the option of HCJFS for two (2) additional one (1) year terms (the “Optional Renewal Term”). The total amount of the Optional Renewal Term shall not exceed **\$000,000.00** over the life of Optional Renewal Term. HCJFS shall give the Vendor written notice at least ninety (90) days prior to the expiration of the Initial Term, of its intention to enter into the Optional Renewal Term.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Vendor agrees to perform Workforce Investment Act (WIA) Youth services as more particularly described in Exhibit I, Request for Proposal, and Exhibit II, Vendor’s Proposal. The parties agree that a billable unit of service is defined in Exhibit I – Request for Proposal.

1. Exhibit I – Request for Proposal;
2. Exhibit II – Vendor’s Proposal;
3. Exhibit III – Budget;
4. Exhibit IV – Scope of Service
5. Exhibit V – WIA Services Monthly Expenditure Report; and
6. Exhibit VI – Release of Personnel Records and Criminal Records Check

ATTACHMENT B

B. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through VI as defined in 2.A. EXHIBITS above. This Contract and all exhibits are intended to supplement and compliment each other and shall, where possible, be so interpreted. However, if any provisions of this Contract irreconcilably conflict with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

1. Exhibit I – Request for Proposal;
2. Exhibit IV– Scope of Service
3. Exhibit III – Budget; and
4. Exhibit II – Vendor’s Proposal

C. VENDOR RESPONSIBILITY

1. Required Documentation and Reporting: Records of all service provided to all individuals in the contracted program(s) (whether reimbursed by this Contract or not) and all the expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed, or will be recovered through the audit process.

Vendor agrees that it will not be paid/reimbursed for any service or expenses for which Vendor has not maintained the proper records and documentation. Vendor agrees that this provision also applies to records and documentation which are the subject of any audit. For purposes of this Contract “Proper” documentation of service provided is as follows:

- **copy of voucher**
- **amount of goods purchased**
- **receipt for goods purchased**
- **proof of payment for goods purchased**

2. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Vendor to furnish HCJFS with reports as requested. HCJFS may exercise this right without a Contract amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
3. Vendor must report financial, Consumer, and performance data in accordance with instructions supplied by HCJFS. Financial reports must include any income or profits earned, including such income or profits earned by sub-recipients, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.
4. Vendor must report expenditures and program income, including any profits earned, on the accrual basis of accounting and cumulative by fiscal year of appropriation. If the Vendor’s accounting records are not normally kept on the accrual basis of accounting, the Vendor must develop accrual information through analysis of the documentation on hand.

ATTACHMENT B

5. Vendor agrees to work with the Southwest Ohio Regional Workforce Investment Board (the "SWORWIB") consistent with the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area executed by and between the Board of County Commissioners, Hamilton County, Ohio and the City of Cincinnati effective July 1, 2004.
6. The Vendor agrees that the compensation amount in Section 3, BILLING AND PAYMENT is the full payment for service. No fees or additional cost shall be charged to any WIA youth for the Contract service without the express approval of Area #13. Such approval must be made by way of a Contract amendment.

3. BILLING AND PAYMENT

A. Expense Reimbursement – For services rendered during this Contract, Vendor shall be reimbursed for One Hundred Percent (100%) of its incurred expenses for items such as uniforms; tools; shoes; gas cards; bus passes, etc). Notwithstanding the above, such expense reimbursement shall be limited to those expenses for which Vendor has submitted proper verification as a part of its invoice. Proper verification consists of the voucher, invoice, the amount spent on the goods, invoice for the goods purchased, proof of payment

B. Voucher fee Reimbursment

This fee must be invoiced at the same time and on the same invoice as the expense reimbursement. Vendor warrants and represents that the Budget, Exhibit III, **submitted as a part of its Proposal, Exhibit II**, is based upon current financial information and projections of costs needed to calculate the voucher fee. Vendor shall be reimbursed a voucher fee for each **voucher managed by the Vendor that results in an incurred service delivery and related cost.**

C. Billing and Payment – Original invoices, signed by Vendor, will be sent each month to HCJFS, acting as the Fiscal Agent for HCJFS, within thirty (30) days of the end of the service month. Vendor shall make all reasonable efforts to include all service provided during the service month on the invoice.

HCJFS reserves the right to withhold payment until such time as requested and/or required reports are received.

