



RFP# 096-22

HAMILTON COUNTY PURCHASING DEPARTMENT

Purchasing Department

138 East Court Street, Room 507

Cincinnati, Ohio 45202

Phone: (513) 946-4355

Fax: (513) 946-4335

<http://www.hamilton-co.org/purchasing/>

County Administrator:

Jeffrey Aluotto

Assistant County Administrator:

Holly Christmann

Director of Purchasing:

Jill Williams

Board of County Commissioners:

Stephanie Summerow Dumas, President

Alicia Reece, Vice President

Denise Driehaus

Date of Issuance..... October 14, 2022

Proposal Opening Date.....November 10, 2022

Request for Proposal Number... 096-22

Subject..... Education and Outreach to Improve Health Outcomes in Disproportionately Impacted Communities

Proposals will be received by the County until **11:00 AM (EST)** on the Proposal Opening date set forth above. No late proposals will be considered by the County. Bidder may submit its bid in one of the following manners:

1. Electronic proposal through *Periscope S2G, Supplier-to-Government, formerly known as Bid Sync*;
2. Sealed paper proposals mailed or hand-delivered to the Issuing Officer at Hamilton County Purchasing Department, Room 507, 138 East Court Street, Cincinnati, Ohio 45202.

RFP documents may be obtained upon application at the Purchasing Department, or they may be electronically retrieved by accessing the following website:
<http://www.hamilton-co.org/purchasing/>.

Offerors can register with Periscope S2G, Supplier-to-Government, formerly known as Bid Sync by calling 1-801-765-9245 or by visiting the website at <https://www.bidsync.com/hamilton-county>. There is no charge for Hamilton County solicitations. Offerors will receive notification of all postings made by Hamilton County for the commodity selections you have made.

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If you need **HELP** preparing an electronic response, please feel free to contact Periscope S2G, Supplier-to-Government, formerly known as Bid Sync Supplier support @ 1-800-990-9339 ext. #1.

DEPARTMENT NAME: Hamilton County Board of County Commissioners

STREET ADDRESS: 138 E. Court Street, Room 603

CITY, STATE AND ZIP CODE: Cincinnati, OH 45202

Offerors submitting proposals to this Request for Proposals (“RFP”)¹ must realize that other Hamilton County entities may elect to utilize the proposal for their use after its original award. All proposals must include the length of time that the prices and services offered are available and effective but for no less than one hundred twenty (120) days. The pricing submitted in the proposal can only be used for the effective time period specified in the original proposal.

In its efforts to promote small business participation in Hamilton County projects, it is the policy of the Board of County Commissioners, Hamilton County, Ohio (“the Board”) that no contracting decision or contract award shall be based upon race, color, creed, sex, national origin, age or other unlawful basis. The County is an equal business opportunity governmental entity, and has always provided and will continue to provide, equal business opportunities in accordance with this policy.

¹ Any references to this Request for Proposals or “RFP” shall include any addendum thereto.

GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS

1. The Board reserves the right to reject any or all proposals and, unless otherwise specified by the Offeror, to accept any item in the proposal. In case of error in extending the total amount of the proposal, the unit price(s) will govern.
2. The Board reserves the right to reject any proposal in which the Offeror takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices the Board considers to be excessive, compared to existing market conditions, or determine exceeds the available funds of the Board.
3. The Board reserves the right to cancel or reissue the RFP if the services and supplies offered through all of the proposals submitted are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP; the prices submitted by the Offerors are excessive compared to existing market conditions or exceed the available funds of the Board; or the Board determines that award of a contract using the factors and criteria set forth herein would not be in the best interest of the County.
4. The Board reserves the right to reject, in whole or in part, any proposal that the Board determines, using the evaluation factors and criteria developed to receive and evaluate each proposal, would not be in the best interest of the County.
5. The County is an equal business opportunity governmental entity and recognizes that small businesses promote employment and economic growth. The County encourages the participation of small businesses on County projects.
6. *(If applicable)* The small business participation goal for this project is 15 %. The goal may be achieved by contracting with subcontractors and suppliers that meet the Small Business Administration's detailed definitions or size standards (see the SBE Economic Inclusion Policy attachment for more information).

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7. It is expected that payments will be made on a monthly basis for goods and services satisfactorily performed and delivered, as applicable.
8. In case of default by the Successful Offeror, the Board may procure the services and goods from other sources and hold the Successful Offeror responsible for any excess costs occasioned thereby.
9. Prices must be stated in the units or quantities specified.
10. Whenever a reference is made in the specifications or in describing the services, goods, materials, or supplies services required, of a particular trade name or manufacturer's catalog or model number, the Offeror, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications and descriptions **UNLESS** a departure or substitution is clearly noted and described in the proposal by the Offeror and accepted by the Board.
11. If accepted, the Offeror must, within one hundred and twenty (120) days (unless extended by the County, in writing) after receiving notice of award of a contract, be willing to: a) enter into a written contract for the materials, supplies, or services set forth in this RFP on the negotiated terms and conditions; and b) faithfully perform said contract according to its terms, conditions and the specifications set forth therein. Offeror will promptly pay all damages and expenses of the Board by reason of its failure or refusal to enter into said contract. The Board will treat all Offerors alike in every respect, and the Board will take final action on this and all other proposals no later than one hundred and twenty (120) days (unless extended by the County, in writing) after all proposals are opened. No proposal shall be considered as accepted, nor any obligation assumed hereunder by the Board, until such time as the Board deposits in the U.S. Mail and/or via email written notice, addressed and/or transmitted to the successful Offeror or Offerors at the address and/or email given an award of a contract.
12. Samples, when requested, are returned at the Offeror's expense.
13. The Offeror agrees to comply with all current and any new laws, rules, or regulations concerning public buying procedure.
14. The Offeror with his usual signature must sign its proposal. Proposal by partnerships must be signed with the partnership name and by one of the members of the partnership or by an authorized representative followed by the signature and title of the person signing. Proposals by corporations must

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be signed with the name of the corporation, followed by the signature and designation of the President, Secretary, or any other individual person authorized to act on its behalf of contracting matters.

