



Clark County Board of Developmental Disabilities

REQUEST FOR PROPOSALS

Clark County Board of Developmental Disabilities (CCDD)
Managed Network Services
RFP #: 01-CY-2024

Managed Network Services
January 1, 2024 to December 31, 2026

Offered by
Clark County Board of Developmental Disabilities
2527 Kenton Street
Springfield, Ohio 45505 937-328-4626

Deadline for Proposal Submission is November 30, 2023
REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED

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CLARK COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
Network Services
RFP# 01-CY-24

SECTION I. GENERAL PURPOSE & PROVIDER INFORMATION

1.1 Purpose

Clark County Board of Developmental Disabilities intends to award a contract to one provider (Contractor), as appropriate in the judgment of the CCDD, for its agency. For the purposes of this document, Clark County Board of Developmental Disabilities will be referred to as the CCDD

The CCDD seeks to outsource the management of its Information Technology (I.T.) infrastructure and applications to an outside vendor. It is the desire of the CCDD to consolidate this management under one agreement with a qualified firm or group to support the entire I.T. environment. This support includes:

- A. Network
- B. Internet
- C. Email
- D. Application Management
- E. Infrastructure Support
- F. Network Security
- G. Disaster Recovery
- H. On Site and Remote Client Service
- I. 24/7 System Monitoring and Response

1.2 Project Problem Statement

CCDD has been using a vendor to manage its network for the past three years and uses Datatalk for our voice over IP phone system. CCDD owns the network equipment, but all servers are cloud hosted.

1.3 Background Statement

The CCDD has approximately 149 employees, 193 PCS, 18 I Pads and 82 iPhones and 9 servers.

1.4 Agency Philosophy and Services

The CCDD mission statement: Empower people throughout their lifetime, to achieve their fullest potential.

1.5 Project Summary

The CCDD is requesting one vendor who is able to perform maintenance and general Information Technology (I.T.) management services onsite forty (40) hours per month during normal business hours to service

demand. Vendor will also provide cloud based hosting of email and servers. Services shall include, but are not limited to:

- A. Support for all network systems located at the CCDD;
- B. Scheduled maintenance to all the above including updates, backups and virus protection;
- C. New hardware/software/system installation;
- D. Server Migrations/Upgrades;
- E. Support for all printers and printer networks;
- F. Firewall configuration as needed;
- G. License and network documentation;
- H. Network security including spam and virus filtering;
- I. Provide expertise on behalf of CCDD for external vendors providing software/hardware solutions;
- J. Daily Remote Services; o I.T. service provider shall respond to requested maintenance and/or repair calls within two (2) hours when the requested maintenance and/or repair is one that can be completed from the service provider's remote site.
- K. 7 Days a week On-call Service o I.T. service provider shall ensure that all essential applications at the CCDD are supported 7 days a week. Service provider shall respond within two (2) hours of a service call and be onsite the same business day when essential applications are negatively impacted.

1.5.1 Email Service

Cloud hosted HIPAA compliant email service

Email encryption solution to ensure HIPAA compliance when emailing external parties.

Archival of emails to meet CCDD retention policies

Anti-spam and anti-virus filtering

1.5.2 Virtual Private Servers

The CCDD is requesting one vendor to provide private cloud services to run their server infrastructure.

The current virtual server setup is as follows:

- A. Nine (9) Windows 2022 Servers with vendor supplied Windows license.
- B. One (1) Microsoft SQL Standard Server with vendor supplied SQL license.
- C. 148GB of total RAM
- D. 2.6TB of enterprise SSD storage
- E. Remote Desktop Services for 110 users with vendor supplied RDS licenses.
- F. 5TB of backup storage replicated to geographically diverse datacenters.
- G. Full hypervisor level backups
- H. Replicate most recent backup data to on premise NAS owned by CCDD
- I. Content filtering and gateway antivirus for remote desktop

1.6 Anticipated Procurement Timetable

Servers and datacenter to meet HIPAA encryption requirements

<u>Date</u>	<u>Event/Activity</u>
Nov. 13 th , 2023	CCDD releases RFP to potential providers; Q&A period opens - RFP becomes active. - Proposers may submit inquiries for RFP clarification.
Nov. 20, 2023	Bidders’ Conference for Proposers
Nov. 25, 2023	Proposer Q&A Period Closes 9 a.m. (for inquiries for RFP clarification). - No further inquiries for RFP clarification will be accepted.
Nov. 30, 2023	CCDD provides Final Proposer Question & Answer document.
Dec. 10, 2023	Deadline for Proposers to Submit Proposals to CCDD (4 p.m.). - This is the proposal opening date, beginning of the CCDD process of proposal review.
Dec 19, 2023	Contract submitted to CCDD Board for approval.
	Letter of intent to award contract issued by CCDD. - All applicants notified.
Jan 1, 2024	Service provision begins.

CCDD reserves the right to revise this schedule in the best interest of the CCDD to comply with the CCDD procurement procedures and regulations and after providing reasonable notice. Only the CCDD Board has the authority to bind the CCDD into a contract. The letter of intent to award is not binding. Since the letter of intent to award is not binding, any costs incurred by the bidder prior to the Board’s award may not be recovered from CCDD.

1.7 Reporting Requirements

Two types of reporting are required:

- A. Provide reports by the tenth (10th) of each month for services provided in the preceding month. The reports are:
 - A.1. Activity Report (Security Patch, Server Monitoring, Backup Monitoring, Device Monitoring)
 - A.2. Uptime Chart
 - A.3. Network Health
- B. Provide reports by the end of the week following the week in which services were provided. The reports must, minimally, contain the following:
 - B.1. Services performed while onsite
 - B.2. Project status/projections

1.8 Internet Question & Answer Period; RFP Clarification Opportunity

Providers may ask clarifying questions regarding this RFP via email during the Q&A Period as outlined in Section 1.6, Anticipated Procurement Timetable. To ask a question, providers must submit all questions in writing, via email to rshankar@clarkdd.org prior to the closing time and date for the Question & Answer Period. All e-mailed questions must be titled "Managed Network Services RFP- Request for Clarification" in the subject line. The CCDD reserves the right to disregard any e-mails that are not properly titled in the subject line.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The provider must also include the name of a representative of the provider, the company name and business phone number. CCDD may, at its option, disregard any questions which do not appropriately reference a RFP provision or location, or which do not include identification for the originator of the question. If the CCDD determines that a question cannot be resolved by reference to any section of the RFP, the CCDD may, at its discretion, make necessary additions or changes to the RFP by addendum or amendment. The CCDD will not respond to any questions submitted after 9 a.m. on the date the Q&A period closes.

