



REQUEST FOR PROPOSAL

Substance Abuse Screening **RFP 2022**

Offered by
Fairfield County Job & Family Services
Protective Services Department
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*

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FAIRFIELD COUNTY JOB & FAMILY SERVICES
Substance Abuse Screening

SECTION I. GENERAL PURPOSE & PROVIDER INFORMATION

1.1 Purpose

The Protective Services (PS) Department of Fairfield County Job and Family Services (FCJFS) is soliciting bids for contractors to provide substance use screening services to adults and youth involved with Child Protective Services (CPS) and Adult Protective Services (APS) on an availability basis of six (6) days per week. FCJFS is interested in contractors providing a range of services including but not limited to: contractor onsite testing, field testing supplies, a call and screen randomized system, lab confirmation testing, provision of court testimony.

The purpose of the screening is to assist FCJFS and local courts in determining if referred individuals are in compliance with applicable standards established by the courts and the requesting social service agency.

1.2 Objective of the RFP

Fairfield County Job and Family Services will be contracting for the purchase of substance use screening for the time period beginning January 1, 2023 and ending December 31, 2023. FCJFS may extend a contract for services related to this RFP process for two additional 12-month periods upon mutual consent of the parties and contingent upon the availability of funding and successful contract performance of the contractor.

1.3 Anticipated Procurement Timetable

<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, 2023	Service provision begins.

FCJFS reserves the right to revise this schedule in the best interest of Fairfield County Job & Family Services and/or to comply with the County procurement procedures and regulations and after providing reasonable notice.

1.4 Internet Question & Answer Period; RFP Clarification Opportunity

Respondents may ask clarifying questions regarding this RFP via email during the Q&A Period as outlined in Section 1.3, Anticipated Procurement Timetable. To ask a question, respondents must submit all questions in writing, via email, to Sarah Darnell at sarah.darnell@jfs.ohio.gov prior to the closing time and date for the Question & Answer Period.

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. FCJFS will not respond to any questions submitted after 4:00 p.m. on the date the Q&A period closes.

FCJFS responses to all questions asked via email will be posted on the current fcjfs.org website dedicated to this RFP, for reference by all providers. 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.

Provider proposals in response to this RFP are to take into account 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. PRRs submitted in accordance with directions provided in Section 1.5. Communication Prohibitions 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. Interested providers should also refer to RFP Section 1.6, Contract Period and Funds Available, for related information.

There is an established time period for the Internet Q&A process (see Section 1.3, Anticipated Procurement Timetable, above). FCJFS will only answer those questions submitted within the stated time frame for submission of provider questions, and which pertain to issues of RFP clarity, and which are not requests for public information. FCJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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.

1.5 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 1.4, Internet Q&A Period;
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 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.

1.7 Termination Clause

FCJFS may terminate any contract entered into when it is determined by FCJFS in its best interest to do so, by giving at least thirty (30) days advance notice, in writing, to the Contractor. The Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

1.8 Contractual Requirements

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.

By signing a contract with FCJFS, a contractor agrees that all necessary insurance is in effect.

The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16, if applicable.

The selected contractor agrees that as a condition to any contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the contractor will comply with all appropriate federal and state laws regarding such discrimination.

ORC Section 9.24 prohibits FCJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under R.C. 9.24 prior to the award of any contract arising out of the RFP without notifying FCJFS of such finding. 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.

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.

1.9 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.

1.10 Contractor Disclosures

Contractor must provide a disclosure of any pending or threatened court actions and/or claims against the contractor. This information may not cause rejection of the proposal; but withholding the information may be caused to reject the proposal.

1.11 Conflict of Interest

No contractor will promise or give to any FCJFS employee anything of value that could influence that employee in their decision on awarding contracts. No contractor will try to influence an employee of FCJFS to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

SECTION II. PROVIDER EXPERIENCE AND REFERENCES

2.1 Demonstration of Experience & References

The provider's previous experience in delivering similar services should be clearly demonstrated. Additionally, the provider should provide names and contact information for up to three (3) entities that can comment on the provider's reliability of service.

SECTION III. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

3.1 Scope of Work

The purpose of this agreement is to provide substance use screening services and continuous alcohol monitoring services (i.e. bracelet or other method) to FCJFS customers involved with the Protective Services Department. Individuals will be tested for substance use with contractor supplied panels to include urine and oral testing devices and hair follicle tests to allow for specific substances. FCJFS will not reimburse the contractor for those situations in which a customer neglects to show for a scheduled appointment.

- A. For onsite testing, referred individuals will be tested for substance use with the requested screening panel for specific substances, in addition to alcohol, by way of providing a urine sample, hair follicle or oral swab to the Contractor. The following standards would serve as the threshold of confirmation for each drug in the identified panel tests:

Drug testing panels, hair follicle and or oral swabs will include combinations of the below listed substances.

