



CLINTON COUNTY JOB AND FAMILY SERVICES
1025 S SOUTH STREET
WILMINGTON, OHIO 45177
Nicole Rodman, Director
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Date: April 15, 2022

To: Potential Deliverer of Workforce Innovation and Opportunity Act (WIOA) Management and Oversight Professional Services

From: Clinton County Job and Family Services

Re: Request for Proposals (Competitive Proposal Process) for Management and Oversight for Workforce Innovation and Opportunity ACT/Workforce Development Funding and activities and business operations of OhioMeansJobs_Clinton County.

The Clinton County Job and Family Services (CCJFS) is seeking proposals from vendors to provide management and oversight for Workforce Innovation and opportunity Act/ Workforce Development funding and activities and business operations of OhioMeansJobs_Clinton County to assist Clinton County Youth and Adults with education, training, and employment related services for the period of July 1, 2022 through June 30, 2023.

The requirements are listed below. CCJFS Will accept Proposals at 1025 S. South Street, Wilmington, Ohio 45177 until 4:30pm on May 31, 2022. Late proposals will not be accepted.

TABLE OF CONTENTS

I.	Background and purpose	page 2
II.	Services to be Provided	page 2
III.	Funding	page 2
IV.	Eligible Service Providers	page 3
V.	Contract Period	page 3
VI.	Request for Proposal (RFP) Process	page 3
VII.	Reserved Conditions	page 4
VIII.	Evaluation Process	page 5
IX.	Terms and Conditions	page 5
	Vendor requirements	page 9
	Management Assurances	page 10
	Certifications regarding Debarment, Suspension, ineligibility, and Voluntary Exclusion	page 11
	Vendor Code of Conduct	page 12

I. Background and Purpose

Clinton County Job and Family Services (CCJFS) is a public agency serving the county in Public Assistance, Child Support, Children Services, and Workforce Development.

Clinton County is part of the Clinton County is part of the Greater Ohio Workforce Board Inc. (GOWBI). The vendor selected to provide management and oversight services is expected to have an expert knowledge in the area of workforce development and WIOA funding which is a combination of state and federal funding provide to county job and family service agencies to provide mandated workforce development related activities to county residents. Eligibility for services is determined by the OhioMeansJobs_Clinton County staff. Services provided by the vendor are cost reimbursable and subject to approval by CCJFS. All programs administered through OhioMeansJobs_Clinton County that are funded by state and federal funds are subject to subrecipient monitoring by CCJFS.

II. Services to be Provided

The vender selected to provide management and oversight services is expected to have an expert level of knowledge in the areas of workforce development an WIOA funding, work cooperatively with the various Boards, potential employers, educational partners, and meet/exceed mandates and performance goals. The provider shall at a minimum provide workforce development services to Clinton County residents and perform administrative/management function in support of Workforce Development, Workforce Innovation and Opportunity Act (WIOA), CCJFS and the Greater Ohio Workforce Board Inc.

- Responsible for keeping the Director of CCJFS updated with information about funding, mandates, initiatives, performance measures and any concerns about OhioMeansJobs_Clinton County operations, local economic development or related issues concerning county partners.
- Assist in support of the Greater Ohio Workforce Board Inc. This may include attending meeting and various functions and working with GOWBI to develop and implement local policy which impacts the local workforce development.
- Provide advice or technical assistance, write, or assist in the creation of policy or process to achieve site certification.
- Preparation MOU outlining cost sharing.
- Assist CCJFS Director and County Board of Commissioners in developing, providing accurate information that assist local employers in maintaining a well-trained workforce.
- Assist in overall budget preparations and prioritizing for local WIOA/TANF funding.
- Negotiates and advances joint workforce ventures and activities with adjacent counties to jointly commit WIOA, TANF, or other funds for mutual services or activities.
- Represents the CCJFS Director, OhioMeansJobs_Clinton County as necessary at GOWBI, regional, and state workforce meetings.
- Attend meetings as necessary to comply with expectations of this contract, attend training necessary to remain at a professional level of knowledge relative to the implementation/operation of WIOA.
- Prepare miscellaneous grant applications, as may become necessary.