15. Proposals, to receive consideration, **MUST BE RECEIVED by 11:00 AM** on the Proposal Opening Date, as designated on Page 1 of this RFP.
16. An Offeror submitting its proposal electronically must submit their proposal through *Periscope S2G, Supplier-to-Government, formerly known as Bid Sync* by **11:00 a.m. EST** on the Proposal Opening Date of **November 10, 2022**. An Offeror who is submitting a paper copy of its proposal must mail or deliver **one (1) original copy, one (1) copy, and one (1) entire electronic copy and (1) redacted copy (CD or Thumb Drive in one printable file)** of the entire written proposal to the **Issuing Officer** at the address listed in **Section 1.2, Issuing Officer** by **11:00 A.M. EST** on the Proposal Opening Date of **November 10, 2022**. All proposals must reference **RFP#096-22- Education and Outreach to Improve Health Outcomes in Disproportionately Impacted Communities - American Rescue Plan - State and Local Fiscal Recovery Funds**.
17. Upon request, a receipt will be issued for all proposals received. Proposals received after the deadline will not be considered. No telegraphic, facsimile, or telephone proposals will be accepted. If mailed, the Offeror should use certified or registered mail, UPS, or Federal Express with return receipt requested.
18. Proposals having erasures or corrections thereon may be rejected unless explained or noted over the signature of the Offeror.
19. Offerors must submit proposals on all items requested. Unit price(s) must be shown, if requested.
20. Concealed weapons, whether with or without a permit, are not allowed in any Hamilton County Building.
21. All rebates, savings or other incentives which become available to the Successful Offeror during the term of the contract shall be forwarded to the Board or treated as a reduction in an amount due and payable by the Successful Offeror (at the Board's option). In this same regard, if a rebate, savings or other incentive becomes available after the termination of the contract, Offeror shall forward such rebate, savings or other incentive to the Board. All notifications under this Paragraph shall be to HAMCOPurchasingQuotes@hamilton-co.org.

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TAXES

OHIO SALES TAX: Not applicable to purchases by County.

FEDERAL EXCISE TAX: Not applicable to purchases for essential government functions.

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REQUEST FOR PROPOSALS #096-22

FOR

**EDUCATION AND OUTREACH TO IMPROVE HEALTH OUTCOMES IN
DISPROPORTIONATELY IMPACTED COMMUNITIES
(AMERICAN RESCUE PLAN)**

Issued by

**THE HAMILTON COUNTY BOARD OF COMMISSIONERS
CINCINNATI, OHIO 45202
October 14, 2022**

1.0 INTRODUCTION

The Board of County Commissioners, Hamilton County, Ohio is accepting electronic or sealed proposals for **Education and Outreach to Improve Health Outcomes in Disproportionately Impacted Communities**, as further described herein. The purpose of this RFP is to select an Offeror who submits the proposal, and the Board determines if it is most advantageous to the Board based on the evaluation factors and criteria set forth in this RFP. The Successful Offeror selected from this RFP process shall provide the services as defined in Section 4.0, Requirements and Specifications.

The purpose of this RFP is to select an Offeror who submits the proposal the Board determine is most advantageous to the program, based on price and other factors including the evaluation factors, and criteria set forth in this RFP. The Offeror selected from this RFP process shall provide the goods and services, as described in Section 4.0, Requirements and Specifications.

Attachment A includes narrative questions for Offeror to answer.

1.1 Project Schedule:

<u>ACTION ITEM</u>	<u>DELIVERY DATE</u>
Deadline for Receiving Final RFP Questions:	October 26, 2022
Deadline for Issuing Final RFP Answers:	November 1, 2022
Deadline for Proposals Received by Issuing Officer (RFP Opening): Jill Williams, Purchasing Director, Hamilton County Purchasing Department, 138 East Court Street, Room 507, Cincinnati, Ohio 45202	November 10, 2022
Proposal Review Completed:	December 1, 2022 (Approx.)
Written Decision Issued (Approximately):	December, 2022
Estimated Project Start-Up:	January 2023

1.2 Issuing Officer:

The RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current Board procurement procedures, and Ohio law.

The mailing address for sending a proposal, asking questions regarding the proposal process, technical issues, or the requirements and specifications is:

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**Jill Williams, Purchasing Director
Hamilton County Purchasing Department
138 East Court Street, Room 507
Cincinnati, Ohio 45202**

All questions regarding this proposal must be presented in writing and e-mailed or faxed to:

Hamcopurchasingquotes@hamilton-co.org
(RFP number should be entered in the subject line of any communication)
or
Faxing to: Jill Williams at (513) 946-4335

1.3 Registration Process:

Offerors interested in submitting proposals must register by faxing or e-mailing the registration form document to:

Hamcopurchasingquotes@hamilton-co.org
(RFP number should be entered in the subject line of any communication)
or
Faxing to: at (513) 946-4335

Registration helps insure that Offerors receive all addenda and copies of all questions and answers given.

The integrity of the competitive proposal process is very important to the Board in the administration of its business affairs, the residents of the County, and Offerors and providers that participate in the process in good faith. Behavior that violates or attempts to manipulate the competitive proposal process in any way is taken very seriously.

Offerors may not engage in unauthorized communication. Unauthorized communication includes in person visits, telephone calls, letters, emails, or faxes either directly or through a third party regarding the project/RFP to individuals associated with this RFP, as described below.

Communication being e-mailed, mailed, or faxed regarding the RFP process, technical aspects or requirements and specifications are to be sent to the Issuing Officer only at the address listed in **Section 1.2, Issuing Officer**. No questions can be received after **October 26, 2022, at 12:00 P.M. EST**. The final responses will be emailed or faxed on **November 1, 2022**, at the close of business. Only Offerors who register for the RFP will receive copies of all questions and answers.

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While an Offeror may not initiate discussions with individuals associated with the RFP, those individuals may initiate discussions with an Offeror to clarify and negotiate proposals. Such communications are authorized communications.

If the Offeror attempts any unauthorized communication with individuals associated with this RFP, the Offeror's proposal may be rejected.

"Individuals associated with this project" include:

- County Public Officials;
- County Project Managers and their staff assigned to the project;
- Individuals involved with the evaluation process; and
- Any employees of the Board or Hamilton County Administration.

1.4 Offeror Disclosures:

Offeror must be able to certify that Offeror has no final judgments against it that have not been satisfied at the time of award in the total amount of fifty percent (50%) of the proposal amount of this project. Such certification must be provided in the Required Responses.

1.5 Offeror Examination of the RFP:

Offerors shall carefully examine the entire RFP and any addenda thereto, all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature of the request and the conditions to be encountered in performing the requested services.

If any Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, it shall immediately notify the Issuing Officer of such ambiguity, conflict, discrepancy, omission or other error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to **Section 1.6, Addenda to RFP**. Clarification shall be given by email or fax to all parties who registered without divulging the source of the request. All Offerors who plan to submit a proposal must register pursuant to **Section 1.3** of this RFP.

If an Offeror fails to notify the Issuing Officer prior to **October 26, 2022, at 12:00 P.M. EST** of an ambiguity, conflict, discrepancy, omission or other error in the RFP known to the Offeror, or if an ambiguity, conflict, discrepancy, omission or other error that reasonably should have been known to the Offeror, the Offeror shall submit its proposal at the Offeror's own risk, and if awarded the contract, the

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Offeror shall not be entitled to additional compensation or time by reason of the ambiguity, conflict, discrepancy, omission or other error or its later correction.

1.6 Addenda to RFP:

Any addenda to this RFP will be issued by the County Issuing Officer by email or fax to all Offerors that have registered using the procedure previously mentioned in **Section 1.3, Registration Process** of the RFP.

