



Family Children's Place

Building brighter futures.

2303 River Road, Suite 200, Louisville, KY 40206

Proposal Submitted to:
Louisville Jefferson County Metro Government
Purchasing Department
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Bid Number: 1883
Healthy Families (HANDS)

Due by: September 1, 2009

ORIGINAL PROPOSAL ATTACHED

Note: original plus three (3) copies required.



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Invitation To Bid

Louisville/Jefferson Co Metro Government

Bid Number:	1883
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Revision:	0
Date:	21-AUG-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:

Metro Purchasing Department 611 West Jefferson Street Mezzanine Level Louisville, KY 40202

Reply By: 01-SEP-09

#	Description
---	-------------

1	Price Contract for Louisville Metro to provide a portion of their requirements for Healthy Families (HANDS) Case Management Social Services for a twelve month period per the attached specifications
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DELIVERY TIME: _____
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

FIRM NAME: _____

OFFICIAL'S SIGNATURE: _____

ADDRESS: _____

PHONE: _____

DATE: _____

UNSIGNED BIDS WILL NOT BE CONSIDERED



Invitation To Bid

Bid#: 1883

Louisville/Jefferson Co Metro Government

Standard Text

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Max Bradley at (502) 574-6430.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark as original) AND THREE COPIES. All three copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number ~~502-893-9646~~.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE

Daniel Fox, President 
Contractor (Please sign here and type in company name on line
immediately below. Please leave all other lines blank)

Family & Children's Place
Company Name

~~Jack McQuinn, Director of Purchasing~~
Director of Purchasing

Contract Term:
Effective: ~~June 1, 2009~~ 12-15-09

Expires: ~~June 30, 2010~~ 12-14-10

Items Covered: Family & Children's Place
will complete all services in Bid #1883
All: Healthy Families (HANDS)

See Attached: Proposal

The Invitation for Bid and response will become part of the contract

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently **\$9.00/hour for all full time employees.**

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name Family & Children's Place
Authorized Official(Print)Daniel Fox
Signature of Authorized Official 
Title President
Date 8/28/09

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

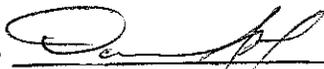
.....
Company: Family & Children's Place
Administration: 2303 River Road, Suite 200

Address: Street _____

Louisville, Jefferson, KY 40206
City County State Zip

Revenue Commission Number: _____

Official: Daniel Fox, President

Signature: 

Date: 8/28/09


Louisville
HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT ("GFE") REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBEs"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)
FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)
FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

• **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)
FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:
<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD

2-14-08



Louisville Jefferson County
Metro Government

Louisville Metro Public Health & Wellness

BID #1883

A contract to provide Healthy Families (HANDS) Case Management Social Services.

2-14-08

TABLE OF CONTENTS

REQUEST FOR COMPETITIVE SEALED BIDS

- I. Invitation and Instructions to Bidders
- II. General Provisions
- III. Insurance and Hold Harmless Agreement
- IV. General Specifications
- V. Evaluation Criteria

SECTION I

INVITATION AND INSTRUCTION TO BIDDERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for **Healthy Families (HANDS) Case Management Social Services**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding. Sealed bids will be received at the office of Louisville Jefferson County Metro Government Purchasing Department until 3:00 PM September 1, 2009, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3PM deadline on September 1, 2009 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Louan Martin
Personal & Population Services Division
Louisville Metro Public Health & Wellness
574-1947

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be

2-14-08

considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.

- 2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.

- 2.4 Bid Reservations: Metro Government reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. Metro Government may consider any alternative bid that meets its basic needs.

- 2.5 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.

- 2.6 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".

- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.

- 2.8 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid.

2-14-08

2.15 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.

2.16 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

2.17 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

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- 2.18 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.19 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.20 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 2.21 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.22 Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

**COMPETITIVE SEALED BID
SUBMITTED BY:**

**By signing below you are agreeing to all Louisville-Jefferson County Metro
Government Terms & Conditions that are a part of this Request for Bid.**

Include this page in your response to this bid.

Firm: Family & Children's Place

By: Ms. Liz Ferguson

Title: Dir. of Governmental Relations & Planning

E-Mail Address: Lferguson@famchildplace.org

Address: 2303 River Road, Suite 200
Louisville, KY 40206

Telephone: 502/893-3900 ext. 270

Fax: 502/893-9646

Date: August 28, 2009

Metro Louisville Revenue Commission Number: [REDACTED]

Federal ID Number : [REDACTED]

Please include a copy of your W-9 with your submitted bid.

