

**Montgomery County Department of Job and Family Services
By the Authority of the
Montgomery County Board of County Commissioners**

REQUEST FOR PROPOSALS

RFP # 57-01-2023/2025

FOR

CSD CLINICAL SERVICES

(2023-2025)

Issued by:

**Montgomery County Department of Job and Family Services
1111 South Edwin C. Moses Boulevard
Dayton, Ohio 45422**

Release Date: January 11, 2023

Mission Statement

“Protecting children and the elderly, strengthening families and individuals, and providing opportunities through coordinated services for the residents of Montgomery County.”

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Section 1. General Information

This is a Request for Proposals (“RFP”) under Sections 307.86-92 of the Ohio Revised Code (“ORC”) and Section 5101:9-4-07 of the Ohio Administrative Code (“OAC”). Montgomery County Department of Job and Family Services (“MCDJFS”), through the Montgomery County Board of County Commissioners (“Board”), is seeking Proposals for the provision of **CSD Clinical Services** for families involved with Montgomery County - Children’s Services Division to provide parenting and psychological assessments, psychometric testing, and court testimony to support the assessments and recommendations provided in the assessments and reports.

Background The purpose of this proposal is to identify a clinician or clinician(s) who are Board Certified, Psychologist(s) who specialize in psychological assessments, various testing, and assessment methods, preferably who have experience working with families involved with a county, Children Services Division and or court experience of this nature.

Target Population and Allocation: The target population for services is Montgomery County families and children involved with Montgomery County – Children Services Division. The expected number to serve is approximately 80 families and an average of 50 completed parenting psychological assessments.

Funding & Contract Period

Children Services funds in the amount of \$100,000 annually, are available for CSD clinical services.

MCDJFS reserves the right to contract with multiple contractors. The proposal(s) selected will be the most advantageous to MCDJFS. MCDJFS has designated a projected amount of \$100,000 to be awarded upon execution through December 31, 2023, with (2) possible extension options, at the recommendation of the Director, Option 01: January 1, 2024 through December 31, 2024, and January 1, 2025 through December 31, 2025. The award amount is contingent upon receipt of projected allocations; the total award may be adjusted accordingly.

Bidders are required to provide program descriptions that clearly delineate the number of people to be served and program specific goals and measurable client outcomes. Describe how the assessments and testing will be conducted. Should the Bidder be awarded a contract, all outcome targets will be negotiated based upon the measures specified in the successful Bidder’s proposal, and the requirements of the funding source.

Once awarded, the contract period will commence upon execution through December 31, 2023, with (2) possible extension options, at the recommendation of the Director, Option 01: January 1, 2024 through December 31, 2024, and January 1, 2025 through December 31, 2025.

Overview

Payment Information:

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

Additional required documents will be negotiated between MCDJFS and the Contractor. The MCDJFS Contracting Unit 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 the MCDJFS Contracting Unit 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, 2024.

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:

- The actual clinician providing services must be a Board-Certified Psychologist with a history of providing clinical services.
- Knowledge of and experience with prior testing in the field of comprehensive psychological and parenting psychological evaluations is preferred.
- Travel may be required. Valid Ohio Driver's License and reliable transportation, or acceptable substitute, required. See additional insurance requirements in Section 4 of this RFP.
- Conduct parent-child observation, interview, and assessment of adults and children utilizing best practice standards in the field of psychology and psychological assessments.
- Meet with the consumer at the main office of MCDJFS-CSD, the psychologist's own office or, when needed, and if permissible the use of a virtual platform, such as, TEAMS or ZOOM.
- May answer questions about DSM-IV diagnosis, developmental disabilities and related therapeutic interventions and services.
- May provide referral information for applicable outside community agencies if indicated.
- Skills include decision making and strong verbal and written communication/ presentation skills.
- Provide a written report in a timely fashion (e.g., 30 days).
- Must work effectively with diverse groups of people.
- Collaborate with MCDJS-CSD staff and social workers.
- Demonstrate an in-depth understanding of the needs of the county and how to provide these services effectively to the designated target population within the scope of services provided herein.
- Have the organizational capacity to provide the proposed services immediately following contract approval.
- Have the necessary skills to develop and utilize various methodologies to test and track program results, performance measure, and specific outcomes.
- Provide a comprehensive proposal describing how all specified services listed in the Scope of Work shall be delivered, including an itemized unit cost reimbursement budget for each proposed service.