1.7 Availability of Funds:

This RFP is conditioned upon the availability of federal, state, or local funds, which are appropriated or allocated for payment of the requested goods or services. If, during any stage of this RFP process, funds are not allocated and available for the requested goods or services, the RFP process will be cancelled. The Issuing Officer will notify the Offeror(s) at the earliest possible time if this occurs. The Board will not have any obligation to compensate Offeror for any expenses incurred as a result of the RFP process and the Board will not incur any liability whatsoever due to the cancellation of such process.

2.0 SUBMISSION OF PROPOSAL

2.1 Preparation of Proposal:

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary or desired. Offerors are encouraged to submit their proposals on recycled paper and to use double-sided copying. Emphases must be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. Offerors responding to the RFP must complete all forms and attachments. Proposals submitted by Offerors that are incomplete will be rejected.

All proposals submitted shall become the property of the Board to use or, at its option, return. Offeror understands that the Board is subject to the Ohio Records Act pursuant to O.R.C. Section 149.43. All proposals and associated documents and material furnished by Offeror will be considered public information and will be open for inspection to interested parties after contract is awarded unless such information has been specifically identified and marked by Offeror as exempt from disclosure under the Ohio Public Records Act or other law ("Offeror's Exempt Information"). For example, information may be exempt from disclosure if it meets the definition of "Trade Secret" in Ohio Revised Code 1333.61.

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Offeror's Exempt Information must be clearly identified and marked as such in the proposal. Each page containing Offeror's Exempt Information must:

- Be placed in a sealed envelope (hard copy only) or clearly marked (electronic copy);
- Have the basis for non-disclosure status stamped or written in the upper right hand corner of the page and the envelope (if a hard copy) or clearly marked (electronic copy); and
- Be placed in the required order of the response format.

For Example, if Offeror has determined that Page 6 of the proposal contains Offeror's Exempt Information, such as trade secret, then:

- The words "Trade Secret" would be stamped in the corner of the page 6;
- Page 6 would be placed in an envelope (for hard copies of proposals) or clearly marked (electronic copy); and
- The envelope or page that is stamped containing a "Trade Secret" is placed after page 5.

DO NOT MARK EVERY PAGE OF THE PROPOSAL AS TRADE SECRET OR OTHERWISE EXEMPT FROM DISCLOSURE OR YOUR PROPOSAL MAY BE REJECTED.

The Board reserves the right to require reasonable evidence of Offeror's assertion that information is exempt from disclosure under the Ohio Public Records Act or other law, though the determination of whether information should be classified as Offeror's Exempt Information rests solely with Offeror.

If a request is received from a third party to disclosure Offeror's Exempt Information, Offeror will be notified of such fact. Offeror shall promptly notify the County, in writing, that either i) the County is permitted to release the Offeror's Exempt Information, or ii) Offeror intends to take immediate legal action to prevent its release to a third party. A failure by Offeror to respond within five (5) business days shall be deemed permission to the County to release such material or information regardless of any notation or marking that Offeror may have made on such material or information as to the confidential or proprietary nature of such material or information.

Offeror shall defend and indemnify County in all legal proceedings against County which occur or result from County's withholding of Offeror's Exempt Information.

2.2 Proposal Cost:

The cost of developing proposals is entirely the responsibility of the Offeror and shall not be chargeable to or reimbursed by the Board, under any circumstances. Offeror must certify that the proposal will remain in effect for the duration specified. All materials submitted in response to the RFP will become the property of the Board and may be returned only at Board's option and at the Offeror's expense.

2.3 False or Misleading Statements:

Proposals which contain false or misleading statements or which provide references that do not support an attribute or condition contended by the Offeror, may be rejected. If, in the opinion of the County, such information was intended to mislead the County, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected. **Offerors who mislead the County by providing demonstrations with products, features or services that are not included in their proposal will have their proposal rejected.**

2.4 Offeror's Signature:

An individual who is authorized to contractually bind the entity must sign the proposal. The signature shall indicate the title or position the individual holds with the Offeror. Entities, which sign contracts with the name of the entity, must provide the name of an officer for signature validation by the County. Any and all unsigned proposals will be rejected.

2.5 Delivery of Proposals:

Offerors submitting their proposals electronically must submit their proposals through Periscope S2G, Supplier-to-Government, formerly known as Bid Sync, by 11:00 a.m. EST on **November 10, 2022**. Offerors who are submitting a paper copy of their proposal must mail or deliver **one (1) original and one (1) electronic copy, and one (1) redacted copy (CD or Thumb Drive in one printable file)** of the entire written proposal to the **Issuing Officer** at the address listed in **Section 1.2, Issuing Officer** no later than **11:00 A.M. EST on November 10, 2022**. All proposals must reference **RFP# 096-22 – Education and Outreach to Improve Health Outcomes in Disproportionately Impacted Communities**.

Upon request, a receipt will be issued for proposals received. Proposals received after the deadline will not be considered. No telegraphic, facsimile, or telephone proposals will be accepted. If mailed, the Offeror should use certified or registered mail, UPS, or Federal Express with return receipt requested.

It is absolutely essential that Offerors carefully review all elements in their final proposals. Once opened, Offerors cannot alter their proposals; however, the Board reserves the right to conduct discussions with any Offeror for the purpose of clarifying or correcting the Offeror's proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

2.6 Acceptance and Rejection of Proposals:

The Board reserves the right to:

- Award a contract on the basis of individual items, or on the entire list of items;
- Award or not award any portion of a contract;
- Award a contract in whole;
- Reject any or all proposals, or any part thereof if it determined based upon the factors and criteria described herein that the proposals are not in the best interest of the County;
- Waive any informality in the proposals; and
- Eliminate conditions or terms that are not in the best interest of the County and its residents.

2.7 Evaluation and Award of Contract:

Preliminary Proposal Review:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal materials adhere to the minimum requirements (and mandatory conditions) specified in the RFP and all required forms are completed. Proposals, which meet the requirements of the Stage 1 Review will be deemed "Qualified". Those which do not meet the requirements of Stage 1 will be deemed "Non-Qualified". "Non-Qualified" proposals will not be reviewed for Stage 2.

"Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

- **Stage 1 Review**

In order to be deemed "Qualified" proposals must meet the following requirements:

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- Timely Submission – the proposal is received at the address designated in the RFP by **November 10, 2022, 11:00 a.m. EST**, and according to the instructions set forth herein.

Completeness of submission – proposal submission must include the following:

- Required number of copies (1) original, (1) electronic, and (1) redacted (thumb drive or CD)
- Easily reproduced, printed on quality paper, single spaced, clearly formatted with type face that is easily read
- All documents identified in **Section 5.0, Proposal Format and Evaluation Process**

Partial submissions or proposals submitted after the designated deadline are non-responsive and will be deemed “Non-Qualified”.

