

REQUEST FOR PROPOSALS FOR GRAPHIC DESIGN SERVICES

RFP #SC02-21R

Issued by THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES 222 E. CENTRAL PARKWAY CINCINNATI, OHIO 45202 February, 2021

Deadline for Proposal Registration: February 12, 2021 no later than noon

Deadline for Questions Received from Bidders: February 19, 2021 no later than noon

Due Date for Proposal Submission: On or before March 12, 2021 no later than 11:00 a.m.

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REQUEST FOR PROPOSAL (RFP) FOR GRAPHIC DESIGN SERVICES

MISSION STATEMENT

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

1.0 REQUIREMENTS AND SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award Contracts for these services to multiple Providers and to award Contracts for all or any portion of the services requested herein. The Contract(s) shall be for an initial term of one (1) year ("Initial Term") with four (4) one (1) year optional renewal years ("Optional Renewal Terms") at the sole discretion of HCJFS based upon the nominally satisfactory performance of the selected bidder.

If at any time during the Initial Term or any Optional Renewal Term, HCJFS determines that service capacity needs to be expanded HCJFS may re-release this RFP. Any contracts awarded from a re-issued RFP(s) will expire at the same time as the contracts awarded under the initial RFP. All proposals submitted as a part of a re-released RFP will be subject to and evaluated based upon the same criteria set forth in the initial RFP (plus any addenda issued as a part of the initial RFP).

1.2 Scope of Service

Hamilton County Job & Family Services seeks to contract with a graphic design firm or individual to manage ongoing graphic design projects, for approximately 20 hours per month on average (depending on agency needs and hourly costs).

The services will be accessed by all departments within HCJFS. Graphic Design services are needed for projects such as agency annual reports, logos and brochures. Bidder shall be versatile in using graphic tools. Bidder shall submit samples of designs with bid.

Submitted bids should include prices for one (1) initial year and four (4) one (1)-year optional renewal terms. Vendor shall complete the cost sheet (Attachment C) and HCJFS will reimburse the selected Vendor its cost for such services. Vendor shall provide HCJFS with copy of the invoice for Delivery/Shipping costs. Costs for Copies/Proofs shall be no charge to HCJFS if produced at selected Vendor's location. If produced at another location, HCJFS will reimburse Vendor its direct cost for such copies/proofs produced at another location.

1.2.1 Service Components and Business Deliverables

On all graphic design services, Vendor shall:

- Collaborate with Communications staff to establish art direction and concept design, design and production, project management, and editing. Timelines and final designs will be approved by the Chief Communications Officer.
- 2. Have the ability to complete graphic art, design work, page design with original and stock.
- 3. Conceptualize, design, and deliver time-sensitive graphic design material in print and web-based formats to include:

Program Logos — complementary to branding

Signage — primarily indoor wayfinding

Promotional collateral — e.g. coffee sleeves, banners, street stickers, etc.

Print — Brochures, posters, fliers, invitations

Greeting cards — birthday, thank you

Digital — graphic content/visualizations

Advertising — Billboards, Print

Electronic newsletter templates

Other projects as needed

- If materials and graphics utilized are not 100% original, the Contractor must certify images, illustrations or wording submitted are copyright free without violation of any copyright law.
- 5. Have the capacity to provide services for 12 months upon contract approval for approximately 20 hours per month.
- Upon acceptance of each design or concept, JFS will retain all intellectual property rights.

Proposals (digital submissions only) must include, at a minimum, the following information:

- 1. **Examples of Quality of Work.** Provide examples of relevant past projects and a portfolio of prior work and materials pertinent to providing the Services.
- Proposed Fees/Expenses. Proposals shall clearly state all fees and expenses to be charged in the performance of all Services:
 - A. **If based on an hourly rate**, provide the hourly rates to be charged for the Contractor and optionally for each individual who would be assigned to provide Services. Alternatively, provide a blended rate for the delivery of all Services.
 - B. **Provide an explanation if fees** will be calculated on any other basis. Itemize the type of expenses (other than fees) for which the Contractor would seek reimbursement.
 - C. The maximum annual amount charged for Services may not exceed \$18,000.

