

Solicitation RFP 052-22/JW

Public Relations, Community Engagement, Marketing Services

Bid Designation: Public



Hamilton County

Hamilton County

Bid RFP 052-22/JW

Public Relations, Community Engagement, Marketing Services

Bid Number **RFP 052-22/JW**
 Bid Title **Public Relations, Community Engagement, Marketing Services**

Bid Start Date **Jul 14, 2022 8:02:14 AM EDT**
 Bid End Date **Aug 5, 2022 11:00:00 AM EDT**
 Question & Answer End Date **Jul 26, 2022 12:00:00 PM EDT**

Bid Contact **Jill E Williams**
Purchasing Agent I
Purchasing
HAMCOPurchasingQuotes@hamilton-co.org

Contract Duration **1 year**
 Contract Renewal **Not Applicable**
 Prices Good for **Not Applicable**

Bid Comments **The Hamilton County Equity and Resources Mobile Tech Bus (513 Relief Bus), travels to vulnerable and underserved communities within Hamilton County to provide resources directly to those who need it most and improve health and economic outcomes.**

The Board seeks a qualified and experienced entity to provide community engagement, marketing, and public relations to ensure the public is aware of the 513 Relief Bus and the services provided. It is also expected that the Offeror(s) will provide expert advice in communicating the eligibility requirements of the services provided via the 513Relief Bus.

Item Response Form

Item **RFP 052-22/JW--01-01 - Total Cost- See Attachment B**
 Quantity **1 each**
 Unit Price
 Delivery Location **Hamilton County**
Administrative Services - Admin Serv - Administration
 138 E Court St
 Room 507
 Cincinnati OH 45202
Qty 1

Description
 Total Cost- See Attachment B

Fill out Attachment B and upload with proposal and put total cost here

RFP# 052-22



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..... July 14, 2022

Proposal Opening Date..... August 5, 2022

Request for Proposal Number... 052-22

Subject... Public Relations, Community Engagement, and Marketing Services for 513 Relief Program

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 web site:

<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.

RFP# 052-22

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.

RFP# 052-22**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).
7. It is expected that payments will be made on a monthly basis for goods and services satisfactorily performed and delivered, as applicable.

RFP# 052-22

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 be signed with the name of the corporation, followed by the signature and

RFP# 052-22

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 **August 5, 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 **August 5, 2022**. All proposals must reference **RFP#052-22- Public Relations, Community Engagement, and Marketing Services**.
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.

RFP# 052-22

TAXES

OHIO SALES TAX: Not applicable to purchases by County.

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

RFP# 052-22



REQUEST FOR PROPOSALS #052-22

FOR

**Public Relations, Community Engagement, and Marketing Services for
513 Relief Program**

Issued by

**THE HAMILTON COUNTY BOARD OF COMMISSIONERS
CINCINNATI, OHIO 45202**

July 14, 2022

RFP# 052-22**1.0 INTRODUCTION**

The Board of County Commissioners, Hamilton County, Ohio is accepting electronic or sealed proposals for **Public Relations, Community Engagement, and Marketing Services** - 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 services for the American rescue Plan-funded 513 Relief Program, as defined 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:	July 26, 2022
Deadline for Issuing Final RFP Answers:	July 28, 2022
Deadline for Proposals Received by Issuing Officer (RFP Opening): Jill Williams, Hamilton County Purchasing Department, 138 East Court Street, Room 507, Cincinnati, Ohio 45202	August 5, 2022, by 11:00 a.m. EST
Proposal Review Completed:	August 12, 2022,
Written Decision Issued (Approximately):	August 30, 2022
Estimated Project Start-Up:	October, 2022

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:

**Jill Williams-PSCM-C, 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

RFP# 052-22**1.3 Registration Process:**

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

Hamcopingurchasingquotes@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 **July 26, 2022, at 12:00 P.M. EST**. The final responses will be emailed or faxed on **July 28, 2022**, at the close of business. Only Offerors who register for the RFP will receive copies of all questions and answers.

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.

RFP# 052-22**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 **July 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 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

RFP# 052-22

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.

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;

RFP# 052-22

- 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**

RFP# 052-22

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 August 5, 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 August 5, 2022**. All proposals must reference **RFP# 052-22 – Public Relations, Community Engagement, and Marketing Services**.

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;

RFP# 052-22

- 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:

- Timely Submission – the proposal is received at the address designated in the RFP by **August 5, 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**

RFP# 052-22

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:

- Overall responsiveness, quality and viability of the Offeror’s proposal;
- Ability to meet or exceed the requirements and specifications detailed in Sections 4.0 and 4.1.
- 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;
- Cost of services;
- Value added services;

RFP# 052-22

- Ability to meet the timelines and requirements requested herein;
- Any exceptions taken by Offeror to the terms and conditions in the RFP;
- Any exceptions taken by Offeror to the requirements and specifications in the RFP; and
- 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.

RFP# 052-22

- 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 provides the requested services 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 funds will be used to pay for the services and/or deliverables to be procured hereunder. 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 anticipated to be early fall of 2022 and end on October 31, 2026.

Offerors must submit proposals with pricing for the Initial Term.

RFP# 052-22

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

RFP# 052-22

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

RFP# 052-22

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 or services 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.

RFP# 052-22**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

RFP# 052-22

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 Offeror shall not reduce or limit Offeror's contractual obligation to indemnify and

RFP# 052-22

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.

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 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.

RFP# 052-22**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.

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.

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

RFP# 052-22

- \$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
- 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

Auto liability insurance contained in Insurance Services Office Form CA 00 01 of at least \$1,000,000 combined single limit, on all owned, non-owned, leased, and hired automobiles.

Workers' Compensation insurance with Statutory limits as required by the State of Ohio, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if Offeror provides written verification it has no employees)*

3.7 Termination Provisions:Termination for Convenience by County

The contract for this service 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 and will approve or disapprove such plan with five (5) calendar days of receipt. In the event Offeror fails to submit

RFP# 052-22

such plan or the Board disapproves such plan, the Board and 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.

3.8 Concealed Weapons

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

3.9 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 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.

RFP# 052-22

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.

3.10 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.