Proposals which do not meet all of the above first stage review submission requirements will be deemed “Non-Qualified” and will not be reviewed for Stage 2.

- **Stage 2 Review**

All qualified proposals will be reviewed, evaluated and rated. At any time during the review, and at any level of the review, the Board may request additional information from the Offeror. Information may be requested from sources other than the written proposal to evaluate the Offeror.

All information obtained will be used in conjunction with the data from Stages 1 and 2 to make a final selection.

The evaluation will include, but will not be limited to:

- Price of Proposed Goods and Services
- Overall responsiveness, viability and completeness of the proposal as well as the likelihood that, in the Board’ opinion and at the Board’s discretion, the proposal best meets or exceeds the requirements and specifications;

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- Completeness of and information contained within all forms including documents described in Section 5.0- Proposal Format and Evaluation Process, including but not limited to:
 - Description of services to be provided;
 - Required Responses;
 - Staffing Plan and Personnel Qualifications;
 - Distinguishing Characteristics;
 - References;
 - Qualifications and other pertinent business history of the Offeror; and
 - Offeror's financial status;
- Value added services;
- Ability to meet the timelines and requirements requested herein;
- Any exceptions taken by Offeror to the terms and conditions in the RFP;
- Any exceptions taking by Offeror to the requirements and specifications in the RFP;
- Experience with a similar project of comparable size and scope;
- Experience successfully managing Federal funds;
- Completeness of all forms;
- Ability to leverage existing resources;
- Any other relevant factors within an Offeror's proposal or obtained from discussions with an Offeror to provide clarification, correction, or revision of a proposal; and
- Willingness of Offeror to enter into a contract with the Board upon terms and conditions agreeable to the Board.
- Any exceptions taken by Offeror to the requirements and specifications in the RFP; and

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- Any other relevant factors within an Offeror's proposal or obtained from discussions with an Offeror to provide clarification, correction, or revision of a proposal.

2.8 Proposal Selection:

Proposal selection does not guarantee a contract for services will be awarded.

The selection process includes:

- All proposals will be reviewed, evaluated and rated in accordance with this section. The proposals are ranked according to which is most advantageous to the Board taking into consideration the evaluation factors and criteria set forth in the RFP.
- If necessary, the Board may conduct discussions with Offerors, who submit proposals, for the purpose of clarifications or corrections in order to ensure full understanding of, and responsiveness to, the requirements specified in the RFP, and, if necessary, adjust rankings of the proposals based on these discussions.
- The Board will negotiate with the Offeror whose proposal was ranked the highest to finalize the details of a contract.
- If the Board and the Offeror are able to successfully negotiate a contract, the Purchasing Department will recommend the Offeror to the County Administrator for a contract award. The County Administrator may make a recommendation to the Board for the final award of a contract.

The Board has the final authority to award and execute a contract.

- If the Board and the Offeror are unable to successfully negotiate a contract, the Board will terminate negotiations with the Offeror and will negotiate with the Offeror whose proposal is next highest ranked.
- The Board reserves the right to cancel the RFP or reissue the RFP if doing so is in the best interest of the County.

3.0 TERMS AND CONDITIONS:

The terms, conditions, specifications and requirements of this RFP along with the Offeror's Proposal as well as all other agreements that may be reached shall be

considered contractual obligations, if a contract is ultimately entered into by the Board. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Offeror. The final contract will also contain additional provisions other than those that are set forth in this **Section 3.0, Terms and Conditions**.

3.1 Type of Contract:

The desired contract structure is one under which the Offeror implements effective **Education and Outreach to Improve Health Outcomes in Disproportionately Impacted Communities** for the Board. The Offeror is solely responsible for the execution of the project and contract specifications and requirements, as stated in this RFP.

If the Offeror proposes a different contract structure and/or approach for the delivery of the goods or services, other than as described herein, the Offeror must fully describe the manner and/or structure as well as the contractual protection offered to ensure successful delivery of the goods and services. If the Offeror proposes the use of a different manner and/or approach, it must clearly describe the responsibilities of each party and the assurances for the performance of the goods and services, the Offeror can provide.

To the extent, subcontractors are expected to be used, Offeror must include letters of intent from the sub-contractors expected to deliver such goods or services.

3.2 Contract Period, Funding, and Invoicing:

Hamilton County's American Rescue Plan Act – State and Local Fiscal Recovery Funds ("ARPA-SLFRF") will be used to pay for the services and/or deliverables to be procured hereunder. The Board may opt to assign additional funding from its ARPA-SLFRF allocation for this program depending on service demand. As such, Offerors shall be willing to amend or extend any contract to accommodate such modifications. It is the intent of this RFP to secure proposals for a Contract Term for a period beginning on the date of authorization and approval of a contract with the Board and end on December 31, 2026. The Board expects the Successful Offeror(s) to have the Education and Outreach Program launched by January 2023.

Offerors must submit proposals with pricing for the Initial Term and all optional Renewal Terms.

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If for some reason the Offeror believes that it can offer the Board better price by submitting pricing for a term other than what was specified, the Offeror must fax or e-mail a timely question to the issuing agent asking that a term of the RFP be modified.

This does not mean that the Offeror's request will be granted to amend the RFP. All requests will be carefully considered and requests not in the best interest of the County will be rejected.

Offerors wishing to submit proposals are encouraged to utilize the question-and-answer period available during the proposal process.

Offerors who submit proposals with pricing in a manner other than what is requested herein will be disqualified.

Example: If this RFP asks for pricing for three (3) years with two (2) optional (1) year renewal terms and Offeror proposes a (1) one year contract, the proposal will be disqualified and will be rejected. In this same regard, if the RFP asks for pricing for an initial term of three (3) years with two (2) optional (1) year renewal terms and Offeror proposes a five (5) year contract term, the proposal will be disqualified and will be rejected.

Contract reimbursement is based on successful provision of all services and goods over the period of the contract. Offeror can claim payment only for services and goods already provided. Payment by the County is made within thirty (30) days after verification and acceptance of invoices presented by the Offeror along with any required documentation.

Contract payment is based on authorized goods or services that have already been provided. Board will use its best efforts to make payment within thirty (30) calendar days of receipt of timely and accurate invoices and all required documentation. Payment will only be made for services and goods which have been provided consistent with the terms and conditions of any resultant contract and will be based upon the rates agreed to pursuant to this RFP process.