Alcohol/ETG	500 ng/ml
Amphetamines	1000 ng/ml
Methamphetamine	500 ng/ml
Ecstasy	500 ng/ml
Benzodiazepines	200 ng/ml
Buprenorphine	5 ng/ml
Cannabinoids	20 ng/ml
Cocaine	150 ng/ml
Fentanyl	1 ng/ml
Heroin	10 ng/ml
Methadone	200 ng/ml
Opiates	300 ng/ml
Oxycodone	300 ng/ml
Tramadol	200 ng/ml
Creatinine	20 ng/ml

- B. Contractor will provide a list of all substances available for testing, with associated cost.

- C. Physical testing sites will have hours of operation which must be no fewer than six (6) hours per day, six (6) days per week at a fixed location inside of Fairfield County, Ohio. Preference will be given to contractors located within the city limits of Lancaster, Ohio.
- D. Contractor will identify their ability to provide screening outside of Fairfield County, at the same cost as screening within Fairfield County.
- E. Results of the screening will be provided to FCJFS within 48 hours after receiving the specimen. Results available through secured on-line program within 48 hours of testing, preferred.
- F. Results of “no show” appointments will be made available to the respective agency(s) through secured on-line program within 24 hours from the scheduled missed appointment time.
- G. Selected on-site Contractors will have one (1) male and one (1) female employee available during hours of operation, each having been trained according to specimen collection criteria established by industry standards. Contractors will also ensure chain of custody of collected specimens, and further ensure that signatures are collected by donors at the time of collection. Visual observation of sample provision from source to container is required of Contractors to ensure validity of the sample collected. Contractors must also confirm the identity of donors by way of examination of personal photo identification of the donor. Contractor will provide information and/or availability of a random call system or equivalent and assure system meets or exceeds federal confidentiality requirements.
- H. Contractor personnel specifically involved with laboratory testing of specimens must be available to testify in a court of law in support of their methods and findings, upon request.

3.2 Specification of Deliverables

An overview of the proposed services to be provided by the contractor should include a detailed response to each of the following:

- A. Indicate a fee per service or availability for each of the following:
 - Substance use testing; panels, hair follicle, oral swabs, individual tests;
 - Random call center or equivalent fee per client/per day;
 - Test confirmation;
 - Costs for any additional tests that may be listed in this proposal or may be available from your company that is not listed;
 - Testing cups for field tests; and
 - Oral swabs for field or lab based tests.

- B. Confirmation of the Contractor's ability to return individual results within a 48-hour timeframe.
- C. Describe urine testing methods and accuracy levels of tests used.
- D. Describe how necessary staffing availability will be guaranteed considering the need for both a male and female on-site at all times.
- E. Describe Contractor's chain of custody procedure for urine testing methods.
- F. Describe how the Contractor will inform FCJFS staff of scheduled clients that do not show for appointments.
- G. Describe the Contractor's willingness and ability to test clients at alternative sites, outside of Fairfield County.
- H. Indicate the Contractor will not charge FCJFS for those situations in which a customer neglects to show for a scheduled appointment.

The successful contractor will include a cover sheet or transmittal letter in their proposal. The cover sheet or transmittal letter must be on agency/organization letterhead and signed by the individual authorized to legally bind the agency /organization to fulfill the contractual obligations agreed upon by FCJFS and the successful contractor. The cover sheet or transmittal letter must incorporate the following elements:

- A. A statement indicating the legal entity tax status of the agency/organization responding to the bid solicitation.
- B. The name, title, address, telephone, e-mail, and FAX number of the individual to be contacted by FCJFS, if it should be deemed necessary at any time during the proposal solicitation review and selection process.
- C. A statement regarding the contractor's qualifications and experience must be included within the cover sheet or transmittal letter.

SECTION IV. LIMITATIONS AND OTHER REQUIREMENTS

4.1 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.

4.2 Proposal Cost

Costs incurred in the preparation of this proposal are to be borne by the responding provider and FCJFS will not contribute in any way to the costs of the preparation.

4.3 Certifications

Any provider responding to any FCJFS RFP, or any other procurement opportunity, is required to provide certification of insurance. The following are the standard requirements of insurance for providers who hold contracts with Fairfield County. Responding providers must provide, in their proposals, assurances regarding the items outlined below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

See Section 5.2 of this RFP for specific instructions regarding inclusion of these documents in proposals. Failure to provide proper certifications as part of the proposal submitted to FCJFS may result in the disqualification of the provider's proposal from consideration.

4.4 Subcontractor Identification and Participation Information

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

1. The subcontractor's legal status, federal tax ID number, and principal 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.

4.5 Waiver of Minor Proposal Errors

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.

4.6 Proposal Clarifications

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.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

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.**

5.2 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 5.1. 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 provides; 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.

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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 as **Attachment B.** 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*

Demonstration of Experience: This section must address each of the items that appear in Section 2.1 of this RFP. 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 III. Scope of Work & Specification of Deliverables of this RFP.

Section 4 *Other Pertinent Information*

This section may include additional information not requested elsewhere.

Section 5 Provider Assurances Form

Organization Certifications

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

FCJFS will contract with a provider that best demonstrates the ability to meet requirements as specified in this RFP. Providers submitting a response will be evaluated based on the capacity and experience demonstrated in their Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from FCJFS and their designees. 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.