This must be submitted prior to the award of a contract.

I acknowledge receipt of the following Addendum:

Addendum #1: In response to Section IV, F - Bid Submittals:
 Proposal narrative

Addendum #2: Budget

Addendum #3: Insurance certificates

Any Additional Addendum (write in numbers): #4: W-9
#5: Affirmative Action Policy

 8/28/09
Vendor Signature (all items above have been read and completed)

SECTION III

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR PROFESSIONAL CONSULTANT

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division). The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. The Consultant shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended

2-14-08

Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

2. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.**

III. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. **MISCELLANEOUS**

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing before the expiration date.
- B. Certificates of Insurance as required above shall be furnished, as called for and at least 30 days prior to the expiration of any policy(s).

Louisville/Jefferson County Metro Government
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

SECTION IV

GENERAL SPECIFICATIONS

The Louisville Metro Public Health & Wellness is seeking proposals for a contract to provide Healthy Families (HANDS) case management social services

HANDS (Health Access, Nurturing Development Services) activities are funded by a grant from the Kentucky Cabinet for Health and Family Services. HANDS is a program established under the Governor's Early Childhood Initiative. Its "Mission Statement" and "Critical Elements for Effective Home Visitation Services" are attached here to and incorporated herein.

The Louisville Metro Health Department (LMHD) is the Administrator of the HANDS program in Jefferson County. LMHD wishes to establish a contractual arrangement with a community agency to provide family support and case management services for up to 550 families who meet the criteria of the HANDS Program. In addition, the successful contractor will work with the LMHD to ensure that the HANDS program is successful in Jefferson County.

A. Joint Responsibility

LMHD and Contractor agree to establish a HANDS Management Team to provide oversight and direction for the program. The TEAM shall consist of key management staff from both agencies. The TEAM shall develop operational policies and procedures for the HANDS staff and program and meet routinely to discuss staffing as well as TEAM roles & responsibilities related to service integration, personnel issues, service reporting and other operational issues. Issues that cannot be resolved by the management team shall be sent to a Committee made up of contractor, or his/her designee and LMHD Deputy Director of Community Health Services, or his/her designee.

B. Contractor Responsibility

1. Employ and assign Family Support Workers (FSW) and supervisors as necessary to meet the HANDS program guidelines for completing family visitations and HANDS program guidelines/requirements.
2. Under the direction of the HANDS Management Team, FSW's shall provide intensive family intervention, support services and resources using the HANDS model. These services will be provided to families identified as "at risk" who need assistance with child development, parenting skills, health services and other resources. Specifically, services shall:
 - Enhance physical, emotional and educational development of children,
 - Promote positive parenting
 - Enhance parent-child interaction,
 - Assure that families have a primary medical home,
 - Promote appropriate use of community resources; and
 - Prevent child abuse.
3. Provide HANDS Services for no less than 350 families from July 1, 2009 through June 30, 2010.
4. Provide malpractice insurance for staff employed under this agreement with minimum liability of \$1,000,000 per occurrence. Proof of insurance needs to be attached to the bid, including insurance required in Section III.
5. Will communicate with LMHD HANDS Parent Visitor and Professional Visitors management team to ensure necessary information is provided as promptly as possible.
6. Staff shall follow all policies and procedures adopted by the management TEAM. Contractor supervisors will assure that HANDS policies and procedures are implicated and followed. The contract supervisor shall account for HANDS activities to the LMHD.
7. Shall set and manage the schedule of their staff providing HANDS services to meet terms under this agreement. The Management TEAM will ensure communication between agencies and recommend suggestions for efficiently managing staff time under this agreement.
8. All FSW's family encounters shall be documented in LMHD record format, which will be provided to the contractor by LMHD.

9. Staff will follow LMHD clinical policies and procedures, HANDS guidelines and the public health practice manual.
10. Submit required documentation for the HANDS PSRS reporting system to LMHD for each staff HANDS visit within five working days of the visits.
11. Provide HANDS staff with the necessary training on family counseling and education services including information and skills pertaining to assessment, intervention, social services resources, supervision and continuous quality assurance and assure maintains of any required CEU's or certifications necessary for staff to continue to perform HANDS functions.
12. Submit an audit in format of OMB Circular A-133 within one hundred and twenty (120) days of close of agency's fiscal year to LMHD.
13. Provide equipment and supplies, as needed, for the HANDS related staff that work within the HANDS program and /or provide HANDS services for your agency.
14. Cooperate with LMHD QA/QI program by participating in monthly/quarterly reviews, giving access to staff and client records, complete improvement plans & have designee available during state and federal audits.
15. Agency will do their own data entry into HANDS database system.
16. Billing from agency for services rendered to be received within 20 business days from the date of visit.