Vendors must possess the following qualifications:

- 1. Minimum of five (5) years' experience providing the services described in this RFP.
- 2. Experience with nonprofit and government agency work, particularly in social services.
- 3. Able to work effectively, often under tight deadlines, and deliver a quality product in a professional manner.
- 4. Demonstration of a solid understanding of the scope and nature of the work, as well as outstanding technical expertise and excellence in customer service.
- 5. Ability to work in a variety of file formats as needed that provide flexibility for easy modifications by JFS in-house.

In addition to addressing the above, Vendor must also respond to the following:

 Introduction – A short presentation of the individual or entity (company), including the structure of the company or resume for individuals. State the length of time the bidder has been in business and the type of graphic design services provided. This section should address the candidate's qualifications as outlined above and summarize their relevant background and experience.

- 2. **Portfolio** Provide at least five (5) examples of previous graphic design work (web links or URLs are preferable).
- 3. **Reference List** A list of at least three (3) references, including client name, organization, email and telephone contact information for similar work performed by the applicant.

1.3 Reserved

2.0 PROVIDER PROPOSAL

Due to the current coronavirus crisis, HCJFS will accept proposals via e-mail for this RFP. Please note the maximum file size for proposals being submitted is 24MB. Proposals should be sent to the RFP Contact Person at: sandra.carson@ifs.oh.gov

A. Electronic Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 300 pages.
- Proposal in a pdf format and the pages must be numbered from 1 ???.
- Each proposal must be written in twelve (12) point font.
- Budget in unlocked Excel format.

B. Proposal Organization

Proposals must contain all the specified elements of information listed below <u>without</u> <u>exception</u>, <u>including all subsections therein</u>:

- Section 2.1 Cover Sheet
- Section 1.2.1 Service Components and Business Deliverables
- Section 2.3 –Cost Considerations
- Section 2.4 Customer References
- Section 2.7 Declaration of Property Tax Delinquency
- Section 2.8 Proposal Documents

2.1 Cover Sheet

Each Provider 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 Provider 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 also include the proposed Training Cost for each type of training the Provider is proposing for Contract Years 1, 2, 3, 4 and 5. Provider is to make sure to include the

request for all rates for the original Contract period (year 1), and the 3 subsequent renewal period options (years 2, 3, 4 and 5).

2.2 Reserved

2.3 Cost Considerations

- A. HCJFS anticipates services will begin approximately April 1, 2021. Provider must submit a Cost Sheet for the Contract term that Provider understands will be used to compensate Provider for services provided. Cost Sheet must be submitted in the form provided as Attachment C. Contracts will be written for a one (1) year with four (4) optional renewal years.
- B. Provider must include all minimum times for payment.
- C. For the purposes of this RFP, "unallowable" program costs (detailed list is located in 2 CFR Part 200 Subpart E) include:
 - 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;
 - bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 - 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;
 - 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;
 - 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 Reserved

2.5 Reserved

2.6 Reserved

2.7 Declaration of Property Tax Delinquency

After award of a Contract, and prior to the time a Contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the Contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Contract, and no payment shall be made with respect to any Contract to which this section applies unless such statement has been so incorporated as a part thereof.

2.8 Proposal Documents

The following items are to be attached to the proposal:

Ownership, Annual Report, and Licensure

 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.

System and Fiscal Administration Components

1. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.

- Agency/Company History Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- 3. Subcontracts Submit a letter of intent from each subcontractor indicating its 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 and obligations as the Agency/Company.
- 4. 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.
- 5. Table of Organization Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company. In addition, please provide a list of all subsidiaries, affiliated companies, brother/sister companies and any other related companies as well as each company's major line of business.
- 6. Insurance and Worker's Compensation A current certificate of insurance, current endorsements and Worker's Compensation certificate.

Provider 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, Provider 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 Provider's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Provider or subcontractor or by anyone for whose acts any of them may be liable.

