

Request for Proposals
WORK EXPERIENCE PROGRAM SERVICES
For Food Assistance and TANF Participants

Issue Date: Monday, April 1, 2019

Closing Date/ Time: 10:30 a.m., Thursday, May 2, 2019

Contact Person:

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This Request for Proposal is divided into three (III) Parts. Part I explains the *Background* pertinent to Work Experience Services. Part II explains *PEAK Objectives, Scope of Work and Deliverables*. Part III explains the details of the *Proposal Guidelines, Completing and Submitting Bids, Proposal Format, Rating Scale, and the Contract Provisions*.

PART I – Background

In the decade of the 1980s, welfare reform became a national concern. In the following decade of the 1990s many laws, rules and regulations were implemented on the National, State and Local levels to begin the reform. In Ohio, individuals on cash assistance were notified that they would only receive assistance for a limited time of three years and then the assistance would be terminated. The rules and regulations that were implemented required those on Food Assistance and cash assistance to seek and obtain employment and be “self-sufficient” prior to the termination of their benefits. Therefore, it became vital for County Agencies to assist individuals in overcoming barriers to becoming employable and “self-sufficient”.

In 1996, at the same time “self-sufficiency” was being considered at the State and National level, Sandusky County Department of Job and Family Services (hereinafter referred to as “Department”) personnel were meeting with personnel from other Governmental Agencies, local manufacturers and businesses in order to resolve barriers that prevented Food Assistance and cash assistance individuals from gaining employment and “self-sufficiency.” Many businesses and local manufacturers voiced their concern that low-income individuals had little or no work ethics or basic skills for employment.

As a result of these meetings, PEAK PRODUCTION INDUSTRIES (hereinafter referred to as PEAK) was formed as a “work adjustment training facility” for Food Assistance and cash assistance participants. It was created to help train individuals on work ethics and employment skills by using a “hands on” approach. It was initially operated by the Private Industry Council (PIC) until 2000 when PIC was dissolved by legislation. Since the year 2000, PEAK has been operated by contractors of the Department.

Another reform on October 1, 1997 was House Bill 408, which established two programs to assist low-income families in Ohio.

One program established by HB 408 was Ohio Works First (OWF). The OWF program requires those on public cash assistance to seek and obtain employment and be “self-sufficient” prior to the termination of their benefits. OWF individuals receiving these benefits are notified that they will only receive assistance for a limited time of three years and then the assistance will be terminated. HB 408 lists mandatory requirements for OWF recipients. An OWF recipient is required to participate in an assigned work activity for a specified number of hours per week. Work Activities include: Unsubsidized employment, Subsidized private and public sector employment, Work Experience Program, On-the-Job Training, including child care provider, Job search, job readiness and job skills training, Community service activities, Vocational education training (not to exceed 12 months). OWF recipients may receive additional hours in the following developmental and/or alternative activities: Education activities, i.e. GED and post-secondary, Parenting classes and life skills training, Participation in drug and/or alcohol

addiction programs, English as a second language classes.

The second program established was Prevention, Retention and Contingency (PRC). The PRC program serves low-income families, which may or may not be receiving public cash assistance. As quoted in OWF/PRC Guidance letter #1, issued by the Ohio Department of Job and Family Services on April 15, 1999, PRC "...is a tool for counties to encourage families to attain and retain employment, prevent dependency and promote family stability within the context of community priorities and needs. PRC makes it possible to meet the needs of low-income families through ongoing services and/or one-time-only cash payments so that they do not need OWF cash assistance. The PRC Program provides counties with the flexibility to determine what programs, services, and expenditures are necessary to promote the goals of the community and in serving its low-income families with children. It allows counties to design programs and services to meet community needs. The county can choose the priorities, services, resource allocations, and funding mechanisms. At the writing of this RFP, this program is not funded, but it is possible that future funding may be available. This RFP encompasses those future funds or any other additional TANF funds for this program or similar type of program.

Both of these programs (OWF and PRC) define services for needy families that are supported by funds made available through the federally funded Block Grant Program entitled, Temporary Assistance for Needy Families (TANF). TANF was created by The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)."

Therefore, with these rules it became vital for County Agencies to assist individuals in overcoming barriers to becoming employable and "self-sufficient."

The Department may also use funds from its Title XX Block Grant to offer Employment and Training services to those who are eligible according to the County Title XX Plan.

