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REQUEST FOR PROPOSALS FOR STRATEGIC PLAN CONSULTATION SERVICES

RFP 08-002

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(March 24, 2008)

Bidder's Conference: April 9, 2008

Location: Hamilton County Job and Family Services

222 East Central Parkway

6th Floor

Cincinnati, Ohio 45202

Due Date for Proposal submission: April 25, 2008

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REQUEST FOR PROPOSAL (RFP) FOR STRATEGIC PLAN CONSULTATION SERVICES

MISSION STATEMENT

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

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job and Family Services (HCJFS) is seeking proposals from qualified individuals to provide expert consultation services for the development of HCJFS' Strategic Plan. The purpose of this plan is to develop a vision and direction that will help HCJFS make informed and proactive decisions to address short term and long term needs for our customers. The three major divisions of HCJFS public assistance, child protection, and child support. Each division is governed by laws and rules that mandate the actions of policy makers in the administration of the programs. Collectively, these mandates establish the confines of the environments in which HCJFS operate. While the rules of administration are generally prescriptive in nature, there are opportunities for creativity. Where those opportunities exist, HCJFS has developed a reputation for understanding the needs of its customers and responding to those needs creatively and aggressively. The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple vendors and to award contracts for any or all the services proposed.

1.2 Scope of Service

HCJFS will be completing an organizational strategic plan between July and December 2008. The intent of this RFP is to engage a consultant to act as a facilitator and to develop a strategic plan. HCJFS wishes to engage stakeholders: customers, political leaders, community advocates, partners, and businesses in the development of the strategic plan. HCJFS requires the final product be a document that is used to make operational and organizational decisions.

1.2.2 Service Components

The intent of this RFP is to engage a consultant to act as facilitator and work with HCJFS staff in performing the following tasks necessary to complete a strategic plan for HCJFS:

A. Preparation and Initiation:

1. Meet with the HCJFS Director and the Strategic Planning team to review the current Strategic plan and the current mission and values of the organization to refine the goals of the Strategic planning process;
2. Preparation of a time line, project roles and responsibilities and work schedule;
3. Establish processes for collecting input to develop the plan;
4. Review relevant programs, policies, procedures and processes. Review organization, management and operational structures and relevant efficiency reports. Document findings; and
5. Develop a process and tools for obtaining community input by involving stakeholders. Involvement may include interviews, surveys, focus groups, tasks forces or open houses. (Stakeholders include HCJFS customers, employees, community leaders, advocates, and partners.)

B. Create a Strategic Plan that includes, at a minimum:

1. Short-term and long-term action plan;
2. Relevant data/trends;
3. Description of process for developing recommendations;
4. Recommendations for updating HCJFS' mission and vision, specifically clarifying the role of HCJFS;
5. List of specific goals and objectives for the next three (3) years, including recommended implementation strategies where appropriate;
6. Summarize the entire process into a strategic planning document that will serve as a blueprint for future decision making; and
7. Identify performance indicators for continued evaluation and improvement.

C. Implement Plan:

1. Distribute plan to HCJFS and community stakeholders;
2. Ongoing Communication of plan;
3. Develop reporting system for plan; and
4. Monitor process.

HCJFS' goal is to work with a consultant who is able to meet the entire continuum of services. However, the HCJFS reserves the right to award multiple contracts to successful bidder(s). for all or some of the services proposed.

2.0 Vendor Proposal

It is required all proposals be submitted in the format as described in this section. Each submission must have one original proposal with ten (10) copies, using twelve (12) point Arial font when possible. Vendors are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein.** Proposal sections must be numbered corresponding to the following format:

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables

Section 2.2.1 – Project Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

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

The Cover Sheet must also include the proposed Unit Rate(s) for services provided is proposing for the contract year one (1). These Unit Rate(s) must be supported by the Budget.