Certificates of Insurance

As a matter of proof of insurance, prior to the effective date of the Contract, Provider shall give the County and HCJFS the certificate(s) of insurance completed by Provider'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. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this Contract, as required by ORC 2744.05. Certificates are to be sent to the HCJFS Contract Specialist, 222 E. Central Parkway Cincinnati, Ohio 45202 and the Hamilton County Risk Manager, Room 707, 138 East Court Street Cincinnati, OH 45202 Fax: 513-946-4720.

- 7. Job Descriptions For all key business personnel who will be working with the program, to include: CFO, Director, Administrators, staff and Supervisors.
- 8. 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. QA manual need not be included.
- 9. Agency's/Company's Brochures A copy of the Agency's/Company's brochures which describe the services being proposed.
- 10. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM DELIVERY DATE

RFP Issued	February 12, 2021
Deadline for Receiving Final RFP Questions	February 19, 2021
Deadline for Issuing Final RFP Answers	February 26, 2021
Deadline for Registering for the RFP Process	February 19, 2021
Deadline for Proposals Received by RFP Contact Person	March 12, 2021
Anticipated Proposal Review Completed	Week of March 22, 2021
Anticipated Start Date	April 1, 2021

3.2 RFP Contact Person

RFP 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 & Family Services

222 East Central Parkway, 3rd floor

Cincinnati, Ohio 45202

<u>Hamil ContractServicesProcurement@jfs.ohio.gov</u>

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS FEBRUARY 19, 2021 NO LATER THAN NOON.

All interested Providers must complete Registration Form (see Attachment F) and e-mail the RFP Contact Person to register, leaving their name, company name, email address, fax number and phone number. The RFP Contact Person's e-mail address is Hamil ContractServicesProcurement@jfs.ohio.gov

3.4 RFP Questions

All registered Providers may submit written questions regarding the RFP or the RFP Process.

All communications being e-mailed are to be e-mailed only to the RFP Contact Person listed in Section 3.2.

- 1. No questions will be accepted after February 19, 2021, noon. The final responses will be faxed or e-mailed no later than February 26, 2021 by the close of business.
- 2. Only Providers who register for the RFP Process will receive electronic attachments and addenda.
- 3. The answers issued in response to such Provider 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 Providers who participate in the process in good faith. Behavior by Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with the RFP process. If an interested Provider or anyone associated with an interested Provider attempts any unauthorized communication, Provider's proposal is subject to rejection.

Individuals associated with this RFP and related 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 RFP Contact Person listed in Section 3.2.

Examples of unauthorized communications prior to the award of the contract, except to the RFP Contact Person listed in Section 3.2, including but are not limited to:

- A. Telephone calls;
- B. Letters, emails, social media contacts and faxes regarding the RFP process, anything related to the RFP or the RFP process; and
- C. Visits in person or through a third party attempting to obtain information regarding the RFP, anything related to the RFP or the RFP process.

Notwithstanding the above, there shall be no contact with anyone, including the RFP Contact Person after February 19, 2021 at 12:00 noon.

3.6 Provider Disclosures

Provider must disclose any pending or threatened court actions and claims brought by or against the Provider, 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 Provider 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.

Providers 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 Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later than December 10, 2020 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 Provider fails to notify HCJFS prior to February 19, 2021, noon of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the Contract, the Provider 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 by issuance of one or more addenda to all parties who registered for the RFP, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP. All addenda to the RFP will be posted to http://www.hcjfs.org

3.9 Availability of Funds

Contract awards are conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider, HCJFS reserves the right to exercise one of the following alternatives:

- A. Reduce the utilization of the services provided under the Contract, without change to the terms and conditions of the Contract; or
- B. Issue a notice of intent to terminate the Contract.

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

4.0 SUBMISSION OF PROPOSAL

Provider must certify the proposal and pricing will remain in effect for 365 calendar 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 Provider 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 Provider's expense.

4.3 False or Misleading Statements

If, in the opinion of HCJFS, information included within Provider's proposal was intended to mislead the County in its evaluation of the proposal, the proposal will be rejected.