Selection of the provider will be based upon the criteria specified in Sections II, III, IV, and V of this RFP. Any proposals not meeting the requirements contained in those sections of this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when no prejudice will result to the rights of any provider or to the public. In scoring the proposals, FCJFS will score in two phases:

A. Phase I: Review - Initial Qualifying Criteria:

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.**

1. Was the proposal received by the deadline as specified in Sections 1.3 and 5.1?
2. 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].”**)?
3. Does the provider’s proposal include all required affirmative statements signed by the provider’s responsible representative, including the following:
 - Provider Assurances Form, Attachment A
4. According to those certifications, does the provider affirmatively indicate that it is not on the federal debarment list; that it is fiscally solvent; that it will meet all Federal, State, and Local compliance requirements; and that the person signing the form is authorized to enter into a contract with FCJFS?
5. 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.)?

B. Phase II: Method of Scoring

All proposals will be scored using the following methodology:

- **Services & Testing** – Proposing company clearly demonstrates the ability to provide requested services and testing – *possible 35 points*
- **Costs / Fee per Service** – Costs are appropriate and reasonable for the services being provided – *possible 25 points*

- **Customer Service** – Proposing company demonstrates ability to show availability of services and satisfactory hours of operation, coupled with excellent customer service – possible 25 points
- **Experience & Qualifications** – Proposal clearly describes the company's qualifications and experience – *possible 15 points*

The maximum total score is 100 points.

Contractors that do not meet all requirements of the RFP will not be scored.

6.2 Review Process Caveats

FCJFS may, at its sole discretion, waive minor errors or omissions in providers' proposals when those errors do not unreasonably obscure the meaning of the content.

FCJFS reserves the right to request clarifications from providers to any information in their proposals and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by FCJFS, and providers' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 1.5 of this RFP. Such communications are expressly permitted when initiated by FCJFS but are at the sole discretion of FCJFS.

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

6.3 Final Provider Recommendation

The PRT 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.

SECTION VII. PROTEST PROCEDURE

7.1 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 1.3, Anticipated Procurement Timetable 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 Section 7.1.
- 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.

7.2 Caveats

FCJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of FCJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of FCJFS. FCJFS reserves the right to not select any provider should FCJFS decide not to

proceed. Changes in this RFP of a material nature will be provided via the agency website. All providers are responsible for obtaining any such changes without further notice by FCJFS.

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. Provider Assurances Form *(To be completed and included in the proposal packet as specified in Section 5.2)*
- B. Proposal Evaluation Score Sheet *(For provider self-evaluation purposes. Do not submit.)*

ATTACHMENT A
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: November 21, 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 authorized to address contractual issues, including the authority to execute a contract on behalf of the provider, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in #7, provide the following information on each such representative and specify their function): Provider's Representative: 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

ATTACHMENT B *(Informational purpose. Do not submit.)***Substance Abuse Screening Services****PROPOSAL REVIEW SHEET****INDIVIDUAL REVIEW / PROVIDER SELF ASSESSMENT****Proposing Organization:** _____**Reviewer Name:** _____ **Date:** _____

The following questions should be addressed as a guide to assist in the scoring methodology. "No" answers will not disqualify a proposal; however they should be taken in consideration when conducting final scoring.

POINTS	PROPOSAL	COMMENTS
Yes / No	Contractor has indicated a fee per service for screening, monitoring, call center, confirmation, and other fees as requested	
Yes / No	Confirmation of the contractor's ability to return individual results within a 24 hour timeframe	
Yes / No	Description of both urine testing methods and oral swab testing and accuracy levels of tests used	
Yes / No	Description of necessary staffing availability will be guaranteed considering the need for both male and female on-site at all times	
Yes / No	Description of the contractor's chain of custody procedure for urine testing methods	
Yes / No	Description of how the contractor will address "no shows" for appointments and expectations for payment	
Yes / No	Contractor has provided a statement of Contractor's willingness to provide to FCJFS the necessary employee information so that FCJFS may conduct background investigations to determine the contractor employed screeners do not represent any potential conflicts that may compromise FCJFS	

ATTACHMENT B *(Informational purpose. Do not submit.)*

Substance Abuse Screening				
Proposing Organization:				
Services & Testing	Poor 1-11 points	Fair 12-23 points	Good 24-35 points	Score 35 points possible
Proposal clearly demonstrates the ability to provide requested services and testing	Notes:			
Costs / Fee per Service	Poor 1-8 points	Fair 9-17 points	Good 18-25 points	Score 25 points possible
Costs and fees are appropriate and reasonable for the services being provided	Notes:			
Customer Service	Poor 1-8 points	Fair 9-17 points	Good 18-25 points	Score 25 points possible
Provider clearly demonstrates the ability to show availability of services and satisfactory hours of operation, coupled with excellent customer service	Notes:			
Experience & Qualifications	Poor 1-4 points	Fair 5-9 points	Good 10-15 points	Score 15 points possible
The proposal clearly describes the company's qualifications and experience (according to Section 2.1 of the RFP)	Notes:			
Comments:				Total Score