2.2 Service and Business Deliverables

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

2.2.1 Project Components

Describe and provide specific examples of how your organization will:

- A. Demonstrate the expertise and experience in the formulation and development of comprehensive strategic plans. **Provide a sample or a copy of a strategic plan for a project of similar scope or size.**
- B. Provide a plan for successful stakeholder participation and feedback. **Include a description of a plan for stakeholder participation, and details of proposer's strategic planning experience working with stakeholders and the community at large.**
- C. Provide an outline of the steps to be completed to accomplish the Scope of Service. **Include an outline, template and/or list of critical elements of the plan; an estimation of time and effort required by HCJFS staff in the preparation of this strategic plan; and a description of how the working relationship with HCJFS staff is to occur as the plan is developed and implemented.**
- D. Provide a plan for successful completion of the strategic plan by December 2008. **Submit a projected timetable of events that identify proposed project milestones and completion time.**
- E. Once the strategic plan is in place, monitor and report on strategic plan outcomes. **Describe a plan to develop a reporting and evaluation system for the progress of the plan.**

2.2.2 System and Fiscal Administration Components

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

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

- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts – (if applicable) Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company.
- D. Agency's/Company Primary Business - State the organization's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish projects, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.
- G. Job Descriptions - For all positions in the proposed project budget.
- H. Project Quality Documents - Attach documents which describe and support project quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent project quality.
- I. Organization's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.

Please provide the following attached only to the original proposal:

- J. Organization Ownership - Describe how the organization is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- K. Annual Report - A copy of Vendor's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement. If no audited statements are available, Vendor must supply equivalent financial statements certified by Vendor to fairly and accurately reflect the Vendor's financial status. It is the responsibility of the

Vendor to redact tax identification numbers from all documents prior to submission to HCJFS.

- L. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin no later than July 2008. Vendor must submit a Budget and a calculation of the Unit Rate for the contract term of one (1) year, Vendor understands this will be used to compensate Vendor for services provided. Budgets and Unit Rate must be submitted in the form provided as Attachment C. For renewal years, any increases in Unit Rate will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Unit Rate of the prior term. HCJFS does not guarantee that the Unit Rate will be increased from one contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.
- B. Vendor must warrant and represent the Budget is based upon current financial information and projects, and includes all costs relating to but not limited by the following:
 - 1. Travel expenses;
 - 2. Mileage;
 - 3. Lodging;
 - 4. Meals and Incident Expenses and;
 - 5. Other direct services (e.g. insurance), administration, needed to accurately calculate the cost of a unit of Service (the "Unit Rate").

All revenue sources available to Vendor to serve children identified in the Scope of Work shall be listed in the Budget, and utilized, where permissible, to reduce the Unit Rate. All costs must be specified for the various parts of the project. Cost must be broken down by type of work as well as classifications for staff, i.e. senior project manager vs. lower level position.

The Unit Rate for services proposed for each contract year must be listed on the Cover Sheet, Attachment A.

- C. Vendor must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- D. Vendor must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Vendor is a for-profit organization.
- E. Vendor will be supplied with temporary HCJFS contractor badges. Loss of these badges or vendor’s failure to return badges within 10 (ten) days of contract termination or vendor termination will result in a \$10.00 (ten dollar) charge for each badge. Vendor should detail this possible expense in budget.
- E. For the purposes of this RFP, “unallowable” project costs include:
 - 1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 - 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 - 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 - 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or project;
 - 5. entertainment costs for amusements, social activities and related costs for staff only;
 - 6. costs of alcoholic beverages;
 - 7. goods or services for personal use;
 - 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 - 9. gains and losses on disposition or impairment of depreciable or capital assets;
 - 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 - 11. costs incurred for interest on borrowed capital or the use of a governmental unit’s own funds, except as provided in OAC 5101:2-47-25(n);
 - 12. losses on other contracts’;

13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fund raising;
19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
23. major losses incurred through the lack of available insurance coverage; and
24. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

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

2.4 Customer References

Vendor must submit at least three (3) letters of reference for whom services were provided similar in nature and functionality to those requested by HCJFS. Reference letters from HCJFS or HCJFS employees will not be accepted. Each reference must include at a minimum:

- A. Company name;
- B. Address;
- C. Phone number;
- D. Fax number;
- E. Contact person;
- F. Nature of relationship and service performed; and,

G. Time period during which services were performed.

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

2.5 Personnel Qualifications

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

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

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

3.0 PROPOSAL GUIDELINES

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

3.1 Project Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	March 24, 2008
Bidders Conference	April 9, 2008
Deadline for Receiving Final RFP Questions	April 11, 2008
Deadline for Issuing Final RFP Answers	April 16, 2008
Deadline for Proposals Received by HCJFS Contact Person	April 25, 2008
Proposal Review Completed	May 7, 2008
Estimated Commencement of Contract	July, 2008

3.2 HCJFS Contact Person

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

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

3.3 Registry for the RFP

All interested vendors must fax or e-mail the HCJFS Contact Person to register for the RFP by completing the attached Registration Form (Attachment G). The fax number is 513-946-2384 and the e-mail address is donalb@ifs.hamilton-co.org. Only vendors registering for the RFP will be considered for a contract. All others vendors will be disqualified.