C. Louisville Metro Health Department (LMHD) Responsibilities:

1. Provide staff to perform Parent Visitor services and Professional Visitor services for the HANDS program, including contractor.
2. Reimburse the contractor on a fee per service basis. The fees are as follows:

Professional Staff Visits	\$ 135.00
Paraprofessional Visits	\$ 99.00

Total reimbursement not to exceed \$750,000. per fiscal year.
3. Enter all billing documents in the state reporting system (PSRS).
4. Provide appropriate HANDS training and guidelines to contractor for staff working under this agreement.
5. Act as the owner and custodian of the family record. Custodian responsibilities include the purchase of all related materials, archiving, release of information and assuring confidentiality.
6. Provide QA/QI to the overall HANDS program including for the contractor to ensure quality and compliance with state HANDS guidelines.
7. If LMHD is not satisfied with the performance of the contractor staff, the LMHD will inform the contractor of identified problems. In conjunction with LMHD Coordinator or designated management staff, the contractor will implement efforts to correct performance problem within a mutually agreed upon time frame. If the problem is not resolved to LMHD's satisfaction, the contractor will remove staff in question.

D. Terms:

1. The period within the current fiscal year in which the subject services are to be performed in July 1, 2009 to June 30, 2010 and shall be effective upon approval of the Louisville Metro Government.
2. The total amount paid to the contractor for HANDS related activities is subject to the availability of funds, not to exceed \$750,000.00 per fiscal year. Reimbursement to the contractor will be made by LMHD upon receipt of appropriate billing and program documentation. LMHD agrees to process all invoices within ninety (90) days of receipt in the LMHD business office so long as reimbursement has been made from the state HANDS program to LMHD by that time.

E. Special Provisions:

1. The two parties to this contract agree to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1972, (PL93-112), the Kentucky Equal Employment Act of 1978 (H.B.683) KRS 45.550 to 45.640. Section 1008 of the Title X (PHS) regulation and the Americans with Disabilities Act (ADA) (P/L/101-336).
2. In the event the contractor receives Protected Health Information from LMHD, the contractor agrees to abide by the rules and regulations regarding the confidentiality of Protected Health Information as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320D) and set forth in federal regulations at 45 CFR parts 160 and 164 and the second party agrees to sign the LMHD's Business Associate Agreement. Any subcontract entered by the contractor as the result of this agreement shall mandate that the subcontractor is required to abide

by the same statues and regulations regarding confidentiality of Protected Health Information [as is the contractor] and that the subcontractor will sign a Business Associate Agreement with the contractor that complies with the regulations.

3. It is mutually agreed that no employee of either the LMHD or contractor shall be in violation of constitutional, statutory, common law or policy adopted by the Cabinet for Health Services pertaining to conflict of interest.
4. It is expressly understood that contractor shall be an independent contractor and shall not be considered an agent of the LMHD or any of their partner agencies.
5. Contractor shall not speak on behalf of the LMHD without express authorization of the Director of Health or his/her designee.
6. Contractor agrees to provide the above described services as an independent contractor and withholding on FICA, Federal, State and local taxes will not be made.
7. Contractor certifies that no officer, stockholder, partner or owner is a member of the Board of Health of the LMHD nor an employee and that no constitutional, statutory, common law, or regulation adopted by the Cabinet for Health Services pertaining to conflict of interest will be violation of this contract.
8. **Contractor agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.**

F. BID Submittals:

Contractor must provide the following:

1. A list of all similar operations of which they have been a part of.
2. A list of references with contacts and telephone numbers.
3. Do you presently employ paraprofessionals in social service roles? If so, how many? What is the average number of year's experience? What kind of training have they received?
4. Please provide an explanation of funding sources. A copy of financials or other documentation to show funding resources in the past and any changes for the upcoming fiscal year.
5. Please describe any familiarities or experience using the Healthy Families Model you serve.

SECTION V

EVALUATION CRITERIA

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

Awards Criteria:

- | | |
|--|-----------|
| 1. Presently employs paraprofessionals in social services roles | 20 points |
| 2. Currently has funds from other sources | 40 points |
| 3. Provides evidence of the ability to procure additional funding from other sources | 20 points |
| 4. Experiences or familiarity with Healthy Families Model | 20 points |

Proposals will be reviewed by a committee consisting of representatives from:

-Persons from the Personal & Population division of the Louisville Metro Public Health & Wellness including the persons from the HANDS program.