4.4 Delivery of Proposals

Proposals must be e-mailed to the RFP Contact Person, Sandra Carson, at

<u>Hamil ContractServicesProcurement@ifs.ohio.qov</u> on or before March 12, 2021 no later than
11:00 a.m. *Proposals received after this date and time will not be considered.* A receipt will be issued for all proposals received.

It is absolutely essential that Providers 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 approval 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 Provider from full compliance with its specifications if Provider 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 Provider 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 e-mailed on or before March 12, 2021 no later than 11:00 a.m. and according to instructions. Proposals not received 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 1.2.1;
- E. Detailed Cost Sheet, Section 2.3;
- F. Responses to System and Fiscal Administration Components, Section 2.8.

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 Provider'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:

Does Not Meet Requirement	A particular RFP requirement was not addressed in the		
	Provider's proposal.		
Partially Meets Requirement	Provider's proposal demonstrates some attempt at meeting a		
	particular RFP requirement, but that attempt falls below an		
	acceptable level.		
Meets Requirement	Provider's proposal fulfills a particular RFP requirement in all		
	material respects, potentially with only minor, non-substantial		
	deviation.		
Exceeds Requirement	Provider's proposal fulfills a particular RFP requirement in all		
	material respects and offers some additional level of quality in		
	excess of HCJFS expectations.		

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 Provider's programs or clarify Provider's proposal. Other sources of information may include but are not limited to the following:

A. Written responses from Provider to clarify questions posed by Review Committee.

Such information requests by Review Committee and Provider'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 Provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits may be conducted with Providers as HCJFS deems necessary. Site visits will be held at the location where the services are to be provided.

Stage 4 Evaluation Scoring

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 1.2.1 Questions are worth 65% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 5% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 1.2.1 Questions are worth 75% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8

 Questions are worth 5% 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 Provider(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 Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider 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 Provider are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.
- F. If a proposal is selected with a Provider who has not yet received its licensure from the appropriate Board, the proposal will be disqualified unless the Provider receives its licensure within 60 days of acceptance of the proposal.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Providers who submitted Qualified Proposals, who wish to obtain clarifying information regarding their non-selection. If a Provider 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 Provider and be addressed to the RFP 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 Provider 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 Provider's non-selection.

4.9 Public Records

All proposals submitted shall become the property of HCJFS to use or, at its option, return such proposals. All proposals and associated documents will be considered to be public information and will be open for inspection to interested parties after the award of a contract unless identified as a trade secret or otherwise exempted from disclosure under the Ohio Public Records Act.

Trade secrets or otherwise exempted information must be clearly identified and marked as such in the proposal. Each page containing such material must:

- 1. Be placed in a sealed envelope;
- 2. Must have the basis for non-disclosure status stamped or written in the upper right hand corner of the page and the envelope; and
- 3. Be placed in the required order of the response format.

For example if Pages 1-5 are not trade secrets or otherwise exempted from disclosure and Page 6 contains a trade secret then

- the word "Trade Secret" would be stamped in the corner of Page 6;
- Page 6 would be placed in an envelope; and
- The envelope is stamped as containing a "Trade Secret" is placed after page 5.

DO NOT MARK EVERY PAGE OF YOUR PROPOSAL AS TRADE SECRET OR OTHERWISE EXEMPTED FROM DISCLOSURE OR YOUR PROPOSAL MAY BE REJECTED

If HCJFS is requested by a third party to disclose those documents which are identified and marked as Trade Secret or Otherwise Exempted from disclosure, HCJFS will notify Provider of that fact. Provider shall promptly notify HCJFS, in writing, that either a) HCJFS is permitted to release these documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for HCJFS to release such documents.

It is Provider's sole responsibility to legally defend the actions of HCJFS for withholding Provider's documents as trade secrets or otherwise exempted information if the issue is challenged.

4.10 Reserved

4.11 Public Record Requests Regarding this RFP

Per ORC 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final Contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code, shall not be available until after the award of the Contract(s). Award is defined as when the Contract is fully executed by all parties.