3.3 Indemnification:

A. General

To the fullest extent permitted by and in compliance with applicable law, Offeror, if awarded a contract, will agree to protect, defend, indemnify and hold free and

harmless the Board and its respective individual members, officials, officers, employees, agents, and volunteers (collectively all entities and individuals to be known as the “Indemnified Parties”) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogations (of any party involved in the subject of the contract), attorneys’ fees, court costs, defense costs or other injury or damage, whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of use of property resulting without injury, damage or destruction) of any nature whatsoever, arising out of or incident to in any way, the performance of the terms of the contract including, without limitation, by Offeror, its subcontractor(s), Offeror’s subcontractor’s(s’) employees, agents, assigns, volunteers and those designated by Offeror to perform the services encompassed by the contract (collectively “Damages”). Offeror agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions regardless if such acts or omissions have been proven or merely alleged, and regardless of any conflict of interest that may exist between the Indemnified Parties and Offeror. In the event Offeror fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Offeror shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys’ fees. The respective rights and obligations of the parties under this Paragraph shall survive the expiration or termination of the contract for any reason.

B. Copyright, Invention, Trade Secret, Patent or Other Intellectual Property Rights

Offeror if awarded a contract will agree to protect, defend, indemnify and hold free and harmless the Indemnified Parties from and against any and all claims for compensation, suits, demands, actions, settlements, damages, judgments, expenses, legal expenses, court costs or other costs whatsoever relating to Offeror or Offeror caused infringement of any copyright, invention, trade secret, patent used or any other intellectual proprietary rights of a third party pertaining thereto.

The Indemnified Parties shall provide Offeror prompt written notice of any such claim, suit, demand, or action of which they become aware, and shall cooperate with Offeror in the defense and settlement thereof. Offeror shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise

thereof. In the event Offeror fails to defend the Indemnified Parties as set forth in this Paragraph, such parties may defend themselves and Offeror shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this Paragraph shall survive the expiration or termination of the contract for any reason.

If, during the course of any litigation or threatened litigation concerning such allegations of copyright, invention, trade secret, patent or any other intellectual proprietary right infringement, a temporary or a final injunction is obtained against the Indemnified Parties' use of the Offeror's deliverables or portions thereof which allegedly caused infringement of any copyright, invention, trade secret, patent used, or any other intellectual proprietary rights, or if in Offeror's opinion, a deliverable is likely to be declared infringing of copyright, invention, trade secret, patent or any other intellectual proprietary right, Offeror will, at its option and expense, either:

1. Procure for the Indemnified Parties the right to continue using the deliverable(s); or
2. Replace or modify the deliverable(s) for the Indemnified Parties of such infringing portion thereof so that it no longer infringes such copyright, invention, trade secret, or other intellectual proprietary right, so long as the utility or performance of the deliverable(s) is not adversely affected by such replacement or modification of the deliverable(s).

3.4 Confidentiality and Security:

Any Offeror or contractor engaging in any service or providing any goods for the County requiring them to come into contact with confidential County information will be required to hold confidential such information made available to them.

3.5 Hamilton County Employees:

Selected Offeror warrants that, for the duration of the contract it will not solicit County employees to work for Offeror.

3.6 Insurance Requirements:

GENERAL CONDITIONS

During the term of any contract and for such additional time as may be required, Offeror shall provide, pay for, and maintain in full force and effect the insurance outlined herein for coverage at not less than the prescribed minimum limits covering Offeror's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Offeror or subcontractor or by anyone for whose acts any of them may be liable.

Certificates of Insurance

Before starting work, Offeror shall give the Board a certificate of insurance completed by Offeror's duly authorized insurance representative certifying that at least the minimum coverage required herein is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

Hamilton County Risk Manager
Hamilton County Ohio
138 East Court Street (Room 707)
Cincinnati, OH 45202
COI@Hamilton-co.org

Each policy required by this clause, except worker's compensation and professional liability, shall endorse "the Board of County Commissioners of Hamilton County, Ohio and its officials, employees, agents, and volunteers as an additional insured". The additional insured endorsement shall be on an ACORD or ISO form.

The Offeror shall furnish the Hamilton County Risk Manager and the Purchasing Department with a Certificate of Insurance describing the insurance specified under the contract. The certificate shall be provided on an ACORD 25 form. . The Offeror shall furnish the Hamilton County Risk Manager and the Purchasing Department with a copy of the Worker's Compensation Insurance Certificate if it is not described in the ACORD 25 insurance certificate.

Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County to identify a

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deficiency from evidence provided shall not be construed as a waiver of Bidder's obligation to maintain such insurance.

The acceptance of delivery by County of any certificate of insurance evidencing that the required coverage and limits does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

The County shall have the right, but not the obligation, of prohibiting the Offeror or its subcontractor(s) from conducting business with the County until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the County. Alternatively, the Offeror's failure to maintain the required insurance may result in the termination of the contract, at the Board's option.

If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with Offeror's final invoice.

All certificates of insurance shall reference the project/contract number for which the insurance is being provided.

Insurer Qualifications

To the extent feasible, all insurance shall be provided through companies admitted to do business in the State of Ohio. Insurance policies provided by companies not admitted to do business in the State of Ohio shall be reviewed by the Hamilton County Risk Manager. Each company shall minimally have an A.M. Best rating of A-: VII. In addition, certified copies of all insurance policies or amendatory endorsements required shall be provided to the County within ten (10) days of a written request to the Offeror for those copies.

Insurance Primary

All coverage required of Offeror shall be primary over any insurance or self-funded program carried by the County. Any insurance or self-insurance maintained by the County shall be excess of the Offeror's insurance and shall not contribute to it.

No Reduction or Limit of Obligation

By requiring insurance, the County does not represent that coverage and limits shall necessarily be adequate to protect Offeror. Insurance obtained or maintained by

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Offeror shall not reduce or limit Offeror's contractual obligation to indemnify and defend County for claims or suits which result from or are connected with the performance of the contract.

Additional Insured

To the extent commercially available, the policy or policies providing insurance as required, with the exception of professional liability (if applicable) and workers' compensation, shall defend and include the Board of County Commissioners, Hamilton County, Ohio and its officials, officers, employees, agents, and volunteers as additional insureds on a primary basis for work performed under or incidental to the contract. The form of the Additional Insured endorsement shall be the most recent edition of Insurance Services Office CG 20 10 (Form B) or its equivalent. If any of the Additional Insureds have other insurance applicable to the loss, it shall be on an excess or contingent basis. The amount of Offeror's insurance shall not be reduced by the existence of such other insurance.

Severability of Interests

Offeror shall require all insurance policies in any way related to the goods or services provided under the contract and secured and maintained by Offeror to include a severability provision or an endorsement waiving "cross claim exclusion between insureds" verbiage contained therein. Offeror shall require of subcontractors, by appropriate written agreements, similar waivers are included in subcontractor's insurance policies.

Duration of Coverage

All required coverage shall be maintained without interruption during the entire term of this Agreement. The products and completed operations, and personal and advertising injury coverages under the Commercial General Liability policy shall maintain coverage for the entire term of this Agreement, plus an additional two (2) years, following final acceptance of the product(s) or the service(s) by the County.