Addendums: Section II and Section III

Addendum #1: Response to Section IV, F- Bid Submittals: Proposal Narrative

Addendum #2: Budget

Addendum #3: Insurance Certificates

Addendum #4: W-9

Addendum #5: Affirmative Action Policy

F. BID Submittals:

Contractor must provide the following:

1. A list of all similar operations of which they have been a part of.

- Healthy Families/HANDS - July 1996 – June 2002
- Healthy Start - July 1998 - June 2002
- HANDS – July 2002 – Present

2. A list of references with contacts and telephone numbers.

Lucy Crawford, Executive Director
The Norton Foundation
4350 Brownsboro Road
Louisville, Kentucky 40207
502-893-9549

Lynn Howard
Mayor's Office
Education and Youth Initiatives
602 West Jefferson Street, Room 4
Louisville, Kentucky 40202
502-574-4349

Joe Tolan, President
Metro United Way
334 West Broadway
Louisville, Kentucky 40204
502-583-2821

3. Do you presently employ paraprofessionals in social service roles? If so, how many? What is the average number of year's experience? What kind of training have they received?

Six paraprofessionals and seven professionals are currently employed in the program. Average number of years of home visitation experience is nine years, ranging from thirteen years to a few months. All Family Service Workers receive Core Healthy Families/HANDS training and Growing Great Kids Training provided through the Kentucky HANDS Office. Wraparound training is provided on an ongoing basis. Examples of wraparound training are as follows:

- Child abuse and neglect/CPS referral or reporting
- Problem solving/crisis referral
- Confidentiality and ethics

- Personal health
- Home visiting safety
- Domestic violence
- Substance abuse
- Mental health issues
- Prenatal care
- Postpartum care
- Communication skills
- Language development
- Temperament and discipline
- Dealing with loss
- Stress and time management
- CPR

4. Please provide an explanation of funding sources, a copy of financials or other documentation to show funding resources in the past and any changes for the upcoming fiscal year.

Current funding is provided through a contract with Metro Louisville Department of Health and Wellness, Metro United Way, The Norton Foundation and individual contributions. Funding from Metro United Way was reduced this fiscal year because of declining contributions. A state contract for HANDS technical assistance provides funding for program monitoring services and is a source of updated information for program personnel.

Beginning 7/1/09, FCP engaged in another contract with the Metro Louisville Department of Health and Wellness to provide Healthy Start services in the Newburg Neighborhood. Please see attached budget for current and past fiscal year budgets and assigned funding sources.

Rates for core HANDS services are as follows:

- Paraprofessional Visit - \$99
- Professional Visit - \$135
- Assessment Visit - \$144

5. Please describe any familiarities or experience using the Healthy Families Model you serve.

Family & Children's Place (FCP) has provided Healthy Families/HANDS services in Metro Louisville since 1996. In 1995, a community forum conducted to establish priorities for use of Family Preservation and Support Act funding recommended that a Request for Proposals be let to ask community agencies to apply for funding to implement the Healthy Families program. FCP and the Louisville-Jefferson County Health Department applied and won the grant. Since that time FCP and the health department have worked in partnership to provide home visitation services aimed at

preventing child abuse and promoting healthy growth and development of infants and toddlers.

Family Support Workers are the primary direct service providers in this program. They are paraprofessionals with a combination of experience and, education and training (see attached job descriptions) or professionals with bachelor or master degrees in human service disciplines. They are located at Neighborhood Places throughout the county where they can have close interaction and coordinate services with other community providers. Because of the growth in ethnic diversity in the Louisville area FCP employs two Latina FSWs who speak Spanish fluently. Both have full caseloads. All are supervised by experienced human service professionals with master's degrees or equivalent combination of education and experience.

Clients are identified through Family Health Clinics, Metro Louisville Department of Health and Wellness, and University Hospital. They are women who are pregnant or who have recently delivered and who assess at high risk of child abuse and neglect by the Kempe Family Stress Checklist. A snapshot of the FY'09 client population shows that 60% are single parents while 13% are married or coupled. Other family constellations account for 27%. 94% have incomes under \$15,000 with a mean income of less than \$2,900. Families have experienced multiple problems and report a personal or family history of alcohol or drug abuse, a history of family violence, mental illness, inadequate income, relationship problems, and transportation problems. 31% are Caucasian, 49% African American, 15% Latino and all others 5%. These young parents face many barriers to successfully maintaining safe and secure children and families.