1. HCJFS, will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.

ATTACHMENT B

2. For accurate invoices which are received timely, HCJFS, acting as the Fiscal Agent for HCJFS, will make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services authorized and referred.
 3. Invoices are to be submitted each month with only one (1) month of service being recorded on each invoice. All invoices must contain backup documentation to allow HCJFS to verify all expenses set forth on such invoice. Proper expense documentation includes copies of all invoices, payroll registers, etc. used to generate a dollar amount of expense for each line set forth on invoice.
- D. Vendor will indicate the purchase order and vendor number on all invoices submitted for payment.
- E. Vendor warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
 2. bonding costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
 12. losses on other contracts;
 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;
 15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;

ATTACHMENT B

22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
 23. major losses incurred through the lack of available insurance coverage; and
 24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.
- F. Vendor warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.
- G. Vendor warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Vendor to other sources of public funds for the same service.

4. ELIGIBILITY FOR SERVICES

Vendor agrees that it is responsible for determining eligibility for WIA Youth Services under the Title IB Youth Allocation in accordance with the rules and regulations set forth in the WIA legislation. A participant is defined in federal statute, and in this contract as “An individual who has been registered pursuant to 20 CFR 663.105, has been determined eligible and is receiving services (except for follow up services) under a program or activity authorized by Title I of the Workforce Investment Act of 1998.”

5. AVAILABILITY AND RETENTION OF RECORDS

- A. Vendor agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Vendor under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Vendor in the performance of this Contract are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS or HCJFS, Acting as Fiscal Agent for HCJFS, by Vendor, along with copies of all deliverables submitted to HCJFS or HCJFS pursuant to this Contract, will be retained and made available by the Vendor for inspection and audit by HCJFS and/or HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Vendor shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Vendor agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Vendor further agrees to maintain the confidentiality of all

ATTACHMENT B

clients and families served. No information on clients served will be released for research or other publication without the express written consent of HCJFS.

- C. Vendor agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Vendor agrees that each financial transaction shall be fully supported by appropriate documentation. Vendor further agrees that such documentation shall be available for examination.

6. NO ASSURANCES

Vendor acknowledges that, by entering into this Contract, HCJFS is not making any guarantees or other assurances as to the extent, if any, that HCJFS will utilize Vendor's services or purchase its goods. In this same regard, this Contract in no way precludes, prevents, or restricts Vendor from obtaining and working under additional contractual arrangement(s) with other parties, assuming the contractual work in no way impedes Vendor's ability to perform the services required under this Contract. Vendor warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to provide the goods or perform the services under this Contract.

7. NON-EXCLUSIVE

This is a non-exclusive Contract, and HCJFS may purchase the same or similar item(s) from other Vendors at any time during the term of this Contract.

8. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts Vendor from obtaining and working under an additional contractual arrangement(s) with other parties aside from HCJFS, assuming that the contractual work in no way impedes Vendor's ability to perform the services required under this Contract. Vendor warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to perform the services under this Contract.

Vendor further agrees that there is no financial interest involved on the part of HCJFS and its respective officers and employees, Hamilton County Board of County Commissioners, employees of Hamilton County or the City of Cincinnati involved in the development of the specifications or the negotiation of this Contract. Vendor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a HCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract. Vendor will report the discovery of any potential conflict of interest to HCJFS. Should a conflict of interest be discovered during the term of this Contract, HCJFS may exercise any right under the Contract including termination of the Contract.

ATTACHMENT B

Vendor further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921, and the Ohio Administrative Code Chapter 5101. By signing this Contract, Vendor certifies to be in compliance with these provisions.

9. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Vendor without the prior written approval of HCJFS. Vendor may not subcontract any of the services agreed to in this Contract without the express written consent of the HCJFS. At the time of Contract signing, Vendor warrants that Vendor has a signed Contract with all approved subcontractors or will execute a signed Contract with all approved subcontractors within thirty (30) days of execution of Vendor's Contract with HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract, including the insurance requirement in which The City of Cincinnati, the Southwest Ohio Region Workforce Investment Board, the Hamilton County Board of County Commissioners, the Hamilton County Department of Job and Family Services and the Vendor are listed as additional insured. Vendor agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract are being met.

