

**Request for Proposals
Ottawa County Department of Job and Family Services**

**FOR
OhioMeansJobs Ottawa County
Career Services
CFDA #17.258/Workforce Innovation & Opportunity Act-Adult
CFDA #17.278/Workforce Innovation & Opportunity Act-
Dislocated Worker**

Issue Date: Wednesday, August 8, 2018

Closing Date/ Time: Thursday, September 13, 2018 at 10:00 a.m.

Contact Person:

**Tamara Gibson
Ottawa County Department of Job and Family Services
8043 W. State Rte. 163, Suite 200
Oak Harbor, Ohio 43449
(419) 707-8653
1-800-665-1677**

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Timeline

Activity	Date
Release of Request for Competitive Proposals for WIA Youth Program 2018-2019	9:00 a.m., Wednesday, August 8, 2018
Pre-Proposal Bidders Conference	3:00 p.m., Tuesday, August 21, 2018
Last Date & Time for Submission of Written Questions	4:30 p.m., Friday, August 24, 2018
Date of Posting Answers to Questions on the Ottawa County website at http://www.co.ottawa.oh.us/index.php/legal-notices-bids/	Friday, August 30, 2018
Due Date for Proposal Submission	9:00 a.m., Thursday, September 13, 2018
Proposal Opening	9:05 a.m., Thursday, September 13, 2018
Rating Team review, evaluation of proposals and selection of provider	To be determined
Negotiations Complete/ All Signatures Acquired	Monday, October 1, 2018
Transition Between Providers (if applicable)	October 1 – 31, 2018
One-Stop Provider Contract effective date	November 1, 2018

Section I – Background

The Ottawa County Department of Job and Family Services (OCDJFS) is seeking proposals for the delivery of Career Services. The purpose of the Career Services is to provide comprehensive services to individuals and businesses, fostering self-sufficiency and promoting an enhanced workforce. The Career Services must also ensure that accurate information be available to customers services authorized under the Workforce Innovation and Opportunity Act (WIOA).

The OCDJFS requires an integrated approach to service delivery, regardless of County of Residence of its customers. ***The closing date for proposals is Thursday, September 13, 2018 at 9:00 a.m., E.D.S.T. Proposals must be received by the closing date and time, at the office of the Ottawa County Department of Job & Family Services, 8043 W. State Rte. 163, Suite 200, Oak Harbor, Ohio 43449.***

A Pre-Bid Opening Conference will be held at 3:00 p.m., Tuesday, August 21, in the Directors Conference Room at the Ottawa County Department of Job and Family Services, 8043 W. State Rte. 163, Suite 200, Oak Harbor, Ohio 43449.

This Request for Proposal is divided into FOUR (IV) Parts. Part I explains the Background pertinent to OhioMeansJobs Ottawa County. Part II explains the Career Services Scope of Work and Deliverables expected. Part IV explains the details of the *Proposal Guidelines, Completing and Submitting Bids including the Proposal Format, Rating Scale, and the Contract Provisions* for all parts.

All Proposals must meet all four parts as ONE Request for Proposal. Any Proposal that fails to address the four parts in its entirety, may be excluded from consideration.

Section 2 - Objectives

- A. OhioMeansJobs Ottawa County will be responsible for the administration of Career Services through the Workforce Innovation and Opportunity Act (WIOA). These services include:
- 1.) Determination of eligibility to receive Title I assistance
 - 2.) Outreach, intake (may include profiling, and re-employment services) and orientation to Career Services
 - 3.) Initial assessment of skill levels, aptitudes, abilities, and supportive services
 - 4.) Job search and placement assistance; career counseling where appropriate
 - 5.) Access to accurate Labor Market Information
 - 6.) Provision of program performance information and program cost information on training providers
 - 7.) Information and linkage to area Rapid Response System
 - 8.) Information on the performance of the local area and the OhioMeansJobs Ottawa County Career Services.
 - 9.) Information on the availability of supportive services in the local area, including

- child care and transportation, and referral to such services as needed
 - 10.) Information on filing Unemployment-Insurance claims
 - 11.) Assistance in establishing eligibility for Welfare-to-Work Activities
 - 12.) Assistance in applying for financial aid assistance for other training and educational programs available in the local area
- B. OhioMeansJobs Ottawa County Career Services will recommend customers to the Ottawa County Department of Job and Family Services staff, who have demonstrated a need and interest in continued Career Services and Training opportunities. The frequency of such communication will occur on a weekly basis. In doing so, OhioMeansJobs Ottawa County Career Services will be familiar with program eligibility requirements, priority funding policies, and performance outcome goals under the Workforce Innovation and Opportunity Act (WIOA) as referenced through Ohio Department of Job and Family Services Workforce Development electronic manual and rules: <http://emanuals.jfs.ohio.gov/Workforce/> .