CCDD responses to all questions asked via email will be posted on the CCDD website dedicated to this RFP or, for reference by all providers. Providers will not receive personalized or individual email responses. Clarifying questions asked and the CCDD' responses to such questions comprise the "CCDD Q&A Document" for this RFP. Responses will include the relevant page number, heading, and provision in question. Provider proposals in response to this RFP are to take into account any information communicated by the CCDD in the Final Q&A Document for the RFP.

If any additions or changes are made to this RFP as a result of the Q&A process, an addendum or amendment to the RFP will be posted on the CCDD website dedicated to this RFP or provider. It is the responsibility of all providers to check this site on a regular basis for responses to questions, as well as for any addendums, amendments or other pertinent information regarding this RFP.

Accessibility to the CCDD Q&A Document will be clearly identified on the website dedicated to this RFP, once that document is made available.

IMPORTANT: Requests from providers for copies of previous RFPs, past provider proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 1.10, Communication Prohibitions will be honored. The posted time frames for the CCDD responses to email questions for RFP clarification do not apply to PRRs.

Providers are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past-related contract. Requirements under a current project may or may not be required by CCDD under any future contract, and so may not be useful information for providers who choose to respond

to the RFP. If providers ask questions about existing or past contracts using the Q&A process, the CCDD will use its discretion in deciding whether to provide answers. Interested providers should also refer to RFP Section 1.11, Contract Period and Funds Available, for related information.

There is an established time period for the Q&A process (see Section 1.6, Anticipated Procurement Timetable, above). The CCDD Q&A document will only answer those questions submitted within the stated time frame for submission of provider questions, and which pertain to issues of RFP clarity, and which are not requests for public records. CCDD is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

Should providers experience technical difficulties accessing either the CCDD website where the RFP and its related documents are published, they may contact Ravi Shankar at rshankar@clarkdd.org or by phone at 937-328-4626.

1.9 Bidders' Conference

A bidders' conference has been scheduled for **November 20, 2023 at 11:00am** in the Admin Conference Room at the CCDD Campus 2527 Kenton Street Springfield, Ohio 45505. Please enter through Admin Building to the conference room. CCDD staff will be available to respond to questions regarding the requirements of the RFP. Questions asked at the conference and **final** responses will be included in the Q&A document.

While attendance is not mandatory, CCDD strongly encourages potential proposers to attend this conference. Please bring your copy of the RFP.

As noted in Section 1.10, Communication Prohibitions (below) of this RFP, CCDD may not specifically notify any provider of changes or announcements related to this RFP except through the website posting, unless otherwise requested by the provider. It is the affirmative responsibility of interested proposers to be aware of and fully respond to all updated information posted on this web page.

1.10 Communication Prohibitions

From the issuance date of this RFP until an actual contract is awarded to a provider, there may be no communications concerning the RFP between any provider that expects to submit a proposal and any employee of CCDD, 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 contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.8, Q&A Period, and Section 1.9, Bidders' Conference;
2. For the purpose of conducting necessary business arising from a pre-existing or on-going business relationship with CCDD;
3. As part of any provider interview process initiated by CCDD, which CCDD deems necessary in order to make a final selection;

4. If it becomes necessary to revise any part of this RFP, the CCDD will post those revisions, amendments, etc., to the website dedicated to this RFP.
5. Any Public Records Request (PRR) made through the CCDD.
6. Notification of any changes or announcements related to this RFP through the CCDD vendor notification list; and
7. Negotiations with the offeror who submits the proposal that the CCDD determines is the most advantageous to the county in accordance with the RFP's selection procedures.

***Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested providers through the original web page established for the RFP. All interested providers must refer to that web page regularly for amendments or other announcements. The CCDD may not specifically notify any provider of changes or announcements related to this RFP except through the website. It is the affirmative responsibility of interested providers to be aware of and to fully respond to all updated information posted on this web page. Providers without access to the web page established for the RFP may request that amendments to the RFP or documents related to it be sent to them by contacting Ravi Shankar via email or U.S. mail at the following address, rshankar@clarkdd.org or Clark County Board of Developmental Disabilities Attn: Ravi Shankar, 2527 Kenton Street Springfield Ohio 45505.

CCDD is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source not authorized for this RFP. **Any attempts at prohibited communications by providers may result in the disqualification of those providers' proposals.**

1.11 Contract Period

The anticipated contract period is from January 1, 2024 to December 31, 2026. CCDD may, at its discretion, amend the contract for two additional years effective January 1, 2027 concluding no later than December 31, 2028

SECTION II. PROVIDER EXPERIENCE AND QUALIFICATIONS

2.1 Demonstration of Experience

The CCDD is seeking a provider whose organizations possess the experience listed below.

Vendors must demonstrate that these minimum requirements are met:

- A. Experience working with Developmental Disabilities Organizations
- B. 5+ years of experience in HIPAA IT Compliance
- C. Advanced experience with Primary Solutions applications: Infal, Gatekeeper, Advisor
- D. Three (3), or more, years of experience performing in a senior administrator capacity with Microsoft Server 2008 / 2012 in a mixed production environment (e.g. engineering, installation, administration, support, configuration, problem determination for software such as operating systems);
- E. Three (3), or more, years of experience with supporting - Active Directory 2008 / 2012 (e.g. configuring, upgrading, problem determination, proactive maintenance);
- F. Three (3), or more, years of experience with MS SQL Server 2008/2012 (e.g. installing, maintaining, upgrading, configuring, problem determination);
- G. Two (2), or more, years of experience in system analysis to increase the availability and performance of complex multi-server Production and test environments (e.g. identifying issues, solutions and strategies);
- H. Five (5), or more, years of experience providing virtual private cloud services (e.g. installing, maintaining, tuning, configuring).
- I. Three (3), or more, years of experience using third party performance monitoring tools to monitor servers and network infrastructure. Two (2), or more, years of experience with Microsoft Terminal Server/ Remote Desktop Services (e.g. installing, supporting, configuring, problem determination);

2.2 Prior Experience

1. Describe the adequacy of staff, equipment, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this project.
 - a. Does the Provider have demonstrated experience in completing similar projects on time and within budget?
 - b. Do the individuals assigned to the project have experience on similar projects?
 - c. How extensive is the applicable education and experience of the assigned personnel?