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 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 **January 31, 2023, at 12:00 PM (noon) EST**. If a suitable proposal or proposals made in response to this RFP is/are selected, MCDJFS, 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 MCDJFS will evaluate the proposal, and what will be required of the Selected Bidder once they are performing the work. **Any failure to meet the deadlines in the submission, evaluation and/or negotiation phase or objection to the dates of performance may result in MCDJFS refusing to accept a Bidder's proposal.**

Once awarded, the Contract Period will commence on approx. March 1, 2023, through December 31, 2023. The award amount is also contingent upon receipt of projected allocations; the total award may be adjusted accordingly.

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.

RFP #57-01-2023-2025 CSD Clinical Services	
Release Date	January 11, 2023 Note: Ads 1/12 & 1/15
Recommended Bidders’ Conference - Live Event	January 17, 2023, at 10:00 a.m. EST
Q & A due from bidders	January 18, 2023, by 4:00 p.m. EST
Deadline for Posting of Q&A	January 19, 2023, by 4:00 p.m. EST
Deadline for Submitting Bid Packet	January 31, 2023, NLT 12:00 p.m. (noon) EST
Evaluate Proposals	February 1- 7, 2023, estimated
Contract Development	February 8-10, 2023, estimated
Negotiations / Planning	February 13-17, 2023, estimated
Tentative BCC approval	February 28, 2023, estimated
Contract Implementation	March 1, 2023 estimated

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 commence services on March 1, 2023, if selected.

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

1.2 Contact Person

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

Lori Byrd, CPPB – Phone 937-225-6188
 Senior Buyer, Central Purchasing for
 Montgomery County Department of Job & Family Services (MCDJFS)
 1111 S. Edwin C. Moses Boulevard - Suite #1036
 Dayton, Ohio 45422
 Email: mcdjfs-cd@jfs.ohio.gov

1.3 Bidders’ Conference

A Bidders’ Conference / Live Teams Event will be held on **Tuesday, January 17, 2023, at 10:00 a.m. EST.** It is highly recommended for the potential bidder(s) to attend this event. All other information may be accessed through the e-CImpact Portal.

Live Event Link:

https://teams.microsoft.com/join/19%3ameeting_ODJIYzdkOTktOGRmMy00ZTgxLTg2NGMtMmRIMzk2YjA5ZTUx%40thread.v2/0?context=%7B%22Tid%22%3A%2250f8fcc4-94d8-4f07-84eb-36ed57c7c8a2%22%2C%22Oid%22%3A%2247b168b3-8563-4479-be54-a7a3439783f9%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a

1.4 Written Questions

To ensure a fair and objective process, any follow-up questions related to this RFP must be presented, in writing, by **4:00 p.m. EST on Wednesday, January 18, 2023, through the Feedback link in the e-CImpact Portal.** (Link to e-CImpact: <https://agency.e-cimpact.com/login.aspx?org=MC>). Questions and answers will be posted in e-CImpact's Resource Center by **4:00 p.m. EST Thursday, January 19, 2023.** Bidders contacting any member of the review committee regarding this RFP, or any member of MCDJFS staff, other than the contact person, risk elimination of their bid proposal from further consideration.

1.5 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.

1.6 Conflict of Interest

No Bidder will promise, or give to a MCDJFS 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 MCDJFS, to violate the procurement policies of MCDJFS, the ORC, OAC, or Federal Procurement Regulations. In addition, Bidder acknowledges and agrees to abide by MCDJFS written code of minimum ethical standards. A copy of the ethics code may be requested from the Contact Person.

1.7 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.

1.8 Ability to Award Contract

This RFP and all MCDJFS 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. MCDJFS shall not compensate the Bidders for any expenses incurred as a result of the RFP process.

1.9 Taxes

MCDJFS does not pay federal, state and local taxes. If requested, a selected bidder will be furnished with a sales tax exemption certificate.

1.10 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 providers are required to comply with federal rules as specified 2CFR 200.501 audit requirements. Providers that expend \$750,000 or more in a year in Federal awards must have a single or program-specific audit conducted for that year. Providers 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 General Accountability Office (GAO). Any biennial (two year) audit shall cover both years within the biennial period in the scope of the audit.