Section 3 – Scope of Work & Deliverables

Bidder will describe in the Proposal, how it will deliver each of the items outlined in the *Objectives* of **Part I**, along with each of the following deliverables:

- A. Administer Career Services required under the Workforce Innovation and Opportunity Act (WIOA) at the OhioMeansJobs Ottawa County location within the Ottawa County Community Resource Centre to all individuals interested in receiving those services.
- B. Provide guidance to individuals and employers, with relation to job seeking and career development which ties closely to local labor market needs.
- C. Track and ensure that required partners of the OhioMeansJobs Ottawa County provide Career Services through the OhioMeansJobs Ottawa County location, as agreed to in the Memorandum of Understanding.
- D. Provide a highly trained staff with knowledge of each of the components of required Career Services provided by the partners in the OhioMeansJobs Ottawa County. For budgeting purposes, contractor will provide a minimum of 65 hours of OhioMeansJobs Ottawa County resource center coverage. Contractor staff are not employees of the Ottawa County Department of Job and Family Services. Contractor supervises their own staff maintaining all supervisory duties. Direct supervision costs are allowable in the budget, but contractor will be required to submit documentation through the invoice process to verify tracking of the supervision costs (time sheet of actual time spent completing time sheets, evaluations, disciplinary actions, etc.) billable to this program. The budget and budget narrative submitted in response to this Request for Proposal must include clear explanations and costs for contractor's plan to cover the 65 hours per week. Administrative costs above direct supervision is addressed in Part IV, Proposal

Guidelines.

- E. Utilize OWCMS, OMJ and/or CFIS (or other ODJFS directed tracking system) to monitor Career Services and initiate training service tracking records, provided to job seekers and businesses, the outcome measures associated with those services, and the level of customer satisfaction with the system.
- F. Identify individuals who have utilized OhioMeansJobs Ottawa County Career Services and are in need of staff assisted career services. Utilize pre-screening tools for relevant partner programs and services and share information and documentation gathered on those individuals with appropriate OMJ partner(s).
- G. Provide quality referrals to additional WIOA Career Service and Training service activities under the Workforce Innovation and Opportunity Act, and/or Comprehensive Case Management and Employment Program, with consideration to the suitability of referrals and eligibility for other funding streams.
- H. Follow local Limited Funds policies, when applicable, when identifying referrals to WIOA funded Career and/or Training services.
- I. Encourage businesses and job seekers to complete customer service feedback questionnaires and implement continuous quality improvement strategies based on internal and external feedback on performance of OMJ system.
- J. Promote job and career opportunities through OhioMeansJobs Ottawa County, including through use of social media according to state policy on OMJ branding requirements. Assist in recruitment and assessment to fill positions with business customers.
- K. Provide ample materials and supplies to operate OhioMeansJobs Ottawa County through either purchase under contract or by coordinating purchases/acquisitions that will be resource sharing agreements in the Memorandum of Understanding.
- L. Coordinate Staffing of internal and external partners, along with providing staff, to operate OhioMeansJobs Ottawa County.
- M. Develop and monitor the Job Order sharing process, including sharing job orders with partners, making referrals, and tracking outcomes.
- N. Develop professional development plans/seminars for OhioMeansJobs Ottawa County partners and staff, with input from the OMJ Committee.
- O. Coordinate purchases to promote system-wide marketing efforts which utilize common logo or brand identity.

Section 4: 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 continue to utilize OhioMeansJobs Ottawa County Career Services on an ongoing basis.