ATTACHMENT A

Cover Sheet for Graphic Design Services (includes checklist)

ATTACHMENT A Cover Sheet Graphic Design Services - Bid No: SC02-21R

Name of Provider		
Provider Address:		
Telephone Number:	Fax Numb	er:
Contact Person:	(Please Print or type)	
Phone Number:	(ext)E-Mail Address	S:
Additional Names: Provider m	nust include the names of individua	Is authorized to negotiate with HCJFS.
Person(s) authorized to	negotiate with HCJFS:	
	Title:	
(<i>Please Print</i>) Phone Number:	Fax Number:	E-Mail:
Name:	Title:	
Phone Number:	Fax Number:	E-Mail:
For Pricing -	Please Complete Attac	hment C - Cost Sheet.
and correct. The Provide	r's governing body has autho	a contained in this proposal are true rized this application and document ntation if the contract is awarded.
Signature - Authorized Repre	esentative Title	Date
	nis proposal Cover Sheet, Provid after the proposal submission d	er certifies the proposal and pricing will late.

Please complete the next page of this form containing a checklist to verify that everything required to be submitted as part of your proposal is included.

06/09/2010

RFP Submission Checklist

Pursuant to Section 4.6 of the RFP, the following items are to be included in your proposal in order for it to be deemed qualified. Please indicate that the items are included by checking the corresponding column.

Action Required	RFP Section	Included
Did you register for the RFP process by February 19, 2021?	3.3	
Will your Proposal be submitted by 11:00 a.m. on or before March 12, 2021?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the completed Attachment C - Cost Sheet for the Initial Term?	2.1	
Did you include the completed Attachment C - Cost Sheet for the 1 st , 2 nd , 3 rd and 4 th Renewal Terms?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.8	

06/09/2010 2

ATTACHMENT A-1

Program
Component
Checklist

RFP# SC02-21R - Graphic Design Services RFP

Program Component Checklist

Please ensure all questions in Section 1.2.2 are answered and page numbers are listed by using checklist below.

 $\textbf{Proper Answer:} \ \ \text{If YES - list page number where response can be found. If NO - list reason for not responding.}$

QUESTION	YES	PAGE #(s)	NO	REASON FOR NOT RESPONDING
Service Components				
Eamples of Quality Work				
Proposed Fees/Expenses				
Introduction				
Portfolio				
Reference List				
Cost Proposal				

ATTACHMENT B

Contract Sample

HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

PURCHASE CONTRACT

This Contract is entered into on	by and	between t	he Board of
County Commissioners, Hamilton County, Ohio (Hereinafter "Co	unty") on	behalf of t	he Hamilton
County Department of Job and Family Services (Hereinafter	"HCJFS"	') and Ve	ndor Name.
(Hereinafter "Vendor"), with an office at address, whose telephon	e number	is (###) #	##-###, for
the purchase of <u>Graphic Design Services.</u>			

1. TERM

This Contract will be effective from April 1, 2021 through March 31, 2022 inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract shall not exceed \$\$\$\$\$ over the life of this Contract.

In addition to the terms set forth above, Contract may be renewed, at the County's option for four (4) additional one (1) year terms at the prices set forth below, unless County gives the Vendor written notice of its intent not to renew the Contract at least thirty (30) days prior to the expiration of the term then in effect.

Renewal Year 1: \$\$\$\$\$\$\$\$\$

Renewal Year 2: \$\$\$\$\$\$\$\$\$

Renewal Year 3: \$\$\$\$\$\$\$\$\$

Renewal Year 4: \$\$\$\$\$\$\$\$\$

2. SCOPE OF SERVICE

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), the Vendor agrees to perform the Graphic Design Services as described in exhibit(s) Exhibit I - RFP SC02-21R and Exhibit II – Vendor's Proposal for RFP SC02-21R.

3. ORDER OF PRECEDENCE

This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Contract irreconcilably conflicts 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:

- A. Exhibit I RFP SC02-20R
- B. Exhibit II Vendor's Proposal for RFP SC02-20R

4. BILLING AND PAYMENT

A. Rates of Payment – County agrees to compensate the Vendor for services provided based on the prices listed in Exhibit II – Vendor's Proposal for RFP SC02-20R. Vendor will not be compensated for any travel expenses associated with the delivery of services under this Contract.

