



REQUEST FOR PROPOSAL

Service of Process Services **2023/2025**

Offered by
Fairfield County Job & Family Services
Child Support Enforcement Agency
239 West Main Street
Lancaster, OH 43130
740-652-7602
Corey B. Clark, Director

Proposal Due Date – November 21, 2022

JFS Mission Statement- *To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.*

JFS Vision Statement- *Safe Children - Stable Families - Strong Community*

Table of Contents

Section I. General Information

- 1.1 Timetable
- 1.2 Contact Person
- 1.3 Written Questions
- 1.4 Contract Period
- 1.5 Communication Prohibitions
- 1.6 Bidder Disclosures
- 1.7 Conflict of Interest
- 1.8 Bidder Examination of the RFP
- 1.9 Ability to Award Contract
- 1.10 Taxes
- 1.11 Compliance with the Law
- 1.12 Equal Opportunity Provisions Required/Suspension of Referrals

Section II. Submitting Proposals

- 2.1 Preparation of Proposal
- 2.2 Proposal Cost
- 2.3 False or Misleading Statements
- 2.4 Submission of Bid
- 2.5 Format for Organization of the Proposal/Proposal Content
- 2.6 Acceptance & Rejection of Proposals

Section III. Proposal Evaluation Rating Sheet

- 3.1 Evaluation & Award of Contract
- 3.2 Protests
- 3.3 Caveat
- 3.4 Termination for Convenience
- 3.5 Termination for Default or Suspension of Referrals
- 3.6 Compliant Process
- 3.7 Conducting Business Involving Relatives
- 3.8 Nepotism
- 3.9 Political or Sectarian Activities

Section IV. Terms & Conditions

- 4.1 Type of Contract and Subcontracting
- 4.2 Contract Period, Funding & Invoicing
- 4.3 Confidentiality & Security
- 4.4 Duplicate Billing
- 4.5 Additional Contract Information
- 4.6 Limitations

Section V. Insurance Requirements

- 5.1 Indemnification Clause
- 5.2 Coverage and Limits

Attachments

- A. Rate Sheet Schedule
- B. Provider Assurances Form

FAIRFIELD COUNTY JOB & FAMILY SERVICES

Service of Process

SECTION I. GENERAL INFORMATION

This is a Request for Proposal ("RFP") under Sections 307.86-92 of the Ohio Revised Code ("ORC") and Section 5101:9-4-07 of the Ohio Administrative Code ("OAC"). Fairfield County Department of Job and Family Services ("FCJFS"), through the Fairfield County Board of County Commissioners ("Board"), is seeking Proposals for the provision of Service of Process Services for the Child Support Enforcement Agency (CSEA).

Background

The purpose of this proposal is to assist Fairfield County Child Support Enforcement Agency (FCCSEA) with serving individuals with subpoenas, summonses, and other legal notices or documents as requested by FCCSEA and other Fairfield County entities as needed.

The Fairfield County Department of Job and Family Services on Behalf the Board of County Commissioners identified key areas to accomplish the goal of this program. There are several key components to meeting the goal of this program, which includes, working with FCJFS Child Support Enforcement Agency, Fairfield County Domestic Relations Court and Fairfield County Juvenile and Probate Court or other county agencies as identified.

The following scope of work includes components to address the needs of the targeted population. Proposer(s) should be able to fulfill services in one or more of these areas including, but not limited to, those listed below:

Target Population and Allocation

These services are provided for eligible IV-D cases within Fairfield County to personally serve parties with notice of actions being taken by the Child Support Enforcement Agency (CSEA) and the courts. FCCSEA has forecasted approximately 700-900 attempts to serve under this RFP.

Funding & Contract Period

FCJFS reserves the right to contract with multiple contractors. The proposal(s) selected will be the most advantageous to FCCSEA. FCJFS has designated a projected \$80,000 in Title IV-D funds for services to be awarded annually for the purchase of services requested through this RFP.

Once awarded, the contract period will begin on January 1, 2022 through December 31, 2023. There are two (2) possible extension options, January 1, 2024 – December 31, 2024, and January 1, 2025, through December 31, 2025, at the recommendation of the Director of FCJFS. This award amount is also contingent upon receipt of projected allocations; the total award may be adjusted accordingly.

Overview

- Process Server will travel throughout Fairfield County, surrounding counties (Franklin, Licking, Perry, Hocking, Pickaway), and other nearby counties by automobile to serve individuals personally as required by Ohio Rules of Civil Procedure 4.1(B) and 5(B)(2)(a) as directed by the FCCSEA. Generally, service will be attempted on three (3) separate occasions with at least 48 hours between each attempt.
- Process Server will coordinate with the FCCSEA and local courts for the collection and return of legal documents within set timeframes.
- Process Server will actively communicate with the FCCSEA when additional location information is needed to obtain service.
- Process Server will prepare and maintain records pertaining to the service of said legal documents (time, place, and manner) and any other detailed records, including the creation and maintenance of logs and daily activities as required by the FCCSEA.

- Process Server shall comply with the Ohio Rules of Civil Procedure, Rules 4-5.
- Process Server shall demonstrate an in-depth understanding of how to provide these services effectively with the designated target population.
- Process Server shall have the organizational capacity to provide the proposed services immediately following contract approval.
- Process Server shall have the necessary skills to develop and utilize various methodologies to track program results and specific outcomes.

Historical Data

- The chart below provides two and a half (2-1/2) years of data showing the annual number of Fairfield County CSEA cases prepared for Service of Process services.