Services will adhere to the specifications in the Request for Bids, including all items specified under "Contractor Responsibility". Following are outcome data that are captured on a quarterly basis. FY'09 program outcomes are as follows:

- 99% of children enrolled in the program sustained a consistent relationship with a medical provider;
- 99% of children enrolled in the program are current on immunization based on the standards of the Academy of Pediatrics;
- 99% of children enrolled in the program achieved appropriate developmental milestone;
- 98% of children enrolled in the program are free of abuse and neglect.

Family & Children's Place HANDS Program		
	Budget FY 2010	Actual FY 2009
REVENUES		
Metro United Way	\$39,274	\$40,816
Government Grants & Contracts:		
Louisville Metro - HANDS contract	\$725,000	\$742,914
Hands - Tech. Assist.	\$30,000	\$36,196
Louisville Metro - Healthy Start	\$86,001	\$0
Subtotal - Govt. Grants & Contr.	\$841,001	\$779,110
Private Contributions:		
Norton Foundation	\$0	\$30,000
Other Private Contributions	\$138,012	\$152,086
Total Private Contributions	\$138,012	\$182,086
TOTAL REVENUES	\$1,018,287	\$1,002,012
EXPENSES		
Salaries & Benefits		
Salaries	\$563,323	\$532,614
Health & Dental Insurance	\$73,819	\$60,170
Life, Disab., Work comp, unemp.	\$13,851	\$13,249
FICA	\$43,093	\$39,410
Pension - DC	\$11,267	\$5,283
Subtotal - Salaries & Benefits	\$705,353	\$650,726
Telecommunications Expense	\$5,282	\$4,352
Occupancy		
Rent	\$15,120	\$15,120
Bldg & Grounds Repair & Maint.	\$2,484	\$2,866
Outside Printing	\$200	\$0
Local Travel	\$57,000	\$61,440
Conference & Training	\$2,000	\$1,750
Miscellaneous Admin.	\$200	\$7
Miscellaneous Program	\$4,000	\$6,154
Office Supplies	\$4,200	\$3,921
Copier	\$2,000	\$1,328
Postage	\$0	\$84
Professional Dues	\$200	\$325
Reference Materials	\$250	\$0
Depreciation Expense	\$5,000	\$5,544
Management and General Expenses	\$214,998	\$250,939
Subtotal - non payroll expenses	\$312,934	\$353,830
TOTAL EXPENSES	\$1,018,287	\$1,004,556

Internal Revenue Service

Date: July 19, 2004

Family & Children First, Inc.
2303 River Road
Louisville, KY 40206-5002

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Carol Kraft - #31-08206
Customer Service Specialist

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

61-0549561

Dear Sir or Madam:

This is in response to the amendment to your Articles of Incorporation filed with the state on May 18, 2004. We have updated our records to reflect the name change from Family And Children's Counseling Centers, Inc.

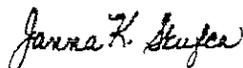
In March 1965 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

FILED IN OFFICE

DEC 08 2008

Kentucky Secretary of State
TREY GRAYSON

0037665.04

amcray
ADD

By Bobbie Holsclaw, Clerk
B.G.
Division of Corporations
BUSINESS FILINGS
P.O. Box 718
Frankfort, KY 40602
(502) 564-2848
<http://www.sos.ky.gov/>

Trey Grayson
Secretary of State
Received and Filed
12/03/2008 1:51:51 PM
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Certificate of Assumed Name

1. This certifies that the assumed name of:

FAMILY & CHILDREN'S PLACE, INC.

2. has been adopted by:

FAMILY & CHILDREN FIRST, INC.

3. which is the "real name" of (you must check one):

- | | |
|---|--|
| <input type="checkbox"/> a Domestic General Partnership | <input type="checkbox"/> a Foreign General Partnership |
| <input type="checkbox"/> a Domestic Limited Liability Partnership | <input type="checkbox"/> a Foreign Limited Liability Partnership |
| <input type="checkbox"/> a Domestic Limited Partnership | <input type="checkbox"/> a Foreign Limited Partnership |
| <input type="checkbox"/> a Domestic Business Trust | <input type="checkbox"/> a Foreign Business Trust |
| <input checked="" type="checkbox"/> a Domestic Corporation | <input type="checkbox"/> a Foreign Corporation |
| <input type="checkbox"/> a Domestic Limited Liability Company | <input type="checkbox"/> a Foreign Limited Liability Company |