NOTE: If an invoiced unit of service is not a full hour, portions of a unit should be billed as follows: 0-7 minutes = 0

8 - 22 minutes = .25 hour

23 - 37 minutes = .50 hour

38 - 52 minutes = .75 hour

53 - 60 minutes = 1.0 hour

- B. Billing and Payment Original invoices, signed by the Vendor, will be sent each month to **Jim Tinker**, **Hamilton County Dept.** of **Job and Family Services**, **222 E. Central Pkwy**, **Cincinnati**, **Ohio 45202** 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. Under no circumstances will HCJFS make payment for any services invoiced after two (2) months after the end of the service month. County will use its best efforts to make payment within thirty (30) days after receipt of the invoice, for all invoices received in accordance with the terms of this Contract.
- C. Vendor will indicate purchase order number and vendor number on all invoices submitted for payment.
- D. The Vendor warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by the Vendor to other sources of public funds for the same service.

5. AVAILABILITY AND RETENTION OF RECORDS

A. Vendor agrees all records, documents, writing or other information, including but not limited to, financial records, census records, Consumer records and documentation of legal compliance with OAC rules, produced by Vendor under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and Consumer records used by Vendor in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Vendor, along with copies of

all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Vendor for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, 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, 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 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.
- C. Vendor agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Vendor staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

6. 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.

7. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts the 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 the Vendor's ability to perform the services required under this Contract. The 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.

The Vendor further agrees that there is no financial interest involved on the part of any HCJFS officers, Board of County Commissioners or employees of the county involved in the development of the specifications or the negotiation of this Contract. The 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. The 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 this Contract.

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.

8. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Vendor without the prior written approval of HCJFS. The Vendor may not subcontract any of the services agreed to in this Contract without the express written consent of the HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. 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 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 or licensing 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.

9. GOVERNING LAW

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

10. INTEGRATION AND MODIFICATION

This instrument, including Exhibits I & II, embodies the entire Contract of the parties.

There are no promises, terms, conditions or obligations other than those contained herein. 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.

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

11. 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.

12. 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 One hundred twenty (120) 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 thirty (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 Contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Contract as stated herein. A material breach shall not include an act or 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

- 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.
- 3. 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.

13. 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.

14. NON-DISCRIMINATION IN EMPLOYMENT

Vendor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Contract, Vendor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Vendor will take affirmative action to ensure that during employment all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Provider complies with all applicable federal, state and local non-discrimination laws and regulations.

Vendor, or any person claiming through the Vendor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Vendor.

15. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

A. Vendor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions

required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.

Additionally, Title VI of the Civil Rights Act of 1964 requires recipients of federal funds to take reasonable steps to ensure their programs, services, and activities are meaningfully accessible by persons with limited English proficiency (LEP). 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.

B. Vendor shall post the most recent version of the AD- 475A and/or AD-475B "And Justice for All" poster.

16. 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.

17. 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 or the County.

18. DISCLOSURE

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

19. 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.

20. NO ADDITIONAL WAIVER

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.

21. CONFIDENTIALITY

Vendor agrees to comply with all federal and state laws applicable to HCJFS and the confidentiality of HCJFS Consumers. Vendor understands 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 all Consumer documentation is protected and maintained in a secure and safe manner.

22. 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.

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 (1) 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.

- 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 and most recent annual independent audit report.
- C. HCJFS reserves the right to evaluate programs of the Vendor and all subcontractors. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and Consumers. Such evaluations will be conducted 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.

23. WARRANTY

The Vendor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards.

24. 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 Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

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

HCJFS will notify Provider 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.

25. 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' 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; lightening; 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 that prevents Vendor from carrying out its obligations contained herein.

26. 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.

27. 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.

28. 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 630, 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.

29. 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.

30. 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 consumers or prospects.

31. 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. Notwithstanding the above, the parties agree that 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 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.