Year	Number of cases prepared
2020	253
2021	281
2022 (6 months; Jan-June)	132

Payment Information

The Contractor will be reimbursed on a unit cost reimbursement basis. The Contractor will submit a monthly invoice to FCJFS by the fifteenth (15th) day of the following service month. Invoices shall include: the services provided and the reimbursable costs and/or number of units and amount claimed based on the negotiated contract for each service covered in the contract.

Additional required documents will be negotiated between FCJFS and the Contractor. FCJFS will review such invoice for completeness and any information necessary before making payment within thirty (30) days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by FCJFS before such payment is made to adjust for mathematical errors, incorrect rates, or non-covered services and the reported expenditures are subject to audit by appropriate state or federal officials or an independent audit after payment is made.

All monthly invoices shall be submitted no later than the fifteenth (15th) day of the following service month. Failure to do so may result in the delay or denial of payment. Final submission of all invoices for the contract period, shall be received no later than January 15, 2023.

Bidder Project Requirements

The RFP gives an approximate timeline for the various events in the submission process, the evaluation process, and performance of the services. While the dates are subject to change, Bidders must be prepared to meet the deadlines as specified in this RFP.

All Bidders of services specified in this RFP must:

- Demonstrate previous experience in delivering similar or related services.
- Provide descriptions and samples of up to three (3) similar projects completed in the past five years that demonstrate appropriate experience.
- Provide names and contact information for up to three (3) entities for which they have performed similar services.
- Provide proof of valid Ohio Driver's Licenses for all Process Servers serving under this RFP.
- Provide proof of high school diploma or equivalent for all Process Servers serving under this RFP.
- Provide proof of required liability insurance coverage as outlined in section 5 of this RFP.

Project Deliverables & Work Schedule

Bidders are required to provide their qualifications, training related to this type of service provision, experience with the population and past performance of this type of service, references, and pricing structure. The selected service contract must be cost effective and utilize service strategies that are based upon current research and that respond to the specific service needs of the populations to be served.

Any interested Bidder must submit a completed proposal following the procedure outlined in this Request for Proposal no later than **November 21, 2022, at 12:00 p.m. (EDT)**. If a suitable proposal or proposals made in response to this RFP is/are selected, FCJFS, through the Board, may enter into a contract with a Bidder whose proposal has been chosen ("Selected Bidder"). The RFP provides details on what is required to submit a proposal, how FCJFS will evaluate the proposal, and what will be required of the Selected Bidder once they are performing the work.

1.1 Timetable

The following timetable shall apply to this RFP, subject to the contract(s) awarded under this RFP ("Contract") being finalized and approved by the Board.

<u>Service of Process RFP approximate timeline</u>	
<u>Date</u>	<u>Event/Activity</u>
October 24, 2022	FCJFS releases RFP to potential providers; Q&A period opens <ul style="list-style-type: none">- RFP becomes active.- Proposers may submit inquiries for RFP clarification.
November 2, 2022	Proposer Q&A Period Closes 4:00 p.m. (for inquiries for RFP clarification). No further inquiries for RFP clarification will be accepted.
November 7, 2022	FCJFS posts FINAL Proposal Question & Answer document on its website: www.fcjfs.org .
November 21, 2022	12:00 p.m. Deadline for Respondents to Submit Proposals. <ul style="list-style-type: none">- This is the proposal opening date, beginning of the FCJFS process of proposal review.
December 2, 2022	Recommendation of the Proposal Review Team and letter of intent to award contract issued by FCJFS. All applicants notified.
January 1, 2022	Service provision begins.

Any failure to meet the deadlines in the submission, evaluation and/or negotiation phase or objection to the dates of performance may result in FCJFS refusing to accept a Bidder's proposal.

1.2 Contact Person

On Behalf of the Fairfield County Department of Job and Family Services:

Sarah Darnell, Budget Manager
Fairfield County Department of Job & Family Services
239 West Main Street
Lancaster, Ohio 43130
Phone: 740-652-7602
Email: Sarah.Darnell@jfs.ohio.gov

1.3 Written Questions

To ensure a fair and objective process, any follow-up questions related to this RFP must be presented, in writing via email to Sarah Darnell at Sarah.Darnell@jfs.ohio.gov by 4:00 p.m. on November 2, 2022. Questions and answers will be posted on www.fcjfs.org by 4:00 p.m. (EDT) November 7, 2022. Providers will not receive personalized or individual email responses. Clarifying questions asked and FCJFS responses to such questions comprise the “FCJFS Q&A Document” for this RFP. Bidders contacting any member of the review committee regarding this RFP, or any member of FCJFS staff, other than the contact person, risk elimination of their bid proposal from further consideration.

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. FCJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include identification for the originator of the question.

Provider proposals in response to this RFP are to consider any information communicated by FCJFS in the Final Q&A Document for the RFP. **It is the responsibility of all respondents to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFP.**

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

IMPORTANT: Requests from potential 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. RFPs submitted in accordance with directions provided in this document will be honored. The posted time frames for FCJFS 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 FCJFS 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, FCJFS will use its discretion in deciding whether to provide answers.

Should respondents experience technical difficulties accessing the FCJFS website where the RFP and its related documents are published, they may contact, Sarah Darnell at sarah.darnell@jfs.ohio.gov.

1.4 Contract Period

A contract will be negotiated for the period beginning January 1, 2023 and ending December 31, 2023. FCJFS may extend a contract for services related to this RFP process for two (2) additional 12-month periods upon mutual consent of the parties and contingent upon the availability of funding and successful contract performance of the contractor.

