

**REQUEST FOR PROPOSAL
BUTLER COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
282 North Fair Avenue
Hamilton, OH 45011**

**Managed Network Services Contract# 240014
July 1, 2024 through June 30, 2027
Deadline for Proposal Submission is March 21, 2024
REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED**

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BUTLER COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
Network Services

SECTION I. GENERAL PURPOSE & PROVIDER INFORMATION

1.1 - Purpose

Butler County Board of Developmental Disabilities (Board) intends to award a contract to one provider (Contractor), as appropriate in the judgment of the Board, for its agency. The Board seeks to outsource the management of its Information Technology (I.T.) infrastructure and applications to an outside vendor. It is the desire of the Board to award one agreement with a qualified firm or group to support the entire I.T. environment. This support includes:

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

1.2 - Project Statement

The Board has been using GO Concepts, Inc. to manage its network for the past three years and uses an MDM cellular network for our phone system. The Board owns the network equipment, and servers are virtual.

1.3 - Background Statement

The Board has approximately 150 employees, 45 Lenovo ThinkPads, 105 Surface Pros, 5 iPads, 150 iPhone 12, 6 Copiers, and 15 servers.

1.4 - Agency Philosophy and Services

The Board mission statement: Actively partnering with people to access the world.

1.5 - Project Summary

The Board is requesting one vendor who is able to perform maintenance and general Information Technology (I.T.) management services onsite forty-eight (48) hours per month during normal business hours to service demand. Vendor will also provide cloud-based hosting of email and servers. Services shall include, but are not limited to:

- 1.5.1 Support for all network systems located at the Board;

- 1.5.2 Scheduled maintenance to all the above including updates, backups and virus protection;
- 1.5.3 New hardware/software/system installation;
- 1.5.4 Server Migrations/Upgrades;
- 1.5.5 Support for all printers and printer networks;
- 1.5.6 Support for the MDM cellular phone network;
- 1.5.7 Support for UKG PRO HR System and Dimensions Timekeeping System;
- 1.5.8 Support for Munis;
- 1.5.9 Support for Meraki;
- 1.5.10 Support for Intellivue;
- 1.5.11 Support for Brittco
- 1.5.12 Firewall configuration as needed;
- 1.5.13 License and network documentation;
- 1.5.14 Network security including spam and virus filtering;
- 1.5.15 Staff training sessions as needed on upgrades and security;
- 1.5.16 Provide expertise on behalf of the Board for external vendors providing software/hardware solutions;
- 1.5.17 Daily Remote Services; I.T. service provider shall respond to requested maintenance and/or repair calls within two (2) hours when the requested maintenance and/or repair is one that can be completed from the service provider's remote site.
- 1.5.18 7 Days a week On-call Service I.T. service provider shall ensure that all essential applications at the Board are supported 7 days a week. Service provider shall respond within two (2) hours of a service call and be onsite the same business day when essential applications are negatively impacted.
- 1.5.19 Intermittent On-Site Services; I.T. service provider shall be onsite a minimum of two (2) days from 9:00 am to 3:00 pm to assist with requested maintenance, repair and/or troubleshooting at the Board's office.

1.5.20 Email Service

Cloud hosted HIPAA compliant email service

Email encryption solution to ensure HIPAA compliance when emailing external parties. Archival of emails to meet Board retention policies

Anti-spam and anti-virus filtering

1.5.1 - Virtual Private Servers

The Board is requesting one vendor to provide private cloud services to run their server infrastructure. The current virtual server setup is as follows:

Server Name	Storage	RAM	Description
AD1	100GB	8GB	DC
AD2	100GB	8GB	DC
APP1	350GB	16GB	GK / Intellivue
EXCH	120GB	32GB	Exchange
FS1	2900GB	8GB	FS/PRT/SMTP
RDSH1	100GB	40GB	RDS Session Host
RDSH2	100GB	40GB	RDS Session Host
RDSH3	100GB	40GB	RDS Session Host
RDSH4	100GB	40GB	RDS Session Host
RDWAGCB1	100GB	8GB	CB/WAG
RDWAGCB2	100GB	8GB	CB/WAG
VPN1	60GB	4GB	VPN