SECTION III. SCOPE OF WORK & SERVICES TO BE PROVIDED

3.1 Scope of Work

Proposals should demonstrate the following abilities:

- A. Review, participate in, and make recommendations for disaster recovery plans involving the Microsoft Operating System Software and Hardware environment and projects that utilize this platform;
- B. Create and/or assist in the creation of policies and procedures that will be sent through a formal clearance process;
- C. Ensure technology and its use adheres to HIPAA and CCDD policies.
- D. Conduct internal and external penetration tests of the network.
- E. Work with third party security auditors upon request.
- F. Use private cloud services to minimize on premise hardware.
- G. Provide private cloud hosted servers and support as follows;
 - 1. Evaluate, install, test, configure, maintain, tune, and troubleshoot software and hardware;
 - 2. Monitor performance, develop reports, recommend adjustments and implement approved changes to provide customers high performing systems;
 - 3. Develop estimates and project plans for the work being performed as part of these deliverables;
 - 4. Develop technical documents for support processes (i.e. handbooks, document installation configurations, proposed resolutions, etc....)
 - 5. Prepare monthly status reports for upper management as described in section 1.7.
 - 6. Perform Server Migrations/Upgrades;
 - 7. License and network documentation
- H. Support for all network systems located at the CCDD;
 - 1. Evaluate, install, test, configure, maintain, tune, and troubleshoot software and hardware;
 - 2. Monitor performance, develop reports, recommend adjustments and implement approved changes to provide customers high performing systems;
 - 3. Respond to degradation or loss of network services.
 - 4. Develop estimates and project plans for the work being performed as part of these deliverables;
 - 5. Develop technical documents for support processes (i.e. handbooks, document installation configurations, proposed resolutions, etc....)
 - 6. Prepare monthly status reports for upper management as described in section 1.7;
 - 7. Firewall configuration as needed;
 - 8. License and network documentation
- I. Scheduled maintenance to all the above including updates, backups and virus protection;

- J. New hardware/software/system installation;
- K. Support for all printers and printer networks;
- L. Network security including spam and virus filtering;
- M. Provide network expertise on behalf of CCDD for external vendors providing software/hardware solutions
- N. Daily Remote Services;
 - 1. I.T. service provider shall respond to a requested maintenance and/or repair call within two (2) hours when the requested maintenance and/or repair is one that can be completed from the service provider's remote site
- O. 7 Days a week On-call Service
 - 1. I.T. service provider shall ensure that all dispatch, booking and other essential applications at the CCDD are supported 7 days a week. Service provider shall respond within two (2) Hours and be onsite the same business day of such a service call
- P. Attend on site meetings when required by CCDD

3.2 Specification of Deliverables

- A. Provide reports by the tenth (10th) of each month as defined in section 1.7 Reporting Requirements.
- B. Provide reports by the end of the week following the week in which services were provided as defined in section 1.7 Reporting Requirements.
- C. Be onsite for forty (40) hours per month. This can be scheduled in increments of four (4) hours. Normal schedule will be Monday-Friday with the option of Saturday and Sunday to limit agency downtime.
- D. 95% of service calls via remote or onsite will be responded to within two (2) hours.
- E. Notify CCDD staff, via telephone, of critical network incidents within one hour of the critical network incident
- F. Provide Network Analysis, Diagram, and Documentation
- G. Upgrades/Updates will be applied timely
- H. Monitoring of CCDD network will be handled 24/7

3.3 Expected Outcomes

- A. CCDD network infrastructure will be reliable, fast, flexible, and secure
- B. 99% Server up-time

3.4 Responsibilities of Clark County Board of Developmental Disabilities

- A. The CCDD will provide a space for Provider to utilize while onsite;

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- B. The CCDD will provide reasonable notice to Provider for meetings where Provider's presence will be required.
- C. The CCDD will assign a Project Manager to liaison with the selected provider for the duration of the project.

SECTION IV. LIMITATIONS AND OTHER REQUIREMENTS

4.1 Limitations

The award of a contract is contingent upon the approval of CCDD. No contract shall be valid and legal until it has been approved and executed, in signature, by the superintendent and comptroller on behalf of the board.

This RFP does not commit CCDD to award a contract or to pay any cost incurred in the preparation of a proposal. CCDD reserves the right to accept or reject any or all proposals, in whole or in part, to negotiate services and cost with proposers, and to cancel in part or in its entirety this RFP. The CCDD may waive minor defects that are not material when no prejudice will result to the rights of any provider or to the public. CCDD also reserves the right to reject the proposal of any provider, at any time prior to the execution of a contract with that provider, if any person brings information to the attention of CCDD the proposal review team, or the CCDD, raising a serious question concerning safety or the provider's competence, reliability, or responsibility.

CCDD will review each proposal with respect to price, proposer's administrative and programmatic capabilities, and conformance to the RFP criteria. CCDD may reject all responses if proposed rates are unreasonable or if the proposers do not meet the RFP acceptance criteria. All proposals submitted in response to the RFP will become the property of CCDD.

Proposal selection does not guarantee that a contract for services will be awarded. CCDD reserves the right to terminate the negotiation process in the event that negotiations fail with the potential vendor whose proposal is selected or issues arise during negotiations that prevent CCDD from contracting with that potential vendor. If this happens, CCDD, in its sole discretion, reserves the right to: (1) select another potential vendor that responded to the RFP or (2) cancel and/or reissue the RFP.

