

**IN RE: BOARD OF COUNTY COMMISSIONERS...REQUEST TO ADVERTISE FOR PROPOSALS FOR THE OPERATION OF A COMMUNITY ALTERNATIVE SENTENCING CENTER FOR CLERMONT COUNTY, OHIO...12-1203-002...APPROVED**

Moved by Mr. Humphrey, seconded by Mr. Proud, that the Board of County Commissioners approve the following recommendation:

Recommendation of Thomas J. Eigel, Assistant County Administrator, and Stephen H. Rabolt, County Administrator, to approve the request to advertise for proposals for the Operation of a Community Alternative Sentencing Center for Clermont County, Ohio, pursuant to the specifications therefore, and further to authorize the Clerk of the Board to place a Legal Notice in a newspaper of general circulation on 12/13/12, with said proposals to be received until **2:00 P.M. Local Time on Thursday, 01/17/13**, in the Office of the Board of County Commissioners, 101 East Main Street, Batavia, Ohio 45103, where they will be publicly opened and read aloud shortly thereafter. This notice is also posted on the Clermont County's website at the following URL link: [www.clermontcountyohio.gov](http://www.clermontcountyohio.gov).

Upon roll call on the foregoing motion, the vote was as follows:

Mr. Humphrey, Aye; Mr. Proud Yea; Mr. Uible, Absent.

**Topic:** Request to solicit proposals from qualified firms to provide for the operation of a Community Alternative Sentencing Center (hereinafter CASC) for Calendar Year 2013 in accordance with and pursuant to Section 307.932, et. seq. of the Ohio Revised Code.

**Date:** November 26, 2012

**Responsible Department:** Board of Clermont County Commissioners

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**Purpose/Need:** This is a request to advertise for proposals for the operation of a Community Alternative Sentencing Center (hereinafter CASC) in accordance with and pursuant to Section 307.932, et. seq. of the Ohio Revised Code.

**History of Project:** The Criminal Justice Coordinating Council (CJCC) in an ongoing effort to reduce jail overcrowding and recidivism, began to explore alternatives to jail as the capacity of the jail was exceeded on a consistent basis and operational costs to the County continued to rise.

In 2011, legislation (ORC 307.932) was enacted permitting a Board of County Commissioners to create a Community Alternative Sentencing Center (CASC). The legislation established the terms and conditions by which a CASC could be created including allowing a Board to subcontract with a non-profit organization to operate the CASC. The legislation also defined "eligible offenders" as those convicted of nonviolent misdemeanor offenses or OVI offenses with confinement up to 60 days, which may expand to 90 days.

A committee comprised of representatives from the BCC, OMB, jail and the courts met on October 19, 2012 and created an outline for the RFP and established the following program goals:

- A. Reduce the number of inmates being referred to jail thereby reducing the potential for exceeding the capacity of the jail;
- B. Provide eligible offenders with necessary treatment, therapy, and life and vocational skills;
- C. Reduce recidivism by providing drug and alcohol treatment, cognitive therapy, life and job training skills, and other related services;
- D. Encourage offenders to maintain employment during their confinement; and
- E. Reduce Board costs related to the operation of a jail.

The committee recommended a RFP be created to negotiate a contract with a non-profit agency to operate a CASC for calendar year 2013.

**Cost:** Negotiations will take place with the primary agency on the final scope of work, the final contract proposal, and the proposal price. If a contract cannot be negotiated, the negotiations with the designated agency shall

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be terminated in writing and negotiations shall be started with the next highest rated agency. The Board has the option to reject all proposals.

**Action Necessary:** Authorization by the Board of County Commissioners to solicit proposals from qualified firms to provide for the operation of a Community Alternative Sentencing Center for Calendar Year 2013 in accordance with and pursuant to Section 307.932, et. seq. of the Ohio Revised Code.

**Contact:** Thomas Eigel: 732-7301

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# CLERMONT COUNTY, OHIO

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## REQUEST FOR PROPOSALS

### FOR

## OPERATION OF A COMMUNITY ALTERNATIVE SENTENCING CENTER

### FOR

## CLERMONT COUNTY, OHIO

RFP AVAILABILITY DATE: DECEMBER 13, 2012

CLOSE DATE: JANUARY 17, 2013, 2:00 P.M.