Servers and datacenter to meet HIPAA encryption requirements

1.6 - Anticipated Procurement Timetable

<u>Date</u>	<u>Event/Activity</u>
January 29, 2024	Board releases RFP to potential providers; Q&A period opens - RFP becomes active. <ul style="list-style-type: none">Proposers may submit inquiries for RFP clarification.
March 06, 2024	Bidders' Conference for Proposers
March 13, 2024	Proposer Q&A Period Closes 9 a.m. (for inquiries for RFP clarification). <ul style="list-style-type: none">No further inquiries for RFP clarification will be accepted.
March 15, 2024	Board provides Final Proposer Question & Answer document.

March 21, 2024	Deadline for Proposers to Submit Proposals to Board (1 p.m.). <ul style="list-style-type: none"> This is the proposal opening date, beginning of the Board process of proposal review. Proposals shall remain valid for 120 days from the proposal opening.
May 9, 2024	Contract submitted to the Board for approval.
Prior to July 1, 2024	Letter of intent to award contract issued by the Board. All applicants notified.
July 1, 2024	Service provision begins.

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

1.7 - Reporting Requirements

Two types of reporting are required:

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

1.8 - Internet Question & Answer Period; RFP Clarification Opportunity

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

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

The Board will not respond to any questions submitted after 9 a.m. on the date the Q&A period closes.

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

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

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

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

Providers are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any current or past- related contract. Requirements under a current project may or may not be required by the Board under any future contract, and so may not be useful information for providers who choose to respond to the RFP. If providers ask questions about existing or past contracts using the Q&A process, the Board will use its discretion in deciding whether to provide answers. Interested providers should also refer to RFP Section 1.11, Contract Period and Funds Available, for related information.

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

Should providers experience technical difficulties accessing either the Board website where the RFP and its related documents are published, they may email RFP@butlerdd.org.

1.9 - Bidders' Conference

A bidders' conference has been scheduled for March 06, 2024 at 1:00 p.m. at Janet Clemmons Center, 282

N. Fair Ave., Hamilton, Ohio 45011. Board staff will be available to respond to questions regarding the requirements of the RFP. Questions asked at the conference and final responses will be included in the Q&A document. While attendance is not mandatory, the Board strongly encourages potential proposers to attend this conference. Please bring your copy of the RFP. As noted in Section 1.10, Communication Prohibitions (below) of this RFP, the Board may not specifically notify any provider of changes or announcements related to this RFP except through the website posting. It is the affirmative responsibility of interested proposers to be aware of and fully respond to all updated information posted on this webpage.

1.10 - Communication Prohibitions

From the issuance date of this RFP until an actual contract is awarded to a provider, there may be no communications concerning the RFP between any provider that expects to submit a proposal and any employee of the Board, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.8, Q&A Period, and Section 1.9, Bidders' Conference;
2. For the purpose of conducting necessary business arising from a pre-existing or on-going business relationship with the Board;
3. As part of any provider interview process initiated by the Board, which the Board deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, the Board will post those revisions, amendments, etc., to the website dedicated to this RFP.
5. Any Public Records Request (PRR) made through the Board.
6. Negotiations with the offer or who submits the proposal that the Board determines is the most advantageous to the county in accordance with the RFP's selection procedures.

***Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested providers through the original web page established for the RFP. All interested providers must refer to that web page regularly for amendments or other announcements. The Board may not specifically notify any provider of changes or announcements related to this RFP except through the website. It is the affirmative responsibility of interested providers to be aware of and to fully respond to all updated information posted on this web page.

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

1.11 - Contract Period

The anticipated contract period is from July 1, 2024 to June 30, 2027. The Board may, at its discretion, amend the contract for two additional years at the original contracted dollar amount plus an adjustment based on the consumer price index for the prior year as follows:

The dollar amount for year two of the original contract plus an adjustment for the 2026 consumer price index and the dollar amount for year one of the extended contract plus an adjustment for the 2027 consumer price index.