3.11 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.

3.12 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

RFP# 052-22

proposal, the Offeror certifies that the certification in this clause is a material representation of fact relied upon the Board.

3.13 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.

3.14 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.

3.15 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.

3.16 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

RFP# 052-22

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.

3.17 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.

3.18 Required Federal Provisions

- 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

RFP# 052-22

F. Byrd Anti-Lobbying Amendment

3.19 No Third Party Beneficiary Intended

Unless specifically provided herein, the benefit of the contract is intended to inure only to the parties to the contract and not to any third party beneficiaries.

3.20 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, evaluating 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.

RFP# 052-22**4.0 REQUIREMENTS AND SPECIFICATIONS**

The Hamilton County Equity and Resources Mobile Tech Bus (513 Relief Bus), travels to vulnerable and underserved communities within Hamilton County to provide resources directly to those who need it most and improve health and economic outcomes. An initiative of the Hamilton County Board of County Commissioners, the 513 Bus was launched in June 2021 and included no-cost vaccinations, as well as access to economic and social services administered by Hamilton County Job & Family Services (HCJFS). This program is an example of Hamilton County's efforts to reduce barriers to accessing services and improve upon our equity efforts.

The following are highlights and data from Phase 1 of operations:

Phase 1-513Relief Bus Operational Dates and Data
Operational Dates: 6/19/2021-12/16/2021
79 locations coordinated & served
28 zip codes served
1,582 vaccinations administered
702-1st dose vaccination gift cards distributed
4,158 citizens served with economic & social services
4,527 unduplicated economic relief & social services provided
Over \$15 Million in Rent, Utility & Mortgage assistance distributed

Phase 1 of 513Relief Bus operations utilized a temporary bus. Through the use of ARPA funds, the Board is procuring a turnkey, commercially built bus that will allow 513Relief Services to continue and expand its healthcare and social service outreach. The new bus is in production and is expected to be delivered in the 4th quarter of 2022. Future program service expansion is being explored to include general health screenings, referrals for more critical healthcare needs, dental screenings, as well as health education and literacy. Programming may also include mental health and substance abuse services.

The Board seeks a qualified and experienced entity to provide community engagement, marketing, and public relations to ensure the public is aware of the 513 Relief Bus and the services provided. It is also expected that the Offeror(s) will provide expert advice in communicating the eligibility requirements of the services provided via the 513Relief Bus.

RFP# 052-22

The populations that are eligible to receive services are determined by the US Treasury American Rescue Plan Final Rule and are summarized below:

Eligible Uses in Disproportionately Impacted Households² may include:

- Addressing health disparities and social determinants of health
- Assistance accessing or applying for public health benefits
- Access to healthy food
- Re-employment/job training
- Rent, mortgage, utility
- Food assistance
- Address educational disparities

Eligible Uses for Impacted Households³

- Assistance in accessing and applying for public benefits or services
- Re-employment/job training
- Rent, mortgage, utility
- Food assistance
- Address learning loss (i.e., tutoring)

Eligible Uses for All Populations

- Covid-19 Vaccinations
- Covid-19 Testing
- Mental and behavioral health

Any contract(s) resulting from this RFP will be that of a vendor/contractor.

4.1 Description of Requested Services

The Board desires to contract with Offeror(s) that can provide expertise in public relations, community, engagement, and marketing. The RFP is intended to identify and secure a contract with Offeror(s) who demonstrate experience, commitment, and capacity to administer this type of program.

The Board seeks proposals from qualified entities, organizations, and firms to provide the following services:

1. Develop tactics and strategies to effectively communicate eligibility and documentation requirements. As noted in Section 4.0, a variety of services will be available via the 513Relief Bus; however, not every service is available to

² Disproportionately Impacted Household – Low income (40% AMI or 185% FPG); household is located in a QCT; households qualify for certain federal programs.

³ Impacted Household – Low-mod income (65% AMI or 300% FPG); households experiencing unemployment or food or housing insecurity; households qualify for certain federal programs.

RFP# 052-22

all populations. It is essential that the Successful Offeror be able to translate potentially complicated and/or confusing eligibility requirements, and the ability to easily communicate the requirements for clear understanding by all populations that are eligible to receive the services.

2. Create a communications strategy using email, text messaging, and social media to target audiences.
3. Develop and implement a social media campaign to include:
 - a. Management of 513Relief Twitter and Instagram (accounts are already set up).
 - b. Create social media for broader Hamilton County accounts (1-2 posts per week depending on Bus Stops) including Nextdoor, Facebook, Twitter, YouTube Channel, Instagram. County Communications Manager will manage the Hamilton County accounts.
 - c. Develop and produce videos, including testimonials
 - d. Cross promote with partner organizations
4. Incorporate personal testimonials in communication channels.
5. Develop and execute earned media strategy in consultation with County Communications Manager.
6. Make recommendations for paid advertising to reach target audiences and procure based off County and federal standards.
7. Develop signage and marketing materials such as flyers/postcards (translated) and sandwich boards. The County will provide the 513Relief Bus artwork.

All communication strategies must be specific to, and engage with, the target populations. Offeror should be able to identify any barriers to the program and recommend strategies to overcome those barriers.

Results and outcomes are critical to the Board. Therefore, the Successful Offeror should be prepared and qualified to track and report outcomes and adapt messaging and strategies based on those outcomes. The Successful Offeror will:

1. Report monthly on metrics, engagement and strategies.

RFP# 052-22

2. Develop follow-up surveys with residents after a defined period of time to capture any longer-term outcomes.
3. Provide recommendations on additional methods to measure effectiveness of the 513 Relief Bus.

All marketing, outreach, earned and paid media must incorporate and recognize the Board as a funding source.

The Successful Offeror will report directly to Hamilton County Administration's Communication Manager. in regular consultation with the 513Relief Program staff in the Department of Economic Inclusion and Equity. Brief weekly meetings will be conducted on planned social posts, earned media strategies, key issues, and any challenges.

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:

RFP# 052-22

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;
- 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)

RFP# 052-22**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.