4.2 Interview

Providers submitting proposals may be required to participate in an in-depth interview as part of the evaluation process if two or more providers' proposals are considered responsive and receive substantially equal scoring through the agency's evaluation process. The interview, if necessary, may include participants from the CCDD and/or other county agency staff or other representatives it may appoint, as appropriate. The provider shall bear all costs of any scheduled interview.

4.3 Proposal Cost

Costs incurred in the preparation of this proposal are to be borne by the provider and CCDD will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the provider and will not be County's responsibility (see Section 4.2, Interview, above).

4.4 Certifications

Proposers are not required to submit insurance certificates in order for their proposals to be considered. **However, the provider whose proposal is selected shall be required to present current insurance certificates prior to the commencement of the contract.** In the event that the winning bidder fails to present satisfactory insurance certificates when the proposed contract is submitted to the CCDD for approval, CCDD, in its sole discretion reserves the right to (1) select another provider's proposal or (2) cancel and/or reissue the RFP. The standard requirements of insurance for providers who hold contracts with Clark County are found in Section X, Article VI. Providers must provide, in their proposals, assurances that the minimum insurance requirements will be met.

Providers must disclose any circumstances of which the providers know or reasonably should know, including, but not limited to financial, legal, administrative, or safety risks, which might prevent them from meeting the insurance requirements by the time the contract is signed. Provider shall have an ongoing duty to disclose any such circumstances that could foreseeably result in loss of coverage or denial of a claim during or after the duration of any contract entered into pursuant to this RFP.

4.5 Contractual Requirements

The provider whose proposal is selected will be required to agree to the terms of the Contract included in the RFP as Section X. Such terms may not be modified or rejected absent a written waiver granted by the CCDD pursuant to the RFP's waiver provisions. Additional terms shall not be permitted unless specifically included in the provider's proposal and accepted by the CCDD. Such additions will be added to the contract's statement of work by the CCDD during negotiations of the final contract.

4.6 Personal Property Tax Statement

As part of the submitted proposal, providers must include the attached notarized Personal Property Tax Statement (included in this RFP as Attachment C). Failure to include this statement as part of the proposal submitted to CCDD will result in the disqualification of the provider's proposal from consideration.

4.7 Campaign Contribution Declaration

As part of the submitted proposal, providers must include the attached notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code form (Campaign Contribution Declaration – HB694). Amended Substitute House Bill 694 ("HB 694") limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts.

All providers interested in responding to this RFP must include the completed Campaign Contribution Form (included in this RFP as Attachment B) in their proposals.

4.8 Subcontractor Identification and Participation Information

Any providers proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the

proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, federal tax ID number, and principle business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the provider is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

4.9 Proposal Clarifications

CCDD reserves the right to request clarifications from providers of any information in their proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

CCDD requires proposal submissions in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

1. **One** paper copy original signed and sent to the following address. One electronic version via email to rshankar@clarkdd.org (Microsoft Word document):

Clark County Board of Developmental Disabilities
Attn: Ravi Shankar
2527 Kenton Street
Springfield, Ohio 45505

If the two formats are not received on the same date, the latter date upon which both submission formats are received is considered to be the submission date.

The providers' proposals must be submitted no later than 4:00pm on November 23, 2015. Faxed submissions will not be accepted. CCDD will not consider a provider's proposal to be submitted until the time at which the proposal is actually received by CCDD in both the paper and electronic formats. A proposal will not be deemed "submitted" until the proposal is complete.

Providers' original proposal must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. All copies (both paper and electronic) of the original proposal must include copies of ALL information, documents, and pages in the original proposal. A provider's proposal will be considered to be incomplete if the Provider fails to comply with this paragraph.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a provider's proposal submission (e.g. letters of recommendation from past customers of the provider's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be delivered. CCDD is not responsible for proposals incorrectly addressed or for proposals delivered to any location other than the address specified above.

For hand delivery on the due date, providers are to deliver the proposals to the address specified above. **CCDD is not responsible for any proposals delivered to any address other than the address provided above.**

5.2 Format for Organization of the Proposal/Proposal Content

Proposal Format

The CCDD discourages overly lengthy and costly proposals. In order for the CCDD to evaluate proposals fairly and completely, vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Responses must be submitted as required in section 5.1. All proposals submitted will become the property of CCDD and will not be returned.

Proposals must remain open and valid for ninety (90) days from the opening date, unless the time for awarding the contract is extended by mutual consent of CCDD and the vendor.

SECTION A - INTRODUCTION

Cover page

This must include the RFP number, title and the complete vendor's name and mailing address.

Cover letter

Proposals must include the telephone number of the person the CCDD should contact regarding the proposal.

Proposals must confirm that the organization will comply with all the provisions of this RFP, and include a conflict of interest statement. Any exceptions to the CCDD contract general terms and conditions should be discussed here.

The vendor must provide a brief description of the organization including history; number of years the organization has been in business; type of services provided; legal status of vendor organization, i.e. corporation, partnership, sole proprietor; Federal Tax ID number.

The vendor must submit a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company's principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant.

A vendor representative authorized to make contractual obligations must sign the cover letter.

Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of your document readily. Identify each section of your response as outlined in the proposal package.

Executive Summary

Provide a high-level overview of your approach, the distinguishing characteristics of your proposal, and the importance of this project to your overall operation.

SECTION B – PROJECT UNDERSTANDING & MANAGEMENT

Provide the Following Information:

1. What do you understand to be the purpose and scope of this project?
2. What are the pertinent issues and potential problems related to the project?

Scope of Work/Solution/Project Narrative

- 1.** What is your proposed solution to the needs identified by the CCDD

Describe your project management approach including:

1. The method used in managing the project.
2. The project management organizational structure including reporting levels and lines of authority.
3. Describe your approach to project control, including details of the methods used in controlling project activities.

Project Reporting

1. Describe your status reporting methodology including details of written and oral progress reporting.

Interface with the County

1. Describe your contact points with the CCDD including types of communications, and level of interface.

Deliverables 1. Describe the deliverables in specific, and to the extent possible, measurable terms.