CLERMONT COUNTY, OHIO

COMMISSIONER – ROBERT L. PROUD  
COMMISSIONER – EDWIN H. HUMPHREY  
COMMISSIONER – DAVID H. UIBLE  
COUNTY ADMINISTRATOR – STEPHEN RABOLT

**REGISTERING YOUR EMAIL ADDRESS FOR QUESTIONS CONCERNING THIS RFP:**

Potential respondents are encouraged to register an email address with Clermont County as soon as possible so that an email list can be established to disseminate changes, additions and deletions to the RFP. (When you register via email, please follow up with a phone call to (513)732-7919 if you don't receive a confirmation that your registration was received.) Additionally, those who have registered an email address will be provided with all questions and the County's responses (if registered as of the date and time of the response).

**PLEASE REGISTER VIA EMAIL:**

**Connie Tibbe**

**Administrative Assistant**

**[ctibbe@clermontcountyohio.gov](mailto:ctibbe@clermontcountyohio.gov)**

**PLEASE EMAIL, DO NOT CALL, WITH YOUR QUESTIONS OR COMMENTS**

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## OVERVIEW

### **Introduction**

The Board of Clermont County Commissioners (hereinafter Board) is soliciting proposals from qualified firms to provide for the operation of a Community Alternative Sentencing Center (hereinafter CASC) and pursuant to Section 307.932, et. seq. of the Ohio Revised Code (hereinafter ORC). Respondents are cautioned to thoroughly familiarize themselves with the specifications and other pertinent data set forth in these instructions.

### **Goals**

The Board has clearly defined goals for the operation of the CASC:

- A. Reduce the number of inmates being referred to jail thereby reducing the potential for exceeding the capacity of the jail;
- B. Provide eligible offenders with necessary treatment, therapy, and life and vocational skills;
- C. Reduce recidivism by providing drug and alcohol treatment, cognitive therapy, life and job training skills, and other related services;
- D. Encourage offenders to maintain employment during their confinement; and
- E. Reduce Board costs related to the operation of a jail.

## REQUIRED CONTENT OF PROPOSALS

The Board requires the Proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP. Proposal must include, at a minimum, the following sections in the order indicated:

- A. **Copy of this RFP**
- B. **Letter of Transmittal** – A letter signed by an officer of the Company or signed by another employee and accompanied by an affidavit of authority to bind the Company. Include project name, name of firm submitting the proposal, contact information for the person that will act as project leader including name, title, address, telephone and fax numbers, and email address.
- C. **W-9 Request for Taxpayer Identification Form (Attachment 1)**
- D. **Affidavits & Certifications**
  - 1. Affidavit affirming compliance with 9.24 and 5719.042 of the Ohio Revised Code (Attachment 2)
  - 2. Ineligible Contractors Certificate (Attachment 3)
  - 3. Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters (Attachment 4)
  - 4. Contract for Services (Attachment 5)
- E. **Qualifications** - Description of the organization, covering background experience connected with the operation of a CASC or similar service.
- F. **Representative Project Descriptions and Client References** - Submit descriptions of similar assignments which were conducted by the Proposer, including other agency's contact name and telephone number.

## LEGAL NOTICE

The Clermont Sun

Dates: **December 13, 2012**

The Board of Clermont County Commissioners will be accepting sealed proposals for the operation of a Community Alternative Sentencing Center pursuant to Section 307.932, et. seq. of the Ohio Revised Code. All proposals shall be submitted, in triplicate, in a sealed envelope marked: **Proposal – Operation of a Community Alternative Sentencing Center for Clermont County, Ohio**. All proposals must be received in the Office of the Board of Clermont County Commissioners, Suite 329, 101 E. Main Street, Batavia, Ohio 45103, no later than 2:00 P.M. local time on **January 17, 2013**, at which time all proposals shall be opened and read publicly.