RFP# 052-22**Attachment A (Narrative)**

1. Describe with specificity the Offeror's proposed approach and workplan to meet the Scope of Work outlined in Section 4, including any use of subcontractors, if any. Proposed approach should also include how the Offeror will adjust strategies based on results and outcomes of the program and participants.
2. Describe any experience Offeror has with programs of similar size and scope to what is being requested in this RFP, including implementation of communication strategies to help overcome barriers.
3. Describe with specificity how the services will be implemented, include all action steps.
4. Describe the 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.
5. Describe with specificity your distinguishing characteristics which should be considered. These characteristics may be beyond the scope of work described herein if you determine they would provide value to the long-term goals of the Board.
6. Indicate any exceptions you have to any terms and conditions, including but not limited to: Contract Period, Indemnification, and Insurance Requirements.
7. Indicate any exceptions you have to any requirements and specifications contained in Section 4 or elsewhere in this RFP.
8. 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.
9. 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.

RFP# 052-22**Attachment B: Cost Sheet**

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

Expense Category	Cost
Salaries	
Equipment	
Supplies	
Technology	
Other:	
Other:	
Other:	
Other:	

Total Cost: -

RFP# 052-22

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 on community engagement and strategies to help overcome barriers to participation.	40	
	Competence of the firm to perform the required services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services		
	Personnel qualifications		
	Distinguishing characteristics		
	Past performance of the firm as reflected by the evaluations of previous clients, including Owner, with respect to factors such as, but not limited to, control of costs, quality of work and meeting of deadlines		
Approach	Overall approach to provide the services requested. Demonstrate the organizational capacity to perform the work within the specified timeframe. Clear understanding of the program and services requested.	30	
Proposal costs	Costs	20	
	Value added services		
Total		100	

REGISTRATION FORM**RFP#: RFP 052-22/JW (initial)****All inquiries regarding this ITB/RFP are to be e-mailed, mailed or faxed to:****(Jill E Williams & Purchasing Agent I)****138 E. Court Street, Room 507**

Cincinnati, Ohio 45202

Fax #: (513) 946-4335

Email: HAMCOPurchasingQuotes@hamilton-co.org

The County will not entertain any oral questions regarding this ITB/RFP. Other than specified above, no bidder may contact any county official, employee, project team member or evaluation team member. Bidders are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this ITB/RFP. **Inappropriate contact including attempts to influence the ITB/RFP process, evaluation process or the award process by bidders or by others on their behalf will result in bid/proposal rejection.**

The only appropriate contact is with the Purchasing Department as listed above.

Have you been banned from doing business with the State of Ohio?

Is your company a Small Business and if yes, please specify?

Please fax or e-mail this page to the Purchasing Department as soon as possible.

By faxing or e-mailing this page to the Purchasing Department, you will be registering your company's interest in this ITB/RFP, attendance at pre-bid conference, and it will ensure you will receive all addenda or correspondence. Your signature is an acknowledgement that you have read and understand the information contained on this page. Hamilton County will not be responsible for the timeliness of the delivery via U.S. Mail

DATE:	<input type="text"/>
COMPANY NAME:	<input type="text"/>
ADDRESS:	<input type="text"/>
CITY, STATE & ZIP CODE:	<input type="text"/>
SALES REPRESENTATIVE'S NAME:	<input type="text"/>
TELEPHONE NUMBER:	<input type="text"/>
FACSIMILE NUMBER:	<input type="text"/>
EMAIL ADDRESS:	<input type="text"/>
NUMBER OF PEOPLE ATTENDING PREBID (IF APPLICABLE):	<input type="text"/>

SIGNATURE:

PERSONAL PROPERTY TAX STATEMENT

Suppliers Note: This document must be notarized. Please print and complete document and scan to upload the completed document to your bid response. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

In accordance with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company I represent is not delinquent in the payment of personal property taxes to the State of Ohio or any subdivision thereof.

SIGNATURE

PRINT NAME

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me
DATE

_____, saying that he/she is
PRINT NAME

_____ of
PRINT TITLE

_____,
PRINT NAME OF COMPANY

and that he/she understands all of the implications of the above statement and has signed in good faith.

SIGNATURE OF NOTARY PUBLIC

WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY

(Formerly State of Ohio Debt)

Suppliers Note: This document must be notarized. Please print and complete document and scan to upload the completed document to your bid response. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

In accordance with Section 9.24 of the Ohio Revised Code, I hereby certify that the company I represent does not owe any money to the State of Ohio.

SIGNATURE

PRINT NAME

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me
DATE

_____, saying that he/she is
PRINT NAME

_____ of,
PRINT TITLE

PRINT NAME OF COMPANY

and that he/she understands all of the implications of the above statement and has signed in good faith.

SIGNATURE OF NOTARY PUBLIC

Section 5- Bidder References

Suppliers Note: If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

Company:

ITB#:

ITB Name:

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:



Section 6- Personnel Qualifications

Suppliers Note: If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

List names and titles of personnel that will be associated with this bid/contract. Attach work history if desired.

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

Personal Reference:

Work History:

Section 7- Distinguishing Characteristics

Suppliers Note. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

Bidders are encouraged to identify their services' distinguishing characteristics, which should be reviewed. These characteristics may be beyond the scope of this project if the bidder deems they would provide value to the long-term goals of Hamilton County.

A large, empty rectangular box with a thin black border, intended for bidders to enter their distinguishing characteristics. The box is currently blank.

**THE HAMILTON COUNTY
ECONOMIC INCLUSION POLICY
SMALL BUSINESS ENTERPRISE INITIATIVE**

I. Purpose:

The Board of Commissioners, Hamilton County, Ohio, (“Board”) is committed to promoting the economic inclusion of all people in Hamilton County regardless of race, gender, disability, national origin, sexual orientation, or gender identity. It established the Office of Economic Inclusion to promote inclusion in County procurement and employment practices. The Board finds Small Business Enterprises (SBEs) provide employment and economic growth in Hamilton County, Ohio. The Board further finds that encouraging the participation of Small Businesses in Hamilton County projects undertaken by departments reporting through the County Administrator to the Board (“Projects”) will benefit all residents of Hamilton County, Ohio. Hamilton County is an equal business opportunity governmental entity, and has strived to provide, and will continue to provide, equal business opportunities to diverse groups within our region.