SECTION C – Security & Third Party Relationships Security & Third Party Relationships

1. Describe your strategy for securing your client's data. Include your company's policies as well as any security certificates that you possess. Explain how you will ensure that the security clearances required for CCDD are adhered to.
2. Describe how you would maintain confidentiality in strict conformance with HIPPA and other confidentiality laws & regulations.
3. Please include a list of team members and their credentials for your organization for the entire life cycle of the relationship. Include the procedure for evaluating and replacing staff, if requested.
4. Please include a list of established relationships with third party contractors, including Microsoft, Dell, and HP. Include your certification or partner level, if appropriate, and experiences in working with these contractors.

SECTION D - SERVICES & DOCUMENTATION

1. Describe service levels you will provide to the CCDD. Note that penalties will be assessed for not meeting service level response times identified. Describe your work order/trouble ticket system.
2. Describe availability of key staff during normal business hours.
3. Describe availability of key staff outside of normal business hours.
4. Describe how staff is available 7 days a week.
5. Provide your guaranteed response time for issues dependent upon severity and time of day.
6. Provide your average response time for after-hours issues.
7. Describe your philosophy/strategy for scheduled down times for routine maintenance.
8. Describe your communication strategy for keeping the CCDD informed of system conditions and changes.
9. Describe your plans for disaster recovery.
10. Describe how your on-site support representative would work and describe any special requirements that would need to be filled by the CCDD.
11. Describe how major upgrades would be applied and what upgrades would require additional fees.
12. Describe your monitoring tools and strategies to monitor and ensure the stability of the computing environment in the CCDD.
13. Describe how you would document and record maintenance, installation, performance, and changes to the system.
14. Describe the documentation that you would make available to the CCDD at the end of the contract period.
15. Identify the potential risks and problems, which, in your experience, occur on projects of this type. Identify the steps that can be taken to avoid or mitigate these problems and steps to be taken should the problem occur. Incorporate activities in the project plan to reduce the occurrence, severity and impact of events or situations that can compromise the attainment of any project objective.

SECTION E – QUALIFICATIONS & EXPERIENCE

Vendor Qualifications

1. Identify the qualifications that you bring to this project. Explain what differentiates your services from others in the market.

Personnel

1. All proposed key project personnel, including subcontractor staff, must be identified in the proposal. Resumes of all key project personnel are required. Bidders may redact personal contact information, which is included on resumes for administrative use (i.e., home addresses, home phone number, personal email address, etc.). Each person's role is to be identified and documented in the following format:
 - a. Name

- b. Position with company
 - c. Role in the project
 - d. Experience with the specific tasks being proposed
 - e. Work history on similar projects
 - f. Legal Relationship with the Prime Contractor
2. Provide an organizational chart including all the personnel assigned to accomplish the work described in your proposal. Designate the person responsible and accountable for the completion of each component and deliverable of the proposal.

The CCDD reserves the right to approve or disapprove any change in the successful Provider's project team members whose participation is specifically offered in the proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by the prime contractor.

Customer References

The Provider must submit (3) references, names and phone numbers for similar projects your organization has completed. There is a limit of one (1) total reference from any Clark County government agency (including the Board of County commissioners and other appointing authorities (e.g. Courts, Sheriff, Prosecutor, etc.).

Contract Performance

If a provider has had a contract terminated due to the provider's non-performance or poor performance during the past five years, whether proven or alleged, all such incidents must be described, including the other party's name, address and telephone number. If no such terminations have been experienced by the provider in the past five years, so indicate.

Subcontractors

Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of the CCDD project manager, and with prior written approval from the project manager. Providers will be responsible for the subcontractors meeting all terms and conditions of the specifications.

Conflict of Interest

Each provider shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The CCDD reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor. The CCDD determination regarding any questions of conflict of interest shall be final.

SECTION F – BUDGET

The bidder shall provide the annual cost of providing services as detailed in the RFP for each year. The year wise annual cost will be shown for each of the years for management of IT Infrastructure as detailed in the RFP:

- 1) Maintenance of IT infrastructure as detailed in the RFP

A detailed breakdown of annual cost will assist us in analyzing the cost structure. Costs could be broke down as follows:

- A. Regular Hour Cost
- B. Emergency Hour Cost

Payment Schedule

Provider must include a proposed schedule of payments. The trigger for payment for each cost must be identified (e.g. timing, deliverable).

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

CCDD will contract with the provider that best demonstrates the ability to meet the requirements as specified in this RFP. Providers submitting a response will be evaluated based on the capacity and experience demonstrated in their proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of employees of the CCDD and/or other CCDD staff or other representatives it may appoint. Providers should not assume that the review team members are familiar with any current or past work activities with CCDD. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Scoring for the proposals:

A. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass the following. Review. **Any “no” answer to the questions listed below will eliminate a proposal from further consideration.**

1. Was the proposal received by the deadline as specified in Sections 1.6, Anticipated Procurement Timetable, and 5.1, Proposal Submission Information?
2. Did the provider submit seven paper copies (one original and six copies) and one electronic copy of their proposal?
3. Does the provider’s proposal include all required affirmative statements and certifications, signed by the provider’s responsible representative, including the following:
 - Provider Assurances Form, Attachment A
 - Personal Property Tax Statement (see Section 4.6 of this RFP)
 - Campaign Contribution Declaration (see Section 4.7 of this RFP)
 - Copy of the most recently completed financial audit
4. According to those certifications, does the provider affirmatively indicate that it is not on the federal debarment list; that it is fiscally solvent; that it will meet all Federal, State, and Local compliance requirements; and that the person signing the form is authorized to enter into a contract with CCDD?

6.2 Review Process Caveats

CCDD may, at its sole discretion, waive minor errors or omissions in providers’ proposals/forms when those errors do not unreasonably obscure the meaning of the content.

CCDD reserves the right to request clarifications from providers to any information in their proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by CCDD, and providers' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 1.10 of this RFP. Such communications are expressly permitted when initiated by CCDD, but are at the sole discretion of CCDD.

Should CCDD determine a need for interviewing providers prior to making a final selection, results to interview questions shall be scored in a manner similar to the process described in Section 6.1, Scoring of Proposals, above. Such scored results may be either added to those providers' proposal scores, or will replace certain criteria scores, at the discretion of CCDD. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all providers participating in the interview process for that RFP.