A provider 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. MCDJFS will provide training to the selected bidder regarding such rules.

ORC Section 9.24 prohibits MCDJFS 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 MCDJFS of such findings.

Any proposal or other material submitted by a bidder becomes the property of MCDJFS and may be returned only at MCDJFS' option. Proprietary information should not be included in a proposal or supporting materials because MCDJFS 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 bid proposal is selected.

MCDJFS 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, MCDJFS may destroy or otherwise dispose of the proposal and/or any copies.

MCDJFS 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 MCDJFS delivers to the selected bidder remain the property of MCDJFS. 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 MCDJFS, or individuals or organizations with whom MCDJFS 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, MCDJFS (and by extension, Provider) 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 MCDJFS 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 sub-recipient 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, sub-recipient, 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 MCDJFS of any modifications to names, addresses, phone numbers, facsimiles, email, etc. when such occurs during the duration of this Contract.

1.11 Equal Opportunity Provisions Required

All bidders must be willing to enter into 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 2. Submitting Proposals

2.1 Preparation of Proposal

The bid package for **RFP 57-01-2023-2025 CSD Clinical Services** must be completed through the e-Clmpact Portal. The bidder must register in Montgomery County's e-Clmpact Portal and complete the required bid documents and upload all required attachments. Follow all instructions and requirements carefully. A bidder's proposal must include all costs that relate to the proposed services. All proposals become the property of MCDJFS and will be considered public information available for inspection following the selection of a proposal. Link to e-Clmpact: <https://agency.e-clmpact.com/login.aspx?org=MC>

2.2 Proposal Cost

The bidder is fully responsible for all costs associated with the development and submission of the proposal. MCDJFS 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

A bidder must complete all required information and required attachments through the e-Clmpact Portal, no later than **12:00 p.m. (noon) EST on Tuesday, January 31, 2023**. There are no exceptions to this deadline and any bid packet received after the deadline or incomplete will be immediately rejected

2.5 Acceptance & Rejection of Proposals

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

2.6 Evaluation & Award of Contract

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

1. Preliminary Proposal Review examines the bid proposal and bid package attachments to ensure it meets the minimum requirements and mandatory conditions specified in the RFP.
 - ✓ The proposal must have been received and completed in its entirety through the e-Clmpact Portal no later than **12:00 p.m. (noon) EST, on Tuesday, January 31, 2023**. A proposal not received through the e-Clmpact Portal by the specified date and time will be immediately rejected.
2. Review Committee Process
 - ✓ All proposals meeting the requirements of Section 2.6 above will be reviewed, evaluated and rated by a review committee that may be composed of MCDJFS staff, specialists in the program area and other community representatives. 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.
 - ✓ 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. Such information requests and bidder's responses must always be in writing through the e-Clmpact Portal.
 - ✓ 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. Clinical Service History within the non-profit, public sector	50 points
2. Proposed Services and Delivery	70 points
3. Proposed budget (price form)	50 points
4. Experience with Target Population – families involved with CSD	50 points
5. Internal Evaluation & Accountability	50 points
6. Attachments uploaded and accurate	30 points
Total Points	300 points

The review committee may consider information from sources other than the proposal bid submission 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 MCDJFS. This information must be based on factual data and provided in writing.

The final composite Review Committee Evaluation Rating Sheet, which includes the bidder's prioritized ranking, will be maintained on file by MCDJFS.

Proposal Evaluation Rating Sheet

RFP #57-01-2023 CSD Clinical Services

Maximum Points	High	Moderately High	Average	Below Average	Poor	Un-acceptable
50 points	50-40	39-30	29-20	19-10	9-4	3-0
Clinical Services History						
<ul style="list-style-type: none"> Summarization of history in providing clinical services to a county entity to assess parents and children involved with Children Services. (Describe previous experience with programs, activities, goals, collaborating activities and strategies for meeting MCDJFS desired results). 						
70 points	70-61	60-51	50-35	34-20	19-7	6-0
Proposed Services and Delivery						
<ul style="list-style-type: none"> <i>A proposed recommendation outlining potential services and/or programs to provide parenting and psychological assessments, psychometric testing, and court testimony to support the assessments and recommendations provided in the assessments and reports. A delivery model that responds to the needs of the Scope of Work as described within this RFP in Sections 1.0 of this RFP</i> <i>A clear identification of the key components of the recommendations for a service delivery model and description of the specific strategies employed to achieve the intended results.</i> <i>A detailed description of similar projects or collaborative partnerships and how they may relate to this request for services.</i> 						
50 points	50-40	39-30	29-20	19-10	9-4	3-0
Organizational and Program Budget						
<ul style="list-style-type: none"> <i>An overall organizational budget outlining the financial stability of the organization.</i> <i>A budget outlining the costs for all proposed services.</i> 						
50 points	50-40	39-30	29-20	19-10	9-4	3-0
Experience with Target Population						
<ul style="list-style-type: none"> <i>Description of the organization's past experience with parenting and psychological assessments, psychometric testing, and court testimony to support the assessments and recommendations provided in the assessments and reports</i> 						