II. Definition of Small Business Enterprise (“SBE”)

A Small Business Enterprise (SBE) is defined as a business concern that is independently owned and operated and which meets the detailed definitions or size standards established by the Administrator of the Small Business Administration (SBA). However SBA does not certify SBEs. Those businesses that qualify as a Small Business are encouraged to become a certified small, minority or women-owned business, if appropriate. Hamilton County will only accept Small Business Enterprise certifications by the agencies listed in **Appendix A**, attached hereto.

III. Duties of the Director of the Hamilton County Office of Economic Inclusion

The Director of the Office of Economic Inclusion (“Director”) shall work with the Hamilton County Departments and, where appropriate, the General Contractor, project manager or architect to do the following:

1. Identify potential SBE prime Contractors;
2. Identify potential SBE subcontractors for prime Contractors;
3. Verify compliance with the SBE Inclusion Program; and,
4. Provide assistance throughout the Project to SBE subcontractors where such assistance may not be available from prime Services Contractors.

IV. Actions to be taken to Promote Participation of SBEs in the Hamilton County Projects:

1. Qualified SBE Identification
 - a. The Director shall obtain, and make available listings SBE contractors by Services, location and bid activity.
 - b. During the Project's prebid phase, the Director shall initiate a comprehensive notice program. Utilizing available SBE listings, the Director will provide SBE Contractors with notice of potential prime Services Contractor opportunities upon which the SBEs could bid.
2. SBE Listings and Agencies the Director will use to help promote the SBE Inclusion Program by disseminating information throughout Hamilton County.

African American Chamber Of Commerce
 City of Cincinnati Department of Economic Inclusion
 Downtown Cincinnati Inc.
 Cincinnati USA Regional Chamber of Commerce
 Hamilton County Development Center
 Hamilton County Economic Inclusion Advisory Council
 Hispanic Chamber Cincinnati USA
 Northern Kentucky Chamber of Commerce
 Ohio Minority Supplier Development Council
 Women's Business Enterprise Council-Ohio River Valley (WBEC-ORV)
 State of Ohio SBA 8(a) Contractors Listing
 U.S. Small Business Administration

3. Bid Package Design

The Hamilton County Department Head, or his or her designee, in conjunction with the Director shall review project bid packages. Subject to competitive bidding requirements, cost effectiveness, and schedule compliance, bid packages will be designed to encourage participation by SBE contractors as prime Services Contractors, subcontractors and/or suppliers. SBE participation goals will be set in prime Services Contracts where prime Services Contractors would normally utilize subcontractors and suppliers.

4. Bid Advertisement

The Director will use formal advertisement procedures as required by law to advertise contracting opportunities to businesses, and will alert business development and support organizations of contracting opportunities as well.

5. Contract Award

In an effort to encourage SBE participation, the Board will include within the Project bid manuals; special provisions that are substantially similar to those contained in **Appendix C**, attached hereto. As required by the Ohio Revised Code, the Board must award all prime Services Contracts for Hamilton County Projects to the “lowest and best” bidder, based upon announced evaluation criteria.

V. Actions to be taken to Monitor Participation of SBEs in the Hamilton County Projects

1. The Director shall explore and make recommendations to the Board through the County Administrator, regarding the best method to accurately monitor participation levels of SBEs.
2. Among other steps to be taken, on recommendation of the Director to the Board, an auditing firm may be employed to accurately report participation levels of SBEs as directed in each contract at regular intervals.
3. The bid package shall require the successful bidder to accurately report the participation levels of SBEs on the forms substantially similar to those attached hereto as **Appendix C**.

SMALL BUSINESS INCLUSION PROGRAM - Appendix A**Hamilton County, Ohio
Small Business Enterprise****Recognized Certification Agencies**

City of Cincinnati

Department of Economic Inclusion
805 Central Avenue, Suite 600
Two Centennial Plaza
Cincinnati, OH 45202-1947
(513) 352-3154

Certifies SBE (s), MBE (s), WBE (s)

U.S. Small Business Administration (SBA)
Columbus District Office
8(a) Business Development Program
2 Nationwide Plaza, Suite 1400
Columbus, OH 43215-2542
(614) 469-6860

www.sba.gov/oh/columbus/medcolu.html**Registers Companies in SAM, but does not certify companies.**

Women's Business Enterprise Council-
Ohio River Valley (WBEC-ORV)
3458 Reading Road
Cincinnati, OH 45229
513-487-5257

charris@wbec-orv.org<https://www.wbecorv.org/about-wbecorv>**Certifies WBEs and WOSBs**

State of Ohio, Department of
Transportation (ODOT)
Office of Equal Opportunity
1980 West Broad Street
Columbus, Ohio 43223
(614) 644-8436 or 1-800-459-3778
www.dot.state.oh.us/ptrans

Certifies SBE (s) DBE (s)

Ohio Minority Supplier Development
Council
Chase Building
100 East Broad Street, Suite 2460
Columbus, Ohio 43215
(614)-225-6959

<http://ohiomsdc.org/>**Certifies SBE (s), MBE (s)**

State of Ohio Department of
Administrative Services
Equal Opportunity Division
4200 Surface Road
Columbus, OH 43228
(614) 466-8380

das-eod@das.ohio.gov<https://das.ohio.gov/>**MBE (s), EDGE****Abbreviations***SBE - Small Business Enterprise**MBE - Minority Business Enterprise**WBE - Women Business Enterprise**WOSB - Women Owned Small Business**DBE - Disadvantage Business Enterprise**EDGE - Encouraging Diversity, Growth and Equity*

SMALL BUSINESS INCLUSION PROGRAM - Appendix B**HAMILTON COUNTY
ADDITIONAL BID CONDITIONS****1.1 GENERAL**

A. The contracting practices utilized on this project shall conform to the Board of County Commissioners SBE Inclusion Program. Compliance with County “Good Faith Efforts” to achieve contracting goals is one factor that will be considered in the determination of the award. SBE Inclusion Program is available for review at the offices of the Owner.