1.5 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 FCJFS, 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 1.3, Written Questions;
2. As necessary in any pre-existing or on-going business relationship between FCJFS and any provider that could submit a proposal in response to this RFP;
3. As part of any provider interview process or proposal clarification process initiated by FCJFS, which FCJFS deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, FCJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;* and
5. Any Public Records Request (PRR) made through FCJFS.

***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. FCJFS 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 providers to be aware of and to fully respond to all updated information posted on this web page.

FCJFS is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than the Internet Q&A process described in this RFP. Any attempts at prohibited communications by providers may result in the disqualification of those providers' proposals.

1.6 Bidder Disclosures

Any Bidder must disclose any and all current, pending, or threatened court actions and/or claims against the Bidder. This information may not cause rejection of the proposal but withholding the information may give cause to reject the proposal.

1.7 Conflict of Interest

No Bidder will promise or give to a FCJFS employee or agent anything of value that could influence that employee's decision on awarding a contract. No Bidder shall attempt to influence an employee of FCJFS, to violate the procurement policies of FCJFS, the ORC, OAC, or Federal Procurement Regulations.

1.8 Bidder Examination of the RFP

Bidders are expected to be familiar with the entire RFP. Bidders are expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP. If Bidders discover any mistakes in the RFP, they must notify the Contact Person in writing (an email attachment on organizational letterhead is acceptable).

Acceptable proposals will meet the specifications contained in this RFP and all applicable policies and regulations. It is incumbent upon bidders to familiarize themselves with these documents during proposal development.

1.9 Ability to Award Contract

This RFP and all FCJFS contracts are contingent upon the availability of funds. If at any time during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. In such an event, the Bidders will be notified at the earliest possible time. FCJFS shall not compensate the Bidders for any expenses incurred as a result of the RFP process.

1.10 Taxes

FCJFS does not pay local, state, or Federal taxes. If requested, a Selected Bidder will be furnished with an exemption certificate.

1.11 Compliance with the Law

A selected bidder must agree to comply with all applicable Federal, State, and local laws in the conduct of the work specified in this RFP including applicable state and federal laws regarding drug-free workplaces. The selected bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other tax or payroll deductions required for all employees engaged by the selected bidder in the performance of the work specified in this RFP.

Both for-profit and not-for-profit Contractors are required to comply with federal rules as specified in 2 CFR 200.501 audit requirements. Contractors that expend \$750,000 or more in a year in Federal awards must have a single or program-specific audit conducted for that year. Contractors that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year but records must be available for review or audit by appropriate officials and auditors of the federal agency, the pass-through entity, and the U.S. General Accountability Office (US GAO). Any biennial (two year) audit shall cover both years within the biennial period in the scope of the audit. In addition, the Contractor agrees, if required by the Director of the FCJFS on the basis of evidence of misuse or improper accounting of funds, to have conducted an independent audit of expenditures and make copies of the audit available to the FCJFS.

A Contractor is required to follow all federal, state, and local procurement rules regarding the purchase of equipment, sub-contracting, and program materials, including making efforts to utilize small and minority-owned businesses, women's business enterprises and labor surplus area firms when they are potential resources for supplies, equipment, and services. FCJFS will provide training to the selected bidder regarding such rules.

ORC Section 9.24 prohibits FCJFS from awarding a contract to any bidder against whom the Auditor of State has issued a finding of recovery if the finding of recovery is "unresolved" at the time of award. By submitting a proposal, bidder warrants that it is not now, nor will it become, subject to an "unresolved" finding for recovery under ORC Section 9.24, prior to the award of the Contract, without notifying FCJFS of such findings. FCJFS will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. FCJFS will not evaluate a proposal from any contractor whose name or the name of any subcontractors proposed by the contractor, appears on the website of the Auditor of State of Ohio as having an "unresolved" finding for recovery.

As a condition of receiving a contract with FCJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with FCJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support established under state law.

Health Insurance Portability & Accessibility Act (HIPAA) Requirements: As a condition of receiving a contract the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of agency that

meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

Any proposal or other material submitted by a bidder becomes the property of FCJFS and may be returned only at FCJFS option. Proprietary information should not be included in a proposal or supporting materials because FCJFS will have the right to use any materials or ideas submitted in a proposal without compensation to the bidder. Additionally, all proposals are open to the public after a bidder's proposal is selected.

FCJFS will retain all proposals, or a copy of such, as part of the Contract file for at least three (3) years from the date the Contract has been awarded. After the retention period, FCJFS may destroy or otherwise dispose of the proposal and/or any copies.

FCJFS may disclose to the selected bidder written or other information that it treats as confidential. All such confidential information and all related material and documents FCJFS delivers to the Selected Bidder remain the property of FCJFS. The Selected Bidder must treat such information as confidential if it is so marked, otherwise identified as such, or when by its very nature it deals with matters, if generally known, would be damaging to the best interests of the public, contractor, other contractors, or potential contractors with FCJFS, or individuals or organizations with whom FCJFS keeps information. For example, information should be treated as confidential if it includes proprietary documentation, materials, flow charts, codes, software, computer information, techniques, models, diagrams, know-how, trade secrets, data, business records, or marketing information. By further example, the Selected Bidder must also treat as confidential information any material, to which attorney-client, physician-patient, or other privilege recognized by law may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

Additionally, FCJFS (and by extension, Contractor) is required to follow the following federal procurement policies, specifically the following:

- Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
- Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Limits on Funds: None of the funds appropriated or otherwise made available under ARRA funding may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- Wage Rate Requirements: Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through FCJFS pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606).
- Whistleblower Protection: Each subrecipient awarded funds made available under the ARRA shall promptly refer to Grantor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553).