Instructions to Proposers and specifications outlining the terms and conditions may be obtained by interested parties from Connie Tibbe, Phone: (513) 732-7919 at the Clermont County Board of Commissioners' Office, 101 East Main Street, Batavia, Ohio 45103. Office hours are from 8:00 A.M. to 4:30 P.M., Monday through Friday.

*A non-mandatory Pre-Proposal Conference will be held at 12:00pm on December 20, 2012 in the 3<sup>rd</sup> floor office of the Administration Building at 101 E. Main Street, Batavia, Ohio 45103. The purpose of this conference is to allow potential Proposers an opportunity to present questions and obtain clarification relative to any facet of this solicitation.*

The Board of Clermont County Commissioners reserves the right to waive any informalities, reject any or all proposals and to hold such proposals for a period of sixty (60) days before taking any action.

This notice is also posted on the contracting authority's website at the following URL link: [www.clermontcountyohio.gov](http://www.clermontcountyohio.gov). In order to view the legal notice please click on the link "Legal Notices" located on the lower left corner of the home page under the Popular Pages heading.

BOARD OF COUNTY COMMISSIONERS  
CLERMONT COUNTY, OHIO

Robert L. Proud  
Edwin H. Humphrey  
David H. Uible

Attest: \_\_\_\_\_  
Judith Kocica,  
Clerk of the Board

Bill to: BOARD OF COUNTY COMMISSIONERS  
CLERMONT COUNTY  
101 East Main Street, Batavia, OH 45103

## GENERAL INSTRUCTIONS TO PROPOSERS

### A. Mailing Instructions/Physical Delivery Address

Board of County Commissioners  
"Community Alternative Sentencing Center Operations Proposal"  
101 East Main Street – Suite 329  
Batavia, Ohio 45103

### B. Proposal Schedule

Clermont County will receive at the office of the Board of County Commissioners located at 101 East Main Street, Batavia, Ohio at **2:00 p.m. local time on Thursday, January 17, 2013**, proposal responses for the operation of a Community Alternative Sentencing Center. Proposals shall be delivered to Clermont County on or before the day and hour set for the opening of Proposals in the published Legal Notice.

Each Proposal shall be enclosed in a separate sealed envelope bearing the description of the Proposal, and the name of the Proposer. Proposals shall be made only in the form above, properly executed, and enclosed in a sealed envelope bearing the name of the Proposer, Proposal due date, and Proposal title. Proposers must submit one (1) original proposal, two (2) copies of their proposal. Proposals are to be verified before submission as they cannot be corrected or altered or signed after Proposals are opened.

Clermont County is not responsible for proposals that are delinquent, lost, mismarked, sent to an address other than that given above, or sent by mail or courier service. Proposal postmark dates and times will not be considered as meeting that deadline. Any Proposals received after the scheduled time of opening will be received, but they will not be opened or considered.

A Proposer may withdraw the Proposal, either personally or by written request, at any time prior to the scheduled date and time for opening of Proposals. **Proposals will be opened publicly, in the Office of the Board of County Commissioners located at 101 East Main Street, Batavia, Ohio, 3<sup>rd</sup> floor, at 2:00 p.m. local time on Thursday, January 17, 2013.**

**Pre-Proposal Conference:** A non-mandatory Pre-Proposal Conference will be held at 12:00pm local time on December 20, 2012 in the 3<sup>rd</sup> floor office of the Administration Building at 101 E. Main Street, Batavia, Ohio 45103. The purpose of this conference is to allow potential Proposers an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all Proposers having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference is recommended.

### C. Inquiries

Questions pertaining to the RFP and the selection process should be directed to Tom Eigel, at email address: [teigel@clermontcountyohio.gov](mailto:teigel@clermontcountyohio.gov).

**Interpretation of Proposals** - Should a Proposer find discrepancies in, or omissions from the scope of work, or should Proposer be in doubt as to their true meaning, Proposer may submit to Tom Eigel, a written request for an interpretation thereof prior to the Proposal opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. Clermont County will not be responsible for any other explanation or interpretations.