B. The following documents are additional bid conditions and are supplemental to the Instructions to Bidders.

Special Provisions – SBE Goals

C. Also see **Appendix C** for further detailed instructions concerning compliance with the Small Business Inclusion Program.

SMALL BUSINESS INCLUSION PROGRAM - Appendix C

HAMILTON COUNTY ADDITIONAL BID CONDITIONS

SPECIAL PROVISIONS

SBE GOALS

1. **PURPOSE:** The Contractor shall employ “**GOOD FAITH EFFORTS**” to achieve Hamilton County’s SBE aspirational participation goals as part of its effort to submit the lowest and best bid. The SBE goals for this contract are set forth by the Owner in the Specifications – General Requirements - Descriptions of Contracts.

2. **DEFINITIONS:** As used in this section, the following words have the meaning indicated.
 - A. “Small Business Enterprise” (“SBE”) is defined as a business concern that is independently owned and operated and meets detailed definitions or size standards established by the Administrator of the SBA. References throughout this section to small business shall mean Small Business Enterprise (SBE).

 - B. “Contractor” means any bidder on any contract herein.

 - C. “Goal” is defined as the amount of work, material or service that in the Project Manager’s judgment, from previous experience, would reasonably be expected to be able to be provided or performed by SBEs in the Greater Cincinnati Metropolitan Area on a Contract similar to that which is being bid.

 - D. “Good Faith Efforts” are a specific list of activities that could be done by a contractor in order to demonstrate a bona fide effort to achieve the SBE contracting goals as outlined in the contract (See Page 28).

3. **SBE PROJECT GOALS**

Hamilton County in conjunction with the Project Manager will establish aspirational goals for the utilization of SBEs for each contract in the project. The goals in different contracts will differ, because under certain contracts, SBE participation may not be envisioned to be possible in the same proportion. The Hamilton County encourages the use of SBE firms as first-tier subcontractors and/or joint ventures.

The overall SBE goal for this particular project is 15 % for SBEs. This has

been set forth in the Description of Contract, and is expressed in terms of a percentage of the total dollar value of such contract.

Inability of a Contractor to meet the established SBE goal will not exclude said Contractor from award of a contract if deemed to be “Lowest and Best” bid. Refusal to employ and document “Good Faith Efforts” to include SBE when requested may be cause for non-award of contract.

4. **CONTRACTOR RESPONSIBILITIES**

A. A SBE participation goal for this Contract is set forth in The Description of Contract. The Contractor agrees that he will make “Good Faith Efforts” to achieve the specified amount of the Contract to be performed by SBEs.

B. If awarded the Contract:

- A Contractor shall employ Good Faith Efforts to accomplish an amount of work not less than the SBE business participation rate set forth in its SBE Compliance Plan.
- Indicate and record (for general reporting purposes only) if any of the SBEs utilized are minority or female owned.

C. The Contractor, by submitting its bid, consents to provide such documentation as required by the Owner or Project Manager, and to provide right of entry at any reasonable time for the Owner’s representative verifying SBE business participation.

D. **COMPLIANCE**

I) Each Bidder must submit a SBE Compliance Plan (refer to **Appendix C**) with its Bid. **Failure to submit a Goal Compliance Plan with the Bid and other documentation may result in rejection of the Bid.**

II) When a SBE business performs on more than one contract with the same prime contractor, all references to payment activity must be maintained separately for each contract.

A. Contractor shall indicate on the Contractor’s Affidavit of Payment of Debts & Claims, Business Payment summaries.

B. Contractor shall provide information to the Owner upon

request, regarding S/M/WBE participation. Such information may include subcontract agreements and purchase orders, canceled checks (front and back), invoices, payment verification, and certified payrolls.

- III) The Owner and its agents may make periodic visits to the work site to verify SBE participation and control of work and workforce. The Owner or their designee may interview any member of workforce of subcontractors, or any member of the workforce of the Contractor.
- IV) In order to receive credit for the purchase of materials and supplies, the small business shall be certified as a supplier or shall itself purchase the materials and supplies that the SBE business will install and in addition, shall choose the vendor, negotiate the cost, arrange delivery of, and pay for the materials and supplies required for the work of the contract. Invoices for materials shall be invoiced to the SBE firm and not to the prime contractor. The Owner may periodically review invoices for materials to confirm SBE participation. SBE suppliers of materials and supplies should count towards SBE goals. The value of any supplies furnished by a Non-Certified SBE will be separately identified in all reports.

5. **GOOD FAITH EFFORT TO MEET SBE ASPIRATIONAL PERCENTAGE GOALS**

By submitting a signed bid, the Contractor certifies that it shall make “Good Faith Efforts” to achieve the established aspirational percentage goals for utilization of the SBE businesses as subcontractors and/or material supply or service providers appropriate to the project on which it bids.

6. **DEFAULTING SBE SUBCONTRACTORS, MATERIAL OR SERVICE SUPPLIER**

If a SBE business/subcontractor, material or service supplier is unable to perform successfully, the Contractor is expected to make good faith efforts to replace said SBE subcontractor, material or service supplier with another qualified SBE business, unless doing so would cause an unreasonable increase in the project cost or an unreasonable delay in project schedule.

7. **PENALTIES**

- A. Failure of a Contractor to demonstrate “Good Faith Efforts” to attain the Project’s SBE goals may constitute grounds for Hamilton County to declare Contractor’s bid non-responsive.

- B. As with other Contract requirements, failure of the successful Contractor to carry out the SBE assurances set forth in its Contract may constitute a breach of Contract, and after notification by Hamilton County may result in default termination of the Contract by the County.

8. RECORDS AND REPORTS

- A. The Contractor shall maintain such records as are necessary to confirm “Good Faith Effort” for small business participation. For tracking purposes only, tracking records shall indicate the identity of the small business, the type of work performed by each, and the actual dollar value of work, services and procurement achieved by each Contractor and subcontractor (see Form 2005).
- B. The Contractor shall submit information with his monthly cost breakdown for progress payments that indicate the dollar value of contracts awarded to small businesses. This information will be submitted as a supplement to the Cost Breakdown For Progress Payments. Failure of the Contractor to submit the required supplementary participation information may result in delays in processing progress payments.