- Buy American: Use of American Iron, Steel, and Manufactured Goods: None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. (ARRA Sec. 1605).
- Mandatory disclosure to FCJFS of any modifications to names, addresses, phone numbers, facsimiles, email, etc. when such occurs during the duration of this Contract.

1.12 Equal Opportunity Provisions Required

All Bidders must be willing to enter a Contract containing the following express language contained in ORC Section 125.111:

Every contract for or on behalf of the State or any of its political subdivisions for the purchase of materials, equipment, supplies, contracts of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the Bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract, no Bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no Bidder, subcontractor, or any person acting on behalf of any Bidder or subcontractor shall comment in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

A Selected Bidder who contracts with the State or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in ORC Section 122.71. Annually, each Selected Bidder/Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under ORC Section 122.92. In addition, all Selected Bidders who contract with the State or any of its political subdivisions for materials, equipment, supplies, and services must also adhere to requirements as set forth in Section 1.11 which addresses the utilization of small and minority-owned businesses, women's business enterprises and labor surplus area firms.

SECTION II. SUBMITTING PROPOSALS

2.1 Preparation of Proposal

A proposal must clearly identify the Bidder's qualifications to provide the services requested in this RFP. Bidder must respond to the specific services requested through this RFP and its instructions and requirements. A Bidder's proposal must include all costs that relate to the proposed services to be provided and projected number of clients to be served. All proposals become the property of FCJFS and will be considered public information available for inspection following the selection of a proposal.

2.2 Proposal Cost

The Bidder is fully responsible for all costs associated with the development and submission of the proposal. FCJFS assumes no contractual or financial obligation as a result of the issuance of this RFP, the preparation and submission of the proposal by a Bidder, the evaluation of an accepted proposal, or the selection of an approved proposal.

2.3 False or Misleading Statements

Proposals containing false or misleading statements may be rejected.

2.4 Submission of Bid

The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

Five paper copies, (one signed original and four copies) in a sealed, separate envelope.

The providers' total proposal submissions must be received by FCJFS complete no later than **12:00 p.m. on November 21, 2022**. Faxed submissions will not be accepted.

Proposals must be addressed to:

**Fairfield County Job & Family Services
Attention: Sarah Darnell
239 West Main Street
Lancaster, Ohio 43130**

The provider must submit the Proposal in a sealed envelope/package labeled: **"NOTE: DO NOT OPEN. PROPOSAL ENCLOSED FOR SUBSTANCE ABUSE SCREENING RFP –SUBMITTED BY [PROVIDER'S NAME HERE]."** All proposal submissions must be received, complete, at the above address, via mail or hand delivery.

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. FCJFS 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. **FCJFS is not responsible for any proposals delivered to any address other than the address provided above.**

2.5 Format for Organization of the Proposal/Proposal Content

Proposal Format

FCJFS discourages overly lengthy and costly proposals. In order for FCJFS to evaluate proposals fairly and completely, contractors 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 contractor and the relevant RFP name and number on the front.

Responses must be submitted as required in Section 2.4. All proposals submitted will become the property of Fairfield County 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 Fairfield County and the contractor.

Cover page

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

Cover letter

Proposals must include the telephone number of the person FCJFS 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 County contract general terms and conditions should be discussed here.

The contractor 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 contractor organization, i.e. corporation, partnership, sole proprietor; Federal Tax ID number.

A contractor 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 the document readily. Identify each section of the response as outlined in the proposal package.

Executive Summary

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

A sample Proposal Evaluation Score Sheet is provided in Section 3.1 of this RFP. **Providers are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.** The provider's Proposal must contain the following components, organized in the format described below:

Section 1 *Identifying Information*

The name of the proposing organization, address, name of contact person, telephone number, email address, etc. should be clearly identified.

Section 2 *Provider Experience & Qualifications*

Bidder Project Requirements: This section must address each of the items that appear in Section I of this RFP under Bidder Project Requirements. Proposals must include demonstration of the provider's previous experience in delivering similar services.

Section 3 *Description of Services to be Provided*

This section must address each of the items that appear in Section I of this RFP under Overview.

Section 4 *Other Pertinent Information*

This section may include additional information not requested elsewhere.

Section 5 Rate Schedule Sheet Provider Assurances Form

2.6 Acceptance & Rejection of Proposals

FCJFS reserves the right to reject any or all proposals. The selection of a proposal(s) by the FCJFS shall be final upon approval by the Board.

SECTION III. PROPOSAL EVALUATION

3.1 Evaluation & Award of Contract

The review process will be conducted in three (3) parts:

1. Preliminary Proposal Review:

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

- Was the proposal received by the deadline as specified in Section 1.1?
- Did the provider submit five paper copies of their Proposal (in a sealed envelope labeled: **“NOTE: DO NOT OPEN. PROPOSAL ENCLOSED FOR SUBSTANCE ABUSE SCREENING SUBMITTED BY [PROVIDER’S NAME HERE].”**)?
- Does the provider’s proposal include all required affirmative statements signed by the provider’s responsible representative, including the following:
 - Rate Sheet Schedule, Attachment A
 - Provider Assurances Form, Attachment B
- 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 FCJFS?
- Does FCJFS’ review of the Auditor of State website verify that the provider is not excluded from contracting with FCJFS by ORC Section 9.24 for an unresolved finding for recovery (i.e. the proposal of any provider whose name appears on the Auditor’s website as having an unresolved finding for recovery will be eliminated from further consideration)?