Notwithstanding any other provisions of this Contract that would afford Vendor an opportunity to cure a breach, Vendor agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day prior written notice. Vendor must notify HCJFS within one (1) business day when Vendor knows or should have known that the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Vendor will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Vendor is terminated. Vendor shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Vendor shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Vendor is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

10. GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

11. INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

ATTACHMENT B

Vendor acknowledges and agrees that only staff from the Contract Services Section of HCJFS may implement contract changes. In no event will an oral agreement with HCJFS or HCJFS be recognized as a legal and binding change to the Contract.

12. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

13. TERMINATION

A. Termination for Convenience

1. By HCJFS:

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon Vendor Thirty (30) calendar days prior to the effective date of termination.

2. By Vendor:

This Contract may be terminated by Vendor upon notice, in writing, delivered upon HCJFS Thirty (30) calendar days prior to the effective date of termination.

B. Termination for Cause by HCJFS

If Vendor fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Vendor otherwise materially breaches this Contract, HCJFS may consider Vendor in default. HCJFS agrees to give Vendor thirty (30) days written notice specifying the nature of the default. Vendor shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default. HCJFS is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Vendor fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Vendor.

If Vendor fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this Contract.

For purposes of the Contract, material breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A material breach shall not include an act or

ATTACHMENT B

omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Contract.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect or a Consumer, iv) unethical business practices or procedures; and v) any other event that HCJFS deems harmful to the well being of a Consumer; HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Vendor.

C. Effect of Termination

1. Upon any termination of this Contract, Vendor shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Vendor.

2. Vendor, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

Vendor shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Vendor. HCJFS may withhold any compensation to Vendor for the purpose of off-set until such time as the amount of damages due HCJFS from Vendor is agreed upon or otherwise determined.

14. COMPLIANCE

Vendor certifies that Vendor and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Code of Federal Regulations cites including, but not limited to 2CFR Part 215 (OMB A-110), 2CFR Part 225 (OMB A-87), 2CFR Part 230 (OMB A-122), and 2CFR Part 220 (OMB A-21), state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Vendor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Vendor's employees.

15. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. In carrying out this Contract, Vendor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of

ATTACHMENT B

1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Vendor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Vendor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

- B. Vendor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Vendor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Vendor.
- C. Vendor will incorporate the foregoing requirements of this Section in all of its subcontracts.
- D. Vendor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

16. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

Vendor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated there under. Vendor further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS consumer in its performance of this Contract on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Vendor further agrees to comply with OAC 5151:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Vendor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, Consumers shall not be required to pay for such assistance.

ATTACHMENT B

17. VENDOR SOLICITATION OF HCJFS EMPLOYEES

Vendor warrants that for one (1) calendar year from the beginning date of this Contract with HCJFS, Vendor will not solicit HCJFS employees to work for Vendor. The term "Vendor" includes all Vendor staff.

18. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with Vendor in the conduct of the provisions of this Contract. Vendor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on HCJFS, HCJFS or its Board of County Commissioners.

19. DISCLOSURE

Vendor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Vendor has with an HCJFS employee, employee's business, or any business relationship or financial interest that an HCJFS employee has with Vendor or in Vendor's business.

20. WAIVER

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

21. NO ADDITIONAL WAIVER IMPLIED

If HCJFS or Vendor fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

22. CONFIDENTIALITY

Vendor agrees to comply with all federal and state laws applicable to HCJFS and/or consumers of HCJFS concerning the confidentiality of HCJFS's consumers. Vendor understands that any access to the identities of any HCJFS consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Vendor agrees that the use or disclosure of information concerning HCJFS consumers for any purpose not directly related to the administration of this Contract is prohibited. Vendor will ensure that all consumer

ATTACHMENT B

documentation is protected and maintained in a secure and safe manner whether located in Vendor's office or taken out of Vendor's office.

23. AUDIT RESPONSIBILITY

- A. Vendor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.

Vendor agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Vendor recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. When an overpayment is identified and the overpayment cannot be repaid in one month, Vendor will be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the "Repayment Agreement"). If payments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days will be cancelled and will not be re-issued. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding.

HCJFS may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment to the Repayment Agreement that will be signed by all parties. An amendment to the Repayment Agreement may also be processed if any additional changes or issues develop or need to be addressed.