HAMILTON COUNTY SBE PROGRAM REQUIREMENTS

It is the policy of the Board of Commissioners, Hamilton County, Ohio (“County”) that Small Business Enterprises (“SBEs”) have equal opportunities to participate in the performance of Services Contracts on the project noted in this solicitation (“Project”). **All Bidders must comply with applicable Hamilton County requirements to ensure that SBEs have equal opportunities to compete for and perform on Contracts.** Hamilton County and its Prime Contractors shall not discriminate on the basis of race, gender, disability, religion, national origin, age, sexual orientation, gender identity, or other unlawful basis in the award and performance of Services Contracts.

Prime Contractors seeking to participate on this Project agree to ensure SBEs, minority and women-owned businesses, as well as veteran-owned businesses and disability-owned businesses and other have the equal opportunity to participate in the performance of Services Contracts. A Prime Contractor submitting a bid or proposal on this Project (“Bidder”) is asked to make good faith efforts to meet or exceed the goal for SBE participation. The County encourages Bidders to aspire to meet or exceed the SBE participation goal for this Project.

In order to assure equal opportunity SBE participation, **each Bidder must submit the SBE Goal Compliance Plan with its bid. Failure to submit the SBE Goal Compliance Plan with the bid and other documentation that may be requested shall result in rejection of the bid.**

In order to evaluate SBE Participation, all Bidders are to submit the forms included with Appendix C with their bid. **These forms are not intended to be exclusive or exhaustive, and the Bidder should attach additional sheets, as necessary, to fully explain its good faith efforts in accordance with the requirements of The Hamilton County SBE Inclusion Program.**

This Appendix C supersedes and is controlling over any possible conflicting information in any of the other appendices (A – B) of the Hamilton County Economic Inclusion Program.

SBE GOAL COMPLIANCE PLAN

CONTENTS INCLUDE:

1. SBE Goal Compliance Plan Instructions
2. Cover Page
3. SBE Goal Compliance Plan - Parts A, B, C, and D

HAMILTON COUNTY SBE GOAL PROGRAM COMPLIANCE PLAN INSTRUCTIONS

Each Bidder shall submit a SBE Goal Compliance Plan with its Bid. The Compliance Plan consists of the signed Cover Sheet and Parts A, B, C, and D. Please direct any questions regarding preparation of the SBE Goal Compliance Plan to the Director of The Office of Economic Inclusion.

How To Complete the SBE Goal Compliance Plan:

Complete, sign and date the SBE Goal Compliance Plan Cover Sheet

1. Complete the Part(s) per the instructions applicable to the Bidder:

A. PART A instructions must be followed by:

- Bidders who are SBEs who meet the Participation Goal without the use of SBE subcontractor/suppliers.
- Bidders who are a Joint Venture which include a SBE and meet the Participation Goal without the use of SBE subcontractor/suppliers.

B. PART B instructions must be followed by:

- Bidders who will meet the Participation Goal by subcontracting with SBE subcontractor/suppliers.
- Bidders who are SBE Joint Ventures which include and only meet the Participation Goal with the use of SBE subcontractor/suppliers.

C. PART C instructions must be followed by:

- Bidders who do not meet the Participation Goal but seek a partial or total exemption and have exercised good faith efforts to meet the Participation Goal.

D. PART D instructions must be followed by:

- Bidders who do not meet the Participation Goal but seek exemption because the Bidder will perform the work of the entire Services Contract with its own forces, without the use of subcontractors, and by using materials, supplies or equipment in Bidder's existing inventory or obtained pursuant to existing contracts.

SBE GOAL COMPLIANCE PLAN COVER PAGE

Project Name: _____

Project Solicitation Number: _____

SBE Participation Goal indicated in the solicitation: _____%

Date: _____

Bidder Name: _____

Contact Person: _____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Total Base Bid Price \$ _____ Total SBE Participation \$ _____

THIS PLAN MUST BE SIGNED AND SUBMITTED WITH THE BID DOCUMENTS.

I certify that the information included in this SBE Goal Compliance Plan is true and complete to the best of my knowledge and belief. I further understand and agree that this SBE Goal Compliance Plan shall become a part of my Services Contract with Hamilton County.

Name and Title of Authorized Representative (Print)

Signature

Date

SBE GOAL COMPLIANCE PLAN

PART A: SBE Prime Contractor and Joint Ventures

If you are a SBE Prime Contractor or a Joint Venture which includes a SBE and you meet the Participation Goal without the use of subcontractor/suppliers, disclose the level of SBE participation here expressly providing the dollar amount, percentage, and scope of work of the qualifying SBE prime or venture(s).

BIDDER INFORMATION:

1. Bidder is an SBE: YES / NO (circle answer) If YES, complete the following:

Total Base Bid Price \$ _____

Percentage of work to be performed by Bidder without subcontractor/suppliers:
_____ %

2. Bidder is a SBE Joint Venture: YES / NO (circle answer). If YES, complete the following:

Name of SBE participating in Joint Venture: _____

Address of SBE: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone No.: _____

Description of Work: _____

Total Base Bid Price \$ _____

Percentage of SBE ownership in Joint Venture _____ %

(Copy of signed Joint Venture Agreement to be submitted to the Project Manager within one business day, upon request)

Project Name _____
Project # _____
Contract Representative (Print Name) _____
Signature _____

PART B: Bidders who will meet the Participation Goal by subcontracting with SBE subcontractor/suppliers

All Bidders who will meet the Participation Goal, in whole or in part, by subcontracting with SBE subcontractor/suppliers shall disclose the identity of the SBE subcontractors/suppliers who are to be utilized in the execution of this Services Contract. For each identified SBE subcontractor/supplier, the Bidder must submit a Letter of Intent (LOI), within 3 business days of when requested by the Project Manager. Bidders who meet the balance of the Participation Goal because they are a SBE Joint Venture, which includes SBE subcontracting must also complete the information requested in Paragraph 2 of Part A.