The Department is seeking proposals for the delivery of Work Experience Program services for Food Assistance and OWF participants.

The closing date for proposals is Thursday, May 2, 2019, at 10:30 a.m. Proposals must be received by the closing date and time, at the office of the Sandusky County Board of Commissioners, 622 Croghan St., Fremont, Ohio 43420 in accordance with instructions contained in this Request for Proposals.

A Pre-Bid Opening Conference will be held on Tuesday, April 16, 2019 at 10:00 a.m., at the PEAK Production Industries Building, 1071 N. Fifth St., Fremont, Ohio 43420. While attendance is not mandatory, it is highly recommended that each Bidder have a representative attend the conference. The purpose of the conference is to receive and answer questions related to the RFP. Prior to the conference, questions on this RFP may be faxed to 419-332-2156 Attention: Rating Committee c/o Karen Riegel or e-mailed to Karen.Reigel@jfs.ohio.gov using the subject line "Attention: Rating Committee." All questions and answers will be addressed at the conference and will be posted on the Sandusky County DJFS website (<http://www.sanduskycountydjfs.org/bid.htm>) on or before 4:30 p.m. on Friday, April 19, 2019.

At times, the Department may be granted additional funds to serve an expanded population, additional work employment programs, and/or special funding. The award of a contract or contracts according to this Request for Proposal will cover any of these additional programs at the discretion of the Department.

PART II – PEAK Objectives, Scope of Work and Deliverables

Proposing entities need to provide training on work ethics and basic employment skills to Food Assistance and cash assistance individuals in the Work Experience Program. Work Experience Program services are offered to participants, customers and/or clients who are determined eligible by the Department. Proposals must include the use of the current PEAK PRODUCTION INDUSTRIES FACILITY, additional work sites and alternatives may be proposed, but must include PEAK as the main facility.

The following State Fiscal Year Expenditure Rates may be used for planning purposes only for this Request for Proposal:

SFY 16 Expenditures	SFY 17 Expenditures	SFY 18 Expenditures
\$142,718	\$124,211	\$139,074

PEAK Objectives

- 1) Instruct participants on work ethics and basic job skills.
- 2) Train participants on operation of any equipment used in the program.
- 3) Assist in placement of participants in community employment.

PEAK Scope of Work

- 1) Bidders will establish work projects for participants by operating the PEAK INDUSTRIES FACILITY and/or bidding out or accepting projects at work sites from other private, public or non-profit entities. Bidders must make the necessary contacts with local entities in order to establish the work projects. Bidders must complete and monitor sub-contracts with local entities for placement of participants at work sites.
- 2) Bidders must realize that any income produced by the PEAK INDUSTRIES FACILITY through projects listed in the previous article must be reported as Federal Income back to the grants to offset costs of the program. This income must be returned to the Department or offset through the invoice process. All documentation must be maintained by the bidder.

- 3) Bidders will receive daily written referrals from DJFS (*ATTACHMENT 2*) by e-mail. Referrals will include the Start Date of Participant's hours, Participant's Name, Case Number, and the Number of Hours per month [with first month prorated] for each participant. Participants are assigned a specific number of hours per month, and they must meet those hours monthly or the Department will sanction the participant. Bidders must follow Work Experience Program rules as summarized in the Sandusky County Department of Job and Family Services FAET Work Activity Plan (*ATTACHMENT 3*).
- 4) Bidders must operate at a minimum between the hours of 8:00 a.m. and 4:30 p.m. and follow the same Holiday Schedule as the Department (*ATTACHMENT 4*). Upon receipt of referrals, Bidders will create a work schedule for the participant to work the assigned number of hours per month. Participants must be scheduled to work between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, with the same Holiday schedule as the Department. Once the work schedule has been developed, the Bidders will provide the schedule to the Department. Bidders will then adjust the schedules as needed in order for the participant to obtain the needed number of monthly hours. Bidders will also notify the Department within two hours if a participant fails to show for his/her scheduled work time or leaves early without excuse from his/her scheduled work time.
- 5) Bidders will establish policies for work sites with the approval of the Department.
- 6) Bidders will provide employees, who are not employees of the Department or Sandusky County, to oversee any projects, work sites and/or supervise the participants.
- 7) Bidders shall utilize the PEAK INDUSTRIES FACILITY and must purchase supplies to operate PEAK. Bidders must also operate and maintain a safe and clean work environment following all OSHA laws, rules and regulations. Bidders must also check and verify the quality of all products generated by PEAK INDUSTRIES.
- 8) Bidders will have use of the PEAK forklift titled to the Department. Propane to operate the forklift shall be ordered and paid for by the Bidder, but the cost is invoiced to the Department through the monthly invoice process. Therefore, the cost should be included in the Bidder's budget. The average cost per year is around \$1,000, but this could increase or decrease depending on the number of work projects garnered by the Bidder for PEAK.
- 9) Bidders must realize that participants have the right to request "Conciliation Conferences" if they have a conflict with any actions of the Department or Bidder. Bidders must attend these Conferences to discuss work related problems, issues and other matters. Participants may also ask the Ohio Department of Job and Family Services for a "State Hearing." Bidders must be present for any "State Hearing" if requested by the Department, Participant or Ohio Department of Job and Family