32. INSURANCE

The Vendor agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Vendor's products or services as described in this Contract and auto liability. Further, Vendor agrees to procure and maintain for the duration of this Contract, Workers' Compensation Insurance. The cost of all insurance shall be borne by the 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. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph (D) (6) of this section and as required by ORC 2744.05. Vendor shall purchase the following coverage and minimum limits:

A. Commercial General Liability insurance policy with coverage contained in Insurance Services Office

Occurrence Form CG 00 01 10 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:

- 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. (If the Contract contemplates the transportation of the users of Hamilton County services (such as, but not limited to HCJFS Consumers) and the Vendor provides this service through the use of its employees' privately-owned vehicles "POV", then the Vendor's Business Auto Liability insurance shall sit excess to the employee's "POV" insurance and provide coverage above its employee's "POV" coverage. The Vendor agrees the Business Auto Liability policy will be endorsed to provide this coverage.)
- C. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code
- D. The Vendor further agrees with the following provisions:
 - 1. The insurance endorsement form and the certificate of insurance form will be sent to:

Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

a. The endorsement form and the certificate of insurance shall state the following: "Board of County Commissioners of 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 and auto liability policies."

- 2. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
- 3. 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 Provider's obligation to maintain such insurance.

- 4. Vendor shall declare any self-insured retention to Hamilton County pertaining to liability insurance. The 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.
- 5. If the Vendor provides insurance coverage under a "claims-made" basis, the 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 claims-made policy issued for a similar coverage while the Vendor was under Contract with the County and HCJFS.
- 6. The Vendor will require all insurance policies in any way related to the work and secured and maintained by the Vendor to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. The Vendor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

- 7. The 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.
- 8. The Vendor's insurance coverage shall be primary insurance with respect to the County, HCJFS, and their respective officials, employees, agents and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of the Vendor's insurance and shall not contribute to it.
- 9. If any or all of the work or services contemplated by this Contract is subcontracted, the Vendor will ensure that any and all subcontractors comply with all insurance requirements contained therein.

33. 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 Board of County Commissioners of Hamilton County Ohio, and its officials, employees, agents, and volunteers and the Hamilton County Job & Family Services and its officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (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, the 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.

In addition, Vendor agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Vendor. In the event Vendor fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Vendor shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

34. LOBBYING

Vendor warrants that during the life of this Contract, 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor further warrants that Vendor will disclose any lobbying with any non-Federal funds that takes place in connection in obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination 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.

35. PROPERTY OF HAMILTON COUNTY

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 Contract 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 Contract 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.

36. DEBARMENT AND SUSPENSION

HCJFS may not contract with Vendors on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689. By signing this Contract, Vendor warrants that Vendor is

excluded from the List and will immediately notify HCJFS if Vendor is added to the List at any time during the life of this Contract. Upon receipt of notice, HCJFS will issue a termination 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.

37. FAITH BASED ORGANIZATIONS

If Vendor is a faith based organization, 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 participant based on 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 the Vendor. If any participant objects to the religious character of the organization, the Vendor will immediately refer the individual to HCJFS for an alternate Vendor.

38. CHILD SUPPORT

Vendor agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Vendor or the employees of Vendor meets child support obligations established under state or federal law. Further, by executing this Contract Vendor certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

39. 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 that Vendor shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

40. 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. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation. 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. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

41. ENERGY POLICY AND CONSERVATION ACT

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

42. CONTRACT CLOSEOUT

At the discretion and initiation of HCJFS, a contract closeout procedure may commence within ninety (90) days after the termination or expiration of this Contract to ensure at a minimum that all required forms, reports and deliverables were submitted to and accepted by HCJFS in accordance with this Contract.