3.4 Bidders' Conference

The Bidder's Conference will take place at **the HCJFS, Alms & Doepke Building 222 E. Central Parkway, Cincinnati, Ohio 45202, 6th Floor, Room 6SE601, on April 9, 2008 at 12:00 p.m.**

All communications being mailed, faxed or e-mailed are to be sent only to the HCJFS Contact Person listed in Section 3.2.

- A. Prior to the Bidders' Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contract Person. The questions and answers will be distributed at the Bidders' Conference. All answers issued in response to Vendor questions become part of the RFP and the RFP process.
- B. After the Bidders' Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. No questions will be accepted after **April 11, 2008**. The final responses will be faxed or e-mailed on **April 16, 2008** by the close of business.
- C. Only Vendors who register for the RFP will receive copies of questions and answers.

3.5 Prohibited Contacts

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

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

- A. Public officials;
- B. HCJFS project manager and his/her staff assigned to the project;
- C. HCJFS Contract Services' staff; and
- D. HCJFS staff involved with the RFP development, management and evaluation process.

Examples of unauthorized communications are:

- A. Prior to the award being made, telephone calls, emails, letters and faxes regarding the project or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2; or
- B. Visits in person or through a third party attempting to obtain information regarding the RFP.

3.6 Vendor Disclosures

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

3.7 Vendor Examination of the RFP

Vendors shall carefully examine the entire RFP and any addendum 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. Please review all requirements and the proposal to ensure accuracy.

If Vendors discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addendum issued pursuant to Section 3.7, Addendum to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the Bidder's Conference, Section 3.3, without divulging the source of the request for same.

If a Vendor fails to notify HCJFS prior to **April 17, 2008** of an error in the RFP known to the Vendor, or of an error which reasonably should have been known to the Vendor, the Vendor shall submit its proposal at the Vendor's own risk. If awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addendum to RFP

HCJFS may modify this RFP no later than **April 22, 2008** by issuance of one or more addendum to all parties who registered for the Bidder's Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Vendors who registered for the Bidder's Conference will be notified and will receive the addendum via fax or e-mail. In the unlikely event emergency addendum by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Vendors who registered for the Bidder's Conference. All addendums to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

3.9 Availability of Funds

This project is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process will be canceled. HCJFS will notify Vendor at the earliest possible time if this occurs. HCJFS is under no obligation to compensate Vendor for any expenses incurred as a result of the RFP process.

4.0 Submission of Proposal

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

4.1 Preparation of Proposal

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

Hamilton County may entertain alternative proposals submitted by Vendor which may contain responses that differ from the specifications contained in this RFP. All alternative proposals must conform to the RFP instructions and outcomes.

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than **11:00 a.m. EST on April 25, 2008.** ***Proposals received after this date and time will not be considered.*** If Vendor is not submitting the proposal in person, Vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Agreement

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by **11:00 a.m. EST on April 25, 2008** 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. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. EST on April 25, 2008** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to Project Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. Completed Budgets, Section 2.3;
- F. Customer References, Section 2.4; and
- G. Personnel Qualifications, Section 2.5.
- H. Registry for RFP

Stage 2. Evaluation Committee Review

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

Does Not Meet Requirement	A particular RFP requirement was not addressed in the vendor's proposal.
Partially Meets Requirement	Vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level.
Meets Requirement	Vendor's proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation.
Exceeds Requirement	Vendor'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. Review Committee may request information from sources other than the written proposal to evaluate Vendor's projects or clarify Vendor's proposal. Other sources of information, may include, but are not limited to, the following:

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

Stage 4 Evaluation

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 45% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 30% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered is worth 10% of the total evaluation score.