This is not intended to be a complete description of duties; but is however, and indication of typical duties.

III. Funding

Funding of this program comes from the Ohio Department of Job and Family Services to the GOWBI, and then allocated to county department of job and family services. Funding levels are determined by Congress and are subject to change at any time. Various funding streams have included but are not limited to, Workforce Innovation and Opportunity Act

(Youth, Adult, Dislocated Worker allocations, National Emergency Grant funds, Rapid Response Funds, Temporary Assistance for Needy Families (TANF), and Prevention, Retention and Contingency (PRC).

IV. Eligible Service Providers

Public, private non-profit, and private for-profit entities are eligible to submit proposals. Service providers must have a proven track record in providing oversight and management and workforce related activities.

V. Contract Period

Initial proposals may be for up to a 12-month period, starting July 1, 2025. The issuer reserves the right to extend this contract for no more than two additional 12 month periods, not to exceed June 30, 2028.

VI. Request for Proposal (RFP) Process

All proposals which conform to these instructions will be reviewed. This process does not commit CCJFS to award a contract or to pay for costs incurred in the preparation of the RFP, or to otherwise procure services. CCJFS reserves the right to accept or reject any or all proposals in full or in part. CCJFS reserves the right to reject any proposal in which the proposer takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that CCJFS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority. Proposals will be reviewed for accuracy, consistency, and completeness. CCJFS may request additional information to aid in review and selection. All requested amounts are subject to negotiation based upon final approval by CCJFS and the Board of Clinton County Commissioners.

Proposers should read the entire contents of this RFP, and all questions should be answered completely, honestly, and to the best of the proposer's ability, and all directions should be followed.

Each proposal must contain all of the following:

A. Program Narrative

Cover letter (and any attachments) to address in detail:

1. Organizational capacity and history of performance
2. Proof of liability coverage
3. Staff qualifications
4. Applicable references
5. Federal employer identification number
6. Workers Compensation account number
7. Unemployment Insurance account number
8. Persons with authority to:
 - Negotiate proposals
 - Signs contracts
 - Modify contracts
 - Terminate contracts

B. Vendor Requirements (attached)

C. Management Assurances (attached)

D. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (attached)

E. Vendor Code of Conduct (attached)

F. Budget Information Summary and any budget attachments

On a cost reimbursement basis, the initial budget shall be for 12 months written at a cost not to exceed "X" and shall be based on a cost per hour basis. Documented travel and miscellaneous costs are part of these costs.

1. Describe the type of accounting system your agency/organization uses to record financial transactions.
2. Specify whether the accounting system used is tailored to conform to the Ohio revised Code.
3. Provide a brief explanation of the day-to-day internal office procedures used to record cash receipt and disbursements.
4. Identify the person(s) authorized to receive and disburse funds that is a contract is awarded, this person shall be required to be bonded as a level commensurate with the amount of funds proposed for obligation or to \$100,000.00, whichever is lower. Attach proof of such bonding if a contract is awarded. Further, a policy of liability insurance minimum of \$100,000.00 per person and \$100,000.00 per occurrence is mandatory to cover act for negligence or omission.

H. Copy of most recent audit

Vendors must demonstrate financial stability. Financial stability will be demonstrated by providing a copy of the most recently completed audit. Please note that successful proposers must have sufficient income from non-WIOA/TANF sources or agency cash reserves to provide a minimum of 60 days cash flow, as this is a cost-reimbursement vendor contract.

Please submit 1 original proposal along with 2 copies. Proposals are to be hard-copy only (no e-mails). No binders or covers are permitted. Proposals must be received by the deadline date and time at Clinton County Job & Family Services at 1025 S. South Street, Wilmington, Ohio 45177. Postmarks will not be considered equivalent to "received". The office is open from 7:30am – 4:30pm Monday through Friday except holidays. Late proposals will not be accepted.