2. Review Committee Process:

- All proposals meeting the requirements of Section 2 above will be reviewed, evaluated, and rated by a Review Committee that may be composed of FCJFS staff and specialists in the RFP program area. Review Committee representatives will not include Bidders to this RFP or anyone else who may have any conflict of interest that would prohibit a fair and equitable review process. Providers should not assume that the review team members are familiar with any current or past work activities with FCJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, and 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.
- The Review Committee will evaluate each bid packet against the criteria specified in the RFP. During the evaluation, the Review Committee may request additional information from the Bidder. Failure to respond to such requests for information will result in the Bidder’s proposal being reviewed as submitted. Responses to such information requests may be submitted electronically via email to Sarah.Darnell@jfs.ohio.gov.
- The Review Committee shall review all qualified proposals. A standard Proposal Evaluation Rating Sheet (see following page) will be used. The range of evaluation points and the evaluation criteria for each required section of the proposal is detailed in the Rating Sheet (see next page).

Proposal Evaluation Rating Sheet

A qualitative evaluation (see below) will be done to determine which proposal most fully addresses the needs of the Department. The evaluation criteria will include:

Description	Maximum Points
1. Service of Process Services History	50 points
2. Proposed Services and Delivery	70 points
3. Organizational Capacity and Program Budget	50 points
4. Experience with Target Population	50 points
5. Internal Evaluation & Accountability	50 points
6. Attachments included and accurate	30 points
Total Points	300 points

The Review Committee may consider information from sources other than the written proposal to evaluate the Bidder's administrative abilities. Other sources of information may include, but are not limited to, written responses to any clarifying questions posed by the Review Committee, Bidder's experience in administering similar services, and any monitoring data regarding Bidder's performance of current or prior contracts with FCJFS. This information must be based on factual data and provided in writing. FCJFS reserves the right to request clarifications from providers of any information in their proposals and may request such clarification as it deems necessary at any point in the proposal review process. The final composite Review Committee Evaluation Rating Sheet, which includes the Bidder's prioritized ranking and takes into account the entire Proposal Packet, will be maintained on file by FCJFS.

FCJFS may, at its sole discretion, waive minor errors or omissions in provider's Technical and/or Cost proposals/forms when those errors do not unreasonably obscure the meaning of the content.

3. Administrative Review - Following the detailed scoring by the Review Committee, the Review Committee will recommend to the Agency Director the technically qualified provider offering the proposal most advantageous to FCJFS, as determined by the processes and requirements established in this RFP. Any Bidder whose proposal was not selected ("Unsuccessful Bidder") will be notified of their non-selection immediately after the Selected Bidder(s) is (are) notified. If a Selected Bidder fails to execute a Contract within the Contract development period specified in Section 1.1 of this RFP, FCJFS may, at its sole discretion, award the Contract to another Bidder whose proposal met the requirements of the RFP and addenda. The period of time within which such an award of the Contract may be made shall be subject to the written agreement between FCJFS and the new Selected Bidder.

Proposal Evaluation Rating Sheet: Service of Process RFP						
Maximum Points	High	Moderately High	Average	Below Average	Poor	Unacceptable
Service of Process Services History						
50 points	50-40	39-30	29-20	19-10	9-4	3-0
<ul style="list-style-type: none"> Summarization of the agency's history in providing service of process services for similar governmental agencies. A detailed description of similar projects or collaborative partnerships and how they may relate to this request for services. 						
Proposed Services and Delivery						
70 points	70-61	60-51	50-35	34-20	19-7	6-0
<ul style="list-style-type: none"> Bidder should be able to demonstrate the ability to document, track, analyze data, and submit monthly and quarterly reports to FCJFS. A clear identification of the key components of the service delivery model and description of the specific strategies employed to achieve the intended results. 						
Organizational Capacity and Program Budget						
50 points	50-40	39-30	29-20	19-10	9-4	3-0
<ul style="list-style-type: none"> Suitable administrative, accounting and management information systems in place. Sufficient staff in place with experience providing this service. Adequate policies and procedures in place, including confidentiality policies and dispute resolution mechanisms. Description of methods for completing this service such as communication means (cell phone, computer, email, etc.) reliable transportation, certifications, licenses, etc. Demonstrate adequate safety measures and risk avoidance. A budget outlining the costs for all proposed services (budget should describe the proposed rate schedule for services). Service delivery is clearly defined for services within Fairfield County with the specified unit rate. Service delivery is clearly defined for services outside Fairfield County with the specified unit rate. Service delivery is clearly defined for expedited services with the specified unit rate. Service delivery is clearly defined for other services not listed with the specified unit rate. 						
Experience with Target Population						
50 points	50-40	39-30	29-20	19-10	9-4	3-0
<ul style="list-style-type: none"> Description of the organization's past experiences in providing proposed services to the target population. Description of the organization's record of services. A demonstrated ability to work with all relevant agencies and other organizations in a meaningful collaborative and/or partnership manner. Prior successful performance in this geographical service area. Bidder should be able to show successful outcome of related goals. Bidder should be able to show methodologies used to achieve successful outcomes of related goals. 						
Internal Evaluation & Accountability						
50 points	50-40	39-30	29-20	19-10	9-4	3-0
<ul style="list-style-type: none"> Suitable administrative, accounting, and management information systems in place. Sufficient staff in place with experience in this service delivery. Adequate policies and procedures in place. Meaningful benchmarks, performance measures, and outcomes should be identified. Bidder should be able to demonstrate the ability to document, track, analyze data, and submit monthly and quarterly reports to FCJFS. 						
Attachments complete						
30 points	30-20	19-16	15-12	11-9	8-5	4-0
<ul style="list-style-type: none"> Documents are attached as requested. 						
300 Total Points	300-251	250-201	200-150	149-100	99-60	59-0