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

- A. Project Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 20% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% 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 Agreement. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Vendor(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the project, with price and other factors considered.

- C. HCJFS will work with selected Vendor to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Vendor.
- D. If HCJFS and selected Vendor are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with Vendor. In such event, HCJFS reserves the right to select another Vendor from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Qualified Vendors passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Vendor wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Vendor and be addressed to the HCJFS Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Vendor should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Vendor's non-selection.

5.0 Terms and Conditions

The contents of this RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Vendors.

5.1 Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract shall incorporate the terms, conditions and requirements of the RFP, the Vendor's proposal, and any other mutually agreed upon terms.

5.2 Order of Precedence

The successful Vendor's proposal, this RFP, and other applicable addendum will become part of the final contract. This RFP and all attachments are intended to supplement and complement each other and shall where permissible be so interpreted. However, if any provision of this RFP or the attachments conflict, this RFP takes precedence.

5.3 Contract Period, Funding & Invoicing

A contract will be written for the term of one (1) year. Contract payment is based on Unit Rates for authorized services already provided. HCJFS will use its best efforts to make payment within 30 days of receipt of timely and accurate invoices and required documentation.

See Attachment B for a sample Vendor Contract for minimum contractual requirements of all HCJFS Vendors. HCJFS reserves the right to add or delete contract language to meet project needs.

5.4 Confidential Information

HCJFS is required to maintain the confidentiality of consumer information. The sharing of consumer information with HCJFS business partners and service vendors is governed by numerous laws, regulations, policies and procedures. The governing requirements were developed to ensure that confidentiality is maintained and that appropriate security procedures are implemented and followed to address the exchange of information. Any Vendor engaging in any service for HCJFS will be required to hold confidential consumer information.

As a means of ensuring the confidentiality of consumer information, all data exchanged by e-mail that is outside of the HCJFS e-mail network will be transmitted as an attached WORD or Excel document that has been encrypted and password protected. The sender and receiver of confidential consumer information are required to initiate the use of new passwords on the first day of each quarter. The passwords will be established by HCJFS and given to the selected vendor(s). Non-encrypted information must be sent to HCJFS via fax, in person, or regular or certified mail on a disk or flash drive.

5.5 Insurance

Vendor agrees to procure and maintain for the duration of any contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with Vendor's products or services as described in the contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Vendor agrees to procure and maintain for the duration of any contract Workers' Compensation. The cost of all insurance shall be borne by Vendor. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A; VII. Vendor shall purchase the following coverage and minimum limits;

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

Additional insured endorsement;

Product liability;

Blanket contractual liability;
Broad form property damage;
Severability of interests;
Personal injury; and
Joint venture as named insured (if applicable).

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. The Vendor agrees the business auto liability policy will be endorsed to provide this coverage.

Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

Additional insured endorsement;
Pay on behalf of wording;
Concurrency of effective dates with primary;
Blanket contractual liability;
Punitive damages coverage (where not prohibited by law);
Aggregates: apply where applicable in primary;
Care, custody and control – follow form primary; and
Drop down feature.

Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

The Vendor further agrees with the following provisions:

The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County 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, business auto and umbrella/excess liability policies."

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

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.

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

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

Vendor was under Contract with the County on behalf of HCJFS.

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

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 project administration, claim reporting and investigating and audit procedures.

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

Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.

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

5.6 Declaration of Property Tax Delinquency

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

county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

5.7 Campaign Contribution Declaration

As part of the submitted proposal, Vendor will include the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 (“HB 694”)), Attachment F. HB694 limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the HCJFS public website located at <http://www.hcifs.hamilton-co.org/>, under the Community Vendors information tab.

All individuals or entities interested in contracting with Hamilton County, Ohio are required by HB 694 to complete the applicable affidavit certifying compliance with contribution limits set forth by the Bill. All current and potential vendors should closely review HB 694 or risk loss of their opportunity to obtain or retain Hamilton County contracts. Please seek guidance from your legal counsel if you have questions pertaining to HB 694 as we are unable to provide individual legal advice. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

5.8 Terrorist Declaration

In accordance with ORC 2909.32(A)(2)(b), Vendor agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, Attachment G. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is a felony of the fifth degree. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.