50 points	50-40	39-30	29-20	19-10		9-4	3-0
Internal Evaluation & Accountability							
	<ul style="list-style-type: none"> • Suitable administrative, accounting and management information systems in place • Sufficient staff in place with experience working with this population • Adequate policies and procedures in place • Meaningful benchmarks, performance measures, and outcomes should be identified (and their rationale) 						
30 points	30-20	19-16	15-12	11-9		8-5	4-0
Attachments complete							
	<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

*The Application Format points will consider the entire Proposal Packet.

3. Administrative Review - Following the detailed scoring by the review committee, the results will be evaluated by MCDJFS administration to ensure that all facets related to predicted performance were considered. In selecting the successful proposal, the MCDJFS evaluation will take into consideration, but will not be limited to:

- ✓ Criteria used in the committee’s review process;
- ✓ Ability to meet the project/program timelines;
- ✓ Overall responsiveness and completeness of the proposal bid as well as the likelihood that, in the opinion of MCDJFS, and at the sole discretion of MCDJFS, the proposal bid best meets or exceeds MCDJFS expectations;
- ✓ scope of services being proposed;
- ✓ Any other factors considered relevant by MCDJFS and demonstrated by the proposal bid or investigation by MCDJFS;
- ✓ Any other factors considered relevant by MCDJFS, including performance on prior and current contracts with MCDJFS; and
- ✓ Experience with a similar project/program of comparable size and scope, including any available information regarding program results.

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, MCDJFS 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 MCDJFS and the new selected bidder.

2.7 Post Selection Meeting

If an unsuccessful bidder wishes to discuss the selection process, a request for an informal meeting with MCDJFS, and the explanation for it, must be in writing and received within seven (7) working days from the date of the notification of non-selection. The request shall state the reason(s) for the meeting, citing the law, rule, regulation, or RFP procedure(s) on which the request is based. All requests must be signed by an individual authorized to represent the bidder and must be addressed to the contact person described in Section 1.2, hereof.

2.8 Caveat

Proposal selection does not guarantee that a contract will be awarded. All proposals will be evaluated based on the criteria in the RFP (see the Rating Sheet under Section 2.6, hereof). MCDJFS will work with the selected bidder(s) to finalize the details of the contract document(s). If MCDJFS, in its sole discretion, determines that MCDJFS and the selected bidder(s) are unable to successfully come to terms regarding the contract within a reasonable time period, MCDJFS reserves the right to terminate discussions. If this happens, MCDJFS, 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. Re-issue the RFP.

2.9 Termination for Convenience

MCDJFS 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.

2.10 Termination for Default or Suspension of Referrals

MCDJFS 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 Montgomery County Board of Commissioners. MCDJFS 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 MCDJFS a Corrective Action Plan (“CAP”) that adequately addresses issues identified in the cure notice. Following the CAP’s approval by MCDJFS, a selected bidder will have **thirty (30)** 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, MCDJFS will issue an order to stop work immediately and terminate the contract without obligation.

2.11 Complaint Process

MCDJFS clients and bidder staff connected to MCDJFS 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 MCDJFS program which involves discrimination on the basis of race, color, gender, national origin, religion, political affiliation or belief, or status as a MCDJFS 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.

2.12 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 MCDJFS activity. The successful bidder shall also avoid entering into any subcontract or agreement to provide programs or services related to the MCDJFS 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 MCDJFS activity with a relative, the successful bidder shall obtain written approval from MCDJFS before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

2.13 Nepotism

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

2.14 Political and Sectarian Activities

No sectarian (i.e., religious) or political activities may be conducted in connection with MCDJFS activity. Participants shall not be employed through MCDJFS contracts to carry out the construction, operation, or maintenance of any part of any facility that is used or is to be used for 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, (i.e., where the person or entity operating the facility is part of a program or activity providing services to participants).