- B. Vendor shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Vendor agrees to give HCJFS a copy of Vendor's most recent annual report, most recent annual independent audit report and any report associated management letters.
- C. HCJFS reserves the right to evaluate programs of contracted Vendors. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and consumers. Such evaluations will be deemed at Vendor's own time and expense.
- D. To the extent applicable, Vendor will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Vendor should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

ATTACHMENT B

24. WARRANTIES AND REPRESENTATIONS

Vendor warrants and represents that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

Vendor warrants and represents that at all times during the contract term, Vendor shall maintain in good standing, any license or certification required for Vendor's performance in carrying out the terms of this Contract. Additionally, Vendor shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.

Vendor warrants that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.

Vendor warrants and represents that they have followed the procurement and bidding practices set forth in the Administrative Procedure Manual ("APM"), Chapter 4000, Ohio Administrative Code Sections 5101:9-4-01, 5101:9-4-02, 5101:9-4-04, 5101:9-4-06, 5101:9-4-07, and 45 CFR part 92.

25. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by the Vendor hereunder, the products or services directly involved in the performance of that function might be terminated by HCJFS at the end of the period for which funds are available.

HCJFS will notify the Vendor at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to HCJFS in the event this provision is exercised, and HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

26. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Vendor shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS's property or employees which are necessary to Vendor's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

Vendor shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents Vendor from carrying out its obligations contained herein.

ATTACHMENT B

27. COORDINATION

Vendor will advise HCJFS of any significant fund raising campaigns contemplated by the Vendor within Cincinnati and Hamilton County for supplementary operating or capital funds during the term of this Contract so that the same may be coordinated with any planned promotion of public or private funds by HCJFS for the benefit of this and other agencies within the community.

28. LEGAL ACTION

Any legal action brought pursuant to the Contract will be filed in the courts located in Hamilton County, Ohio and Ohio law will apply.

29. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Vendor agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

By entering into this Contract, Vendor acknowledges and understands that records maintained by Vendor pursuant to this Contract may be deemed public record and subject to disclosure under Ohio law. Vendor shall comply with the Ohio public records law.

30. DRUG-FREE WORKPLACE

Vendor certifies and affirms that Vendor will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 76, Subpart F. Vendor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

31. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Vendor agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. Vendor also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to HCJFS consumers.

ATTACHMENT B

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Vendor will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the HCJFS Communications Director, unless Vendor is required to release requested information by law. HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Vendor's performance under the Contract. Except where HCJFS approval has been granted in advance, the Vendor will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Vendor to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities.

If contacted by the media about this Contract, Vendor agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Vendor from using contract information and results to market to specific clients or prospects.

33. AMENDMENTS

This writing constitutes the entire agreement between Vendor and HCJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Vendor and HCJFS; however, it is agreed by Vendor and HCJFS that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Vendor and HCJFS and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.

34. INSURANCE

Vendor agrees to procure and maintain for the term of this Contract the insurance set forth herein. The cost of all insurance shall be borne by Vendor. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-: VII. Vendor shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

ATTACHMENT B

1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Bidder purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Vendor further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County

ATTACHMENT B

Commissioners, Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies.”

3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

4. Vendor shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor’s obligation to maintain such insurance.

5. Vendor shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Vendor shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

6. If Vendor provides insurance coverage under a “claims-made” basis, Vendor shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Vendor was under Contract with the County on behalf of HCJFS.

7. Vendor will require all insurance policies in any way related to the work and secured and maintained by Vendor to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Vendor will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.

ATTACHMENT B

8. Vendor, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

9. Vendor's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Vendor's insurance and shall not contribute to it.

10. If any of the work or Services contemplated by this Contract is subcontracted, Vendor will ensure that any subcontractors comply with all insurance requirements contained herein.

35. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Vendor agrees to protect, defend, indemnify and hold harmless the County, HCJFS and their respective members, officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgements and expenses, subrogation's (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Contract including, without limitation, by Vendor, its subcontractor(s), Vendor's or its subcontractor's (s') employees and agents, assigns, and those designated by Vendor to perform the work or services encompassed by the Contract. Vendor agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

36. SCREENING AND SELECTION

A. Criminal Record Check:

Vendor warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Vendor will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Vendor shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit V, to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

ATTACHMENT B

Vendor shall not assign any individual to work with or transport Consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.