**D. Addenda**

Any addenda issued by Clermont County during the time of Proposal development shall be covered in the Proposal and shall be made a part of the contract.

**E. Foreign Corporations**

If the firm to be awarded the contract is a foreign corporation, the Secretary of State has certified that such corporation is authorized to do business in this state; and the firm so awarded the contract as a person or partnership has filed with the Secretary of State as its agent for the purposes of accepting service of summons in any action brought under Section 153.05 of the Revised Code or under Section 4123.01 to 4123.94, inclusive of the Revised Code. The proposer shall provide such certification to Clermont County.

**F. Indemnification**

The Proposer hereby agrees to indemnify and hold Clermont County harmless from any claims, demands or losses of any type or nature to any person, vendor or corporation arising in any manner from the Proposer's performance or failure to perform the work required under this contract and shall pay any judgment or liability obtained or growing out of said claims, liabilities or judgments, including reasonable attorney's fees and costs.

**G. Proposer Supplied Materials**

Any material submitted by a vendor shall become the property of Clermont County. All materials and exhibits submitted in the proposal response shall not be returned to the vendor. All proposals received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the proposal that the Proposer requires to be treated as confidential in nature must be marked to that effect and provided that the information falls within an appropriate exemption enumerated under Section 149.43, that portion will not be considered public record. A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire proposal response will be treated as a public record.

**H. County Options Regarding Proposals**

The Clermont County Board of County Commissioners reserves the right, without qualification, to hold such proposals for a period of sixty (60) days before taking action and to:

1. Select any proposal as a basis for written or oral communication with any or all of the companies or individuals when such action is considered to be in the best interest of Clermont County.
2. Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations.
3. Reject all proposals.

**I. Proposal Evaluation**

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Responsiveness to the RFP will be a principal basis for evaluation. Clermont County intends to engage the qualified firm it determines is best suited for this assignment. It is imperative that the proposal fully address all aspects of the RFP. The proposal must provide Clermont County's staff with clearly expressed information concerning the vendor's understanding of Clermont County's specific requirements.

In addition to the qualifying criteria listed above, proposals are to include and may be evaluated on the following factors:

**1. Organizational Structure of Agency and Qualifications of Management Personnel**

Proposals should include at a minimum a description of the organizational structure of the agency. This description of the organizational structure should cover the corporate, regional and contract levels of management. The agency must be a nonprofit organization.

**2. Financial condition of the agency and ability to perform all obligations of the contract.**

Prospective Proposers should submit the most recently audited financial statements of the agency.

**3. Experience in managing and operating similar types of programs.**

Prospective Proposer should submit operational references and two (2) financial or banking references. Each reference shall include organizational name, official address, contact person, title of contact and phone number. A synopsis regarding its experience in managing and operating similar types of programs should include the names of the facilities; the length of time it has managed and operated the programs and the types of programs being managed. Specific information as to the Proposer's experience in the State of Ohio is also to be provided.

**4. Term of Contract.**

The term of the contract will be for one (1) year with up to two (2) additional one (1) year renewals upon mutual agreement of both parties.

**5. Compliance with Laws and Regulations.**

Each Proposer must comply with all applicable federal, state, and local laws and regulations and include the forms attached.

**6. Conflict of Interest.**

Describe any potential conflict of interest between the Proposer and Clermont County.

**7. Supplemental Information.**

Proposer may include additional information such as promotional brochures, letters of recommendation, newspaper articles, etc. to support the submission requirements of this RFP.

**J. Selection Process**

1. All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the selection committee.
2. A committee consisting of Clermont County representatives and/or others will then evaluate all responsive proposals and make recommendations to the Board of County Commissioners.
3. The award of a contract, if made, will be made to the Proposer whose proposal best furthers the interest of Clermont County. Clermont County reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Proposer whose proposal is deemed to be in the best interest of Clermont County.
4. Negotiations will take place with the primary agency on the final scope of work, the final contract proposal, and the proposal price. If a contract cannot be negotiated, the negotiations with the designated agency shall be terminated in writing and negotiations shall be started with the next highest rated agency.
5. The selected agency will be notified of the final approval of the contract.