43. CONTRACT CONTACTS

A. HCJFS Contacts

Vendor should contact the following HCJFS staff with questions:

Name	Phone #	Department	Responsibility

B. Vendor Contacts

HCJFS should contact the following Vendor staff with any questions:

Name	Phone #	Department	Responsibility

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

SIGNATURES

Board of County Commissioners, Hamilton County, Ohio	Vendor Name	
By:	By:(Signature)	
Name:	Name:(Print)	
Title: (Print) Date:		
Recommended By:		
Moira Weir, Director Hamilton County Department of Job & Family Services Hamilton County, Ohio	Date:	
Approved as to form:		
By: Assistant Prosecuting Attorney Hamilton County, Ohio		
		Prepared By Date Checked By Approved By

ATTACHMENT C

Cost Sheet

ATTACHMENT C Cost Sheet Graphic Design Services RFP SC02-21R

	Initial Year	Renewal Year	Renewal Year	Renewal Year	Renewal Year
Meetings:					
< 2 hours	/hour	/hour	/hour	/hour	/hour
2-4 hours	/hour	/hour	/hour	/hour	/hour
>4 hours	/hour	/hour	/hour	/hour	/hour
Producing Print Products	/hour	/hour	/hour	/hour	/hour
Producing Web Products	/hour	/hour	/hour	/hour	/hour
Print Management*	/hour	/hour	/hour	/hour	/hour
Delivery/Shipping					
Copies/Proofs					
External Proofreading	/hour	/hour	/hour	/hour	/hour
Additional Costs (please specify)					

^{*} Requires the graphic designer to seek out three bids from printers for the production of print materials and to monitor the project through the print process to completion.

Any errors by the contractor must be correctly printed the next possible date or as requested by HCJFS at no charge.

A final inspection and approval of proof is required by HCJFS Communication staff prior to printing.

ATTACHMENT D

Declaration of Property Tax Delinquency

Declaration of Property Tax Delinquency (ORC 5719.042)

I,, h	ereby affirm that the Proposing Organization
herein,	, is / is not (check
one) at the time of submitting this propo	sal charged with delinquent property taxes on the
general tax list of personal property w	ithin the County of Hamilton. If the Proposing
Organization is delinquent in the payme	ent of property tax, the amount of such due and
unpaid delinquent tax and any due and un	paid interest is \$
Print Name	Date
Signature	
State of Ohio - County of Hamilton Not	<u>ary</u>
Before me, a notary public in a	and for said County, personally appeared
, aut	horized 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 knowl	edge and belief.
IN TESTIMONY WHEREOF, I have affi	xed my hand and seal of my office at
, Ohio thi	s day of 20
	Notary Public

ATTACHMENT E

Release of Personnel Records & Criminal Records Checks



222 East Central Parkway • Cincinnati, Ohio 45202-1225

Ceneral Information: (513) 946-1000

General Information: (513) 946-1000 General Information TDD: (513) 946-1295

FAX: (513) 946-2250 www.hcjfs.org www.hcadopt.org www.hcfoster.org

Employer Name:	
Employee Name:	
Employee Address:	
RELEASE OF PERS	ONNEL RECORDS AND CRIMINAL RECORDS AND FINGERPRINT-BASED CHECKS
with respect to any pe	ections 2151.86 and 5153.111 require criminal records and fingerprint-based checks erson who is responsible for a child's care in out-of-home care. Hamilton County I Family Services requires certain of those checks to be performed on an annual basis
	ing organizations, may be required to audit the records of Providers to ensure isions relating to criminal record and fingerprint-based checks.
not limited to, crimin Authorization Date un	nd those entitled to audit its records, to review my personnel records, including, but nal records and fingerprint-based checks. This authorization is valid from the ntil one year after the termination of the contract between HCJFS and Provider that records and/or fingerprint-based checks.
Signature:	
Authorization Date: _	

ATTACHMENT F

RFP Registration Form

REGISTRATION FORM

RFP: SC02-21R GRAPHIC DESIGN SERVICES

February 2021

All inquiries regarding this RFP are to be in writing and are to be mailed, e-mailed 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: hamil_contractservicesprocurement@jfs.ohio.gov

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 employee, county official, 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 rejection 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 e-mailing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the RFP 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 **February 19. 2021 no later than noon.**

regionation rounder obtains 10, 2021 no later than the one	
DATE:	
COMPANY NAME:	
ADDRESS (including city, state, zip code):	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING RFP CONFERENCE:	
SIGNATURE:	

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

Please e-mail this completed page to RFP Contact Person at hamil contractservicesprocurement@jfs.ohio.gov