Incomplete proposals shall be found non-responsive and eliminated from consideration.

Please be advised that conditions or factors affecting the terms of this RFP may be amended due to changes in Workforce Investment act/TANF funding or fiscal policies at the local, state, or federal level. All accepted proposals are subject to final negotiations.

Each proposal will be reviewed and evaluated by CCJFS management (see Evaluation Process in Section VI). Selection should be made within approximately 4 weeks after the RFP deadline.

Awards will be made to responsible vendors whose proposal is most advantageous to CCJFS with price and other factors considered. Unsuccessful applicants will be notified promptly. Contracts awarded as a result of this solicitation will be on a cost-reimbursement agreement. The cost reimbursement agreement reimburses the contractor for approved actual costs and involves the processing of invoices with complete documentation through CCJFS, the Board of County Commissioners, and the Greene County Auditor before payment is made. Claims made to the CCJFS for reimbursement shall not duplicate claims made by the contractor to other sources of public funds for the same service.

The CCJFS reserves the right extend contracts awarded through this RFP for two additional years (July 1, 2025 through June 30, 2025). The CCJFS further reserves the right to amend, modify, or terminate contracts resulting from this RFP.

Questions regarding the Request for Proposal process should be directed by e-mail to Nicole.Rodman@jfs.ohio.gov. All answers will be available to all proposers.

VII. Reserved Conditions

This RFP does not commit Clinton County to award a contract or pay any costs incurred in the preparation of a proposal in response to this request. All proposals submitted in response to this RFP become property of Clinton County and, as such, become “public information” once a contract has been awarded and finalized. Further, the County Reserves the right to:

1. Negotiate with all qualified sources or to cancel, in part or in its entirety, this RFP if it is in the best interest of the issuer to do so.
2. Accept or reject any or all proposals received as a result of this solicitations.
3. Monitor and audit all programs funded.
4. Require services providers to participate in appropriate conference, seminars and in-service training activities.
5. Require that all facilities used for this program are accessible to the disabled.
6. Extend the initial contract to include up to an additional 12 months of operation based on the initial period of demonstrated performance effectiveness and subject to the availability of funds and successful negotiation (not to exceed June 30, 2028).
7. Extend or modify the deadline for submittal of proposals.
8. Increase funding and service levels based on additional funds awarded and/or received during the time period referenced by this RFP.
9. Waive minor irregularities in proposal submitted
10. Return all responses meeting technical requirements for a nest and final offer.

VIII. Evaluation Process

Proposals will be evaluated and selected based on their ability to assure the following, which are rated as follows for a maximum total score of 180 points:

- A. Record of prior similar, successful service (30 points)
- B. Demonstrated ability to work with WIOA, TANF, or PRC requirements as addressed in proposal (30 points)
- C. Cost of proposal is reasonable in relation to services being provide (30 points)
- D. Proposer has demonstrated administrative and fiscal capabilities to manage the proposed program (30 points)
- E. Qualifications of proposed staff are adequate to ensure program success (30 points)
- E. Proposal is responsive to the services and activities requested in the RFP (30 points)

IX. Terms and Conditions

All proposers must agree to and comply with the terms and conditions of this RFP, including all local, state, and federal laws governing the services and funding associated with this program.

Administrative Remedies for Violations

Upon violation or breach of any contract provision, the CCJFS may exercise any administrative, contractual, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the CCJFS retains the right to exercise all remedies hereinabove mentioned. The contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate State or Federal audits directly related to the provisions of the contract. The contractor must agree to reimburse the CCJFS the full amount of the payment received for services provided under the contract to consumers that do not meet the

eligibility requirements. The contractor must agree to reimburse the CCJFS the full amount of payment received for services not covered by the contract. The contractor must agree to reimburse to the CCDJFS the full amount of payment received for duplicate billing, erroneous billing, deception claims, or falsification.

Delinquent Personal or Property Tax

Prior to entering into a contract, the proposer/potential contractor shall submit a statement affirmed under oath that the person with whom the contract is being made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent property tax on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal office to the county treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such a statement has been incorporated as a part thereof.