Vendor shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

1. an annual satisfactory Bureau of Motor Vehicle (“BMV”) transcript from the State of Ohio;
2. an annual satisfactory BMV transcript from the individual’s state of residence; and
3. a current and valid driver’s license.

In addition to the requirements set forth above, Vendor will not permit any individual to transport a Consumer if:

1. the individual has a condition which would affect safe operation of a motor vehicle;
2. the individual has five (5) or more points on his/her driver’s license; or
3. the individual has been convicted of driving while under the influence of alcohol or drugs.

C. Verification of Job or Volunteer Application

Vendor will check and document each applicant’s personal and employment references, general work history, relevant experience, and training information. Vendor further agrees it will not employ an individual to provide services in relation to this Contract unless it has received satisfactory employment references, work history, relevant experience, and training information.

37. LOBBYING

During the life of the Contract, Vendor warrants that Vendor has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Vendor further warrants that Vendor shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination

ATTACHMENT B

notice in accordance with the terms of this Contract. If Vendor fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

38. GRIEVANCE PROCESS

Vendor will notify HCJFS in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this Contract. Vendor shall submit any and all facts pertaining to the grievance and the resolution of the grievance. The monthly report will be submitted to the assigned Contract Manager.

Vendor will post the grievance policy and procedure in a public or common area at each contracted site so all participants are aware of the process.

39. PROPERTY OF HCJFS

Any Deliverable provided or produced by Vendor under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of HCJFS which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Vendor will not obtain copyright, patent, or other proprietary protection for the Deliverables. Vendor will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for HCJFS and Vendor to use such copyrighted matter in the manner provided herein. Vendor agrees that all Deliverables will be made freely available to the general public unless HCJFS determines that, pursuant to state or federal law; such materials are confidential or otherwise exempted from disclosure.

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to HCJFS, then Vendor agrees to and by executing this Agreement hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverable(s) under this Agreement does not affect Vendor's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Vendor prior to or as a result of this Contract or that are generally known and available.

40. DEBARMENT AND SUSPENSION

County family services agency and workforce development agency procedures must include requirements to ensure that no contracts are entered into with or purchases made from a person or entity which is debarred or suspended or is otherwise ineligible for participation in federal assistance programs under Executive Order 12549, debarment and suspension, and other applicable regulations and statutes, including 7 C.F.R. Part 3017, 29 C.F.R. Part 97, and 45 C.F.R. Part 76. Vendor will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of the Vendor being

ATTACHMENT B

imposed or contemplated by the federal, state or local government agency. Vendor will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

41. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants and represents that Vendor shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

42. FAITH BASED ORGANIZATIONS

Vendor agrees that it will perform the duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity 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 Consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Vendor. If any Consumer objects to the religious character of the organization, Vendor will immediately refer the individual back to HCJFS for an alternative Vendor.

43. CHILD SUPPORT ENFORCEMENT

Vendor agrees to cooperate with HCJFS, ODJFS and any other Child Support Enforcement Agency in ensuring that Vendor's employees meet child support obligations established under state law. Further, by executing this Contract, Vendor certifies present and future compliance with any order for the withholding of support that is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

44. NON-RESTRICTION

Vendor agrees that in the event this Contract is terminated, whether for convenience or breach, HCJFS will not be restricted in any manner from contracting directly with any or all of the Vendors/partners involved in this project. Vendor shall not include language in any subcontracts that prohibits or restricts said contractors from working with HCJFS, in any capacity.

ATTACHMENT B

45. HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Lisa Willwerth	946-2392	Contract Services	Contract changes, contract language, Contract budget, audits
Dawn Shorten	946-	Fiscal	Billing and payment
		HCJFS Workforce Investment Board, Youth Services	
Kevin Holt	946-1840	Workforce Development	TBA

46. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30). Vendor understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30) must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

47. ENERGY POLICY AND CONSERVATION ACT

Vendor agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

48. CONTRACT CLOSEOUT

At the discretion of HCJFS, a Contract Closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the Contract Closeout is to verify there are no outstanding claims or disputes and to ensure all required forms; reports and deliverables were submitted to and accepted by HCJFS in accordance with contract requirements.