Services representative.

- 10) At times the Department receives special funding to pay for participants to be transported to PEAK or work sites. Bidders are encouraged to include in their proposal information and a line item for costs to transport participants to and from PEAK. If included, the budget should include a separate line item for this transportation and will be reviewed separately from the rest of the budget in the rating process. Not all participants need transported to PEAK and the resulting contract may or may not include transportation contingent upon funding.
- 11) A 1995 GMC Truck is titled to the current provider of these services. However, this truck will be titled to the bidder awarded this bid. The truck is to be used in the program. Cost of insurance and maintenance of the vehicle must be covered by the bidder and submitted in the proposal. The cost of gas will be covered by the Department. The contract will contain language for these terms.

PEAK Deliverables

- 1) Schedules of participant's work hours.
- 2) Daily attendance sheets.
- 3) Completion of orientation and distribution of a handbook for each participant referred by the Department, including re-entrance into the program after exiting (*ATTACHMENT 5*).
- 4) Completion of performance evaluations on participants in the program.
- 5) Tracking of participant in employment, work site continuance, training, education and monthly hours.
- 6) Completion of invoices and reports.
- 7) Attendance at Welfare Advisory meetings, or other meetings as requested by the Department.

PART III

PROPOSAL GUIDELINES

All bidders should be advised that potential contract entities will be required to provide services to those individuals served in the previous contract period who have been determined eligible to participate and the Department will provide a list of the individuals to the Contractor.

- A. Proposals must clearly delineate specific Work Experience Program services.
- B. Entity submitting proposal must clearly outline all services in the proposal, INCLUDING THE USE OF THE PEAK INDUSTRIES FACILITY, and the costs associated with that service with the understanding that due to funding or rule changes the listed services may be eliminated at any time.

- C. Failure to clearly address how each of the *Objectives, Scope of Work, and Deliverables* will be provided by the Bidder, may result in immediate dismissal of consideration.
- D. The Budget outlined in the proposal must clearly identify cost allocation method used to determine administrative costs for this program and delineate those administrative costs. Administrative costs assigned to this contract will not exceed 10% of actual total program service expenditures. The Budget submitted should follow attached Budget Worksheet (*ATTACHMENT 7*). Bidders must submit separate budgets for each State Fiscal Year, 2020, 2021 and 2022, AND CLEARLY SPECIFY THE STATE FISCAL YEAR.
- E. The Department is seeking to contract with a vendor to perform services beginning July 1, 2019 through June 30, 2022. The Department reserves the right to modify the resulting contract according to federal/state requirements in the event that Grants are reauthorized during the contract period. Subject to funding appropriations and the Department approval, the contract period is expected to run from July 1, 2019 through June 30, 2020, with a two-year renewal contract to be in effect, contingent upon satisfactory performance and continued availability of funding from July 1, 2020 through June 30, 2022. Since state law prohibits financial commitments beyond the fiscal biennium (e.g., 7/01/19 through 6/30/21), the contract with the selected vendor will be subject to renewal each year of the biennium from July 1, 2020 through June 30, 2021 and further renewal from July 1, 2021 through June 30, 2022.