Continuous Operation

Offeror's general liability insurance policy must be endorsed to reflect the fact that County and any tenants shall continue to operate business activities and that no property used in connection with County and tenants' activities shall be considered by Offeror's insurance company as being in the care, custody, or control of Offeror.

Retroactive Date and Extended Reporting Period

If any insurance required herein is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage shall be no later than the commencement date of the contract. Further the policy shall state

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that in the event of cancellation or non-renewal, claim discovery period or “tail coverage” shall be 2 years beyond the cancellation date.

Subcontractor’s Insurance

Offeror shall cause each subcontractor contracted by Offeror under the contract to purchase and maintain insurance of the types specified below. When requested by the County, the Offeror shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Joint Ventures

If Offeror is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverage specified here or the joint venture shall be the Named Insured under each policy specified.

Waiver of Subrogation

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

Cooperation

Offeror and County agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

Replenishments of Limits

At Offeror’s expense, all limits must be maintained at all times due to claims on this project or any other project. Failure to do so may result in cancellation of the contract at the County’s sole discretion. If Offeror fails to renew, replace or replenish the coverage required, County may do on Offeror’s behalf and deduct the cost from Offeror’s payments.

Insurance Limits and Coverage

To the extent applicable, the amounts and types of insurance shall conform to the minimum terms, conditions, and coverage of Insurance Service Office (ISO) policies, forms, and endorsements.

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If Offeror has any self-insured retentions or deductible under any of the following minimum required coverage, Offeror must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible shall be Bidder's sole responsibility.

Commercial General Liability

Offeror shall maintain commercial general liability insurance covering all operations by or on behalf of Offeror on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall have these minimum limits and coverage:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Coverage:

- Equivalent to most recent ISO commercial general liability form ISO CG 00 01
- Products and completed operations coverage maintained for at least two (2) years
- Blanket contractual liability
- Broad form property damage
- Bodily injury
- Severability of interest
- Personal and advertising injury
- Waiver of subrogation
- Joint venture as named insured (as applicable)
- Additional insured endorsement
- If this is a construction project contract, then the general aggregate limit shall apply to each project.

Professional Liability Insurance

Professional Liability (Errors and Omissions) insurance appropriate to the Offeror's profession, must be carried with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 in the aggregate.

Automobile Liability

Offeror shall maintain business auto liability covering liability insurance arising out of any auto (including owned, hired, and non-owned autos) assigned to or used in performance of the work contemplated under this Contract. The policy shall be at least as broad as the current version of the ISO CA 00 01 form.

Minimum Limits:

- \$1,000,000 combined single limit each accident

Coverage:

- Additional insured endorsement
- Specific waiver of subrogation
- Contractual liability

Worker's Compensation

Offeror shall maintain workers' compensation and employer's liability insurance.

Minimum Limits:

- Worker's compensation-statutory limit meeting the requirements under the laws of Ohio

Employer's liability

\$1,000,000 bodily injury for each accident

\$1,000,000 bodily injury by disease for each employee

\$1,000,000 bodily injury disease aggregate

3.7 Termination Provisions:

Termination for Convenience by County

The contract for Administrative Services for ARPA-SLFRF Hamilton County Homeless Diversion Program may be terminated by the Board upon notice, in writing, delivered upon the Offeror no less than thirty (30) calendar days prior to the effective date of termination.

Termination for Cause by County

If Offeror fails to provide the services for any reason other than Force Majeure, or if Offeror otherwise materially breaches the contract, the Board may consider the Offeror in default. The Board agrees to give Offeror thirty (30) days written notice

specifying the nature of the default and its intention to terminate. Offeror shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to the Board to cure such default. The Board will approve or disapprove such plan with five (5) calendar days of receipt. In the event Offeror fails to submit such plan or the Board disapproves such plan, the Board has the option to immediately terminate the contract upon written notice to Offeror.

If Offeror fails to cure the default in accordance with the approved plan, then the Board may terminate the contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Board may have under the contract. For purposes of the contract, material breach shall mean an act or omission that violates or contravenes an obligation required under the contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the contract as stated herein. A material breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the services and goods to be provided under the contract.

Notwithstanding the above, in cases of substantiated allegations of: a) improper or inappropriate activities; b) loss of required licenses; c) actions, inactions or behaviors that may result in harm, injury or neglect d) unethical business practices or procedures; e) any other event that the Board deems harmful to the well-being of the Board, Board may immediately terminate the contract upon delivery of a written notice of termination to Offeror.

3.7.1 Concealed Weapons

Concealed weapons, whether with or without a permit, are not allowed in any Hamilton County Building.

3.8 Availability and Retention of Records

A. Offeror agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, records and documentation of legal compliance with Ohio Administrative Code rules, produced by Offeror under any contract, and all records, documents, writings or other information, including but not limited to financial, census and records used by Offeror in the performance of any contract are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Board by the

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Offeror along with copies of all deliverables submitted to the Board pursuant to any resultant contract will be retained for a minimum of five (5) years after reimbursement for services rendered under such contract.

2. If an audit, litigation, or other action is initiated during the time period of the contract, Offeror shall retain such records until the action is concluded and all issues resolved or the five (5) years have expired, whichever is later.
 3. All records referred to above shall be available for inspection and audit by the Board or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Auditor of the State of Ohio, the Inspector General of Ohio, or any other duly authorized officials).
- B. Offeror agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the Board.
- C. Offeror agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

3.9 Legal Action

The validity, terms, performance and enforcement of this RFP and any contract shall be governed and construed by its provisions and in accordance with the laws of the State of Ohio. Offeror consents to submit to the exclusive jurisdiction of the state and federal courts located in Hamilton County, Ohio for any action, suit or proceeding arising out of or relating to this RFP and contract and the transactions contemplated hereby.

3.10 Health Insurance Portability & Accountability Act (HIPAA)

If applicable, Offeror agrees to comply with all Health Insurance Portability and Accessibility Act ("HIPAA") requirements and meet all HIPAA compliance dates.

3.11 Debarment and Suspension

Offeror will, upon notification by any federal, state, or local government agency, immediately notify the Board of any debarment or suspension of Offeror being imposed or contemplated by the federal, state, or local government agency. Offeror will immediately notify the Board if it is currently under debarment or suspension by any federal, state, or local government agency. The Offeror hereby

verifies that none of the Offeror, its principals or its affiliates are excluded or disqualified in the System for Award Management. Additionally, by signing and submitting its proposal, the Offeror certifies that the certification in this clause is a material representation of fact relied upon the Board.

3.12 No Assurances

Offeror acknowledges that, by entering into a contract, the Board is not making any guarantees or other assurances as to the extent, if any, that the Board will utilize Offeror's services. In this same regard, the contract will in no way precludes, prevents, or restricts Offeror from obtaining and working under additional contractual arrangement(s) with other parties, assuming the contractual work in no way impedes Offeror's ability to perform the services required under the contract. Offeror warrants that at the time of entering into the contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to provide the goods or perform the services under the contract with the Board.