- A. Proposals must clearly delineate specific goals and performance standards. Contract for services will be required and will include measurable benchmarks of the program.
- B. Entity submitting proposal must clearly outline its eligibility to become a OhioMeansJobs Ottawa County as one of the following:
 - 1.) Post-secondary educational institution
 - 2.) Employment service agency established under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), on behalf of the local office of the agency
 - 3.) Private, nonprofit organization (including a community-based organization)
 - 4.) Private for-profit entity
 - 5.) Government agency
 - 6.) Other interested organization or entity which may include a local chamber of commerce or other business organization (with exception of elementary and secondary schools).
- C. Technical support for development of this system may be obtained by reviewing the OhioMeansJobs Ottawa County information and performance requirements at www.doleta.gov/usworkforce, www.ohioworkforce.org, or by reviewing the *Workforce Innovation and Opportunity Act*.
- D. Failure to clearly address how each of the *Objectives*, and *Scope of Work and Deliverables* for both Counties will be provided by entity or sub-contract, may result in immediate dismissal of consideration.
- E. Budget and budget narrative outlined in the proposal must clearly identify the 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 the total service expenditures. Budget submitted should follow attached Budget Worksheet (*Attachment #2*) and have a budget narrative attached which describes all budget items and allocation processes. As allocations from the Area 7 Workforce Development Board are not issued until October or November, the following is a three-year historical list of the contracted amounts of the OhioMeansJobs Ottawa County:

Contract from 7/1/2015 to 6/30/2016	Contract from 7/1/2016 to 6/30/2017	Contract from 7/1/2017 to 6/30/2018
\$104,051	\$99, 636	\$99,636

- F. The OCDJFS is seeking to enter into a sub-grant agreement to perform services

beginning November 1, 2018. The OCDJFS 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 OCDJFS, the contract period is expected to run from November 1, 2018 through June 30, 2019. Since state law prohibits financial commitments beyond the fiscal biennium (e.g., 7/01/18 through 6/30/19), the contract with the selected vendor will be subject to renewal each year of the biennium, contingent upon performance and funding, from July 1, 2019 through June 30, 2020 and further renewal from July 1, 2020 through June 30, 2021. Renewal is contingent upon the availability of funds and satisfactory performance by the vendor, and is subject to approval by the OCDJFS.

G. From the issuance date of this RFP, until the contract award has been formally announced by the OCDJFS, there may be no communications concerning the RFP between any vendor which expects to submit a proposal and any employee of Ottawa County, and/or any employee of Ottawa County Departments of Job and Family Services, and/or any OhioMeansJobs Ottawa County Board member, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the bidder. The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to the Question and Answer Period;
2. As necessary in any pre-existing or on-going business relationship between aforementioned entities and any vendor which could submit a proposal in response to this RFP;
3. As part of a clarification question to make a final selection;
4. If it becomes necessary to revise any part of this RFP, OCDJFS will notify only those vendors who were sent or requested an RFP package; *
5. Any Public Records Request (PRR) made through any of the aforementioned entities;

***Important Note:** The OCDJFS will not specifically notify any vendor of changes or announcements related to this RFP unless the vendor has requested an RFP according to instructions herein.

The OCDJFS is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source different from the Question and Answer process described in this RFP. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

Section 5: Completing & Submitting Proposals

The Ottawa county Department of Job and Family Services reserves the right to revise this schedule in the best interest of the State of Ohio, the Ohio Department of Job and Family Services (ODJFS), Area 7, and/or to comply with the State of Ohio and Local procurement procedures and regulations and after providing reasonable notice.

- A. All proposals must be submitted in the format of **ONE original hard copy and ONE electronic copy (CD or USB)**. See “**Proposal Format**” in this Article for more information. All proposals must be submitted to the **Ottawa County Department of Job & Family Services, 8043 W. State Rte. 163, Suite 200, Oak Harbor, Ohio 43449**. Proposals and all supporting documentation must be contained in sealed envelopes marked “**Proposal for OhioMeansJobs Ottawa County Career Services.**” The Ottawa County Department of Job & Family Services will accept sealed proposals including supporting documentation, until 9:00 a.m., Thursday, September 13, 2018. At 9:05 a.m., same day, received proposals will be opened publicly and read aloud. Responses to this Request for Proposals must be submitted timely and in the stated format. The proposals may either be submitted via regular mail or in person. **Faxed or E-mail applications will NOT be accepted.** Failure to follow the format may result in immediate exclusion from consideration. Proposals will be subject to the general requirements and general terms as set forth by the OCDJFS, Area 7 Workforce Development Board, Ohio Department of Job and Family Services and the Workforce Innovation and Opportunity Act.