SECTION II. PROVIDER EXPERIENCE AND QUALIFICATIONS

2.1 – Demonstration of Experience

The Board is seeking a provider whose organization possesses the experience listed below. Vendors must demonstrate that these minimum requirements are met:

- A. Experience working with Developmental Disabilities Organizations; 5+ years of experience in HIPAA IT Compliance;
- B. Experience with Mobile Device Management System;
- C. Experience performing in a senior administrator capacity with Microsoft Server 2022 in a mixed production environment (e.g. engineering, installation, administration, support, configuration, problem determination for software such as operating systems);
- D. Experience with supporting - Active Directory 2022 (e.g. configuring, upgrading, problem determination, proactive maintenance);
- E. Experience with MS SQL Server 2019 (e.g. installing, maintaining, upgrading, configuring, problem determination);
- F. Two (2), or more, years of experience in system analysis to increase the availability and performance of complex multi-server Production and test environments (e.g. identifying issues, solutions and strategies);
- G. Five (5), or more, years of experience providing virtual private cloud services (e.g. installing, maintaining, tuning, configuring);
- H. Three (3), or more, years of experience using third party performance monitoring tools to monitor servers and network infrastructure. Two (2), or more, years of experience with Microsoft Terminal Server/ Remote Desktop Services (e.g. installing, supporting, configuring, problem determination);
- I. Experience with Microsoft Office 365 (e.g. engineering, installation, administration, support, configuration, problem troubleshooting);
- J. Experience with Hybrid Exchange Environment with Microsoft Office 365.

2.2 - Prior Experience

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

SECTION III. SCOPE OF WORK & SERVICES TO BE PROVIDED

3.1 - Scope of Work

Proposals should demonstrate the following abilities:

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

1. I.T. service provider shall respond to a requested maintenance and/or repair call within two (2) hours when the requested maintenance and/or repair is one that can be completed from the service provider's remote site.
- O. 7 Days a week On-call Service:
1. I.T. service provider shall ensure that all dispatch, booking and other essential applications at the Board are supported 7 days a week. Service provider shall respond within two (2) hours and be onsite the same business day of such a service call.
- P. Attend on site meetings when required by the Board.

3.2 - Specification of Deliverables

- A. Provide reports by the tenth (10th) of each month as defined in section 1.7 Reporting Requirements.
- B. Provide reports by the end of the week following the week in which services were provided as defined in section 1.7 Reporting Requirements.
- C. Be onsite for two days per week from 9:00 a.m. until 3:00 p.m.
- D. 95% of service calls via remote or onsite will be responded to within two (2) hours.
- E. Notify Board staff, via telephone, of critical network incidents within one hour of the critical network incident.
- F. Provide Network Analysis, Diagram, and Documentation.
- G. Upgrades/Updates will be applied timely.
- H. Monitoring of the Board network will be handled 24/7.

3.3 - Expected Outcomes

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

3.4 - Responsibilities of Butler County Board of Developmental Disabilities

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

SECTION IV. LIMITATIONS AND OTHER REQUIREMENTS

4.1 - Limitations

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

The Board reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that the Board considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority;

The Board reserves the right to reject, in whole or in part, any proposal that the Board has determined, using the factors and criteria the contracting authority develops pursuant to division (A)(1) of this section, would not be in the best interest of the Board;

The Board may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.

The Board may cancel or reissue a request for proposals if any of the following apply:

- (1) The supplies or services offered through all of the proposals submitted to the Board are not in compliance with the requirements, specifications, and terms and conditions set forth in the request for proposals;
- (2) The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds of the Board;
- (3) The Board determines that award of a contract would not be in the best interest of the Board.

4.2 - Interview

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

4.3 - Proposal Cost

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

4.4 - Certifications

Proposers are not required to submit insurance certificates in order for their proposals to be considered.