CCDD reserves the right to negotiate with providers for adjustments to their proposals should CCDD determine, for any reason, to adjust the scope of the project for which this RFP is released. Such communications are not violations of any communications prohibition, and are expressly permitted when initiated by CCDD but are at the sole discretion of CCDD.

Any provider deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the contract.

6.3 Final Provider Recommendation

The interview committee will recommend to the Superintendent of the CCDD who will recommend to the Board the provider offering the proposal most advantageous to CCDD as determined by the processes and requirements established in this RFP.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any potential, or actual, provider may file a protest on any matter relating to the process of soliciting proposals. Such a protest must comply with the following guidelines:

1. Protests shall be in writing and shall contain the following information:
 - a. The name, address, and telephone number of the protestor;
 - b. The program name of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by CCDD;
 - e. A statement as to the form of relief requested from CCDD; and
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest;
2. A protest shall be considered timely if received within the following periods:
 - a. A protest based on any alleged improprieties or events about which the protestor knew or could have reasonably discovered, prior to the deadline for receipt of proposals, shall be filed no later than the deadline for receipt of proposals.
 - b. If the protest relates to the interview team or the Superintendents recommendation to award a contract or to reject any or all proposals, the protest shall be filed no later than 9 a.m. of the seventh (7th) calendar day after the issuance of the Letter of Intent to Award the contract or if applicable, after the issuance of the Letter of Intent to Reject all proposals.
3. An untimely protest may be considered by CCDD if it determines that the protest raises issues significant to CCDD procurement system. An untimely protest is one received by the CCDD after the time periods set forth in Item 2 of this section.
4. All protests must be filed at the following location:

**Clark County Board of Developmental Disabilities
William Bagnola, Superintendent
2527 Kenton Street
Springfield, Ohio 45505**

5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Board determines that a delay will severely disadvantage CCDD. The provider(s) who would have been awarded the contract shall be notified of the receipt of the protest.

7.2 Changes to the RFP

Changes in this RFP of a material nature will be provided via the agency website or by mail (if requested in advance). All providers are responsible for obtaining any such changes without further notice by CCDD.

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. Provider Assurances Form *(To be completed and included in the proposal packet as specified in Section 5.2)*
- B. Campaign Contribution Declaration Form *(To be completed and included in proposal packet as specified in Section 5.2)*
- C. Personal Property Tax Statement *(To be completed and included in proposal packet as specified in Section 5.2)*

ATTACHMENT A
Provider Assurances Form

Purpose: Clark County Board of Developmental Disabilities (CCDD) requires the following information on providers who submit proposals or bids in response to Requests for Proposals (RFPs) or other competitive opportunity in order to facilitate the development of the contract (or finalization of a purchase) with the selected provider. CCDD reserves the right to reject any proposal if this information is not provided fully, accurately, and by the deadline set by CCDD. Further, some of this information (as identified below) **must** be provided in order for CCDD to accept and consider a proposal/bid. **Failure to provide such required information will result in the proposal’s immediate disqualification.**

Instructions: Provide the following information regarding the provider submitting the proposal or bid. Providers must print this attachment, complete, sign it, and include it in their proposals. It is mandatory that the information provided is certified with an original signature from a person with authority to represent the provider. Providers are to provide this completed and signed form as a component of their original proposal, according to instructions in the RFP for proposal/bid composition.

Providers must provide all information

1. CCDD RFP #:	2. Proposal Due Date:
3. Provider Name: (legal name of the provider – person or organization – to whom contract/purchase payments would be made)	4. Provider Federal Tax ID #: (this number MUST correspond with the name in Item #3)
5. Provider Corporate Address:	6. Provider Remittance Address: (or “same” if as same as Item #5)
7. Print or type information on the provider representative/contact person <u>authorized to answer questions on the proposal/bid</u>: Provider Representative: Representative’s Title: Address: Phone #: Fax #: E-Mail:	

8. Print or type the name of the provider representative authorized to address contractual issues, including the authority to execute a contract on behalf of the provider, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in #7, provide the following information on each such representative and specify their function):

Provider's Representative:

Representative's Title:

Address:

Phone #:

Fax #:

E-Mail:

I recognize that I must give assurances for each item below. If I cannot, I will explain why the assurances were not met or this proposal will be automatically rejected. The assurances are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State of Ohio, or local Debarment List.
3. We included in our proposal a copy of our most recently completed financial audit confirming that we are fiscally solvent.
4. We have, or will have: all of the fiscal control and accounting procedures needed to ensure that contract funds will be used as required by law and contract.
5. We have additional funding sources and will not be solely dependent on any funds awarded through a contract as a result of this RFP.
6. We will meet all Contractual Requirements stated in Section 4.5 of this RFP.
7. **We will meet all applicable Federal, State and Local compliance requirements.** These include, but are not limited to:
 - Records accurately reflect actual performance.
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant, and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Drug Free Workplace

We will not:

- Use contract funds to assist, promote or deter union organizing.
- Use contract funds in the construction, operation or maintenance of any part of a facility to be used for sectarian instruction or religious worship.

Clark County Board of Developmental Disabilities
Request for Proposals (RFP) Managed
Network Services

I hereby assure that all of the above are true:

Signature

Date

Name (printed)

Title

ATTACHMENT B
Campaign Contribution Declaration

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE

OHIO REVISED CODE STATE OF OHIO

COUNTY OF _____ SS: Personally appeared before me the undersigned, as an individual or as a representative of
_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the County of Clark, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the entity (corporation, business trust, partnership, other unincorporated business [including labor unions], association [including professional associations], estate, or trust):

1. That none of the following has individually made within the previous 24 months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$1,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (or other unincorporated business);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made within the previous 24 months, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$2,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT C
Personal Property Tax Statement

(See Section 5719.042, O.R.C.)

STATE OF _____)

ss:

COUNTY OF _____)

I, _____, having been duly sworn, state that I am competent to testify to the following:

(COMPLETE APPLICABLE STATEMENT)

() On _____, I submitted a bid to Clark County Board of Developmental Disabilities Springfield, Ohio, to provide the Board with _____. On said date, I owed no personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that I have not been charged with having any delinquent personal property tax owed to said District.