Section 6: Proposal Format

The **ORIGINAL HARD COPY** should be on white 8 ½ x 11-inch paper, with easily legible font, 12-point size, single spaced and single sided with all originally signed pages, assurances and certifications. The proposal packet 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 will result in rejection of the proposal.**

- I. Request for Proposal Response Cover Page, with name of entity submitting proposal, address, contact person, telephone number, and amount requested (*Attachment #3*)
- II. Checklist for submitting proposal (*Attachment #4*)
- III. Competitive Proposal Affidavit (*Attachment #5*)
- IV. Representations, Assurances and Certifications (*Attachment #6*)
- V. Entity Project Information and Qualifications
- VI. Budget (*Attachment #2*)
- VII. Budget Narrative
- VIII. Certificate of Liability Insurance

***Note: Additional pages may be inserted to provide expanded information for any forms, if necessary*

One electronic copy (USB or 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 #2. All supporting documents, including signature

documents shall be scanned or created in Tagged Image File (*.tif) or Acrobat Reader (*.pdf).

The **second electronic copy (USB or 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 or created in Tagged Image File (*.tif) or Acrobat Reader (*.pdf) **without** identifying information of the Proposer. **Failure to redact all identifying information will result in rejection of the proposal.**

All proposal materials must be submitted in one sealed package marked **“Proposal for OhioMeansJobs Ottawa County Career Services.”**

Continued on following page...

Section 7: Evaluation and Award of Agreement

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 Monday, September 24, 2018, by a representative of the OCDJFS. The written notice will constitute as official notification of selection or rejection of the Proposal. All proposals will be reviewed by a committee with an interest or expertise in workforce development services, but with no conflict of interest into the selection of the Career Services provider. The OCDJFS will make a recommendation to the Ottawa County Commissioners, based on the review process and selection. The startup, initiation, implementation, ongoing training, 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 first be rated on a Pass/Fail to determine that all requirements of the RFP and RFP format have been met. If only one response is received, the System reserves the right to award the contract based upon that entity passing this first test without any additional rating. If more than one proposal is received, all proposals that pass the first criteria will be rated against a total value of 100 possible points. A sub-grant agreement will be awarded to the lowest and best bid. All bids will be rated in accordance with the following rating scale:

Criteria	Point Value
Entity's Eligibility	Pass/ Fail
Entity's plan and ability to deliver Objectives and Scope of Services items listed in Request for Proposals	50
Entity's experience in administering programs of similar scope and requirement. This could include past monitoring information, when available, on similar contracted services.	15
Budget and Budget Narrative	35

- B. All proposals become the property of the OCDJFS, and will be a matter of record. The OCDJFS 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.
- C. A contract will be awarded to the best proposal for each element which, in the judgment of the review committee and County officials, to be in the best interest of the OMJ system. The Board of the Ottawa County Commissioners reserves the right to reject any and all proposals, and to waive any informalities.
- D. 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 OCDJFS reserves the right to award a contract or contracts on factors other than price. The contract award or awards will be made to the

responsible vendor or vendors 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.

- E. All costs directly related to preparation of the Request for Proposal will be the sole responsibility of, and will be borne by submitting vendor.
- F. This Request for Proposals does not constitute an offer. Acceptance of proposals for review does not commit the OCDJFS to award a contract, nor is the OCDJFS liable for any costs incurred in the preparation of a proposal.
- G. At the option of the OCDJFS and the Board of Commissioners of Ottawa County, a contract may be extended two additional one-year periods with no increase in transaction cost or decrease in service and all other terms of contract remains.
- H. Contractors submitting bids in excess of \$100,000 must abide by the following additional requirements:
 - a. A certification that the contractor 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 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR Part 15. The Contractor 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 contractor 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 contractor 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 contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- I. Contractor 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).