3.2 Protests

Any potential, or actual, provider objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual provider objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:

1. The name, address, and telephone number of the protestor;
 2. The program name of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by FCJFS;
 5. A statement as to the form of relief requested from FCJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest;
- B. A timely protest shall be considered by FCJFS, if received within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 4 p.m. the closing date for receipt of proposals, as specified in Section 1.1 of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 9 a.m. of the eighth (8th) calendar day after the issuance of the Letter of Intent to Award the contract.
- C. An untimely protest may be considered by FCJFS if it determines that the protest raises issues significant to FCJFS' procurement system. An untimely protest is one received by FCJFS after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Fairfield County Job & Family Services
Attn: Director Clark
239 West Main Street
Lancaster, Ohio 43130
- E. 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 FCJFS Director determines that a delay will severely disadvantage FCJFS. The provider(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. FCJFS shall issue written decision on all timely protests and shall notify any provider who filed an untimely protest as to whether or not the protest will be considered.

3.3 Caveat

Proposal selection does not guarantee that a contract for services will be awarded. All proposals will be evaluated based on the criteria in the RFP (see the Rating Sheet under Section 3.1). FCJFS will work with the selected bidder(s) to finalize the details of the contract document(s). If FCJFS, in its sole discretion, determines that FCJFS and the selected bidder(s) are unable to successfully come to terms regarding the contract within a reasonable time period, FCJFS reserves the right to terminate discussions. If this happens, FCJFS, in its sole discretion, reserves the right to either; 1. Select another bidder from the bid process with whom to negotiate the contract, 2. Cancel the RFP, or 3. Reissue the RFP.

3.4 Termination for Convenience

FCJFS reserves the right to terminate the resulting contract at its convenience during the contract period or any subsequent renewal period by giving the Contractor thirty (30) days written notice. Such terminations shall be subject to Board approval.

3.5 Termination for Default or Suspension of Referrals

FCJFS shall terminate the contract should a selected bidder fail to carry out the terms and conditions of the contract after issuance of a notice of required improvement (“cure notice”) following approval by a resolution of the Fairfield County Board of Commissioners. FCJFS may also suspend referrals and/or payment to a selected bidder pending the outcome of any investigations alleging breach of contract. A selected bidder will have thirty (30) days after the date of a cure notice to develop and submit to FCJFS a Corrective Action Plan (“CAP”) that adequately addresses issues identified in the cure notice. Following the CAP’s approval by FCJFS, a selected bidder will have sixty (60) days, or another mutually agreed upon timeframe, within which to implement the CAP and make any necessary corrections. If, after such notice, a selected bidder fails to remedy the conditions, FCJFS will issue an order to stop work immediately and terminate the contract without obligation.

3.6 Compliant Process

FCJFS clients and bidder staff connected to FCJFS activity shall have the right to use the complaint procedures outlined by the Ohio Department of Job & Family Services and the U.S. Department of Labor Civil Right Center (“CRC”) for resolution of any dispute relating to a FCJFS program which involves discrimination on the basis of race, color, gender, national origin, religion, political affiliation or belief, or status as a FCJFS participant.

The successful bidder shall cooperate in the investigation and resolution of any complaint to which it is a party and shall abide by the terms of any resolution or decision made under the procedures.

3.7 Conducting Business Involving Relatives

No relative by blood, adoption, or marriage, which shall include: spouse, significant other, child (including adult children), parent, sibling, sibling’s spouse, aunt, uncle, niece, nephew, stepparent and stepchild (including adult stepchildren), of any executive or employee of the successful bidder shall receive favorable treatment from the successful bidder for enrollment into, or employment related to, the FCJFS activity. The successful bidder shall also avoid entering into any subcontract or agreement to provide programs or services related to the FCJFS activity with an executive’s or employee’s relative by blood, adoption, or marriage. When it is in the public’s interest for the organization to provide a service related to the FCJFS activity with a relative, the successful bidder shall obtain written approval from FCJFS before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

3.8 Nepotism

No individual may be placed in any FCJFS activity if a member of that person’s immediate family is directly supervised by, or directly supervises, that individual.

3.9 Political and Sectarian Activities

No sectarian (e.g., religious) or political activities may be conducted in connection with FCJFS activity. Participants shall not be employed through FCJFS contracts to carry out the construction, operation, or maintenance of any part of any facility that is used or is to be used for the sectarian instruction or as a place for religious worship, except that maintenance of a facility is allowed if it is not primarily or inherently devoted to sectarian instruction or religious worship, (e.g., where the person or entity operating the facility is part of a program or activity providing services to participants).

SECTION IV. TERMS AND CONDITIONS

If a contract ensues, the RFP and the commitments made in the selected proposal will become contractual obligations, including any information requested during Contract development by FCJFS. Failure of the Selected Bidder(s) to accept these obligations may result in cancellation of the award.

4.1 Type of Contract and Subcontracting

The contract will incorporate the requirements of the RFP, the selected bidder's proposal, and all other agreements that may be reached during contract negotiation.