However, the provider whose proposal is selected shall be required to present current insurance certificates prior to the commencement of the contract. In the event that the winning bidder fails to present satisfactory insurance certificates when the proposed contract is submitted to the Board for approval, the Board, in its sole discretion reserves the right to (1) select another provider's proposal or (2) cancel and/or reissue the RFP. The standard requirements of insurance for providers who hold contracts with the Board are found in Attachment B, Article 19. Providers must provide, in their proposals, assurances that the minimum insurance requirements will be met.

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

denial of a claim during or after the duration of any contract entered into pursuant to this RFP.

4.5 - Contractual Requirements

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

4.6 - Subcontractor Identification and Participation Information

Any providers proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

- 4.6.1 The subcontractor's legal status, federal tax ID number, and principal business address;
- 4.6.2 The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- 4.6.3 A complete description of the work the subcontractor will do;
- 4.6.4 A commitment to do the work, if the provider is selected;
- 4.6.5 A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

4.7 - Proposal Clarifications

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

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 - Proposal Submission Information

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

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

Butler County Board of Developmental Disabilities
Proposal for Managed Network Services & IT Support
Attn: Hailey Quinn
282 N. Fair Ave.
Hamilton, Ohio 45011

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

The providers' proposals must be submitted no later than 1:00 pm on March 21, 2024. Faxed submissions will not be accepted. The Board will not consider a provider's proposal to be submitted until the time at which the proposal is actually received by Board in both the paper and electronic formats. A proposal will not be deemed "submitted" until the proposal is complete.

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

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

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

5.2 - Format for Organization of the Proposal/Proposal

Content Proposal Format

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

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

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

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

SECTION A - INTRODUCTION

Cover page

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

Cover letter

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

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

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

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

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

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

Executive Summary

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

SECTION B – PROJECT UNDERSTANDING & MANAGEMENT

Provide the Following Information:

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

Scope of Work/Solution/Project Narrative

1. What is your proposed solution to the needs identified by the Board?

Describe your project management approach including:

1. The method used in managing the project.

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

Project Reporting

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

Interface with the Board

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

Deliverables

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

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

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

SECTION D - SERVICES & DOCUMENTATION

1. Describe service levels you will provide to the Board. Note that penalties will be assessed for not meeting service level response times identified. Describe your work order/trouble ticket system.
2. Describe availability of key staff during normal business hours.
3. Describe availability of key staff outside of normal business hours.
4. Describe how staff is available 7 days a week.
5. Provide your guaranteed response time for issues dependent upon severity and time of day.
6. Provide your average response time for after-hours issues.
7. Describe your philosophy/strategy for scheduled down times for routine maintenance.
8. Describe your communication strategy for keeping the Board informed of system conditions and changes.
9. Describe your plans for disaster recovery.
10. Describe how your on-site support representative would work and describe any special requirements that would need to be filled by the Board.
11. Describe how major upgrades would be applied and what upgrades would require additional fees.

12. Describe your monitoring tools and strategies to monitor and ensure the stability of the computing environment in the Board.
13. Describe how you would document and record maintenance, installation, performance, and changes to the system.
14. Describe the documentation that you would make available to the Board at the end of the contract period.
15. Identify the potential risks and problems, which, in your experience, occur on projects of this type. Identify the steps that can be taken to avoid or mitigate these problems and steps to be taken should the problem occur. Incorporate activities in the project plan to reduce the occurrence, severity and impact of events or situations that can compromise the attainment of any project objective.

SECTION E – QUALIFICATIONS & EXPERIENCE

Vendor Qualifications

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

Personnel

1. All proposed key project personnel, including subcontractor staff, must be identified in the proposal. Resumes of all key project personnel are required. Bidders may redact personal contact information, which is included on resumes for administrative use (i.e., home addresses, home phone number, personal email address, etc.). Each person's role is to be identified and documented in the following format:
 - a. Name
 - b. Position with company
 - c. Role in the project
 - d. Experience with the specific tasks being proposed
 - e. Work history on similar projects
 - f. Legal Relationship with the Prime Contractor
2. Provide an organizational chart including all the personnel assigned to accomplish the work described in your proposal. Designate the person responsible and accountable for the completion of each component and deliverable of the proposal.