OR

() On _____, I submitted a bid to Clark County Board of Developmental Disabilities Springfield, Ohio, to provide the Board with _____. I presently am delinquent in the payment of personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that my name appears upon the records of said District as delinquent in the payment of personal property tax as follows:

_____ owed in delinquent taxes, and _____ owed as penalties assessed against said delinquency. As part of the consideration for a contract to perform the above stated bid, I hereby agree that this form be incorporated into said contract to perform work, and further agree that proceeds from said contract shall be paid to Clark County Taxing District in the amount of said delinquent tax and said assessed penalty prior to any payments being made to the bidder or other person under the contract.

DATE

BIDDER

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____,

NOTARY PUBLIC

My commission expires _____,

SECTION IX. SAMPLE CONTRACT

SAMPLE CONTRACT

WITNESSETH THAT;

WHEREAS, the Clark County Board of Developmental Disabilities (hereinafter "CCDD") has statutory authority to enter into contracts on behalf of the CCDD;

WHEREAS, it is the purpose of Clark County Board of Developmental Disabilities (hereinafter "CCDD") to promote safety, strengthen families, and empower people through the provision of direct services and through collaboration with and purchase of services from other community agencies;

WHEREAS, the powers and duties of the CCDD are, and shall be exercised and performed, under the control and direction of the CCDD;

WHEREAS, (hereinafter "CONTRACTOR") ;

WHEREAS, pursuant to a Request for Proposals, Contractor's proposal was recommended by the Proposal Review Team on and by the CCDD Director on .

NOW, THEREFORE, in consideration of the promises, mutual covenants, and obligations herein contained, and subject to the terms and conditions hereinafter stated, this contract is entered into by and between the CCDD, on behalf of CCDD, and Contractor.

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Contractor" means

"CCDD" means Clark County Board of Developmental Disabilities 2527 Kenton Street Springfield, Ohio 45505

B. Purpose of Contract

The purpose of the contract is to state the covenants and conditions under which the Contractor will provide the management of the CCDD Information Technology (I.T.) infrastructure and applications.

C. Value and Terms of Contract

CCDD may, at its discretion no later than November 30, 2026 extend the contract for the 4th and 5th additional year effective January 1, 2027 at the bid prices for the third year provided by the successful bidder.

D. Obligations of the Contractor

The Contractor agrees to operate a program, described in detail in Appendix I hereafter, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

The Contractor shall not perform in any way inconsistent with the terms of this contract except as approved, in writing, by the CCDD. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the CCDD.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The parties agree that reimbursement of all costs will be dependent upon Contractor performance in the delivery of services specified in the approved budget appearing as bidder's proposal. Payment shall be made by the Clark County Auditor upon proper presentation of request, when approved by the CCDD, and the Contractor. Payment shall be made on a unit cost, fee for service, reimbursement basis for hourly costs. The unit cost represents a true measure of the actual cost of providing the contracted number of units of service.

Contractor shall act in good faith and make reasonable efforts to maintain documentation supporting all contract expenses and to avoid exceeding the amounts listed in the budget line items. **In no event shall the full contract value be exceeded unless authorized by an amendment to the contract.** Payment for any expense submitted in violation of any of Contractor's obligations under this paragraph shall not be deemed a waiver of such obligations by the CCDD or the CCDD. Contractor's failure to comply with any such obligation may result in the denial of the reimbursement request or recovery of the funds by the CCDD, State, and/or federal government.

The Contractor shall provide a monthly invoice to the CCDD, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the CCDD and shall include a description of the services provided and the dates they are provided. Contractor shall follow the Sample Invoice, included in this agreement as Appendix II.

B. Compensation

Annual Contract amount will be \$ for the period from ----to -----.

ARTICLE IV ACCESS TO RECORDS

In accordance with Ohio Administrative Code Rule 5101:9-9-21, at any time, during regular business hours, with reasonable notice and as often as the CCDD, the Comptroller General of the United States, the State, or other agency or individual authorized by the CCDD may deem necessary, Contractor shall make available to any or all of the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Contract. The CCDD and the above named parties shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies or electronic means of duplication and/or transcripts of any and all documents relating to all matters covered by this contract. The CCDD also reserve the right to inspect any and all documents relating to all matters covered by this contract either on the Contractor's premises, or if necessary on the premises of the CCDD. Contractor must maintain all required records applicable to this Contract for a minimum of three years after an audit is conducted and all pending matters are closed. In addition, this requirement shall apply to all subcontracts relating to this Contract. Prior to the destruction of records, the Contractor, or subcontractor through the Contractor, shall contact the CCDD to obtain written notification that records may be destroyed. Failure to comply with records retention policies may result in an audit finding for unsubstantiated and questioned contract activities and the Contractor shall assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Contractor.

ARTICLE V TIME OF PERFORMANCE

This Contract shall become effective upon execution by the CCDD as of January 1, 2024. The services of the Contractor are to commence immediately and all costs allowable under the contract shall be incurred no later than December 31, 2026. CCDD may, at its discretion, extend the contract for two additional years effective January 1, 2028 concluding no later than December 31, 2023.

ARTICLE VI BONDING AND INSURANCE

The Contractor shall present current certificates prior to commencement of this contract, and shall maintain during the term of this contract, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

- c. Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. The Clark County Board of Developmental Disabilities must be named as “Additional Insured” on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- b. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of CCDD, or its departments, with limits of at least \$3,000,000 Combined Single Limit

Contractor’s failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract. In the event of such breach, the CCDD shall have the right to withhold any further payment(s) due to Contractor and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the CCDD may, at its option, choose to withhold any further payment(s) due to the Contractor until the Contractor presents current certificates. In the event that the Contractor fails to present current certificates to the CCDD satisfaction, the CCDD may exercise its right to terminate the contract in accordance with the above paragraph.

ARTICLE VII INDEMNIFICATION

A. The Contractor understands and agrees that it is an independent Contractor and agrees to indemnify and hold the CCDD and County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor.