The contractor is responsible for the execution of the project/program and contract requirements. If the contractor chooses to provide services via sub-contractor(s), the contractor is fully responsible for all sub-contractor(s) delivery of service and payment thereof. 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:

1. The subcontractor's legal status, federal tax ID number, and principle business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the provider is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

There may be no dollar amounts of any kind included with subcontractor information; inclusion of dollar amounts will result in the disqualification of the primary provider's entire proposal.

4.2 Contract Period, Funding & Invoicing

A contractor can claim payment only for services already provided and must submit invoices for payment at a minimum of once per month. Invoices must be submitted within fifteen (15) days of the last day of the month of service delivery (e.g., invoices for services delivered in the month of December must be presented to FCJFS no later than January 15th.) Generally, reimbursement by FCJFS is made within thirty (30) days of receipt of an accurate invoice reflecting actual expenses. The funds designated for the contract period are subject to funding requirements and restrictions under the various funding allocations.

4.3 Confidentiality & Security

A selected bidder/contractor who has access to confidential information will be required to keep that information confidential. The selected bidder/contractor must agree to comply with all federal, state, and local laws applicable to FCJFS and/or clients of FCJFS concerning confidentiality of FCJFS clients. Any use or disclosure of information concerning FCJFS clients for any purpose not directly related to the administration of the contract is prohibited. If a contractor subcontracts, the subcontractor shall also be subject to the foregoing confidentiality requirements and shall be required to agree to said confidentiality requirements in writing whether under a contract with the contractor or in a separate document.

4.4 Duplicate Billing

A contractor shall warrant that claims made to FCJFS for payment shall be the actual cost for authorized services rendered to eligible individuals and such claims shall not be made against other funding sources for the same services. Use of funds awarded through any contract with FCJFS by the Contractor to supplant any other existing funding sources is strictly prohibited.

4.5 Additional Contract Information

- Contractors will be subject to announced and unannounced monitoring by FCJFS which is totally independent and distinct from the audit requirements described in Section 1.11 of this RFP. FCJFS will

also conduct a contract Risk Assessment in accordance with the Ohio Department of Job and Family Services ("ODJFS") procurement rules.

- FCJFS reimburses for services primarily on a cost reimbursement basis. All invoices for services must be submitted, at a minimum, monthly to FCJFS (see Section 4.2). All amounts on the invoice are to be supported by documentation attached to the invoice. The contractor must retain all documentation for actual expenses of those services for three (3) years or until the completion of an audit. There are no exceptions to this requirement.
- FCJFS will only reimburse for the agreed upon rates and/or costs incurred under the terms of the contract.
- Payment of invoices will be contingent upon the contractor's use of mandated FCJFS reporting mechanisms.
- Project deliverables must be clearly defined in the contract and progress will be monitored throughout the duration of the Contract.
- Should future funding be available, the contract may be renewed. Contract renewal will be based upon performance, compliance with all contract terms, requirements of any future RFP(s) and continued local need, as determined solely by FCJFS.
- FCJFS reserves the right to extend and/or amend the Contract based on the Contractor's performance as determined solely by FCJFS, contingent upon Board approval.

4.6 Limitations

This RFP does not commit FCJFS to award a contract or to pay any cost incurred in the preparation of a proposal. FCJFS reserves the right to accept or reject any or all proposals received, to negotiate services and cost with proposers, and to cancel in part or in its entirety this RFP.

FCJFS will review each proposal with respect to price, proposer's administrative and programmatic capabilities, and conformance to the RFP criteria. FCJFS may reject all responses if proposed rates are unreasonable or if the proposers do not meet the RFP acceptance criteria.

All proposals submitted in response to the RFP will become the property of FCJFS.

SECTION IV. INSURANCE REQUIREMENTS

4.1 Indemnification Clause

The selected contractor will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expenses incurred through the provision of services.

Per State of Ohio Office of the Attorney General Opinion No. 2005-007, "A typical indemnification clause is open ended, providing simply that one party to a contract agrees to indemnify another party from any demands, judgments, liabilities, costs or other damages that may result from activities related to the contracted matter. A county is not permitted to enter into an indemnification clause of this type because the clause does not comply with the requirements of R.C. 5707.41(D) (1). In particular, an open-ended indemnification clause does not specify the maximum obligation that the county may incur under the clause and does not have a certificate stating that the amount required to meet that obligation has been lawfully appropriated for that purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances." Therefore, FCJFS will not be able to enter into any agreement that includes an indemnification clause or other similar language.

4.2 **Coverage and Limits**

Contractor and subcontractors shall procure and maintain until all their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and contractual liability coverage, including coverage for subcontractors, if any are used, as defined by the insured contract section of the policy.

- Annual Aggregate: \$2,000,000
 - Commercial General Liability per Occurrence: \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The Board of Fairfield County Commission and FCCSEA shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".
 - b. Coverage shall be primary and non-contributory.
 - c. Policy shall be endorsed with a notice of occurrence endorsement.
 - d. Contractor's subcontractor shall be subject to the same minimum requirements identified above.
 - e. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
 - f. General liability should have aggregate per location.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL): \$1,000,000
- a. Coverage shall be primary and non-contributory.
 - b. Policy should be endorsed with an unintentional failure to disclose wording.
 - c. Policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
 - d. Associated bid number, job number, or project number should be referenced on the certificate.
 - e. Contractor's subcontractor shall be subject to the same minimum requirements identified above.

3. **Workers' Compensation and Employers' Liability**

- Workers' Compensation: Statutory
- Employers' Liability:
 - Each Accident: \$1,000,000
 - Disease – Each Employee: \$1,000,000
 - Disease – Policy Limit: \$1,000,000

Policy shall contain a waiver of subrogation in favor of the Fairfield County Board of Commissioners and FCJFS.