- J. Contractor must perform its obligation under the agreement in conformity with all applicable laws, regulations, procedural requirements, either Federal, State or local.
- K. All current and potential charges regarding this service must be in the unit cost unless the OCDJFS approves of a special separate charge.
- L. Contractor must have edits built into the Contractor's invoice system to safeguard against over billing.
- M. Contractor must agree that when any warrant issuance results in an overpayment, the OCDJFS shall be reimbursed by check by the Contractor within thirty (30) days of discovery of the error if the specific Department has previously reimbursed the Contractor for this claim, unless otherwise agreed to offset further invoices by said amount.
- N. Contractor 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.
- O. Contractor 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.** Employers' 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 \$1,000,000 in the annual aggregate to cover any loss, liability or damage alleged to have been committed by the Provider or the Provider's employees, agents or volunteers. The liability policies shall name Ottawa County Department of Job and Family Services, Board of Ottawa County Commissioners and its employees as Additional named Insured
- P. Contractor agrees to the fact that the Contractor's insurance policy and the certificate of insurance furnished to the OCDJFS will contain a provision providing that, in the event of cancellation or non-renewal of the policy, the OCDJFS shall be given thirty (30) days prior written notice.
- Q. Contractor must agree that reimbursement payable under contract is subject to availability of Federal, State and County funding. If during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. Only Contractors who have requested proposals from the OCDJFS will be notified of the cancellation at the earliest possible time.

- R. Contractor must agree that in the event of breach of contract by the Contractor, the OCDJFS reserves the right to legal, administrative and contractual remedies.
- S. Contractor must agree that the contract may be terminated by the OCDJFS by giving the Contractor thirty (30) days prior written notice.
- T. Contractor must agree to comply with all proposal specifications regardless of whether or not individual items are specifically addressed in contract form.
- U. Contractor must provide a disclosure of any pending or threatened court actions and/or claims against the Contractor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.
- V. Contractor 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. Contractor will not promise, or give to any employee of Ottawa County, and/or any employee of Ottawa County Departments of Job and Family Services, and/or any OhioMeansJobs Ottawa County Board member, or any other individual regardless of their employment status, anything of value that could influence that employee in their decision on awarding contracts. Contractor will not try to influence an employee to violate any procurement policy of the OhioMeansJobs Ottawa County or Ottawa County Department of Job and Family Services, and/or of the Ohio Revised Code, or Federal Procurement Regulations.
- W. The Provider 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 Provider.
- X. The System and Departments reserve the right to accept proposals with minor clerical errors such as misspellings, incorrect page order or similar non-consequential errors.
- Y. Provider 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.

An interested party may dispute a solicitation or other request by the OCDJFS 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 in writing within 10 days of the notice of offer, award, cancellation or termination. Disputes must be addressed as follows: Ottawa County Department of Job and Family Services, 8043 W. State Rte. 163, Suite 200, Oak Harbor, Ohio 43449 Attention: Stephanie Kowal, Director

The filed dispute shall include:

- 1) The name, street address, electronic mail address, and telephone and facsimile numbers of the interested party,
- 2) Be signed by the interested party or its representative,
- 3) Identify the solicitation title and/or contract in dispute,
- 4) Set forth a detailed statement of the legal and factual grounds of the dispute including copies of relevant documents,
- 5) Set forth all information establishing the purpose of filing a dispute,
- 6) Set forth all information establishing the timeliness of the dispute,
- 7) Specifically request a ruling, and if desired a hearing, by the Director or Designee of the Department of Job and Family Services,
- 8) State the form of relief requested, and
- 9) Attach any documents to support the dispute.

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. Termination Provisions - the contract may be terminated by either party with thirty (30) days written notice to the other party. OhioMeansJobs Ottawa County will promptly pay the contractor for any outstanding amounts owed to the contractor.
- B. Contractor will invoice OhioMeansJobs Ottawa County, by sending an invoice to the Ottawa County Department of Job and Family Services on a monthly basis.
- C. The awarding and continuation of all contracts are based on the availability of funds.
- D. All information obtained by the contractor will become the property the OCDJFS and may be used by contractor only with the permission of the OCDJFS, subject to confidentiality regulations.
- E. 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 Ottawa County Department of Job and Family Services, or of the State of Ohio; the Contractor will hold and save harmless the Ottawa County Department of Job and Family Services, the Ottawa County Board of Commissioners, OhioMeansJobs Ottawa County 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.
- F. 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.