SUBCONTRACTOR/SUPPLIER INFORMATION: (Attach additional sheets if necessary)

Name of SBE subcontractor/supplier: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone No.: _____

Amount of Subcontract: \$ _____ (%) of Services Contract: _____ %

Description of Work: _____

Name of SBE subcontractor/supplier: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone No.: _____

Amount of Subcontract: \$ _____ (%) of Services Contract: _____ %

Description of Work: _____

Name of SBE subcontractor/supplier: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone No.: _____

Amount of Subcontract: \$ _____ (%) of Services Contract: _____ %

Description of Work: _____

PART C: Bidders who do not meet the Participation Goal but seek a partial or total exemption and have exercised good faith efforts to meet the Participation Goal

Bidders who do not meet the Participation Goal but seek an exemption, in whole or in part, and have exercised good faith efforts to meet the Participation Goal must submit the following information.

1. Bidders who partially meet the Participation Goal by subcontracting with SBE subcontractor/suppliers shall disclose in Part B the identity of the SBE subcontractors/suppliers who are to be utilized in the execution of this Services Contract. For each identified SBE subcontractor/supplier, the Bidder must submit a Letter (LOI). If Bidder is seeking a total exemption, please skip this Paragraph and submit the information required by Paragraph 2 below only.
2. All Bidders who seek a partial or total exemption and the Bidder has exercised good faith efforts to meet the Participation Goal shall complete and submit with their bid the Statement of Good Faith Efforts. **See Good Faith Efforts Section.**

PART D: Bidders who seek to perform the work of the entire Services Contract with their own work force, without the use of subcontractors, and using materials, supplies or equipment in Bidder’s existing inventory or obtained pursuant to existing contracts.

Bidders who do not meet the Participation Goal but seek an exemption because the Bidder will perform the work of the entire Services Contract with its own work force, without the use of subcontractors, and by using materials, supplies or equipment in Bidder’s existing inventory or obtained pursuant to existing contracts must submit the following information. Bidder must demonstrate that use of subcontractor/suppliers is not the Bidder’s normal business practice.

The following are recent projects similar in size and scope to this Project that the Bidder has completed with its own work force, without the use of subcontractors, and by using materials, supplies or equipment in Bidder’s existing inventory or obtained pursuant to existing contracts without the use of any subcontractor/suppliers. **Bidder must provide information for at least three projects.**

PROJECT 1:

Name of the Project: _____

Name of the Project Owner: _____

Owner Contact Person and Phone Number: _____

Description of Work Performed: _____

Bidder’s Contract Amount: _____ Service Period (Dates): _____

PROJECT 2:

Name of the Project: _____

Name of the Project Owner: _____

Owner Contact Person and Phone Number: _____

Description of Work Performed: _____

Bidder’s Contract Amount: _____ Service Period (Dates): _____

PROJECT 3:

Name of the Project: _____

Name of the Project Owner: _____

Owner Contact Person and Phone Number: _____

Description of Work Performed: _____

Bidder's Contract Amount: _____ Service Period (Dates): _____

PROJECT 4:

Name of the Project: _____

Name of the Project Owner: _____

Owner Contact Person and Phone Number: _____

Description of Work Performed: _____

Bidder's Contract Amount: _____ Service Period (Dates): _____

PROJECT 5:

Name of the Project: _____

Name of the Project Owner: _____

Owner Contact Person and Phone Number: _____

Description of Work Performed: _____

Bidder's Contract Amount: _____ Service Period (Dates): _____

SBE PROGRAM FORMS AND ATTACHMENTS

CONTENTS INCLUDE:

1. Sample Log of Contacts (1 page)
2. Letter of Intent (LOI) (3 pages including instructions)
3. Request for Change to the SBE Goal Compliance Plan (3 pages including instructions)

**LOG OF CONTACTS
FOR SOLICITING SBE SUBCONTRACT PARTICIPATION**

Documentation of contacts must be submitted if SBE Participation Goal was not achieved. Duplication of this form or the format of this form is acceptable for documentation of contacts.

Please use the attached log to document all conversations and contacts regarding the solicitation of prospective subcontractor/suppliers including responses to phone calls, letters, and advertisements.

THE FOLLOWING FIRMS WERE NOTIFIED OF SUBCONTRACTOR/SUPPLIER OPPORTUNITIES:

NAME SBE SUBCONTRACTOR/SUPPLIER/AGENCY	DATE WRITTEN NOTICE WAS SENT AND METHOD (LETTER/FAX)	SCOPE OF WORK SOLICITED	DID SBE SUBMIT WRITTEN RESPONSE? (Y/N)	IF SBE RESPONDED, REASON AGREEMENT WAS NOT REACHED

BIDDER: _____

PROJECT NAME: _____

PAGE _____ OF _____

**INSTRUCTIONS FOR LETTER OF INTENT (LOI)
BETWEEN PRIME CONTRACTOR AND SBE SUBCONTRACTOR/SUPPLIER**

The following Letter of Intent (LOI) is to be used by Prime Contractors and their SBE subcontractor/suppliers. Signed and notarized LOIs between the Bidder and the SBE subcontractor/suppliers must be submitted within three (3) business days of request from the Project Manager or the Director of the Office of Economic Inclusion. The LOI must be submitted on this form. Submit a separate form for each SBE subcontractor/supplier.

Any changes to the SBE Goal Compliance Plan, including substitution or addition of SBE subcontractor/supplier must be approved by the Hamilton County Administrator or his designee. LOIs must be submitted prior to the start of work for changes of SBEs in the SBE Goal Compliance Plan.

**LETTER OF INTENT (LOI)
BETWEEN PRIME CONTRACTOR
AND SBE SUBCONTRACTOR/SUPPLIERS**
(PAGE 1 OF 2)

Prime Contractor: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____ Fax: _____ Proposed Contract Amount: \$ _____

Project Solicitation Number: _____

Project Name: _____

Type of Agreement: _____
(Lump Sum/Unit Price/Commodity/Professional Service)

Period of Performance: _____

Name of SBE Subcontractor/Supplier _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____ Fax: _____ Proposed Contract Amount: \$ _____

Description of work to be performed under Subcontract with SBE:

**LETTER OF INTENT (LOI)
BETWEEN PRIME CONTRACTOR
AND SBE SUBCONTRACTOR/SUPPLIERS
(PAGE 2 of 2)**

By signing below, the Prime Contractor and the SBE agree that they intend to enter into a contract by which the Prime Contractor agrees to pay the contract amount and the SBE agrees to perform the work described herein.