49. DECLARATION OF PROPERTY TAX DELINQUENCY

As part of its submitted proposal, Vendor completed a notarized Declaration of Property Tax Delinquency form, which states the Vendor was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Vendor was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form has

ATTACHMENT B

been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment F to Exhibit nn, Vendor's Proposal.

Vendor further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Vendor understands and agrees that payment will be withheld for any services rendered during such renewal term until this requirement has been met.

50. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

Vendor affirms that Vendor, its principals, affiliated groups, or persons with a controlling interest in Vendor's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

In accordance with ORC 2909.32(A)(2)(b), Vendor agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, attached hereto and incorporated herein as Attachment G to Exhibit nn, Vendor's Proposal. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is considered a Material Breach of this Contract and a felony of the fifth degree.

Vendor further agrees it will complete a notarized Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization prior to the commencement of any renewal term. Vendor understands and agrees that payment will be withheld for any services rendered during such renewal term until this requirement has been met.

51. WIA RULES AND REGULATIONS

Vendor acknowledges that funding for this Contract is provided pursuant to the Workforce Investment Act (WIA). Vendor agrees to accommodate all reasonable requests by HCJFS in complying with any rules, regulations, and pronouncements required by federal and state officials in their administration of the WIA. Vendor further agrees to follow all federal and state rules and regulations applicable to the WIA and WIA funding.

52. QUALIFICATIONS TO CONDUCT BUSINESS

Vendor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at anytime during the Agreement period Vendor, for any reason, becomes disqualified from conducting business in Ohio, Vendor will immediately notify HCJFS in writing and will immediately cease performance of the activities set forth in the Contract.

ATTACHMENT B

53. UNFAIR LABOR PRACTICES

Vendor affirms that neither Vendor nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify Vendor as having more than one (1) unfair labor practice contempt of court finding.

54. MISCELLANEOUS PROVISIONS

- A. If applicable, Vendor agrees to comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

- B. If applicable, Vendor agrees to comply with the provisions of the Hatch Act (U.S.C. 15011508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- C. If any Contract activities call for services to minors, Vendor agrees to comply with the Pro-Children Act of 1994; Public Law 103-227 that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

ATTACHMENT B

The terms of this contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2012.

Vendor or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____

County Administrator
Hamilton County, Ohio

Recommended By:

_____ Date: _____

Moira Weir, Director
Hamilton County Department of Job & Family Services

Approved as to form:

By: _____ Date: _____

Prosecutor's Office
Hamilton County, Ohio

Prepared By: _____

Checked By: _____

Approved By: _____

Declaration of Property Tax Delinquency
(ORC 5719.042)

I, _____, hereby affirm that the Proposing Organization herein, _____, is ____ / is not ____ (**check one**) charged at the time of submitting this proposal with any delinquent property taxes on the general tax list of personal property of the County of Hamilton.

If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is \$_____.

State of Ohio
County of Hamilton

Before me, a notary public in and for said County, personally appeared _____, authorized signatory for the Proposing Organization, who acknowledges that he/she has read the foregoing and that the information provided therein is true to the best of his/her knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____, Ohio this _____ day of _____ 20____.

Notary Public

REGISTRATION FORM

RFP: SC0512-R, WIA Adult Services, December 7, 2012

All inquiries regarding this RFP are to be in writing and are to be mailed, email or faxed to:

**Sandra Carson
Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202
Fax#: (513) 946-2384
Email: carsos01@jfs.hamilton-co.org**

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no bidder may contact any HCJFS, county official, employee, project team member or evaluation team member.* Providers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this RFP. **Inappropriate contact may result in rejecting of the Providers Proposal, including attempts to influence the RFP process, evaluation process or the award process by Providers who have submitted bids or by others on their behalf.**

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the Provider's Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **December 7, 2012.**

DATE:	
COMPANY NAME:	
ADDRESS:	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING PROVIDERS CONFERENCE:	
SIGNATURE:	

Registration helps insure that providers will receive any addenda to or correspondence regarding this RFP in a timely manner. The HCJFS will not be responsible for the timeliness of delivery via the U.S. Mail.

Please fax this completed page to HCJFS Contract Services at (513) 946-2384.