- G. Contractor will report to the OCDJFS 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 OCDJFS any copyrights and rights in data in accordance with 37 CFR Part 401 and any other regulations issued by HHS or FCS.
- H. 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 OCDJFS makes the final payment and all other pending matters are closed.
- I. The OCDJFS 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/vendor 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.
- J. All case file records maintained by contractor will become the property of the OCDJFS at the end of the contract period, unless contract is renewed.
- K. Upon request, all contractor employees will sign and adhere to any confidentiality agreement developed by the OCDJFS and/or the Ohio Department of Job and Family Services.
- L. Ottawa County Department of Job & Family Services has a capitalization threshold policy for equipment with a dollar value of \$5,000.00 or more, purchased to provide services, must be depreciated, inventoried and maintained by the Contractor. Contractor will utilize the capitalization threshold pertinent to Ottawa County Department of Job & Family Services. 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. 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 purchased under the contract, with remaining residual value, will become the property of OCDJFS at the conclusion of the contract.

- M. 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.
- N. 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 pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
- O. Contractor must certify that its organization does not have an outstanding Finding for Recovery with the Ohio Auditor of State.
- P. 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.
- Q. The OCDJFS may monitor the manner in which the terms of the contract are being carried out in accordance with and monitoring policy. Program monitoring will occur quarterly and Fiscal monitoring will occur annually.
- R. Contractor must also ensure compliance with U.S. Department of Labor CFR 2 CFR 2900.
- S. 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 OCDJFS 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 OCDJFS. 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 OCDJFS in any proposal and thereafter if such relationship should thereafter exist.

Attachment #1 – See separate file for budget templates in Excel format

ATTACHMENT 2

***OhioMeansJobs Ottawa County
Career Services***

Proposal

***(Name, Address, Telephone, Contact Person
Of Entity Submitting Proposal, and amount requested)***

ATTACHMENT 3

Checklist for Submitting Proposals

All proposals responding to *OhioMeansJobs Ottawa County* Request for Proposals must include the following

- Checklist for Submitting Bids
- Competitive Proposal Affidavit
- Representations, Assurances and Certifications
- Entity Project Information and Qualifications
- Budget and Budget Narrative
- Certificate of Liability Insurance

ATTACHMENT 4

COMPETITIVE PROPOSAL AFFIDAVIT
State of Ohio

I, _____, _____,
(Name of person signing affidavit) (Title)

swear that _____
(Name of Individual, Corporation, or Organization)

(NON-COLLUSION AFFIDAVIT) its agents, officers, or employees have not directly, nor indirectly, entered into any agreements, participated in any collusion, nor taken any action to restrain free competition in connection with this proposal.

(NON-DISCRIMINATION AFFIDAVIT) its agents, officers or employees will not discriminate in the hiring of employees for work under this proposal or in providing services sent forth in this proposal on the basis of race, color, religion, sex, age, disability, national origin or ancestry, or political affiliation or belief.

(PERSONAL PROPERTY TAX DELINQUENCY STATEMENT) The organization is not now charged with any delinquent personal property taxes on the general tax list of personal property of the county. If such delinquency is now charged, a statement setting forth the unpaid delinquent taxes and any due and unpaid penalties and interest now follows:

(CERTIFICATION) The information contained in this proposal fairly represents the organization and its proposed operating plans and price for the Scope of Services and Deliverables described in the Request for Proposals. I acknowledge that I have read and understand the requirements and provisions of this Request for Proposals, and this organization is prepared to provide the Scope of Services and Deliverables, as specified in this proposal.

I certify that I am authorized to sign the attached proposal, and to commit this organization to the provisions described in the Scope of Services and Deliverables, and other provisions contained in the Request for Proposals. Furthermore, I can and do certify that this is a firm offer to complete the items outlined in the Request for Proposals.

I further certify that my organization does not have an outstanding Finding for Recovery with the Ohio Auditor of State office.

I do certify that this organization is not currently involved in any state of formal bankruptcy proceedings

I certify that my organization 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 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR Part 15.

I do certify that my organization is required to report any violations to the State/County agency and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

I do certify that my organization and/or its principals 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.

I do certify that my organization 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.

I do certify that my organization shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Finally, I certify that all information contained in this proposal is true and correct, and shall be open to verification, should The Department choose to do so.

Signature

Date

Sworn to and subscribed before me this _____ day of _____

(Notary Public)

My Commission Expires:

_____, Ohio

16. The company certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this Request for Proposals. Yes No
17. The company certifies it will not use the contract funds to lobby? Yes No
18. The company certifies it is a drug-free work place? Yes No
19. The company certifies it is not delinquent on any Federal debt? Yes No

Signature

Date