**K. Cost Liability**

Clermont County assumes no responsibility, and no liability, for costs incurred by the prospective Proposers for the purposes of preparing and submitting proposals.

**L. Assignment**

It is to be understood that no part of this proposal shall be assigned, transferred, conveyed, sublet, or otherwise disposed of, without expressed written approval of Clermont County.

**M. Operating Agreement**

The successful Proposer will be required to enter into a written Operating Agreement with the Board of County Commissioners within ten (10) days of the notification of award thereof. (Example – Attachment 5)

**N. Exemption**

Clermont County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Sales Tax.

**O. Receipt and Opening of Proposals**

Any proposal may be withdrawn prior to the scheduled time and date for the proposal opening.

**P. Employment Discrimination by Contractor Prohibited**

All public bodies shall include in every Contract of over \$10,000 the provisions in 1(a) and 1(b) herein:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contract. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing subparagraphs 1(a) and 1(b) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**Q. Drug –Free Workplace**

1. Drug-free workplace to be maintained by Contractor.
2. All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. **MBE and WBE**

It is the policy of Clermont County to maximize minority and women owned business enterprises participating in all aspects of its contracting opportunities.

S. **Obligation of Proposer**

At the time of opening of proposals, it shall be presumed that each Proposer has reviewed the Scope of Services and Program Details to clear up any questions. The failure of any Proposer to examine any proposal requirement shall in no way relieve the Proposer of any obligation or condition of these documents.

T. **Insurance**

The Proposer shall maintain general commercial liability insurance in an amount not less than \$2,000,000 per person, \$5,000,000 per incident, and property damage in amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

## SCOPE OF SERVICES

Specific responsibilities of the successful Proposer to operate the Community Alternative Sentencing Center (hereinafter CASC) shall include, but may not be limited to the following:

- A. Coordinate all activities necessary for daily operations of the CASC in accordance with and pursuant to ORC 307.932;
- B. Select, employ and properly train all staff necessary to meet expected outcomes and perform daily operations of the CASC including but not limited to fiscal, administrative, management, treatment and security personnel;
- C. Ensure safety of personnel, prevent losses and arrange all appropriate insurance coverage;
- D. Maintain positive employee relations;
- E. Ensure compliance with applicable environmental and occupational safety and health laws and regulations;
- F. Perform as Center Director, Operations Manager and Fiscal Manager for the CASC;
- G. Communicate and interface regularly with applicable government agencies including but not limited to the Board, Sheriff's office, jail, courts, probation offices, and the Clermont County Mental Health and Recovery Board. This shall include scheduling, preparing agendas and facilitating meetings;
- H. Provide reports, documents, outcomes, and data as requested by applicable government agencies including but not limited to the Board, Sheriff's office, jail, courts and probation departments;
- I. Prepare the CASC for all inspections, reviews and audits and report all findings to the Board;
- J. Cooperate with the Court and Probation Office to provide screening and assessment services, including ORAS, on all clients to ensure eligibility and programming is appropriate;
- K. Provide drug and alcohol treatment services in accordance with the Ohio Department of Alcohol & Drug Addiction Services (ODADAS) certified outpatient level of care. Facilitate sober support meetings and provide random and on demand alcohol and drug screenings;
- L. Provide cognitive behavioral services, including Thinking for a Change and True Thought, using a best practice approach recognized by the National Institute of Corrections;
- M. Provide and/or coordinate education services, employment and vocational services as well as job preparation and placement assistance;
- N. Provide re-entry planning and coordinate re-entry services, including the Bridges Out of Poverty program, with probation and other appropriate agencies;
- O. Provide a Work Release program;
- P. Provide electronic monitoring services when appropriate;
- Q. Provide life skill services including but not limited to literacy and budgeting;
- R. Manage the collection of funds related to Medicaid reimbursable services;
- S. Manage the collection of funds from individual clients for participation in the program; amounts clients will be charged for services;
- T. Maintain all facilities and equipment;
- U. Provide meals for the residents of the program;
- V. Manage the costs and payments of and provide for medical and psychological services for the residents of the program; and
- W. Provide beds, pillows and linens for the residents of the program.