Prime Contractor:

Name of Firm _____

By: _____ Title: _____
(Signature)

Print Name _____ Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 20____

Notary Public

Printed Name of Notary

SBE Subcontractor/Supplier:

Name of Firm _____

By: _____ Title: _____
(Signature)

Print Name _____ Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 20____

Notary Public

Printed Name of Notary

REQUEST FOR CHANGE TO THE SBE GOAL COMPLIANCE PLAN

INSTRUCTIONS

No changes to the SBE Goal Compliance Plan are permitted after submittal of the Bid and before the award of the Contract. After Contract award, changes to SBE Goal Compliance Plan can be made with the prior written approval of the Hamilton County Administrator or his designee.

Submission and Evaluation of Requests

Where a Bidder discovers after award of the Contract that the SBE Goal Compliance Plan must be changed or a substitution must occur, the Bidder must seek in writing the prior approval of the Hamilton County Administrator or his designee on the attached form. The form must be notarized, and should be submitted to the Hamilton County's Director of Economic Inclusion.

The written request must state specific reasons for the proposed change or substitution. Sworn statements from the SBE to be substituted stating why it cannot perform on the Project may be submitted to support the request. The facts supporting the request must not have been known nor reasonably should have been known by the Bidder and/or proposed subcontractor/supplier prior to the submission of the SBE Goal Compliance Plan.

The following conditions constitute examples of acceptable reasons for changes:

- Unavailability of subcontractor/supplier after receipt of reasonable notice to proceed;
- Failure to perform the scope(s) of work;
- Financial incapacity;
- Failure to honor bid or proposal price within a reasonable period of time after original submittal;
- Mistake of fact or law about the scope(s) of work where a reasonable price cannot be agreed upon;
- Failure of subcontractor/supplier to meet bonding, insurance, or licensing requirements specified in the solicitation;
- Withdrawal of bid or proposal by subcontractor/supplier;
- When the County Administrator determines that it is in the best interest of the Program and the County.

Where the reason is a valid mistake or disagreement on the scope(s) of work, the request must document all efforts made by the parties to reach an agreement for a reasonable price for the corrected scope(s) of work.

Good Faith Efforts on Substitutions and Additions of Subcontractor/Suppliers

When a change or substitution of a SBE is requested, the Prime Contractor still must continue to make Good Faith Efforts to meet the goal as submitted in the SBE Goal Compliance Plan.

**PRIME CONTRACTOR
REQUEST FOR CHANGE OF SBE GOAL COMPLIANCE PLAN
(PAGE 1 OF 2)**

DATE: _____

PROJECT SOLICITATION NO.: _____

PROJECT NAME: _____

PRIME CONTRACTOR: _____

TOTAL SERVICES CONTRACT PRICE: _____

SBE PARTICIPATION GOAL STATED IN SOLICITATION: _____

ACTUAL SBE PARTICIPATION PRIOR TO PROPOSED CHANGE: _____

SBE PARTICIPATION AFTER PROPOSED CHANGE: _____

The Prime Contractor on the above Project requests approval of the following addition and/or deletion of subcontractor/suppliers as submitted in the SBE Goal Compliance Plan included in the Bid. (Submit a separate form for each proposed change.)

PROPOSED DELETION:

Name of SBE subcontractor/supplier: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone No.: _____

Amount of Subcontract: \$ _____ Percent of Services Contract: _____ %

Description of Work: _____

PROPOSED ADDITION: Attach Good Faith Efforts documentation, if applicable. See preceding page for instructions.

Name of SBE subcontractor/supplier: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone No.: _____

Amount of Subcontract: \$ _____ Percent of Services Contract: _____ %

Description of Work: _____

REASONS FOR REQUESTING CHANGE: Attach supporting documentation as necessary. A statement from the SBE to be removed stating why it cannot perform on the Project may be submitted to support the request.

**PRIME CONTRACTOR
REQUEST FOR CHANGE OF SBE GOAL COMPLIANCE PLAN
(PAGE 2 OF 2)**

AFFIDAVIT

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that this affidavit shall become a part of my Services Contract with Hamilton County.

Name and Title (Print): _____

Signature: _____

Date: _____

STATE OF _____

COUNTY OF _____

On the ____ day of _____, 20____, _____ personally appeared and having been duly sworn by me, subscribed to the foregoing affidavit and has stated that the facts stated therein are true and correct.

Notary Public

Printed Name of Notary

For Hamilton County use only:

I approve/disapprove the requested change.

Hamilton County Director of Economic Inclusion

Date

**GOOD FAITH EFFORTS REQUIREMENTS FOR
THE HAMILTON COUNTY
SBE INCLUSION PROGRAM**

STATEMENT OF GOOD FAITH EFFORTS

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by small business enterprises on this project. Please indicate which methods you used by placing an **X** in the appropriate place.

YOU MUST SUBMIT YOUR SUPPORTIING DOCUMENTATION WITH YOUR BID.

- Identified sufficient subcontracting work to meet goal (attach content of advertisements and written notices to SBE subcontractors indicating type of work to be subcontracted).
- Written Notice to SBE Subcontractors (submit copy of each letter sent, or if one master notification, submit copy of letter and recipient list).
- Follow-up to initial solicitations (submit copy of call logs).
- Advertising (attach content of advertisements, which must include project name, bidder, work available, contact person’s name and number, information on availability of plans and specifications and bidder’s policy concerning assistance to subcontractors in obtaining bonds, credit lines and/or insurance; date of advertising and publications).
- Assistance to SBEs with bonds, credit lines, insurance (submit copy of advertising and written notices to subcontractors).
- Provision of plans, specifications and requirements: Bidder provided interested sub-bidders with access to plans, specifications and requirements for subject project.
- Other (please list any other methods utilized that aren’t covered above).

Company

Date

Company Representative (Name and Title)

Question and Answers for Bid #RFP 052-22/JW - Public Relations, Community Engagement, Marketing Services

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 26, 2022 12:00:00 PM EDT