Section 3 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 MCDJFS. Failure of the selected bidder(s) to accept these obligations may result in cancelation of the award.

3.1 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. The contractor will not subcontract or assign the contract, nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of MCDJFS. Acceptance or rejection of a proposed subcontract is at the sole discretion of MCDJFS.

3.2 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 MCDJFS no later than January 15th.) Generally, reimbursement by MCDJFS is made within thirty (30-45) 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.

3.3 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 MCDJFS and/or clients of MCDJFS concerning confidentiality of MCDJFS clients. Any use or disclosure of information concerning MCDJFS 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 MCDJFS confidentiality requirements in writing whether under a contract with the contractor or in a separate document.

3.4 Duplicate Billing

A contractor shall warrant that claims made to MCDJFS 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 MCDJFS by the contractor to supplant any other existing funding sources is strictly prohibited.

3.5 Additional Contract Information

- Contractors will be subject to announced and unannounced monitoring by MCDJFS which is totally independent and distinct from the audit requirements described in Section 1.11, hereof. MCDJFS will also conduct a contract risk assessment in accordance with the Ohio Department of Job and Family Services ("ODJFS") procurement rules.
- MCDJFS reimburses for services primarily on a cost reimbursement basis (although this RFP may be result in a contracted rate). All invoices for services must be submitted, at a minimum, monthly to MCDJFS (see Section 3.2, hereof). 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.
- MCDJFS 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 MCDJFS 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 MCDJFS.
- MCDJFS reserves the right to extend and/or amend the contract based on the contractor's performance as determined solely by MCDJFS, contingent upon Board approval.

Section 4. Insurance Requirements

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the County's right to participate, defend the County, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the County.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of 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, as defined by the insured contract section of the policy.

- General Aggregate \$3,000,000
- Products – Completed Operations Aggregate \$3,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation. The limit should be \$1,000,000 each Occurrence/ \$3,000,000 aggregate.
- b. The policy shall be endorsed to include the following additional insured language: "The Board of Montgomery County Commissioners and MCDJFS-CSD shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- c. Coverage shall be primary and non-contributory.
- d. Policy shall be endorsed with a notice of occurrence endorsement.

- e. Contractor's subcontractor shall be subject to the same minimum requirements identified above.
- f. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- g. General liability should have aggregate per location.
- h. Associated bid number, job number, or project number should be referenced on the certificate.

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
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- a. The policy shall be endorsed to include the following additional insured language: "The Board of Montgomery County Commissioners and MCDJFS-CSD 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 automobiles owned, leased, hired, or borrowed by the Contractor".
- b. Coverage shall be primary and non-contributory.
- c. Contractor's subcontractors shall be subject to the same minimum requirements identified in this section.
- d. Associated bid number, job number, or project number should be referenced on the certificate.
- e. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.

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

- a. Policy shall contain a waiver of subrogation in favor of The Board of Montgomery County Commissioners and MCDJFS-CSD.
- b. Contractor's subcontractor 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	\$1,000,000
Annual Aggregate	\$3,000,000

- a. All claims made policies must be reviewed by Risk Management Department.

4. Fidelity Bond or Crime Insurance

Bond or Policy Limit	\$100,000
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- a. The bond or policy shall include coverage for all directors, officers, agents, and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity/crime and name the Board of Montgomery County Commissioners, MCDJFS-CSD and their clients as Joint Loss Payee where as their interests may appear.
- c. The bond or policy shall not contain a condition requiring an arrest and conviction.
- d. Policies shall be endorsed to provide coverage for computer crime/fraud.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the Board of Montgomery County Commissioners and MCDJFS-CSD are named as an additional insured, the Board of Montgomery County Commissioners and MCDJFS-CSD shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of 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 ten (10) days prior notice may be given. Such notice shall be sent directly to mcinvoices@jfs.ohio.gov.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business with the Board of Montgomery County Commissioners and MCDJFS-CSD 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 sent directly to mcinvoices@jfs.ohio.gov. 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. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DEPARTMENT.**
- 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.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Prosecutor's Office or Risk Management Department, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.