## PROGRAM DETAILS

### **Detailed Response**

Proposer shall provide with their proposal a detailed response to the following:

- A. A detailed budget for the operation of the CASC;
- B. A detailed description of program activities and specific services to be provided to the clients individually and collectively that documents full utilization of funding provided and meets the expected outcomes of the CASC; and
- C. A description of the measures of effectiveness or outcomes to be used to evaluate each treatment program and activity.

### **Offender Eligibility**

"Eligible Offender" shall be as defined by Section 307.932 (2) of the Ohio Revised Code (ORC). The Courts, Probation Office and the Proposer shall collectively and cooperatively determine eligibility of the offender in accordance with the ORC. The Courts shall have sole authority to refer offenders to the CASC.

### **Facility**

The Board shall provide the space necessary to operate the CASC at a fee to be negotiated with the Proposer. The space shall include but is not limited to housing units, offices and treatment/group classrooms. Necessary improvements and/or renovations to the facility required to operate the CASC and the related costs, shall be negotiated between the Board and the Proposer.

## EVALUATION CRITERIA

Proposers will be evaluated for selection on the basis of those most qualified to meet the requirements of the RFP, as amended. Major criteria to be considered in evaluation include the following:

- A. The experience of the Proposer in providing similar service elsewhere, including the level of experience in working with local governments and the quality of services performed, together with the Proposer's demonstrated operational competency and established history to provide the services requested by Clermont County through this RFP.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to Clermont County, although Clermont County is not bound to select the Proposer who proposes the lowest fees or most benefits for services.
- C. Financial condition of the Proposer, including ability to perform all obligations of the resulting contract and those contained in this RFP.
- D. Determination that the selected Proposer has no contractual relationships which would result in a conflict of interest to Clermont County's contract.
- E. The Proposer's responsiveness and compliance with the RFP requirements and conditions.

# ATTACHMENT 1

## Request for Taxpayer Identification Number and Certification

Form <b>W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶-	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	City, state, and ZIP code	
Elt account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



ATTACHMENT 3

**INELIGIBLE CONTRACTORS CERTIFICATE**

\_\_\_\_\_ (name of vendor) hereby certifies that it IS / IS NOT (circle one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations for Various Public Contracts Incorporating Labor Standard Provisions.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTACHMENT 4

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant/Contractor, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

THE PRIMARY PARTICIPANT/CONTRACTOR \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title of Contractor's Authorized Official

The undersigned chief counsel for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Applicant's Attorney

## ATTACHMENT 5

### OPERATING AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Commissioners of Clermont County, Ohio, (hereinafter referred to as "Board"), 101 East Main Street, Batavia, Ohio 45103, and \_\_\_\_\_ (hereinafter referred to as "Company").

In consideration of the promises herein below delineated parties do hereby agree as follows:

1. The Board retains the Company to operate a Community Alternative Sentencing Center in accordance with and pursuant to Section 307.932, et. seq. of the Ohio Revised Code, and the Scope of Services and Program Details attached hereto as Exhibit A.
2. Company represents that it has sufficient training, expertise, staffing, and experience to professionally provide those services as delineated in the Scope of Services and Program Details.
3. The Board shall pay the Company a total sum not to exceed \_\_\_\_\_ including all charges and expenses to be invoiced in 30-day increments. Each invoice shall delineate all fees in accordance with the Scope of Services.
4. Modifications of this contract must be in writing and executed by the parties prior to such change actually being effected. There will be no reimbursement for work outside the scope of this contract or fees and expenses beyond the stated limit in paragraph 3 unless there is an approved written change order.
5. Company agrees to indemnify and hold harmless the Board, Clermont County, and all its officials, employees and agents from any liability arising out of any acts or conduct, whether intentional or negligent, of the Company its officers, employees and agents which may give rise to liability.
6. Company further agrees that when using any equipment or items provided by the Board, the Company will operate said equipment or property in a safe and proper manner; that when entering the property or premises owned by the County or using the County's equipment, it will further hold the County harmless from any injuries, liabilities or damages which arise out of the use or misuse of said equipment or which occur while upon said property. Company further agrees to be responsible for the conduct of all of its employees and will indemnify and hold the County harmless therefrom. Further, Company acknowledges that it is an independent contractor, is not an employee of the County, and will be responsible accordingly.
7. Company agrees to comply with all federal, state and local laws, statutes, regulations, ordinances and resolutions during the execution of this contract.
8. Company shall carry general liability insurance in an amount not less than \$2,000,000 per person, \$5,000,000 per incident, and Property Damage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the