3.13 Non-Exclusive

Any contract resulting from this RFP will be a non-exclusive contract, and the Board may purchase the same or similar item(s) from other providers at any time during the term of the contract.

3.14 Availability of Funds

Any contract resulting from this RFP will be conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment of the contract. If funds are not allocated and available for the continuance of the function performed by Offeror under any resultant contract, the products or services directly involved in the performance of that function may be terminated by the Board at the end of the period for which funds are available.

The Board will notify Offeror at the earliest possible time of any products or services affected or may be affected by a shortage of funds. No penalty shall accrue to the Board in the event this provision is exercised. The Board shall not be obligated or liable for any future payments due to or for any damages as a result of termination under this section.

3.15 Non-Discrimination

Offeror certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of the contract, Offeror will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Offeror will take affirmative action to ensure that during employment all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to the following: 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. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Offeror complies with all applicable federal, state and local non-discrimination laws and regulations.

Offeror, or any person claiming through the Offeror, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to the contract, or in reference to any contractors or subcontractors of said Offeror.

3.16 Confidentiality

Offeror agrees to comply with all federal and state laws applicable to Board. Offeror understands access to any confidential information shall only be as necessary for the purpose of performing its responsibilities under the contract. Offeror agrees that the use or disclosure of information for any purpose not directly related to the administration of the contract is prohibited. Offeror will ensure that all confidential information is protected and maintained in a secure and safe manner.

3.17 Required Federal Provisions

In addition to the other federal provisions set forth herein, Offeror agrees to comply with all applicable federal laws and regulations, including but not limited to:

- A. Clean Air and Water Pollution Control Act
- B. Debarment and Suspension (Executive Orders 12549 and 12689)
- C. Davis Bacon Act
- D. Copeland Anti-Kickback Act
- E. Contract Work Hours and Safety Standards Act
- F. Byrd Anti-Lobbying Amendment
- G. The Hatch Act
- H. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to the Fund and subject to such exceptions as may be otherwise provided by Treasury. U.S. Department of Treasury Final Rule found at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

3.18 Audit Requirements

- A. Offeror shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of federal and state law.
- B. Offeror agrees to repay Board the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims
- C. Offeror agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to any funds under the contract. Offeror agrees to give Board a copy of Offeror's most recent annual report and most recent annual independent audit report within fifteen (15) days of receipt of such reports.
- D. To the extent applicable, Offeror will cause a single or program-specific audit to be conducted in accordance with OMB Circular(s). Offeror shall submit a copy of the completed audit report to Board within forty-five (45) days after receipt from the accounting firm performing such audit.

- E. Board reserves the right to evaluate programs of Offeror and its subcontractors. The evaluation may include but is not limited to evaluated performance under the contract, reviewing records, observing programs, and interviewing program employees and consumers. Board shall not be responsible for costs incurred by Offeror for these evaluations.

4.0 REQUIREMENTS AND SPECIFICATIONS

Hamilton County received \$158.8 million in American Rescue Plan - Coronavirus State and Local Fiscal Recovery Funds (“ARPA-SLFRF”) to continue to address the COVID-19 public health emergency and combat its negative economic impacts on the community. Funds from this program may only be used to cover eligible costs as determined in the U.S Department of Treasury’s ARPA-SLFRF Final Rule on the use of these funds.

The COVID-19 pandemic has been particularly insidious inasmuch as it has impacted, most heavily, on individuals with comorbidities spurred by various social determinants of health. The Board authorized funding to help address and reduce health disparities in disproportionately impacted communities. In addition, local data show that cardiovascular related conditions (i.e.; high blood pressure, high cholesterol, obesity) are the most prevalent health condition(s) within Hamilton County.

Hamilton County Public Health data defines “concentrated disadvantaged communities” to determine communities that were adversely impacted. Concentrated disadvantage is an effective measure that considers aspects of poverty and is an indicator that measures a community’s level of economic disadvantage, calculated using the community’s percentage of individuals living with five indicators: (1) below the poverty line; (2) on public assistance; (3) female-headed households; (4) unemployed; and (5) younger than 18. According to Hamilton County Public Health, the following are the highest concentrated disadvantage communities: (1) Lincoln Heights, (2) Lockland, (3) North College Hill, (4) Addyston, (5) Cheviot, (6) Mt. Healthy, (7) Elmwood Place, (8) Woodlawn, (9) Arlington Heights, (10) Golf Manor, and (11) City of Cincinnati. Of the eleven (11) communities to be determined most adversely affected five (5) are within qualified census tracts (QCT’s).

Primary Focus:

Hamilton County is seeking a qualified organization(s) to provide effective outreach and education to reduce and prevent chronic diseases, specifically, those that impact cardiovascular conditions in Hamilton County residents that are disproportionately impacted and live in concentrated disadvantaged communities. The qualified organization(s) will directly work with the 513ReliefBus team to leverage resources and community outreach. Successful Offeror(s) must be able to and have previous experiences with:

- Engaging and communicating with residents living in concentrated disadvantaged communities.
- Providing education and outreach materials in a culturally and linguistically appropriate manner (the language of materials, reading level, etc.).
- Building trust and relationships with communities.
- Expertise and understanding of cardiovascular conditions and effective prevention strategies.
- Knowledge and expertise in marketing and/or strategies to reach and engage communities.
- Ability to leverage existing partnerships and resources.
- Reporting on outcomes and outputs to demonstrate results of program.

Secondary Focus

Hamilton County seeks to partner with an organization to conduct outreach to reduce the impacts of COVID-19 on our community during spiked period of outbreaks. A successful application will include the following proven strategies:

- Create outreach and education for those who remain vaccine hesitant within Hamilton County. Focus campaigns and efforts on geographic and demographic populations that have had lower vaccine acceptance include minority communities.
- Create more public awareness and acceptance of COVID-19 treatment options to reduce the likelihood of long COVID. Those at high risk for severe illness had an 89% reduction in the risk of hospitalization and death in the clinical trial that supported the EUA when taken within 5 days of symptom onset.
- A person with certain medical conditions* is more likely to get very sick with COVID-19. Create resources and provide outreach to help those with specific conditions create a plan for keeping themselves healthy, reduce the risk of severity by diminishing co-morbidities, such as obesity, inactivity, and smoking, and how to respond if they contract COVID-19. Efforts can include staying current on COVID-19 vaccinations and seeking treatment should they become ill with COVID-19.

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*Cancer, chronic kidney disease, chronic liver disease, chronic lung diseases, cystic fibrosis, dementia or other neurological conditions, diabetes, disabilities as listed on the CDC website, heart conditions, HIV infection, immunocompromised conditions or weakened immune system, mental health conditions, overweight and obesity, physical inactivity, pregnancy, sickle cell disease or thalassemia, smoking, current or former, solid organ or blood stem cell transplant, stroke or cerebrovascular disease, substance use disorders, and tuberculosis.