- a. Policy shall contain a waiver of subrogation in favor of the Fairfield County Board of Commissioners and FCCSEA.
- b. Contractor's subcontract shall be subject to the same minimum requirements identified in this section.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

- Each Claim/Aggregate: \$1,000,000
- Annual Aggregate: \$1,000,000

In the even that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that continuous coverage will be maintained for a period of two (2) years beginning at the time work under this Contract is completed.

5. Cyber Liability Coverage

- a. Information/Security & Privacy: \$1,000,000 claim/aggregate
- b. Regulatory Action (Defense & Penalties): \$1,000,000 claim/aggregate
- c. Website-Media Content: \$1,000,000 claim/aggregate
- d. Privacy Breach Response: \$1,000,000 claim/aggregate
- e. Extortion: \$1,000,000 claim/aggregate

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Fairfield County Board of Commissioners and FCCSEA are named as an additional insured, the Fairfield County Board of Commissioners and FCCSEA shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits are more than those required by this contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. Notice of Cancellation:

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after sixty (60) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then (10) days prior notice may be given.

D. Acceptability of Insurers:

Insurance is to be placed with insurers duly licensed or authorized to do business with the Fairfield County Board of Commissioners and FCJFS with an "A.M. Best" rating of not less than A IX. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage:

Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be submitted according to the guidelines outlined in Section 2.4. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **Subcontractors:**

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Attachment A

RATE SCHEDULE SHEET

Bidders are to list their price for ROUTINE Service (defined as within or outside of twenty-one days from the hearing date) within Fairfield County, Ohio; ROUTINE Service (defined as within or outside of twenty-one days from the hearing date) within the State of Ohio, but outside Fairfield County (adjacent counties); EXPEDITED Service (defined as within ten days from the hearing date) within Fairfield County, Ohio; EXPEDITED Service (defined as within ten days from the hearing date) within the State of Ohio, but outside Fairfield County (adjacent counties). In addition, bidders are to provide a description and bid price for "Other Services Available", if any, utilizing this attachment.

Bid prices shall be all inclusive of service attempts, mileage, travel, and all miscellaneous expenses incurred by the vendor including picking up court documents, court appearances, reports, notification of proof of service, meetings with Fairfield County Child Support Enforcement Agency (FCCSEA) staff, etc.

PLEASE COMPLETE LEGIBLY:

<i>Routine Service TIER 1 Within Fairfield County</i>	<i>Number of Attempts Required</i>	<i>Unit Cost per Service</i>
more than twenty-one (21) days, from the time stamped date, prior to the hearing	Up to three (3) attempts required, when unsuccessful, on three (3) different days within ten (10) days of receipt	
less than twenty-one (21) days but more than ten (10) days, from the time stamped date, prior to the hearing	Up to two (2) attempts required, when unsuccessful, on two (2) different days within five (5) days of receipt	
<i>Routine Service TIER 2 Outside Fairfield County (adjacent counties)</i>	<i>Number of Attempts Required</i>	<i>Unit Cost per Service</i>
more than twenty-one (21) days, from the time stamped date, prior to the hearing	Up to three (3) attempts required, when unsuccessful, on three (3) different days within ten (10) days of receipt	
less than twenty-one (21) days but more than ten (10) days, from the time stamped date, prior to the hearing	Up to two (2) attempts required, when unsuccessful, on two (2) different days within five (5) days of receipt	
For ROUTINE service the return results are required to be submitted to the Agency within three (3) days of the last attempt (successful or unsuccessful)		
<i>Expedited Service (within Fairfield County and adjacent counties)</i>	<i>Number of Attempts Required</i>	<i>Unit Cost per Service</i>
less than (10) ten days, from the time stamped date, prior to the hearing	One (1) attempt as directed	
For EXPEDITED service the return results are required to be submitted to the Agency within one (1) day of the last attempt (successful or unsuccessful)		
<i>Expedited Service (within Fairfield County and adjacent counties)</i>	<i>Number of Attempts Required</i>	<i>Unit Cost per Service</i>
less than (10) ten days, from the time stamped date, prior to the hearing	One (1) attempt as directed	
For EXPEDITED service the return results are required to be submitted to the Agency within one (1) day of the last attempt (successful or unsuccessful)		
Other Services Available		
Please list below and provide corresponding pricing in the adjacent columns.	Unit Cost per Service	
Total Bid Proposal Amount \$ <i>(enter the total bid proposal amount for services)</i>		

Authorized Company Representative Signature

Title

Authorized Company Representative Printed Name

Title

Attachment B

Provider Assurances Form

Purpose: Job & Family Services of Fairfield County (FCJFS) 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. FCJFS reserves the right to reject any proposal if this information is not provided fully, accurately, and by the deadline set by FCJFS. Further, some of this information (as identified below) **must** be provided in order for FCJFS 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 and 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.

1. FCJFS RFP #:2022-	2. Proposal Due Date: May 16, 2022
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 <u>authorized to answer questions on the proposal/bid:</u> Provider Representative: Title: Address: Phone #: Fax #: Email:	
8. Print or type the name of the provider representative <u>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</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Provider's Representative: Title: Address: Phone #: Fax #: Email:	

Provider Assurances Form page 2

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 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.
 - Meeting requirements of **Section 504 of the *Rehabilitation Act of 1973*.**
 - Meeting all applicable labor laws, including Child Labor Law standards.
 - 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