Findings for Recovery from Auditor of State

No state agency and no political subdivision shall award a contract for goods or services paid for in whole or in part with state funds to a person against whom a finding for recovery has been issued by the auditor of state on and after January 1, 2001, if the finding for recovery is unresolved.

Ethics and Conflict of Interest

The contractor must agree that it will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. The contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Clinton County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement. The contractor must agree that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect. The contractor must certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

All proposers, as a part of the RFP process, must declare compliance with this code of conduct and must disclose and describe any potential direct or indirect conflict of interest, including family or business relationships with any GCDJFS employees. If a conflict, real or apparent, does exist, it must be declared and described, and the individual(s) concerned must exclude themselves from participation in the procurement process. All such declarations will be in writing. No funds will be paid to any proposer who influences or attempts to influence CCJFS employees in connection with the awarding of any contract. Potential contractors who attempt to improperly influence the process will be disqualified. The attached Vendor Code of Conduct must be signed by all proposers.

Certification of Debarment, Suspension, Ineligibility, & Voluntary Exclusion

All proposers must sign the attached Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion. No awards shall be made to any party which is debarred, suspended, ineligible, or otherwise excluded from participation in Federal assistance programs. The contractor must certify that neither the contractor nor any principals are debarred, suspended, or otherwise ineligible or excluded from participation in federal assistance programs under executive orders 12549 and 12689, "Debarment and Suspension", and other applicable regulations and statutes, including 2 C.F.R. parts 180, 200, and 417, 29 C.F.R. part 98, and 45 C.F.R. part 75.

Insurance

All contracts shall require the vendor to furnish to the Board of Clinton County Commissioners a Certificate of Insurance, which shall contain a Notice of Cancellation clause with notification being sent 30 days prior to cancellation to the Board's office. Cancellation of insurance will constitute a default, which, if not remedied within the 30-day notification period, shall cause immediate termination of the contract.

Non-Discrimination/Equal Employment Opportunity

The contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). No person with responsibility in the operation of a program of the CCJFS will discriminate with respect to any program participant or applicant for participation in such program because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, or genetic information. In addition, reasonable accommodations must be provided in compliance with the Americans with Disabilities Act. Any contractor found to be out of compliance may be subject to investigation by the Office of Civil Rights and termination of the contract. Specifically, the contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, or genetic information and will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to such. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor will incorporate the foregoing requirements in all of their contracts for any of the work prescribed in this RFP and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. In addition, the contractor must agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the contractor complies with all applicable federal and state non-discrimination laws. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, or genetic information. The contractor will incorporate the foregoing requirements in all of its contracts for any of the work prescribed in this RFP and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. The contractor must certify that they are an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations.

Records Access

The CCJFS, Ohio Department of Job and Family Services, Federal Department of Health and Human Services, Controller General of the United States or any other duly authorized representative, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts, and transcriptions.

Records Retention

Financial, Programmatic, statistical, recipient records, and supporting documents must be retained for a minimum of three years after the ODJFS acceptance of the final closeout expenditure report, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim negotiation, audit, or other action involving the records has started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the regular three year period, whichever is later.

Termination Provisions

Either party may terminate the contract upon 30 days written notice to the other party. CCJFS may terminate the contract immediately upon delivery of written notice to contractor if CCJFS has discovered any illegal conduct on the part of contractor, any violation by contractor of articles of the contract, or loss of funding. Upon receipt of notice of termination, the contractor agrees that it will cease work on the terminated activities under the contract, terminate all

subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the contract, including, without limitation, results accomplished, conclusions reached, and other such matters as CCJFS may require. In the event of termination, the contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by CCJFS on the rate set forth in the contract, less any funds previously paid by or on behalf of CCJFS. CCJFS is not liable for any further claims, and the claims submitted by the contractor are not to exceed the total amount of consideration stated in the contract. If CCJFS or the contractor fails to perform an obligation or obligations under the contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by CCJFS is not effective unless it is in writing signed by the director. The parties must further agree that should the contract be terminated, or should the contractor become unable to provide the services agreed to for any reason, such service as the contractor has provided up to the date of termination or of its inability to continue the terms of the contract shall be eligible to be billed and paid according to the provisions of the contract. The parties must further agree that should the contract be terminated or should the contractor become unable to complete the work requested in the contract for any reason, such work as the contractor has completed up to the date of termination or of its inability to continue the terms of the contract shall become the property of CCJFS. CCJFS shall not be liable to tender and/or pay to the contractor any further compensation after the termination of the contract or the contractor's inability to complete the terms of the contract, which date shall be the date of termination, unless extended upon request by CCJFS. Notwithstanding the above, the contractor shall not be relieved of liability to the CCJFS for damages sustained by the CCJFS by virtue of any breach of the contract by the contractor. CCJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by the CCJFS by virtue of any breach of the contract by the contractor. CCJFS may withhold any compensation to the contractor until the amount of damages due the CCJFS from the provider is agreed upon or otherwise terminated.

Miscellaneous

Miscellaneous

The contractor must agree to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- All contractors are required to provide workers compensation or other insurance coverage for injuries which may be suffered by participants.
- All contractors must comply with any applicable minimum wage hour and maximum hour provisions of the Fair Labor Standards Act.
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3);
- Davis-Bacon Act as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5);
- Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. part 5);
- "Rights to Inventions" clause 37 C.F.R. part 4001 pertaining to patent rights with respect to and discovery or invention which arises or is developed in the course of or under such contract;
- All applicable standards, orders, or requirements issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- Contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment (31 U.S.C. 1352).

Furthermore, the contractor must agree to cooperate with the Ohio Department of Job & Family Services and any child support enforcement agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state or federal law.

VENDOR REQUIREMENTS

In submitting this proposal, the vendor agrees to the following requirements of the request for proposal and any subsequent contracts awarded as a result of the same:

1. Proposers are to follow the guidelines contained in this document when preparing their response to the proposal.
2. All proposals submitted will be subject to the following procedures:
 - a) Proposals that fully comply with the RFP will be reviewed by CCJFS management.
 - b) Proposers will be notified in writing of approval or denial of their proposals.
 - c) Proposers who are approved for funding must enter into a formal contract for services.
 - d) Budget/contract negotiations will be conducted by CCJFS management.
 - e) All contracts for services must be approved by the Board of Clinton County Commissioners for final approval.
 - f) When determined in the best interest of CCJFS, contracts will be awarded to proposers whose proposal is most advantageous to CCDJFS. While price is always a factor, it may not be the controlling or most significant factor. The proposer that is awarded a contract must be responsive to the RFP and must also be judged responsible.
3. The RFP does not commit the CCJFS to award a contract, to pay cost incurred in the preparation of a proposal, or to procure or contract for services prior to issuance of a signed contract. CCJFS reserves the right to accept or reject any or all proposals received, to negotiate services and costs with proposers, and to cancel in part or in entirety this RFP. CCJFS reserves the right to reject any proposal in which the proposer takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that CCJFS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority. Funding levels are subject to change. Each proposal will be reviewed with respect to price, administrative program capabilities, and conformance to the RFP criteria.
4. The contents of proposals submitted by successful proposers will become part of the awarded contract, and funding will be contingent upon their agreement to the provisions included herein and the formal contract.
5. Any printed media material related to services under this agreement shall recognize the CCJFS as the funding source and shall be cleared with CCJFS prior to release
6. Any expenditures or services which exceed the amount agreed upon are the vendor's sole responsibility and shall not entitle the vendor to additional payments or benefits under the contract. If expenditures are determined disallowed or in violation of the contract terms and conditions the vendor shall be responsible for repaying the amount of disallowance to CCJFS including and audit findings /exceptions for disallowed costs as the result of any internal or external audit.
7. The vendor agrees that it will comply with all terms and conditions outlined in Section VI (Terms and Conditions) of this RFP.
8. The vendor shall include a copy of the most recently completed audit with this RFP.