COMPLETING AND SUBMITTING BIDS

- A. **All proposals must be submitted to the Sandusky County Board of Commissioners, Sandusky County Courthouse, 622 Croghan St., Fremont, Ohio 43420.** Proposals and all supporting documentation must be contained in **sealed envelopes marked “Proposal for The Sandusky County Department of Job and Family Services, Work Experience Program.”** The Board of Sandusky County Commissioners will accept sealed proposals including supporting documentation, *until 10:30 a.m., Thursday, May 2, 2019*; at which time the Request for Proposals will be opened publicly and read aloud. Request for Proposals must be submitted timely and in the stated format (*SEE “PROPOSAL FORMAT”*). The proposals may be submitted either via regular mail, Courier Company (UPS, FedEx, etc.) or in person. **Faxed or E-mail applications will not be accepted.** Failure to follow the format may result in immediate exclusion from consideration. Request for Proposals will be subject to the general requirements and general terms as set forth by the Department.
- B. For purposes of this Request for Proposal, the Department will utilize the Sandusky County Department of Job and Family Services’ website at <http://sanduskycountydjfs.org/cmsms/index.php?page=bid-opportunities> as the only source of communication from the Department and potential bidders. Beginning April 1, 2019, after 10:00 AM, interested parties can download the Request for Proposals (RFP).

It is the Bidder’s responsibility to check the web page frequently to stay informed and up-to-date throughout the RFP process. Bidders without the capacity to download large

electronic files may contact Karen Riegel, *Fiscal Specialist, Sandusky County Department of Job and Family Services, 2511 Countryside Drive, Fremont, Ohio, 43420, 419-334-3891, Karen.Riegel@jfs.ohio.gov* to request a hard copy of the RFP

- C. All timely proposals will be reviewed based upon the criteria listed in this section. The selected bidder proposal and rejected bidder proposals will be notified in writing by a representative of The Department. The written notice will constitute as official notification of selection of the Request for Proposals. All proposals will be reviewed by a committee comprised of program and fiscal staff of the Department and possibly members of the Welfare Reform Advisory Board. The committee will make a recommendation to the Director of the Department. The Director will make a recommendation to the Sandusky County Commissioners. The startup, initiation, implementation, service delivery, and evaluation of the program will be from the date of the execution of contract to the termination of the contract. Requests for Proposal will be rated against a total value of 100 possible points. All bids will be rated in accordance with the rating scale in *ATTACHMENT 8*.
- D. In accordance with Ohio Revised Code Section 307.88, all proposals with an annual cost in excess of \$50,000 must be accompanied by a performance bond or certified check in the amount equal to 5% of the Proposal amount. According to Ohio Revised Code Section 9.311, a bid for a contract with the state or any political subdivision, district, institution, or other agency of the state, for the rendering of services, or the supplying of materials, or for the construction, demolition, alteration, repair, or reconstruction of any public building, structure, highway, or other improvement shall be deemed non-responsive and shall be rejected if the bidder submits with his bid a bid bond, performance bond, payment bond, or combination of those bonds, executed by a surety **not licensed**, or a surplus lines company **not approved**, by the superintendent of insurance to execute such a bond in the state. All of bonds shall affirmatively state on their face that the surety is authorized to execute bonds in the state and that the liability incurred is within the limits of section 3929.02 of the Revised Code. Failure to include this statement shall not cause the bid to be deemed non-responsive and rejected if the surety is in fact authorized to execute bonds in the state and the liability incurred is within the limits of section 3929.02 of the Revised Code.
- E. All proposals become the property of The Board of Sandusky County Commissioners and will be a matter of record. The Board of Sandusky County Commissioners will have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this Request for Proposals. Selection or rejection of the proposal will not affect this right.
- F. A contract will be awarded to the lowest **and best proposal**, which, in the judgment of the County officials, is in the best interest of the county and/or the Department. The Board of the Sandusky County Commissioners reserves the right to reject any and all proposals, and to waive any informalities.