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

Customer References

The Provider must submit (3) references, names and phone numbers for similar projects your organization has completed.

Contract Performance

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

Subcontractors

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

Conflict of Interest

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

SECTION F – BUDGET

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

1. Maintenance of IT infrastructure as detailed in the RFP

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

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

Payment Schedule

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

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 - Scoring of Proposals

The Board will contract with the provider that best demonstrates the ability to meet the requirements as specified in this RFP. Providers submitting a response will be evaluated based on the capacity and experience demonstrated in their proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of employees of the Board and/or other Board staff or other representatives it may appoint. Providers should not assume that the review team members are familiar with any current or past work activities with the

Board. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Scoring for the proposals:

A. Review—Initial Qualifying Criteria:

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

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

6.2 - Review Process Caveats

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

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

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

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

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

6.3 - Final Provider Recommendation

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

SECTION VII. PROTEST PROCEDURE

7.1 - Protests

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

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

4. All protests must be filed at the following location:

**Butler County Board of Developmental
Disabilities Lisa Guliano, Superintendent
282 N. Fair Ave.
Hamilton, Ohio 45011**

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

7.2 - Changes to the RFP

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

SECTION VIII. ATTACHMENTS AND THEIR USES

7.2.1 Provider Assurances Form – Attachment A *(To be completed and included in the proposal packet as specified in Section 5.2)*

7.2.2 *Sample Contract Attachment B*

ATTACHMENT A
Provider Assurances Form

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

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

**Providers must provide all
information**

1. Board Contract #:	2. Proposal Due Date:
3. Provider Name: (legal name of the provider – person or organization – to whom contract/purchase payments would be made)	4. Provider Federal Tax ID #: (this number MUST correspond with the name in Item #3)
5. Provider Corporate Address:	6. Provider Remittance Address: (or “same” if as same as Item #5)

7. Print or type information on the provider representative/contact person authorized to answer questions on the proposal/bid:

Provider's Representative:

Representative's Title:

Address:

Phone #:

Fax #:

E-Mail:

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

Provider's Representative:

Representative's Title:

Address:

Phone #:

Fax #:

E-Mail:

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

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

- Reporting financial, participant, and performance data, as required.
- Complying with Federal and State non-discrimination provisions.
- Drug Free Workplace

We will not:

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

I hereby assure that all of the above are true:

Signature

Date

Name (printed)

Title

ATTACHMENT B
Sample Contract

BUTLER COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
PROFESSIONAL SERVICE CONTRACT #XXXX-XX

This Contract is entered into on _____ and between the Butler County Board of Developmental Disabilities (hereinafter referred to as "Board") with main offices at 282 N. Fair Ave., Hamilton, Ohio 45011, and _____ ("Vendor"), with an office at _____ for the purchase of services identified under Attachment A, Services To Be Purchased not to exceed \$_____.

Article 1: Term

- 1.1** This Contract will be effective from _____ through _____ inclusive, unless otherwise terminated or extended by formal amendment.

Article 2: Scope of Service

- 2.1** Subject to terms and conditions set forth in this Contract the Vendor agrees to perform the scope of services listed in Attachment A.

Article 3: Monitoring

- 3.1** The Board and Vendor will monitor the manner in which the terms of the Contract are being carried out. Each will designate a liaison to meet on an as needed basis to ensure that the primary objectives/goals of the Contract are being achieved and to resolve any issues which adversely affect the other party's ability to perform its responsibilities as defined in this Contract.

Article 4: Reimbursement Rates, Billing and Payment

- 4.1** **Rate:** Board agrees to compensate the Vendor in accordance to the rates outlined in Attachment A, for the services performed by the Vendor.
- 4.2** **Billing:** Invoices (along with supporting documentation) shall be sent each month to the Board's Contract Monitor within thirty (30) days of the end of the service month.

Vendor shall include the service type, date or date ranges, and total billed amount (if applicable) on all invoices submitted for payment.