B. The Contractor shall indemnify and hold the CCDD and County harmless from liability of any and all claims, demands, or suits, actual or threatened, arising from incidents occurring at the Contractor's premises or while child(ren) are in the care and control of the Contractor, and from damages or payments, including, but not limited to, costs and expenses for attorney's fees.

C. The Contractor shall assume full responsibility for and shall indemnify the CCDD and County for any damage to or loss of any CCDD or County property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of the Contractor or any employee, agent or representative of the Contractor.

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by the Contractor, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this contract except for reduction unrelated to the provisions or purposes herein stated.

ARTICLE IX CONFLICT OF INTEREST

The Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the CCDD, or projects or programs funded by the CCDD, has any personal financial interest, direct or indirect, in this contract. The Contractor further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the Contractor. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the CCDD.

ARTICLE X MODIFICATIONS

Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XI TERMINATIONS

A. Termination for the Convenience of the CCDD

The CCDD may terminate this Contract when it is determined by the CCDD to be in its best interest to do so, by giving at least thirty (30) days advance notice, in writing, to the Contractor. The CCDD may, at its discretion, immediately terminate this Contract if it determines, in good faith, that the purpose or performance of this Contract would result in a violation of the Ohio Ethics Law and related statutes. The Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily

performed hereunder through the date of termination, except to the extent that such compensation would be prohibited by law, including, but not limited to Ohio Revised Code Section 2921.42(H).

B. Termination for the Convenience of the Contractor

The Contractor may terminate this Contract at any time by giving at least thirty (30) days advance notice, in writing, to the CCDD. The Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

ARTICLE XII WAIVERS

The CCDD 's failure to seek compensation or any other remedy for breach, or to insist upon strict performance of any covenant or condition of this contract shall not prevent the CCDD from seeking compensation or insisting upon strict performance for a future breach of the same or another provision.

ARTICLE XIII SUBCONTRACTOR APPROVAL

Prior to the commencement of this contract, Contractor shall submit a written request to CCDD for approval of the use of any subcontractor who will perform work under this contract. The request must include the subcontractor's name, address, and phone number, and a statement of the work to be performed by that subcontractor. Contractor agrees not to permit any subcontractor to begin work under this contract, and that no substitutions will be made, without prior written approval. Contractor further agrees not to grant any unapproved subcontractor access to any CCDD or CCDD facility, equipment, client, or client records.

With respect to any subcontractor and any other person or entity Contractor will use to do work under this contract, Contractor shall have an ongoing duty to notify CCDD of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. Contractor shall use good faith, reasonable efforts to resolve any such issues to CCDD satisfaction. CCDD, in its sole discretion, may deny or revoke approval of any subcontractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for the CCDD, including, but not limited to, liability under state or federal law.

Contractor's failure to comply with any of the obligations of this section shall be deemed a material breach of the contract. In the event of such breach, CCDD shall provide notice of the breach and may immediately withhold any further payments due and terminate the contract without liability for any such payments. In lieu of termination, CCDD may, at its option, choose to withhold any further payments due until Contractor complies with the obligations of this section. Nothing in this contract shall be construed as giving CCDD the right to direct or control the work of Contractor or its employees, agents, or subcontractors. Contractor agrees to indemnify and hold the CCDD harmless from liability for any costs or expenses arising out of Contractor's breach of this contract or a subcontract, or the acts or omissions of Contractor, its

employees, agents, and subcontractors, including, but not limited to, any payments or damages resulting from any claim, demand, or suit against the CCDD, whether actual or threatened.

ARTICLE XIV ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses legal authority to enter into this Contract: a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the negotiation and execution of this Contract, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of the Contractor to act in connection with this Contract and to provide such additional information as may be required by the CCDD.
2. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the CCDD will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age, belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the CCDD.
3. It will establish safeguards to 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.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Clark County Concealed Carry Policy.
6. It is understood by the Contractor that availability of funds is contingent on appropriations made by the County, State and Federal government.
7. All reports, brochures, literature and pamphlets developed through this Contract will acknowledge the CCDD and its role as the funding source for activities and programs of the Contractor.
8. It recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Contractor.

9. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
10. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin, according to federal law.
11. For any persons employed through this contract, FBI and BCI background checks shall not include convictions of any felonies listed in the Ohio Revised Code that restrict such employees from employment with CCDD, unless a case-by-case waiver is granted by CCDD. In addition, anyone who is involved in or convicted of any such felony after the FBI and BCI background checks are conducted will be removed from the program.
12. It will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, according to federal law.
13. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.
14. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
15. It will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
16. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

17. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
18. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
19. All fixed assets purchased with funds provided through this contract remain the property of the CCDD. Upon termination of the contract, the Contractor may be asked to return equipment and other fixed assets to the CCDD.
20. It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Developmental Disabilities. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.
21. By signing this Contract, Contractor certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code.
22. It 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 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
23. It will comply 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, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).
24. It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. Contractor shall immediately notify the CCDD of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under this contract. In the event that Contractor is placed on the excluded party list at any time, the CCDD shall have the right to terminate this

contract immediately without additional payment for any services rendered. Contractor shall reimburse the CCDD for any loss, costs, or expenses resulting from Contractor's inclusion on the excluded parties list or Contractor's delinquent federal debt.

APPENDIX I
STATEMENT OF WORK TO BE PERFORMED
To be completed based on successful bidder's proposal.

This contract includes the following appendices:

Appendix I Statement of Work to be Performed as detailed in the bidder's proposal

The abovementioned appendix and this contract instrument shall be considered as the binding document between parties herein mentioned.

Clark County Board of Developmental Disabilities
Request for Proposals (RFP) Managed
Network Services

This contract shall be effective as of January 1, 2024. However, no invoices will be paid until the contract is fully executed and funds have been reserved for payment of such invoices.

Clark County Board of Developmental Disabilities

Clark County Board of Developmental Disabilities

William Bagnola, Superintendent

Ravi Shankar Comptroller

Date

Date

CLARK COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

Contractor

By: _____
For Daniel Driscoll

Date

Date

Clark County Board of Developmental Disabilities
Request for Proposals (RFP) Managed
Network Services