- G. All respondents to this Request for Proposals are hereby advised that due to the complex and technical nature of this service, it is impossible to write specifications covering all service provisions. **Therefore, the County and/or Department reserve the right to award a contract or contracts on factors other than price.** The contract award or awards will be made to the responsible Bidder whose proposal(s) will be the most advantageous to the procuring party, past performance, experience, compliance with proposal specifications, prices, and other factors considered in that order.
- H. All costs directly related to preparation of the Request for Proposal will be the sole responsibility of, and will be borne by submitting Bidder.
- I. This Request for Proposals does not constitute an offer. Acceptance of proposals for review does not commit The Department to award a contract, nor is The Department liable for any costs incurred in the preparation of a proposal.
- J. Bidders submitting proposals in excess of \$100,000 must abide by the following additional requirements (*ATTACHMENT 15*):
- a. A certification that the Bidder is not on the EPA List of Violating Facilities, but is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act 42 USC 7401-7671, Section 508 of the Clean Water Act 33 USC 1251-1387, Executive Order 11738. At contract time the awarded Bidder will become the Contractor and shall be required to report any violations to the State/County agency and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).
 - b. A certification that the Bidder and/or its principals are or are not on the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-Procurement Programs" in accordance with Executive Orders 12549 and 12689.
 - c. A certification that the Bidder will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Bidder shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- K. Bidder must comply with mandatory standards and policies regarding 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).

- L. Bidder must perform its obligation under the agreement in conformity with all applicable laws, regulations, procedural requirements, either Federal, State or local.
- M. All current and potential special charges must be in the cost per unit itemized on the attached budget form *ATTACHMENT 7*.
- N. Bidder must supply the necessary supplies and equipment including supplies for the PEAK INDUSTRIES FACILITY, if to be utilized. The items of equipment shall be fully described in the bid proposal. Bidder will be responsible for loss, theft and damage to the equipment as well as the maintenance, insurance and replacement of equipment. Bidder will guarantee satisfactory repair and replacement of malfunctioning equipment, so service is not interrupted; or Bidder must provide alternative course of action in event Bidder's equipment fails.
- O. Bidder must supply safe storage for all records to protect the records against loss, theft or destruction.
- P. Bidder must have edits built into the Bidder's invoice system to safeguard against over billing.
- Q. Bidder must agree that when any warrant issuance results in an overpayment, the Department shall be reimbursed by check by the Bidder within thirty (30) days of discovery of the error if the Department has previously reimbursed the Bidder for this claim.
- R. Bidder must agree to retain all records pursuant to agreements for a minimum of three years after final payment. If any litigation, claim, audit, negotiation or other action involving the records occurs, the records must be retained with the completion of the action. Any fully authorized representative shall have immediate access to all records upon requests.
- S. Bidder will maintain in force for the life of the contract insurance covering liability of the insured against all risks of physical loss, shortages, or damages from an external or internal cause including employee infidelity, theft of funds, property damage and personal injury by accidents, theft, vandalism, etc. **Proof of Insurance must be submitted with the proposal.** Bidder's liability coverage limits will be \$1,000,000 per claim and \$1,000,000 in annual aggregate. Professional liability and commercial general liability coverage, including sexual and physical abuse, broad form property damage, personal injury, advertising injury, completed operations, products liability and fire damage with limits not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate to cover any loss, liability or damage alleged to have been committed by the Bidder or the Bidder's employees, agents or volunteers. The liability policies shall name the Sandusky County Department of Job and Family Services and the Sandusky County Board of County Commissioners and its employees as Additional named Insured.

- T. Bidder agrees to the fact that the Bidder's insurance policy and the certificate of insurance furnished to the Department will contain a provision providing that, in the event of cancellation or non-renewal of the policy, the Department shall be given thirty (30) days prior written notice.
- U. Bidder must agree that reimbursement payable under contract is subject to availability of Federal, State and local County funding. If during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. Only Bidders who have requested proposals from the Department will be notified of the cancellation at the earliest possible time.
- V. Bidder must agree that in the event of breach of contract by the Bidder the Department reserves the right to legal, administrative and contractual remedies.
- W. Bidder must agree that the contract may be terminated by the Department by giving the Bidder thirty (30) days prior written notice.
- X. Bidder must agree to comply with all proposal specifications regardless of whether or not individual items are specifically addressed in contract form.
- Y. Bidder must provide a disclosure of any pending or threatened court actions and/or claims against the Bidder. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.
- Z. Bidder must provide a certification that it is in compliance with standards of conduct under Ohio Revised Code Sections 102.03, 102.04, 2921.42 and 2921.43. Bidder will not promise, or give to any employee of Sandusky County and/or any employee of the Department, or any other individual regardless of their employment status, anything of value that could influence that employee in their decision on awarding contracts. Bidder will not try to influence an employee to violate any procurement policy of Sandusky County or the Department, and/or of the Ohio Revised Code, or Federal Procurement Regulations.
- AA. The Bidder warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged any other individual for the same services performed by the Bidder.
- BB. Department reserves the right to accept proposals with minor clerical errors such as misspellings, incorrect page order or similar non-consequential errors.
- CC. Department reserves the right to request clarifications from bidders of any information in their proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process.