Board in accordance with the terms of this contract and shall provide to the Board a Certificate of Insurance, listing the Board of Commissioners as additional insured, as proof of compliance with this condition. Company shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Company in connection with the services rendered pursuant to this agreement.

9. If Company anticipates the need to transport clients, Company shall carry automobile liability insurance at levels agreed to by the Board prior to or subsequent with the signing of the contract. If Company does not initially anticipate transporting clients but decides to do so at any point during the term of the contract, Company shall immediately notify the Board and shall provide proof of automobile liability insurance prior to transporting clients.
10. Company shall provide and maintain such insurance as will protect the Company from claims under Worker's Compensation, occupational sickness or disease, disability benefit and other similar mandatory employee benefit acts.
11. As part of the consideration of this contract, Company represents that it has no outstanding tax liens of any type, real or personal, in the names of the company and/or its officers or partners. Further, the Company and its principals have made no contributions to County Elected Officials in violation of Title 35, Ohio Revised Code.
12. In the event that the Company fails to perform to the satisfaction of the Board, the Board may give or cause to be given notices in writing to the Company, whereupon the Company shall have thirty (30) days to remedy said performance. If after thirty days following such notice, the Company has failed to remedy the performance to the Board's satisfaction all rights of the Company under this Contract shall thereupon terminate and any services and expenses rendered by the Company shall be paid through the date of termination of the contract. If in the opinion of the Board, one or more of the goals for the creation of the CASC as stipulated in the RFP are not being satisfied, the Board at their sole discretion may terminate the contract and shall provide the Company with a thirty (30) day written notice and any services and expenses rendered by the Company shall be paid through the date of termination of the contract.

The parties further agree that should the Company for any reason breach this contract by failing to complete it, that Company will be paid for services rendered to date less any costs or damages incurred by the County to include re-awarding of the contract or necessary duplication of original work. Compensation shall not exceed the maximum amount of this agreement. All work shall be turned over to the County in the event of termination of this agreement.

13. This agreement shall be construed in accordance with the laws of the State of Ohio and any action on the agreement shall be venued in Clermont County, Ohio. In the event that any court of competent jurisdiction should determine that any provision of this agreement is unenforceable or in any manner illegal, then such provision shall be deemed null and void and this contract shall be interpreted as if such provision had never been included and the exclusion of any such provision shall not be deemed a revocation or nullification of this agreement in its entirety.
14. Any waiver by the County of a breach of this agreement shall not be construed as a waiver of any subsequent breach.

15. The invalidity or unenforceability of any provision of this agreement shall not affect the validity of the remaining terms and conditions.

**IN WITNESS WHEREOF**, the parties have hereunto executed this agreement in duplicate with the intent to be legally bound thereby.

**WITNESS:**

\_\_\_\_\_  
\_\_\_\_\_

**COMPANY:**

BY: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF CLERMONT COUNTY, OHIO**

**ATTEST:**

\_\_\_\_\_  
Judith A. Kocica, Clerk of the Board

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert L. Proud, President

\_\_\_\_\_  
Edwin H. Humphrey, Member

\_\_\_\_\_  
David H. Uible, Member

This Agreement was prepared and approved as to form  
by the Office of the Prosecuting Attorney of Clermont  
County, Ohio

\_\_\_\_\_  
David J. Frey,  
Assistant Prosecuting Attorney

Date: \_\_\_\_\_