- Report on outcomes and outputs to demonstrate results of program.

Any contract(s) resulting from this RFP will be that of a recipient/subrecipient relationship with the Board and not that of a vendor/contractor. Any entity awarded an agreement hereunder, in addition to other responsibilities, will be required to determine the eligibility of any organization requesting services. A subrecipient agreement requires compliance with all federal grant regulations as passed through from the Board to Offeror. Only those Offerors that are willing to enter into a subrecipient agreement should submit proposals.

The Board desires to contract with Offeror(s) that can administer the Program in compliance with all U.S. Department of Treasury requirements and guidance. The RFP is intended to identify and secure a subrecipient agreement with Offeror(s) who demonstrate experience, commitment, and capacity to administer this type of program. The Board expects the Successful Offeror(s) to have the Program launched by January 2023. All ARPA-SLFRF funding must be obligated by December 31, 2024 and completed by October 31, 2026.

Funds from this Program will only be used to cover the costs of necessary expenditures that adhere to the U. S. Department of Treasury's Final Rule on the ARPA-SLFRF and the use of these funds. Guidance can be found as follows:

General Treasury Guidance page link:

[Coronavirus State and Local Fiscal Recovery Funds | U.S. Department of the Treasury](#)

U.S. Treasury Guidance FAQ currently dated July 19, 2021: [SLFRPFAQ.pdf \(treasury.gov\)](#)

5.0 PROPOSAL FORMAT AND EVALUATION PROCESS

To expedite and simplify the process for evaluating proposals, and to assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must contain all the elements of information specified without exception. When submitting an electronic proposal, scan and upload the required forms.

If submitting a paper proposal, proposal sections must be numbered corresponding to the following format:

Section 5.1	Cover Sheet
Section 5.2	Required Responses
Section 5.3	Cost Sheet
Section 5.4	Other Required Forms
Section 5.5	References
Section 5.6	Personnel Qualifications
Section 5.7	Distinguishing Characteristics

5.1 Cover Sheet:

5.2 Required Responses

See Attachment A.

5.3 Cost Sheet/Line Items:

The Cost sheet and all exhibits attached must be filled out in its entirety and submitted thru *Periscope S2G, Supplier-to-Government, formerly known as Bid Sync*, if done electronically. Proposals submitted with escalations and/or footnotes indicating changes or negotiations in price may be disqualified.

Provide a statement confirming that no commissions or other broker payments will be paid related to the contract.

5.4 Other Required Forms:

All other required forms must be filled out in their entirety and included in this section.

- Registration Form;
- Personal Property Tax Form;

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- Statement Related to Unresolved Findings for Recovery Under O.R.C. 9.24;

5.5 References:

Offeror must list at least three (3) references* external to your organization and/or parent organization that are currently utilizing this bundled service.

Each reference must be accompanied by (Available Electronically):

- Company Name
- Address
- Phone Number and Fax Number
- Contact Person
- Nature of Relationship and Service Performed
- Time Period of Contract

**If references cannot be provided, explain why.*

5.6 Personnel Qualifications:

For key personnel who will be working on the services described herein, please submit resumes/CVs with the following (Available Electronically):

- Proposed Role
- Job Description
- Industry Certification(s) and Educational Background
- Work History
Personal Reference (company name, contact name and phone number, scope and duration of project)

5.7 Distinguishing Characteristics:

Offerors are encouraged to identify their distinguishing characteristics. These distinguishing characteristics may be beyond the services described herein, if the Offeror deems they would provide value to the long-term goals of the Board.

Attachment A (Narrative)

Commented [A1]: update

1. Describe with specificity the Offeror's proposed approach and workplan to meet the Scope of Work outlined in Section 4. Proposed approach should also include how the Offeror will adjust operations to meet demand for the service provided. Proposed approach should also describe how the ARPA-SLFRF funds will be used to leverage existing resources.
2. Describe any experience Offeror has with programs of similar size and scope to what is being requested in this RFP, including outcomes demonstrating program effectiveness and any experience coordinating similar programs paid for with federal funding.
3. Describe with specificity Offeror's financial system and how the program will be accounted for in a manner to separate it from other funding streams and expenditures.
4. Describe with specificity the monitoring the Offeror will perform to ensure funds are only used for the program, as described herein, including compliance monitoring.
5. Describe with specificity how the program will be implemented within the requested timeframe, including all action steps.
6. Describe with specificity any innovations or alternatives that would offer additional value to the intended purpose set forth in each requirement or the RFP as a whole.
7. Describe with specificity your distinguishing characteristics which should be considered. These characteristics may be beyond the scope of work described herein if you determined they would provide value to the long-term goals of the Board.
8. Indicate any exceptions you have to any terms and conditions, including but not limited to: Contract Period, Indemnification, and Insurance Requirements.
9. Indicate any exceptions you have to any requirements and specifications contained in Section 4 or elsewhere in this RFP.

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10. Please affirm that Offeror has no final judgments against it that have not been satisfied in the total amount of fifty percent (50%) of the proposed amount of this project.
11. Describe your anticipated use of subcontractors or partner organizations, if any. Offeror must list all subcontractor/partner arrangements that it expects to enter into in relation to this RFP and the scope of work to be undertaken by such subcontractors or partner organizations. Offeror must also provide the contact person within each subcontractor or partner organization.

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Attachment B: Cost Sheet

Offeror shall not include any federal unallowable costs in its cost sheet.

Expense Category	Cost
Salaries	
Equipment	
Supplies	
Utilities/Telephone	
Technology	
Subcontractors	
Other:	
Other:	
Other:	

Total Cost: -

Exhibit 1: Scoring - Evaluation Factors and Relative Importance

Element	Items used in ranking may include:	Max Points	Total Points
Overall responsiveness	Completeness of forms	10	
	Any exceptions taken		
	Any other factors within the proposal or obtained for discussions		
Organizational Experience	Experience working with targeted populations and/or communities to be served.	20	
	Experience working with community agencies and the impacted populations to reduce chronic disease, specifically cardiovascular disease and COVID- 19		
	Experience with local, state, and federal funding and cost accounting		
	Ability to meet the requirements requested, including timeframe, in a program of similar size and nature		
	Personnel qualifications		
	Distinguishing characteristics		
	References		
Approach	An overall approach to managing, the Program, including leveraging of resources. Demonstrate the organizational capacity to perform the work within the specified timeframe.	30	
Federal Grant Experience	Experience with federal grant administration.	20	
	Experience with financial monitoring of federal funds		
	Process to ensure funds will be maintained separately from other federal funding (if applicable)		
	Experience monitoring outcomes in a federal program		
Proposal costs	Costs	20	
	Value added services		
Total		100	