- DD. Bidder and/or its employees, agents or their representatives will not purchase, transfer, use or possess illegal drugs or alcohol nor abuse prescription drugs in any way while performing duties or responsibilities resulting from a contract related from this RFP process.
- EE. An interested party may dispute a solicitation or other request by the Agency for offers for a contract; for the procurement of property or services; the cancellation of such a solicitation or other request; an award or proposed award of such a contract; and a termination of such a contract, if the dispute alleges that the termination was based on improprieties in the award of the contract. Disputes must be submitted in accordance with the Department's policy, (*ATTACHMENT 16*).

PROPOSAL FORMAT

- a. All proposals must be submitted in the format of **ONE original hard copy and TWO CD-ROMs**.
- b. The **ORIGINAL HARD COPY** should be on white 8 ½ x 11-inch paper, with font in "Times New Roman" 12 point, single spaced and single sided with all originally signed pages, assurances and certifications.
- c. **One CD-ROM** should contain **ALL** documents of the **ORIGINAL HARD COPY** in electronic format. Narrative documents should be in Microsoft Word. The Budget may be in Microsoft Word or Microsoft Excel; however, if the Excel format is used, the document shall have the same appearance and layout as the Budget Sheet attached as *ATTACHMENT 7*. If supporting documents are not created in MS Word or Excel, including signature documents, they shall be scanned or created in Tagged Image File (*.tif) or Acrobat Reader (*.pdf) so the agency can read them and open them.
- d. The **second CD-ROM** shall contain **ALL** documents of the **ORIGINAL HARD COPY** in electronic format as stated in the previous paragraph. **HOWEVER, ALL IDENTIFYING INFORMATION OF THE PROPOSER MUST BE REDACTED OR REPLACED WITH NON-IDENTIFYING VERBAGE (i.e., "PROPOSER," "COMPANY," "AGENCY," etc.)** All supporting documents, including signature documents shall be scanned in Tagged Image File (*.tif) or Acrobat Reader (*.pdf) or created in "Read Only" file format **without** identifying information of the Proposer. **Failure to redact all identifying information may result in rejection of the proposal.**
- e. Proposals must be assembled according to the following outline and format. The forms necessary to provide the referenced information are included in the Request for Proposal Response Section. **Failure to follow the outline may result in rejection of the proposal.**

Section 1:

1. Request for Proposal Response Cover Page with name of entity submitting proposal, address, contact person, telephone number, and total amount requested for contract. (*ATTACHMENT 9*)
2. Checklist for Submitting Proposal (*ATTACHMENT 10*)
3. Entity qualifications and staff qualifications for this program

Section 2:

1. Competitive Proposal Affidavit (*ATTACHMENT 11*)
2. Representations, Assurances and Certifications (*ATTACHMENT 12*)
3. Certificate of Liability Insurance
4. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code: Campaign Contributions (*ATTACHMENT 14*)
5. Additional Competitive Proposal Affidavit for bids over \$100,000 (*ATTACHMENT 15*)

Section 3:

1. Program Narrative-following format of Criteria Rating Sheet
2. Budget Summary (*ATTACHMENT 7*)
3. Budget Narrative and Allocation description
4. Miscellaneous Documents pertinent to the Proposal

Contract Provisions

In addition to any of the contract provisions mentioned in previous parts of this proposal, the Bidder shall also agree to the following Contract Provisions:

- A. Vendor must agree to sign a contract similar to the attached draft contract (*ATTACHMENT 13*). The contract will be subject only to changes approved by the Department.
- B. Termination Provisions - the contract may be terminated by either party with thirty (30) days written notice to the other party. The Department will promptly pay the contractor for any outstanding amounts owed to the contractor.
- C. Contractor will invoice The Department, by sending an invoice to The Sandusky County Department of Job and Family Services on a monthly basis by the 15th day of the month following the month of service.
- D. The awarding and continuation of all contracts are based on the availability of funds.
- E. All information obtained by the contractor will become the property of The Department and may be used by contractor only with The Department permission, subject to confidentiality regulations.