Under no circumstances will the Board make payment for any service after three (3) months following the end of the service month.

All reports of expenditures (invoice) submitted shall be subject to audit and adjustment by Board.

- 4.3 Payment:** Board will review Vendor's invoice for completeness of required information before submitting the invoice to the County Auditor's office for payment. Board anticipates that payment will occur in approximately 15 calendar days after the County Auditor's receipt of a correct invoice, but Board does not guarantee actual payment in that time period by the County Auditor.

Article 5: Compliance & Governing Law

- 5.1** Vendor shall follow all applicable rules and laws established by local, state, and federal regulatory bodies.
- 5.2** In the event that any statute, regulation, or rule cited in this Contract is amended, the requirements of this Contract shall be automatically amended to reflect the requirements of the amended statute, regulation, or rule.
- 5.3** The Vendor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the services by the Vendor's employees.
- 5.4** Vendor certifies and affirms that Vendor will comply with all applicable state and federal laws regarding a drug-free workplace. Vendor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- 5.5** Any legal action brought pursuant to the Contract will be filed in the courts located in Butler County, Ohio and Ohio law will apply.

Article 6: Amendment & Termination

- 6.1** Either party to this Contract may request an amendment. An amendment shall become effective upon agreement of both parties manifested by a signed amendment document. All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original Contract.
- 6.2** Board reserves the right to amend the Contract or renegotiate Contracts may not be amended after lapse or termination.
- 6.3** This Contract may be terminated by either party upon notice, in writing, delivered upon the other party prior to the effective date of termination. Should the Vendor wish to terminate this Contract the Vendor must deliver the notice of termination 30 days prior to the effective date of termination. Should Board wish to terminate, the Board may do so immediately upon delivery of the termination notice. The parties further agree that should the Vendor become unable to provide the services agreed to in this Contract for any reason or otherwise materially breach this Contract, such services as the Vendor has provided upon the date of its inability to continue the

terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 4, Reimbursement Rates, Billing and Payment, subject to any claim or setoff for overpayment or other causes.

6.4 The parties further agree that should the Vendor become unable to complete the services requested in this Contract for any reason, the Board shall not be liable to tender and/or pay to the Vendor any further compensation after the date of the Vendor's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by the Board. Notwithstanding the above, the Vendor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Contract by the Vendor and the Board may withhold any compensation to the Vendor for the purpose of off-set until such time as the amount of damages due the Board from the Vendor is agreed upon or otherwise terminated. If the services requested in this Contract involve work that will result in an end product, such work as the Vendor has completed upon the date of its inability to continue the terms of this Contract shall become the property of the Board.

6.5 All notices given by one party to the other shall be in writing and shall be deemed to be given or made when delivered by hand or by certified mail as follows:

Notices shall be addressed to:

Lisa M. Guliano, Superintendent
Butler County Board of Developmental Disabilities
282 N. Fair Ave.
Hamilton, Ohio 45011

Article 7: Availability of Funds

7.1 This Contract is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by the Vendor hereunder, the products or services directly involved in the performance of that function may be terminated by Board at the end of the period for which funds are available. The Board will notify the Vendor at the earliest possible time of any products or services which will or may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, the Board may reduce the scope of service purchased and/or total Contract dollars. No penalty shall apply to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section.

Article 8: Non-Discrimination

- 8.1** The Vendor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.
- 8.2** During the performance of this Contract, the Vendor will not discriminate against any person, and will take affirmative action to ensure that all employees, subcontractors, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Vendor complies with all applicable federal and state non-discrimination laws.
- 8.3** Additional costs incurred to serve persons falling within this section are considered a non-reimbursable cost of service of this Contract.
- 8.4** Vendor, or any person claiming through the Vendor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Vendor.

Article 9: Subcontracting

- 9.1** The Provider may subcontract any of the services agreed to in this Contract. Subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider is responsible for making direct payment to all Subcontractors for any and all services provided by such Subcontractor.