4. organized and existing in the state or country of KENTUCKY, and whose

5. address is: 2303 RIVER ROAD, 2ND FLOOR

LOUISVILLE, KENTUCKY 40206

The certificate of assumed name is executed by:


(Signature)

(Signature)

Daniel Fox
(Type or Print Name)

(Type or Print Name)

25 November, 2008
(Day/Month/Year)

(Day/Month/Year)

ASN (11/07)

Certificate of Assumed Name Filing Instructions

FAMILY & CHILDREN FIRST

d.b.a. FAMILY & CHILDREN'S PLACE

AFFIRMATIVE ACTION PROGRAM/ EQUAL EMPLOYMENT OPPORTUNITY POLICY

Policy

It is, and has been, the policy of Family and Children First to take a leadership role in moving forward toward those enlightened and humane conditions in which our whole society will provide equal employment opportunities to all people without regard to race, color, religion, sex, sexual orientation, pregnancy, age (40 plus), national origin, veterans' status, status as a qualified disabled person, or any other basis prohibited by law. Consistent with this policy, the organization herewith presents this statement to be known as the Family and Children First Affirmative Action Program.

Family and Children First will be, and has been, fully committed to ensuring fair consideration and opportunity to all applicants and employees in personnel matters. This includes equality of opportunity in recruitment, hiring, training, promotion, salaries and other compensation, transfer, and termination. All employment decisions and personnel policies are administered primarily on the basis of an individual's abilities and qualifications without regard to race, color, religion, sex, sexual orientation, pregnancy, age (40 plus), national origin, veterans' status, and status as a qualified disabled person. In the implementation of an Equal Employment Opportunity Policy, the organization will continue to seek qualified personnel for all job levels in the organization through promotion and recruitment.

Dissemination of Policy

This Equal Employment Opportunity Policy will be an essential part of personnel policies and will be communicated to all employees and to related audiences within and outside Family and Children First.

1. A copy of the Policy will be given to every employee and issued to all persons engaged in recruitment, hiring, orientation, training and education of employees.
2. Notices required by the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance in the Department of Labor and any state or city government human rights agencies will be displayed in working areas.
3. All sources of recruitment and the Metro United Way will be informed of our Equal Employment Opportunity Policy.

Responsibility for Implementation

This policy will be implemented through Family and Children First and the Executive Director has the overall responsibility for ensuring implementation of the Affirmative

Action Program. He will be responsible for, although not limited to:

1. Assisting in establishing goals and objectives which will ensure that all persons are afforded full opportunity for participation, development and utilization in all organizational sponsored educational, training, recreational and social activities.
2. Periodically evaluating hiring and promotion patterns to evaluate progress and to remove impediments in the attainment of goals.
3. Utilizing the existing Staff and Board Personnel Committees to provide input and to assist the Executive Director in the implementation of this program.
4. Through normal channels of communication, ensuring that the organization's policies are fully understood and being carried out.

Goals

The goal of this Affirmative Action Program is to maintain an organization best qualified to serve all clients without discrimination and which is itself properly balanced to achieve that end.

Programs to Attain Goals

In areas of recruitment, promotion and work assignments, the quality of staff continues to be an essential criterion.

A. Recruitment

Recruitment programs will be conducted in a manner to ensure that Family and Children First actively reaches these goals. If regular channels of recruitment are not supplying a diversified balance of qualified applicants, then additional efforts will be made. These will include:

- (1) Direct contact with universities and agencies that have special programs for this type of recruitment.
- (2) Direct contact with other agency executives for recommendations of candidates for positions.
- (3) Contact with the national groups, such as the Family Service America, for recommendations of candidates for positions when appropriate.

B. Promotions

Every consideration has been and will continue to be given to internal employees first before seeking candidates outside the organization.

C. Training

Learning opportunities leading to more responsible positions are available and will be available to all staff on a planned basis, including, but not limited to:

- (1) Ongoing staff development for all staff, as appropriate.
- (2) Regular sessions for supervisors to identify needs for staff development.

Audit, Report and Evaluation

The following records will be maintained for statistical purposes and will be reviewed periodically by the Executive Director to evaluate the status of the Affirmative Action Program:

1. Applicant flow by race, sex and source, including rejections by race and sex and reasons for rejections.
2. New employees by job classification, race and sex.
3. Promotion and turnover by job classification, race and sex.
4. Employee participation in organizational training programs by race and sex.

*This policy was approved by the Board of Directors of
Family and Children First
on October 23, 1974. (rev. 6/04)*