- F. Contractor must agree that it will be deemed an independent contractor and neither the Contractor nor its agents or employees are or will be deemed to be agents or employees of The Board of Sandusky County Commissioners, the Department, or of the State of Ohio; the Contractor will hold and save harmless the Department, the Sandusky County Board of Commissioners, and the State of Ohio from the claims of third parties arising out of any act or omission of the Contractor, its agents or employees, in the performance of the Contract.
- G. Contractor will be required to comply with Executive Order 11246 entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. Contractor will abide by all applicable nondiscrimination laws and regulations.
- H. Contractor will report to The Department any and all potential and actual patent rights under the contract involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and will report to the Department any copyrights and rights in data in accordance with 37 CFR Part 401 and any other regulations issued by HHS or FCS.
- I. Federal/state/county agencies, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Contractor will be required to maintain all required records for three years after The Department makes the final payment and all other pending matters are closed.
- J. The Department will have all ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of the funds received under this contract. HHS, USDA, ODDS and the Department reserve the royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for county, state and federal government purposes. Proprietary operating/Contractor software packages which are provided at established catalog or market prices and sold or leased to the general public are not subject to these ownership rights. Federal financial participation is not available for proprietary applications software designed specifically for human services programs.
- K. All case file records maintained by contractor will become the property of The Department at the end of the contract period, unless contract is renewed.
- L. Upon request, all contractor employees will sign and adhere to any confidentiality agreement developed by The Department.
- M. Contractor shall follow 45 CFR 74.34 and/or 45 CFR 95.703 through 95.707, whichever

- is applicable, for the use, management and disposal of any equipment purchased under this contract. Any equipment with a dollar value of \$5,000.00 or more, purchased to provide services, must be depreciated, inventoried and maintained by the Contractor (Equipment is defined according to 45 CFR 74.2, and 45 CFR 95.7030). Contractor will utilize the capitalization threshold pertinent to Sandusky County. However, if Contractor's capitalization threshold policy is more restrictive, it must use the amount stated in its policy, rule, and/or annual financial report.
- N. Contractor must follow all Federal, State and Local Procurement policies. Contractor will be required to abide by the most restrictive procurement policy including its own policy if one exists.
- O. Contractor agrees to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that Contractor's employees meet child support obligations established under state law. Further, by executing a contract, Contractor certifies present and future compliance with any order for the withholding of support which is issued.
- P. Contractor must certify that its organization does not have an outstanding Finding for Recovery with the Ohio Auditor of State.
- Q. Nothing in the contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from the contract supplement and do not supplant existing services.
- R. The Department may monitor the manner in which the terms of the contract are being carried out in accordance with Monitoring Policy. Program monitoring will occur quarterly and Fiscal monitoring will occur annually. Contractor will be responsible to perform monitoring on any sub-contractor.
- S. Contractor must also ensure compliance with the following, as applicable: 2 CFR 220 (formerly Office of Management and Budget (OMB) Circular A-21), 2 CFR 225 (formerly OMB Circular A-87), 2 CFR 215 (formerly OMB Circular A-110), 2 CFR 230 (formerly OMB Circular A-122), and OMB Circular A-133 and its supplements as applicable.
- T. Contractors may subcontract with others to expand services and deliver the most comprehensive program. Contractors must not subcontract all services and activities required by this Request for Proposals. Copies of the subcontracts negotiated with a subcontractor must be approved in writing by the Department prior to signature on the contract and execution of services. Subcontractors must meet all licensing requirements and provide all required documents, certifications and insurance, and shall agree to comply with the contractual general provisions and all federal and state regulations and all policies and procedures of The Department. Any relationship, including, but not limited to, common officers, investors, employees, shareholders, partners, members, owners or relatives of any of the foregoing, shall be disclosed in writing to The

Department in any proposal and thereafter if such relationship should thereafter exist.

- U. Contractor shall complete an “Affidavit In Compliance With Section 3517.13 of the Revised Code: Campaign Contributions.” Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods and services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association; including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The completed Affidavit shall be an Addendum to the contract. *ATTACHMENT 14 contains two certification forms: one is for “Individuals or Non-Corporate Entities,” and the second is for “Corporations or Business Trusts.”* Public entities and non-profit organizations are exempt from completion of this Affidavit. Contractors shall complete the Affidavit applicable to their business.