Article 10: Indemnification

- 10.1** In connection with the performance of this Contract, Vendor agrees to protect, defend, indemnify, and hold the Board's members, officers, employees, volunteers, and agents free and harmless from and against any and all losses, penalties, damages, deductibles, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of the Vendor, negligent or otherwise, and its employees, officers, agents or independent contractors. The Vendor agrees to pay all damages, costs and expenses of Board members, officers, employees, volunteers, and agents in defending any action arising out of the aforementioned Vendor acts or omissions.

The foregoing shall not be construed as an obligation to indemnify or defend the Board for damages arising out of the negligent acts of the Board or its officers, employees, agents, and volunteers.

- 10.2** Government entity Vendors subject to legally imposed limits on indemnification shall indemnify to the extent of their insurance coverage as required in Article 11 and their self-insured retention.

Article 11: Insurance

- 11.1** Vendor shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Contract, and keep in full force, Workers' Compensation Insurance and employers liability insurance. A copy of the documents evidencing said coverages shall be furnished to Board prior to commencement of services by Vendor.
- 11.2** If Vendor performs physician, dentist, psychiatrist, nurse practitioner or optometrist services for this Contract, then the Vendor agrees to obtain and maintain, at their expense, at all times throughout the term of this Contract, a medical malpractice insurance coverage policy in the amount of five million (\$5,000,000) per claim and seven million (\$7,000,000) in the annual aggregate.
- 11.3** Vendor agrees to obtain and maintain, at their expense, at all times throughout the term of this Contract, a policy of commercial general liability insurance with an insurance company licensed in the State of Ohio. The policy shall have limits of not less than one million (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) in the annual aggregate to cover any loss, liability or damage alleged to have been committed by the Vendor or the Vendor's agents, servants, or employees.
- 11.4** Vendor shall, furnish to the Board, a Certificate of Insurance certifying the above types and minimum amounts of insurance prior to the Contract start date. Cancellation of insurance will constitute a default, which, if not remedied within 5 days shall cause immediate termination of the Contract by the Board.
- 11.5** All policies shall name the Butler County Board of Developmental Disabilities as Additional Named Insured.

Article 12: Relationship

- 12.1** Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association, or joint venture with the Vendor in the conduct of the provisions of this Contract. The Vendor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on Board.

Article 13: Disclosure

- 13.1** In connection with the performance of this Contract, the Vendor hereby covenants that it has made a reasonable inquiry and that said inquiry has not disclosed any information about any business relationship or financial interest that said Vendor's board, administrative staff or employee participating in this Contract has with a Board employee, a Board employee's business, or any business relationship or financial interest that a Board employee has with the Vendor or in the Vendor's business.

Article 14: Warranty

- 14.1** The Vendor warrants that its services and/or goods shall be performed and/or provided in a professional manner by reputable and competently trained employees in accordance with the highest professional standards of the industry in which Vendor is engaged.

Article 15: Force Majeure

- 15.1** If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Vendor shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect Board property or employees which are necessary to Vendor's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning strikes; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint on government and/or people; civil disturbances; and explosions.

- 15.2** Vendor shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents Vendor from carrying out its obligations contained herein.

Article 16: Public Records

- 16.1** This Contract may be a matter of public record under the laws of the State of Ohio. If this Contract is a public record within the meaning of Ohio Revised Code section 149.43, Vendor agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, the Board shall make available the Contract and all public records generated as a result of this Contract, subject to the requirements of confidentiality prescribed by state and federal law, as outlined in Article 18, Confidentiality.

- 16.2** By entering into this Contract, Vendor acknowledges and understands that records maintained by Vendor pursuant to this Contract may be deemed public record and subject to disclosure under Ohio law. Vendor shall comply with the Ohio public records law, subject to legal requirements of confidentiality.

Article 17: Non-Collusion Certification

- 17.1** Vendor certifies that its agent, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

In witness whereof, the Vendor and Board have executed this Contract as of the day and year first above written.

Authorized Vendor Representative and Title

Date

Superintendent, Butler County Board of DD

Date