Authorized Representative's Signature

Date

MANAGEMENT ASSURANCES

The CCJFS will enter into contracts only with organizations which provide reasonable assurance in their applications that they are capable of managing, operating, monitoring, and reporting according to federal and state guidelines, and standards of usual and customary business practices. This shall include:

1. Sufficient organizational and financial capability to operate the program.
2. Making available for review and monitoring the names and qualifications of their officers, directors, and managing personnel who have operational or fiscal responsibilities for the contracted services.
3. Assurance that internal policies meet state and federal guidelines regarding Equal Employment Opportunity and provide for fair and reasonable employment practices.
4. Assurance that no person with responsibility in the operation of the program will discriminate with respect to any participant or applicant because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, genetic information.
5. Assurance that internal policies prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. Assurance that appropriate standards for health and safety in work and training situations will be maintained.
7. Assurance that the CCJFS may not be held responsible for payment of funds if some of those same funds have not been received by the State.
8. All reports, brochures, and pamphlets developed through this contract will acknowledge CCJFS and its role as the funding source.
9. Assurance that the vendor recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed cost.
10. Assurance that the vendor will provide Worker's Compensation for injuries which may be suffered by participants.
11. Assurance that the vendor has sufficient income from non-WIA, TANF, or PRC sources or cash reserve to provide a minimum of 60 days cash flow, as this is a cost-reimbursement vendor contract.
12. Assurance that the vendor has read the Terms and Conditions in Section VI of this RFP and agrees to comply with them in their entirety.

The authorized representative must assure and certify that he possesses the legal authority to enter into a contract.

Authorized Representative's Signature

Date

CERTIFICATION REGARDING DEBATEMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The vendor certifies the following:

- 1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or otherwise ineligible or excluded from participation in federal assistance programs under executive orders 12549 and 12689, "Debarment and Suspension", and other applicable regulations and statutes, including 2 C.F.R. parts 180, 200, and 417, 29 C.F.R. part 98, and 45 C.F.R. part 75.
- 2) The prospective vendor certifies that neither it nor its principals has a finding for recovery issued by the Auditor of State on and after January 1, 2001, if the finding for recovery is unresolved.

Printed Name & Title of Signatory Authority for Proposing Agency

Signature

Date

VENDOR CODE OF CONDUCT

Maintaining the integrity of public procurement is crucial in preventing fraud and abuse of public funds. No contractor, individual, company or organization seeking a contract or seeking to sell goods or services to CCJFS will promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. No contractor or individual, company or organization seeking a contract or grant or seeking to sell goods or services to CCJFS will ask an officer, employee or agent of the agency to violate any of the code of standards of conduct requirements. Contractors acting on behalf of CCJFS will refrain from activities which could result in violations of this rule.

All CCJFS contracts shall contain provisions requiring the contractor to refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, to agree that it will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42, or 2921.43 of the Ohio Revised Code and will refrain from conflicts of interest, whether direct or indirect.

All contracts of the CCJFS shall include a certification by the contractor that it is in compliance with and will maintain compliance with the requirements listed in the paragraph above. The contractor will promptly notify the CCJFS of any newly arising conflicts of interest or potential violations of state ethics laws.

Contractors in violation of these laws may be prosecuted for criminal violations. Any contract who violates the requirements of this code of conduct or related C.F.R. and Revised Code is subject to having the related contract terminated or having the CCJFS refuse to enter into a contract along with penalties and sanctions.

I have read the above information and understand that I am subject to this policy and law. I confirm to the best of my knowledge and belief that I am in compliance with this policy and law and that no conflict of interest exists, as defined within this information, except for the following matters:

_____ None

_____ I hereby acknowledge that a potential conflict of interest could arise as a result of my position.

Description:

Name & Title: _____

Signature: _____

Date: _____